

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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

Final Agenda City of Fayetteville Arkansas City Council Meeting November 16, 2010

A meeting of the Fayetteville City Council will be held on November 16, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. Quarterly Report of the Financial Condition of the City – City Clerk Sondra Smith, Finance Director Paul Becker.

Agenda Additions:

A. Consent:

1. Approval of the November 2, 2010 City Council meeting minutes. **APPROVED**
2. **Bid #10-64 Challenge Technologies:** A resolution awarding Bid #10-64 and authorizing the purchase of two (2) on-line respirometers from Challenge Technologies in the amount of \$42,500.00 plus applicable sales tax for use at city wastewater treatment facilities.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 195-10

3. **Bid #10-65 HACH Company:** A resolution awarding Bid #10-65 and authorizing the purchase of a flow injection analysis instrument from HACH Company in the amount of \$53,930.78 for use in testing at city wastewater treatment facilities.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 196-10

4. **McClelland Consulting Engineers Amendment No. 2:** A resolution approving contract Amendment No. 2 to a contract with McClelland Consulting Engineers in the amount of \$32,036.33 for final design services for Mount Sequoyah Pressure Plane Improvements associated with the Canterbury Water Tank including water pump station and off-site water line extension, and maintaining a \$20,000.00 contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 197-10

5. **Fayetteville MSA Limited Partnership/Verizon Wireless:** A resolution approving a second amendment to the contract with Fayetteville MSA Limited Partnership d/b/a Verizon Wireless providing for increased rent of \$245.70 per month for cellular antenna space on the Gulley Road Water Tower.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 198-10

6. **Amend Resolution 166-10:** A resolution to amend Resolution No. 166-10 to authorize either City Council Member Shirley Lucas or Sarah Lewis to represent the Fayetteville City Council during the Settlement Conference of November 17, 2010, as required by the Federal Magistrate.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 199-10

7. **2010 ADEQ Recycling Grant For Containers:** A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District in the amount of \$29,449.00 for recycling containers for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 200-10

8. **2010 ADEQ Recycling Grant For Education:** A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District in the amount of \$15,551.00 for educational material for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 201-10

9. **Highway 16 Improvements:** A resolution authorizing payment to the Arkansas State Highway and Transportation Department in the amount of \$980,906.00 for a portion of the City's fifty percent (50%) share of improvements to State Highway 16 from Armstrong Avenue to Stonebridge Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 202-10

B. Unfinished Business: None

C. New Business:

1. **Bid #10-60 Crossland Heavy Contractors, Inc.:** A resolution awarding Bid #10-60 and authorizing a contract with Crossland Heavy Contractors, Inc. in the amount of \$2,770,280.00 for construction of a biosolids management thermal dryer, approving a project contingency of \$140,000.00, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 203-10

2. **CH2M Hill Engineers, Inc. Amendment No. 1:** A resolution approving contract Amendment No. 1 with CH2M Hill Engineers, Inc. in the amount of \$6,765,224.00 for operation, maintenance, management, and engineering services for city wastewater treatment facilities and systems, and approving a \$70,000.00 contract contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 204-10

3. **2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and Work Program.

THIS RESOLUTION WAS TABLED TO THE DECEMBER 7, 2010 CITY COUNCIL MEETING.

4. **SouthPass Amendment No. 1:** An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD.

THIS ORDINANCE WAS LEFT ON THE SECOND READING

City Council Tour: Monday, November 15, 2010 – Meet at the Walton Arts Center parking lot at the South end.

Announcements:

Adjournment: 6:50 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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

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City Council Meeting:

November 16, 2010

Adjourn: 6:50 P.M.

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

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

Subject:	Consent				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Lewis			
Minutes Approved passed 195-10- 202-10	Rhoads	Absent			
	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

6-0

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

Subject:		Bid #10-60 Crossland Heavy Contractors, Inc.			
Motion To:		Approve			
Motion By:		Lewis			
Seconded:		Cook			
C. 1 New Business <u>Passed</u> 203-10	Rhoads	Absent			
	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

6-0

Subject:		CH2M Hill Engineers, Inc. Amendment No. 1			
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Gray			
C. 2 New Business <u>Passed</u> 204-10	Rhoads	Absent			
	Ferrell	✓			
	Lucas	Absent			
	Lewis	✓			
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

6-0

Subject:		2011 Annual Budget & Work Program			
Motion To:			Table to December 7, 2010		
Motion By:			Thiel		
Seconded:			Gray		
C. 3 New Business Tabled to December 7, 2010	Rhoads		absent		
	Ferrell		✓		
	Lucas		absent		
	Lewis		✓		
	Gray		✓		
	Thiel		✓		
	Cook		✓		
	Petty		N		
Mayor Jordan					

5-1

Subject:		SouthPass Amendment No. 1			
Motion To:			2nd Read		
Motion By:			Thiel		
Seconded:			Ferrell		
C. 4 New Business Left on the Second Reading	Rhoads		absent		
	Ferrell		✓		
	Lucas		absent		
	Lewis		✓		
	Gray		✓		
	Thiel		✓		
	Cook		✓		
	Petty		N		
Mayor Jordan			✓		

6-1
Mayor Jordan voted yes to go to the Second Reading.



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Lioneld Jordan, Mayor

THRU: Sondra Smith, City Clerk

FROM: Jason Kelley, Assistant City Attorney

DATE: November 17, 2010

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

- 1. Bid #10-64:** A resolution awarding Bid #10-64 and authorizing the purchase of two on-line respirometers from Challenge Technologies in the amount of \$42,500.00 plus applicable sales tax for use at city wastewater treatment facilities.
- 2. Bid #10-65:** A resolution awarding Bid #10-65 and authorizing the purchase of a flow injection analysis instrument from HACH Company in the amount of \$53,930.78 for use in testing at city wastewater treatment facilities.
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Announcements:

Adjournment:

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City of Fayetteville Staff Review Form

C. 3
2011 Annual Budget &
Work Program
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approve a resolution adopting the Proposed 2011 Annual Budget & Work Program.

N/A

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office 11-03-10 P03:14

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

ENTERED
11/4/10

BRP

Comments:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director
Kevin Springer, Budget Director 

DATE: November 3, 2010

SUBJECT: **Proposed 2011 Annual Budget & Work Program**

Recommendation:

Consider the Proposed 2011 Annual Budget & Work Program for adoption by the November 16, 2010 City Council meeting.

Discussion:

The Proposed 2011 Annual Budget & Work Program will be distributed to City Council on Tuesday, November 9, 2010. Listed below is a schedule of hearing dates for the Proposed 2011 Annual Budget & Work Program.

Date	Budget Meeting/Location
Saturday, November 6, 2010	<i>Budget Discussion Meeting, Room 326</i>
Tuesday, November 9, 2010	City Council Agenda Meeting, <i>Room 326</i>
Tuesday, November 16, 2010	City Council Meeting, <i>Room 219</i>
<i>Additional meetings to be scheduled if needed.</i>	

If you have any questions concerning the Proposed 2011 Annual Budget & Work Program, please feel free to contact either Paul A. Becker at 575-8330 or Kevin Springer at 575-8226. Thank you for your attention to this matter.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2011 ANNUAL BUDGET AND WORK
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 adopts the 2011 Annual Budget and Work Program. A copy of the Budget, marked Exhibit "A," is attached hereto and made a part hereof.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas
City Council Meeting Minutes
November 2, 2010**

A meeting of the Fayetteville City Council was held on November 2, 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 Thiel, Petty, Rhoads, Ferrell, Lucas, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Gray and Cook

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 19, 2010 City Council meeting minutes.

Approved

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.

Resolution 181-10 as recorded in the office of the City Clerk.

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.

Resolution 182-10 as recorded in the office of the City Clerk.

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.

Resolution 183-10 as recorded in the office of the City Clerk.

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.

Resolution 184-10 as recorded in the office of the City Clerk.

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.

Resolution 185-10 as recorded in the office of the City Clerk.

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.

Resolution 186-10 as recorded in the office of the City Clerk.

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.

Resolution 187-10 as recorded in the office of the City Clerk.

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.

Resolution 188-10 as recorded in the office of the City Clerk.

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.

Resolution 189-10 as recorded in the office of the City Clerk.

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.

Resolution 190-10 as recorded in the office of the City Clerk.

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.

Resolution 191-10 as recorded in the office of the City Clerk.

Alderman Thiel moved to approve the Consent Agenda. Alderman Petty seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray and Cook were absent.

Unfinished Business:

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.*

Don Marr, Chief of Staff stated Dennis Pratt asked that the resolution be tabled indefinitely. The item will be sent back to the Equipment Committee for further discussion.

Alderman Petty moved to table the resolution indefinitely. Alderman Ferrell seconded the motion. Upon roll call the motion to table passed 6-0. Alderman Gray and Cook were absent.

This resolution was tabled indefinitely.

New Business:

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.

City Attorney Kit Williams: Engineering has been able to settle some cases and some that they thought were going to be settled were not therefore I have prepared an amended resolution.

Chris Brown, City Engineer: We originally had six properties that were on the original resolution. We were able to settle with Northwest Property Management and Ronald L. Troutman. We thought we had settled with the Sparks Property, Ross Property, and Stoppel Property but we were not able to.

A discussion followed regarding an amendment.

Alderman Ferrell moved to amend the property owners as requested. Alderman Petty seconded the motion.

Mayor Jordan read the amended resolution.

Upon roll call the motion passed 6-0. Alderman Gray and Cook were absent.

City Attorney Kit Williams: Page three is an email from Jill Goddard that lists the price evaluations that have been offered to each one of the land owners but so far they have rejected that. Even if this condemnation authorization goes forward and even if we file a condemnation it does not mean we will not keep working with the land owners to see if we can arrive at some amiable solution.

David Druding: I gave each of you a copy of a letter I emailed to Holly Jones, who is the Land Acquisition Officer, that I have been negotiating with. A week ago I sent her a letter and stated I felt from the research I've done that the property values of \$3.30 a square foot for my property on the corner of Vale and Cato Springs Road and the \$.82 per square foot for the large section of land that is going to be taken as a permit easement was considerably below what I've been told the market value is for my property. I have not yet done a dual purpose appraisal for eminent domain purposes and if you precede with the condemnation proceedings as I have stated in an email I feel like this is beyond my ability as a lay person to negotiate any further. I've made it

obvious that I was willing to continue to attempt to negotiate but if this goes into a condemnation I will feel like I need to step back and I will have legal counsel do that.

Alderman Ferrell: We have dates and times we have to have construction completed by.

David Drudging: I understand that.

Alderman Ferrell: You feel certain you don't see any daylight. I hate to see people have to hire a lawyer.

David Drudging: I hate to do that too. If I feel like we are done with the negotiations between me and the City and it's going to become an issue of it being taken by the City through court actions, I feel like I have to defend myself.

Alderman Ferrell: I take it this is an authorization to start that.

David Drudging: That authorization will then be followed through by the city attorney.

Alderman Thiel questioned City Attorney Kit Williams about the land value of the property and what the city is required to give.

City Attorney Kit Williams: We are required under the law to pay just damages for any property we take. We are taking an easement which is a portion of the land that we need for the utility easement. We might be taking some of the land for right-of-way.

Chris Brown: Each property has a separate appraisal. Reed & Associates was hired to develop a before and after value. The difference between those two values is the amount we offer as compensation. The appraisals were prepared and reviewed by the Highway Department because they are involved with the federal funded in the project. They came back and we made offers based on the appraisals. We did in some cases adjust those based on landscaping, things that weren't reflected clearly in the appraisal. Mr. Drudging is requesting \$12 per square foot. The highest number we had on the entire project was about \$4 per square foot at School and Cato Springs where the property values are typically going to be higher.

Alderman Thiel: Thank you.

City Attorney Kit Williams: It's rare we have to go to court for an appraisal or condemnation. We have in the past and we have been able to settle virtually all of them. We have a duty to the tax payers not to pay more than what's fair market value for the land that we must obtain for our tax payers to use to enlarge and widen that street.

Don Marr: This is a time sensitive project tied to federal funding dollars. Because of the delay of this project through the federal funding and the State we are at a very tight time frame which is why we are trying to do this now. We have a time period of which we have to begin to utilize the funds otherwise this project will be in jeopardy.

City Attorney Kit Williams: City staff can continue to work with Mr. Druding. If he hires a lawyer that's fine and I will work with his lawyer but even when we start the condemnation process City staff can contact and work with Mr. Druding to see if they can arrive at a settlement.

Alderman Lewis: To clarify there are four other properties that are not yet settled?

Chris Brown: There are a total of seven.

City Attorney Kit Williams: Each one is on the resolution.

Alderman Lewis: You said not settled on some of them.

Chris Brown: At Agenda Session the previous resolution included six properties. We settled two of those but then we had three properties that we thought had settled so they were not on the original resolution that we have had to add. Now we have a total of seven.

Alderman Lewis: Okay, it's my understanding that the Council at this point is saying yes or no to moving ahead with this process.

Chris Brown: Yes.

Alderman Lewis: That's what the Council's roll is in this.

Chris Brown: This authorization is for the City Attorney to begin the process.

Alderman Lucas: You're still open to negotiation.

Chris Brown: Yes, we have one we think we will settle tomorrow. We will avoid condemnation in all cases that we feel like we have a settlement that is fair to the tax payers both for the property owner and the City.

Mayor Jordan asked Alderman Ferrell if this has been discussed at the Street Committee.

Alderman Ferrell: Yes, we did.

Alderman Lewis: I'm appreciative of you working with the property owners. That's really important, thank you.

Alderman Thiel moved to approve the resolution. Alderman Lucas seconded the motion. Upon roll call the resolution passed 6-0. Alderman Gray and Cook were absent.

Resolution 192-10 as recorded in the office of the City Clerk.

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).

City Attorney Kit Williams: Engineering has changed the number of properties that we need to file a condemnation on so that we can have an order of possession and construction can go forward.

David Jurgens, Utilities Director: We originally started with nine easements that we did not have resolved as of last week. We received one from Baxter. I spoke to Mr. Ramsey he has signed his documents and put his in the mail and we have an agreement with Osborne. We have others we are negotiating with and we feel we will be able to come to an agreement. The request is to remove Baxter, Ramsey, and Osborne.

City Attorney Kit Williams: I was informed by Jill Goddard to leave Ramsey on.

David Jurgens: He told me he sent the signed documents in the mail. We simply have not seen them yet.

Mayor Jordan read the amended resolution.

Alderman Thiel moved to amend the property owners as requested. Alderman Lewis seconded the motion. Upon roll call the motion passed 5-0. Alderman Petty was absent during the vote. Alderman Gray and Cook were absent.

Alderman Thiel moved to approve the resolution. Alderman Lucas seconded the motion. Upon roll call the resolution passed 5-0. Alderman Petty was absent during the vote. Alderman Gray and Cook were absent.

Resolution 193-10 as recorded in the office of the City Clerk.

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.

City Attorney Kit Williams read the ordinance.

Alderman Petty: I support this but I do so cautiously. Recycling has always been a big deal for Fayetteville and even for critics of the system we have. All of us can agree that we want the system to be more efficient and effective than it is. No matter which side of that you fall on that means some sufficient capital improvements in order to accomplish those goals. We can't fund those improvements without rate increases in the future.

Alderman Ferrell: I would disagree with Matthew. When you sit through rate studies you realize when they figure the studies they figure in capital improvements, etc. when they set the rates. I'm not saying we are not going to need them, I'm saying they're looking ahead and seeing what the needs are going to be.

Alderman Thiel: I understand a study has been made for the recycling.

David Jurgens: Yes, RW Beck completed a study last year. We are implementing the first phases now and we are bringing the later phases in for north central recycling drop off facility. We have been doing surveys with apartments and our recycling drop off center on how to improve and expand our recycling to add in apartments. It has not been successful anywhere in the country. We think we have some things that can make ours better.

Alderman Thiel 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 Gray and Cook were absent.

City Attorney Kit Williams read the ordinance.

Alderman Thiel moved to suspend the rules and go to the third reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray and Cook 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 Gray and Cook were absent.

Ordinance 5362 as Recorded in the office of the City Clerk

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.

City Attorney Kit Williams read the ordinance.

David Jurgens gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Thiel 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 Gray and Cook 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 Gray and Cook were absent.

Ordinance 5363 as Recorded in the office of the City Clerk

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.

Don Marr gave a brief description of the resolution.

Alderman Thiel: It was my understanding the County committee is going to do their study on the 4th or 5th and present it to the County on the 9th. That's based on, at this point, just a shelter to house the county animals. Based on that information and after a lot of thought about this I believe this action is premature. The City staff is short handed and probably does not need the extra work load to do this study. I'm not sure what they are studying since the County hasn't offered a proposal. As Shirley pointed out and I agree the city residents are happy with the shelter we have. We've spent money on our shelter over the past few years in making improvements. I don't want to rule out partnering with the County in the future but I have some reservations.

Alderman Lewis: Don, are we going to meet with them and talk to them about this? What are we talking about?

Don Marr: I don't have a lot of detail. As I understand it from what we are being asked to do is we currently have three budgeted items in Animal Services with the City, the shelter operations, animal control services, and veterinarian services. Animal control service is something the City would be required to retain, if it operates like any other part of the incorporated or rural areas. They either contract with Washington County for that service or they provide it on their own. I don't know if the veterinary and sheltering part of the budget would be included and retained based on what the plans are for the counties operating.

My understanding is the committee was put together to look at providing the same services that the City of Fayetteville currently provides to those communities that we have given notification to.

Alderman Lewis: Part of the issue is we need another shelter. There are too many animals for the space we have to shelter. Staff is asking the Council to give them permission to communicate with the County.

Don Marr: They've asked us if there is an interest from the City in looking at building a shelter and changing from a City function of Animal Services to a County function and are there economies of scale and efficiencies and operations to have a county run shelter.

Alderman Rhoads: Based on the resolution I believe it is a good idea to explore the feasibility and the possibility. If it appears to be taking an ungodly amount of city time, then scale it back.

Alderman Lucas: I am concerned about several things Brenda brought out. We have a good shelter right now and possibly in the future we may want to join with the County but I don't see why we need to spend more right now for staff, time, and resources to study whether we want to join them down the road.

Alderman Lewis: What is the status of the Fayetteville City shelter taking County animals?

Don Marr: We currently have yearly contracts with many of the incorporated areas of the county and the County itself. Our intention is to continue to do that through 2011. We are firm on the fact that the current shelter will meet the space needed for Fayetteville at this time.

Alderman Thiel: What did you just say?

Don Marr: We are confident about not renewing contracts outside the City of Fayetteville after 2011. We would not be able to accommodate those and meet the needs of Fayetteville after 2011.

Alderman Lewis: It's a difficult situation. To me the idea that it's premature is the reason you need to look into something. The shelter and financial staff would be the ones looking at the numbers.

Don Marr: I see the team at the City being Justine at the Animal Shelter, Yolanda Fields, Jeremy Pate, and myself. We can get information from the County and then it becomes an evaluation factor.

Mayor Jordan: We have the Chair of the County committee here if you would like to hear from her.

Alderman Rhoads: Mayor what is your position?

Mayor Jordan: I think we need to open dialogue with the County and see what is available out there. All we are saying is we want to explore the possibility of if we want to partner with them. If there are four votes here I will vote for it.

Alderman Lucas: You are saying our shelter is out of date, we don't need our shelter and we need to close our shelter and join with the county.

Mayor Jordan: I am not saying that at all. I am just saying I want to see what is available, study it and open up dialogue between us and the County.

Alderman Thiel: If we pass this we are not going to do any studying until after the committee has made their proposal to the County. Until we have some information I don't know why we are doing this.

Mayor Jordan: I don't know why we wouldn't do it. Why don't we ask the County Chair?

Teddy Cardwell, Chair of the Washington County Animal Advisory Board. We have been studying building a County shelter. The resolution you have before you is to involve the City in talking to us about what we have been studying. There is no obligation on your part.

She described the past relationship between the County and the City and stated all we are asking is to be involved in the conversation.

Mayor Jordan: It was my understanding we would open up dialogue and see what is available.

Teddy Cardwell: It's much easier, as we see it if the City of Fayetteville is interested in this becoming a County service, to build a shelter on the front end that is large enough to accommodate everybody. We are just saying that maybe together we can make it better for everybody.

Alderman Rhoads: It's a no lose situation. There is a lot to gain. If you don't do it you lose a neighborliness that local entities should have and you lose an opportunity to be part of it on the front end.

Alderman Thiel: I don't think we want to be unneighborly but what this says to me is that we will definitely consider this now. What Springdale said is we may consider it in the future. That is where I am at. I want us to have a conversation with the County but I don't want them to feel like we are obligating ourselves until I see how things are going to work at the County shelter. At this point I am concerned about what we are getting into with this resolution.

Alderman Petty: I think the conversation we had at Agenda Session made it very clear to the County that even if this passes we are only interested in research to help a decision in the future and we are not interested in obligating ourselves at all. I am going to vote for it. I am still interested in exploring all potential improvements and evaluating them on their own merits. All we are doing is asking staff to do the research for us and bring it back to us so that we can make an informed decision.

Alderman Ferrell: What I want to do is expressly have a statement. I would like to amend this resolution.

Alderman Ferrell moved to amend the resolution to state that nothing expressed by this resolution commits the City to expend any funds. Alderman Thiel seconded the motion. Upon roll call the motion passed 6-0. Alderman Gray and Cook were absent.

Alderman Lewis: I would like to get rid of Section 2. I like the idea of exploring possibilities and feasibility but I don't like the idea of suggesting that we would replace the Fayetteville Animal Shelter.

Alderman Lewis moved to remove Section 2 of the resolution. Alderman Thiel seconded the motion. Upon roll call the motion passed 5-1. Alderman Petty voting no. Alderman Gray and Cook were absent.

Alderman Thiel moved to approve the resolution. Alderman Lewis seconded the motion. Upon roll call the resolution passed 5-1. Alderman Lucas voting no. Alderman Gray and Cook were absent.

Resolution 194-10 as recorded in the office of the City Clerk.

Meeting adjourned at 7:15 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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

Tentative Agenda City of Fayetteville Arkansas City Council Meeting November 16, 2010

A meeting of the Fayetteville City Council will be held on November 16, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. Quarterly Report of the Financial Condition of the City – City Clerk Sondra Smith, Finance Director Paul Becker.

Agenda Additions:

A. Consent:

1. Approval of the November 2, 2010 City Council meeting minutes.
2. **Bid #10-64 Challenge Technologies:** A resolution awarding Bid #10-64 and authorizing the purchase of two (2) on-line respirometers from Challenge Technologies in the amount of \$42,500.00 plus applicable sales tax for use at city wastewater treatment facilities.

3. **Bid #10-65 HACH Company:** A resolution awarding Bid #10-65 and authorizing the purchase of a flow injection analysis instrument from HACH Company in the amount of \$53,930.78 for use in testing at city wastewater treatment facilities.
4. **McClelland Consulting Engineers Amendment No. 2:** A resolution approving contract Amendment No. 2 to a contract with McClelland Consulting Engineers in the amount of \$32,036.33 for final design services for Mount Sequoyah Pressure Plane Improvements associated with the Canterbury Water Tank including water pump station and off-site water line extension, and maintaining a \$20,000.00 contingency.
5. **Fayetteville MSA Limited Partnership/Verizon Wireless:** A resolution approving a second amendment to the contract with Fayetteville MSA Limited Partnership d/b/a Verizon Wireless providing for increased rent of \$245.70 per month for cellular antenna space on the Gulley Road Water Tower.
6. **Amend Resolution 166-10:** A resolution to amend Resolution No. 166-10 to authorize either City Council Member Shirley Lucas or Sarah Lewis to represent the Fayetteville City Council during the Settlement Conference of November 17, 2010, as required by the Federal Magistrate.
7. **2010 ADEQ Recycling Grant For Containers:** A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District in the amount of \$29,449.00 for recycling containers for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.
8. **2010 ADEQ Recycling Grant For Education:** A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District in the amount of \$15,551.00 for educational material for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.
9. **Highway 16 Improvements:** A resolution authorizing payment to the Arkansas State Highway and Transportation Department in the amount of \$980,906.00 for a portion of the City's fifty percent (50%) share of improvements to State Highway 16 from Armstrong Avenue to Stonebridge Road.

B. Unfinished Business:

C. New Business:

1. **Bid #10-60 Crossland Heavy Contractors, Inc.:** A resolution awarding Bid #10-60 and authorizing a contract with Crossland Heavy Contractors, Inc. in the amount of \$2,770,280.00 for construction of a biosolids management thermal dryer, approving a project contingency of \$140,000.00, and approving a budget adjustment.

2. **CH2M Hill Engineers, Inc. Amendment No. 1:** A resolution approving contract Amendment No. 1 with CH2M Hill Engineers, Inc. in the amount of \$6,765,224.00 for operation, maintenance, management, and engineering services for city wastewater treatment facilities and systems, and approving a \$70,000.00 contract contingency.
3. **2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and Work Program.
4. **SouthPass Amendment No. 1:** An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD.

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 Council Agenda Items
and
Contracts, Leases or Agreements

16-Nov-10

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Water and Sewer

Division

Utilities

Department

Action Required:

Approval of the purchase of two (2) on-line respirometers from Challenge Technologies for \$42,500, plus tax, Bid 10-64.

\$ 46,431

Cost of this request

\$ 218,790

Category / Project Budget

WWTP Plant Pumps & Equipment

Program Category / Project Name

5400.5800.5801.00

Account Number

\$ 36,647

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

02069

Project Number

\$ 182,143

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item

XX

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office 10-22-10 P05:06 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date



Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

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

Date: October 22, 2010

Subject: Approval of the purchase of two (2) on-line respirometers from Challenge Technologies for \$42,500, plus tax, Bid 10-64

RECOMMENDATION

Staff recommends approval of the purchase of two (2) on-line respirometers from Challenge Technologies for \$42,500, plus tax, Bid 10-64. The estimated price with tax is \$46,431.25.

BACKGROUND

The City's two wastewater treatment facilities have different but significant vulnerabilities due to the flows they treat and their construction. The Noland WWTF, which carries as much as 50% industrial flow on low volume days, is very vulnerable to unpredictable biological treatment issues due to the density and challenges of industrial wastewater. The West Side WWTF has much more consistent residential and commercial wastewater, but has no effluent storage capability. For these two reasons, in-line wastewater analysis is key to identifying process issues as early as possible.

This continuous or batch mode online analyzer is capable of measuring wastewater activated sludge respiration rates. The units will be installed at the wastewater treatment plant headworks to provide instantaneous characteristics of the incoming waste. They can also be moved to strategic locations within the plants as necessary to monitor for treatment anomalies. This instrumentation will help to provide forewarning of unusual waste strength or toxicity so that process adjustments or decisions can be made much more quickly than is currently possible, thus helping to prevent permit non-compliance and protect the biological treatment systems at both plants.

DISCUSSION

The City received two bids on October 22, 2010. The Challenge Technologies bid meets the minimum specification requirements. Challenge Technologies is a company that was born out of the University of Arkansas Innovation Center.

Manufacturer	Price
Challenge Technologies	\$ 21,250.00
Liquid Analytical Resource, LLC	\$ 45,000.00

BUDGET IMPACT

Funds for the on-line respirometers are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-64 AND AUTHORIZING THE PURCHASE OF TWO (2) ON-LINE RESPIROMETERS FROM CHALLENGE TECHNOLOGIES IN THE AMOUNT OF \$42,500.00 PLUS APPLICABLE SALES TAX FOR USE AT CITY WASTEWATER TREATMENT FACILITIES

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 #10-64 and authorizes the purchase of two (2) on-line respirometers from Challenge Technologies in the amount of \$42,500.00 plus applicable sales tax for use at City wastewater treatment facilities.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 10-64
DATE: 10/22/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-64, Online Respirometer Equipment

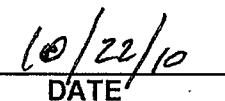
BIDDER	MANUFACTURER	MODEL	TOTAL BID PRICE
1 Challenge Technology	Challenge Technology	ODM-100	\$21,250.00
2 Liquid Analytical Resource, LLC	LAR Process Analyzers AG	Biomonitor with Sludge Refeed System	\$45,000.00

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

CERTIFIED:


A. FOREN, PURCH AGENT


WITNESS


DATE



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 10-64, Online Respirometer Equipment
DEADLINE: Wednesday, October 20, 2010 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Monday, October 04, 2010

INVITATION TO BID **Bid 10-64, Online Respirometer Equipment**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 10-64, Online Respirometer Equipment" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Challenge Technology

Contact Person: Mark Kuss Title: President

E-Mail: mkuss15@msn.com Phone: 479-527-1008

Business Address: 2270 Worth Lane

City: Springdale State: AR Zip: 72764

Signature: Mark Kuss Date: 10-20-10

City of Fayetteville
Bid 10-64, Online Respirometer Equipment
Bid Form

***GUARANTEED DELIVERY DATE:** The unit that was demonstrated at the Noland Plant is available immediately. A second unit will be available 4 weeks after receipt of order.

F.O.B. City of Fayetteville, Noland Wastewater Treatment Plant, 1400 N. Fox Hunter Road, Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Online Respirometer as specified	1	\$21,250.00	\$21,250.00

Please Specify for Unit(s) Bid:

*MANUFACTURER: Challenge Technologies MODEL : ODM-100

TOTAL BID PRICE: \$ 21,250.00

Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

THIS FORM CONTINUES ON THE NEXT PAGE...

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. The City of Fayetteville reserves the right to award the bid in its whole, by line item, or all rejection.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____ Challenge Technology _____
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: _____ 2270 Worth Lane _____

*CITY: _____ Springdale _____ *STATE: AR _____ *ZIP: 72764 _____

*PHONE: _____ 479-527-1008 _____ FAX: _____ 479-527-1000 _____

*E-MAIL: _____ mkuss15@msn.com _____

*BY: (PRINTED NAME) _____ Mark Kuss _____

*AUTHORIZED SIGNATURE: _____ *Mark Kuss* _____

*TITLE: _____ President _____

Acknowledge Addenda:

Add. No. _____ 1 _____	Dated: 10-19-2010 _____
Add. No. _____	Dated: _____
Add. No. _____	Dated: _____
Add. No. _____	Dated: _____
Add. No. _____	Dated: _____

City of Fayetteville
Bid 10-64, Online Respirometer Equipment
Technical Specifications

General -YES

Provide a prefabricated, automatic, mountable, and continuous or batch mode online analyzer to measure wastewater activated sludge respiration rates. The unit shall be able to be moved to another location if desired with minimal installation requirements.

Technical

Outputs: YES

- 4-20mA analog output.
- Available data transfer to a USB type external hard drive. Data shall include collected data along with a date and time extending back at least 2 weeks.

Connections: YES

- Ability to collect samples and drain up to 20 feet total length, including up to 10 feet vertical drop.
- Power connection a standard American 15 amp/110 volt circuit.
- Connection for and capability to utilize dc battery backup.

Enclosure YES per addendum 1

- Any electrical equipment must be enclosed in explosion proof casing to comply with NEMA class 7.
- The measurement equipment must be adequately weatherproofed to prevent damage from usage outdoors in accordance with normal weather patterns in Fayetteville, AR. Includes a heater to prevent freezing in cold weather.
- Unit must be of size and weight to allow for transportation to various locations.
- Hinged door for access to internal components for service and setup.

Controls YES

- PLC controller capable of being adjusted by local operator input.
- A local control screen to allow operator input and access to data.
- Graphic and text display for real time data.
- Safety measures to prevent spills.

Components YES

- Quick connections for sample tube change out.

Support

Documentation: YES

- A warranty of no less than one (1) year or the manufacturer's standard warranty, whichever is greater, from date of acceptance. Warranty shall guarantee that the product is free of manufacturer defects and the replacement of any defective parts.
- Two written and one digital copy of the operations and maintenance manual for the equipment shall be provided upon delivery.

Startup: YES-One day on site by Challenge Technology Technician. Free technical phone support.

- Technical assistance for installation and startup provided either on site or by phone.

Warranty YES

- The equipment bid will be warranted for one (1) year or the manufacturer's standard warranty, whichever is greater.
- Warranty shall include all parts & labor as well as shipping to and from destination(s) for coordination of repair and replacement parts.

Delivery YES

- All units are to be delivered F.O.B. to the City of Fayetteville, Noland Wastewater Treatment Plant, located at 1400 N. Fox Hunter Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance.
- Units shall be fully assembled, serviced, and ready for operation as delivered.

Other YES per addendum 1

- Unit(s) bid must be new and of the latest standard production model as offered for commercial trade.
- All specifications written are to minimums, unless otherwise noted.
- All unit(s) bid must meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- Warranty shall include all parts, labor, and transportation to the location of the warranty administrator.
- Payment(s) may be held until all documentation is delivered to the City of Fayetteville.

City of Fayetteville
Bid 10-64, Online Respirometer Equipment
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:

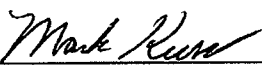
 X 1.) NO KNOWN RELATIONSHIP EXISTS

 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.

Mark Kuss
Printed Name


Signature

10-20-2010
Date

City of Fayetteville
Bid 10-64, Online Respirometer Equipment
Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART I: Primary Contact Information:

Name of Firm: Challenge Technology

Name of Primary Contact: Mark Kuss

Title of Primary Contact: President

Phone#1 (cell preferred): 479-527-1008 Phone#2: 479-466-6672

E-Mail Address: mkuss15@msn.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? ☒ YES ☐ NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: 10-20-2010

Signed: Mark Kuss

CHALLENGE technology

2270 Worth Lane Ste D, Springdale AR 72764
479-927-1008 Fax: 479-927-1000 www.challenge-sys.com

To: City of Fayetteville, AR
C/O Instrument & Supply, Inc.

Date: 10/20/2010

Quotation

Item #	Number of Units	Description	Each	Amount
	1	ODM-100 Oxygen Demand Monitor	\$21,250.00	\$21,250.00



Sub Total \$21,250.00

Up to two (2) units can be purchased at this promotional price.
Future units will be at list price.

Shipping Terms: FOB Springdale, Arkansas

(Quotation expires in 30 days. All prices in USD.)

Grand Total \$21,250.00

Buyer responsible for all Taxes, Duties and Fees

Payment Terms: Purchase order net 30 days or Wire Transfer (fees apply)

Delivery Terms: 45 Days after receipt of formal written Purchase Order

Warranty: 1 year warranty on all Challenge Technology manufactured goods.

Kent Kuss
Chief Marketing Director
Kent@challenge-sys.com

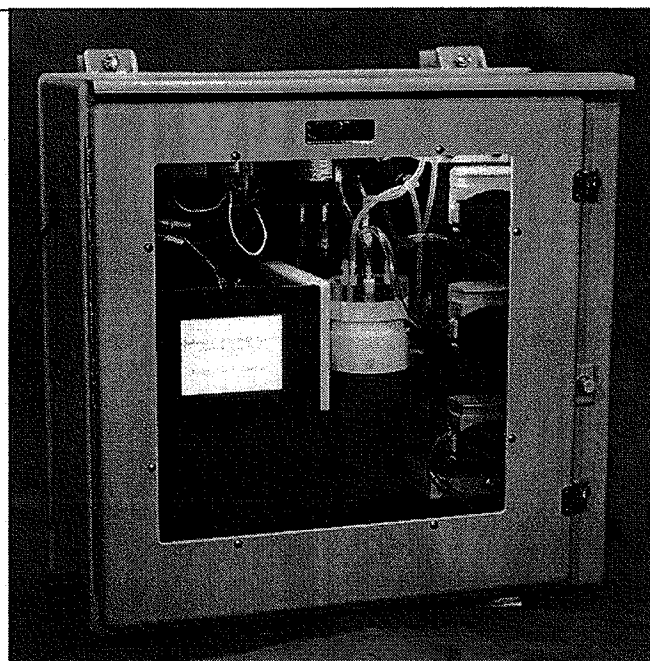
CHALLENGE technology

"Leading the field in respirometry for over 20 years"

Oxygen Demand Monitor

- Continuous Oxygen Demand Monitoring
- PLC Control with SCADA Output
- Upset Detection

- * **Monitors health and activity levels in aeration basin real time**
- * **PLC Control with SCADA output for alarms and control**
- * **Toxic event detection**
- * **Influent load monitoring for quick process control decisions and long term history analysis**
- * **OUR finger print analysis**



The Challenge Technology Oxygen Demand Monitor (ODM-100) allows for continuous monitoring of oxygen demand. The rugged, rail-mounted unit can quickly be installed or moved from location to location for a full analysis of oxygen demand for your specific operation. The unit operates in continuous or sequential batch mode for optimum oxygen demand information. Continuous mode can be used for toxicity detection and trend monitoring. The sequential batch mode can be used for OUR fingerprint analysis. The Challenge Technology Oxygen Demand Monitor is a robust, measurement instrument designed for operation in harsh plant environments.

2270 WORTH LANE STE D SPRINGDALE, AR 72764
PH: 479-927-1008 FX: 479-927-1000
WWW.CHALLENGE-SYS.COM SALES@CHALLENGE-SYS.COM

CHALLENGE technology

"Leading the field in respirometry for over 20 years"

Principles of Operation

The ODM-100 Oxygen Demand Monitor operates by measuring the amount of oxygen input needed to maintain a constant oxygen partial pressure in contact with a mixture of wastewater and microorganisms. The culture can be supplied from an operating aeration basin or a pilot reactor. The wastewater input can be from the influent to the aeration basin or from a candidate stream. Both wastewater and microorganism culture can be pumped into the reactor continuously or intermittently to provide either continuous or sequential batch operation. A mass balance of oxygen input and wastewater flow is used to compute the total oxygen uptake rate. Background endogenous respiration can be subtracted from total oxygen uptake for a measure of oxygen uptake due to waste biodegradation and gives a measure of short term BOD.

Features of the ODM-100:

- * Reaction vessel allows simultaneous input of mixed liquor and wastewater sample
- * Oxygen uptake rates in excess of 200mg/L/hr
- * Supplied 1/2 hp submersible sewage Pump
- * 4-20ma output for SCADA
- * PLC Industrial Controller
- * Touch screen user interface
- * Low maintenance
- * Rail-mount ready
- * Robust, user-friendly compact instrument

Specifications for the ODM-100:

Control system: Industrial PLC
 Electrical requirements: 110 VAC, 60Hz
 Temperature of operation: -5°C to 70°C
 1L Reactor sample volume
 Output: 0-5V to 4-20ma
 Modes: Continuous or Sequential batch
 Oxygen sensor: Gas phase percent
 Feed pumps: Front load Watson-Marlow

City of Fayetteville Staff Review Form

A. 3
 Bid #10-65 HACH Company
 Page 1 of 14

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

16-Nov-10

City Council Meeting Date
 Agenda Items Only

David Jurgens

Submitted By

Wastewater Treatment

Division

Utilities

Department

Action Required:

Approval of the purchase of a Flow Injection Analysis instrument, from HACH Company for \$49,364.56 plus tax, Bid 10-65. The estimated price with tax is \$53,930.78.

\$ 53,931

Cost of this request

\$ 218,790

Category / Project Budget

WWTP Plant Pumps & Equipment

Program Category / Project Name

5400.5800.5801.00

Account Number

\$ 36,647

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

02069

Project Number

\$ 182,143

Remaining Balance

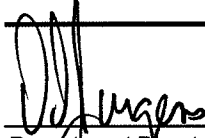
Water/Sewer

Fund Name

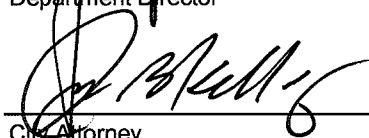
Budgeted Item

☒ XX

Budget Adjustment Attached

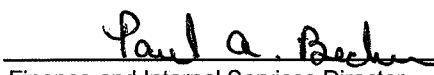
☐

 Department Director
22 Oct 10
Date

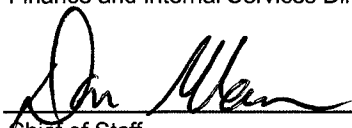
Previous Ordinance or Resolution #


 City Attorney
10-25-10
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
10-25-2010
Date
 Received in City
 Clerk's Office 10-22-10 P05:06 RCVD


 Chief of Staff
10-26-10
Date
 Received in
 Mayor's Office

 ENTERED
 10/25/10


 Mayor
10/27/10
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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



Date: October 22, 2010

Subject: Approval of the purchase of a Flow Injection Analysis instrument, from HACH Company for \$49,364.56 plus tax, Bid 10-65

RECOMMENDATION

Staff recommends approval of bid #10-65 for the purchase of a Flow Injection Analysis instrument, which includes PC hardware and software, setup, and training from HACH Company for \$49,364.56 plus tax. The estimated price with tax is \$53,930.78.

BACKGROUND

The Flow Injection Analysis instrument with an in-line heating and sequential digestion unit is capable of performing analyses for total phosphorus, nitrogen as nitrate, and other cation and anion parameters. Based on preliminary input from the Arkansas Department of Environmental Quality, it is anticipated that the next NPDES permit for the West Side will contain requirements for Nitrate-Nitrite and may also contain the requirement of 0.1mg/l Total Phosphorus. This instrument will provide the wastewater treatment laboratory with the capability of analyzing for low level phosphorus and nitrate-nitrite in samples taken from within both the Noland and West Side Wastewater Treatment Facilities.

DISCUSSION

The City received one bid on October 20, 2010 from HACH Company for \$49,364.56. The said bid meets the minimum specification requirements. Although there was only one bidder, the price is within the expected range.

BUDGET IMPACT

Funds for the Flow Injection Analysis instrument are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment project.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-65 AND AUTHORIZING THE PURCHASE OF A FLOW INJECTION ANALYSIS INSTRUMENT FROM HACH COMPANY IN THE AMOUNT OF \$53,930.78 FOR USE IN TESTING AT CITY WASTEWATER TREATMENT FACILITIES

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 #10-65 and authorizes the purchase of a flow injection analysis instrument from HACH Company in the amount of \$53,930.78 for use in testing at City wastewater treatment facilities.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 10-65
DATE: 10/20/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

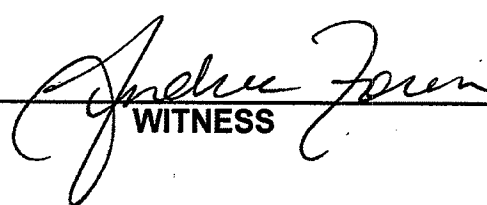
Bid 10-65, Flow Injection Equipment

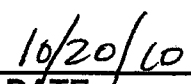
BIDDER	MANUFACTURER	MODEL	TOTAL BID PRICE
1 Hach Company	Hach Co - Lachat Inst	QuikChem 8500 Series 2	\$49,364.56

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

CERTIFIED:


P. VICE, PURCH MGR

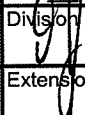

WITNESS


DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

*All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
 All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us*

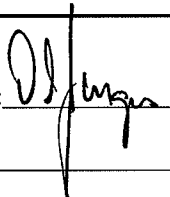
Vendor #: 05160		Vendor Name: HACH Company		Requisition No.: OMI 10- 03		Date: 22-Oct-10	
Address: P.O. Box 608				Fob Point: Fayetteville, AR		P.O Number:	
City: Loveland		State: CO		Zip Code: 80539-0608		Expected Delivery Date: 31-Dec-10	
				Ship to code: 95		Taxable: Yes ☒ No: ☐	
Requester: Bruce Richart				Requester's Employee #: OMI		Quotes Attached: Yes ☒ No: ☐	
				Extension: 4479-443-3292		Division Head Approval: 	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Flow Injection Equipment	1	EA	\$49,364.56	\$49,364.56	5400.5800.5801.00	02069		
2									
3									
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot						

Special Instructions: Bid #10-65						Subtotal: \$49,364.56 Tax: \$4,566.22 Total: \$53,930.78			
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Approvals:

Mayor: _____

Department Director: 

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 10-65, Flow Injection Equipment

DEADLINE: Wednesday, October 20, 2010 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Monday, October 04, 2010

INVITATION TO BID Bid 10-65, Flow Injection Equipment

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 10-65, Flow Injection Equipment" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Hach Company

Contact Person: Greg Hirt Title: Director of Sales

E-Mail: Sales@lachatinstruments.com Phone: 800-247-7613

Business Address: 5600 Lindbergh Dr

City: Loveland State: CO Zip: 80538

Signature: Greg Hirt Date: 10-12-10

City of Fayetteville
Bid 10-65, Flow Injection Equipment
Bid Form

*GUARANTEED DELIVERY DATE: 30-45 Days ARO

F.O.B. City of Fayetteville, Noland Wastewater Treatment Plant, 1400 N. Fox Hunter Road,
Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Flow Injection Equipment as specified	1	\$ <u>49,364.56</u>	\$ <u>49,364.56</u>

Please Specify for Unit(s) Bid:

*MANUFACTURER: Hach Co - Lachat Inst MODEL: QuikChem 8500 Series 2

TOTAL BID PRICE:

\$ 49,364.56

Bids must be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

THIS FORM CONTINUES ON THE NEXT PAGE. . .

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. The City of Fayetteville reserves the right to award the bid in its whole, by line item, or all rejection.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Hach Company
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: 5600 Lindbergh Dr

*CITY: Loveland *STATE: CO *ZIP: 80538

*PHONE: 800-247-7613 FAX: 970-461-3919

*E-MAIL: sales@lachatinstruments.com

*BY: (PRINTED NAME) Greg Hirt

*AUTHORIZED SIGNATURE: [Signature]

*TITLE: Director of Sales

Acknowledge Addenda:

Add. No. <u>—</u>	Dated: <u>—</u>
Add. No. <u>—</u>	Dated: <u>—</u>
Add. No. <u>—</u>	Dated: <u>—</u>
Add. No. <u>—</u>	Dated: <u>—</u>
Add. No. <u>—</u>	Dated: <u>—</u>

City of Fayetteville
Bid 10-65, Flow Injection Equipment
Technical Specifications

General

Purchase of an analytical instrument that will enable the wastewater treatment plant's laboratory to analyze for Total Phosphorus at ultra low level and Nitrate and Nitrite with the capabilities of analyzing other cation and anion analyses.

Technical

A Flow Injection Analysis instrument with chemistry manifolds for Total Phosphorus as Phosphate-P and Nitrogen as Nitrate plus Nitrite with an in-line heating and sequential digestion unit capable of reaching 160 degrees Celcius for sample digestion with sulfuric acid and potassium persulfate.

- Yes • 2-cm flow cell or better to provide a lower analyte detection of 0.002 mg/L.
- No/yes • 340-880 nanometer bandwidth UV detection. 400-880 nanometer (visible)
- yes • Interference filter.
- yes • Peak measurement data analysis area/height.
- yes • Sample throughput of at least 60 tests per hour per channel.
- yes • All methods must include linearity, precision, accuracy and method detection limit data.
- Yes • All appropriate chemistries and methodology must be approved for US EPA compliance monitoring per 40 CFR 136 and must be appropriate for wastewater analysis.

Components

- Yes • Automated single piston dilution system to provide at least 100-fold dilution, which is triggered automatically for over-range samples, and performing at less than or equal to 10% accuracy error and less than or equal to 2.5% precision error.
- Yes • Automated sample injection.
- Yes • Automated reagent introduction.
- yes • Automated rinse feature between samples to reduce carry-over and contamination.
- yes • Chemistry manifolds must use inert PTFE tubing or equivalent and replacement must be quickly and easily accessible without disassembly of delicate system components.
- yes • Corrosion resistant components, including Teflon tubing and corrosion resistant paint on metal surfaces.
- yes • The FIA system must be upgradable to provide Ion Chromotography which could run independently and simultaneously from the FIA portion of the system.
- yes • The FIA system must be upgradable to include additional analytical channels, each with its own leak detection system and, where applicable, with software controlled heaters for digestion that will pause the system until the set-point temperature is reached.
- yes • The system must not require compressed gas.
- yes • The system must not require debubblers and rebubblers as a primary means of protection of the Nitrate cadmium reduction column.
- yes • PC hardware and software fully included.
- yes • Software with windows based operating system featuring quality control, data quality management, auto-dilution triggers, custom reports and automatic logging. Software must

specifically include QC limits for each QC check standard, both relative and absolute, user-defined QC limits with out-of-range detection and immediate correction prior to any inaccurate data generation for any sample matrix, automated QA/QC protocol to monitor accuracy and precision, automated calculation of the USEPA's protocol for Method Detection Limit.

- yes • Software must include data quality management capability which will automatically instruct the instrument to react to data that fails to fall within specifications by performing one of five options: 1. Give a message showing how far out of specifications the QC is, but continue the run, 2. Automatically recalibrate and rerun all samples, 3. Automatically recalibrate and rerun all samples after the last quality control set that passed, 4. Abort the run, 5. Offer a menu with choices 1 through 4.

Support

- yes • Full set-up and training provided.
- yes • Service agreements must be provided which supply field service by direct employees of the vendor with full knowledge and experience with the instrument.
- yes • Technical Support must be included with a degreed scientist who may review and assist with data support if requested.
- yes • Minimum of 1-year warranty or manufacturer's warranty, which ever is GREATER, on parts and labor with extended warranties available at request. Parts or components must be available for loan within 48 hours if requested, both during and after the warranty period. Warranty shall include all parts & labor as well as shipping to and from destination(s) for coordination of repair and replacement parts.

Delivery

- yes • All units are to be delivered F.O.B. to the City of Fayetteville, Noland Wastewater Treatment Plant, located at 1400 N. Fox Hunter Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance.
- yes • Units shall be fully assembled, serviced, as deemed ready for acceptance.

Other

- yes • Unit(s) bid must be new and of the latest standard production model as offered for commercial trade.
- yes • All specifications written are to minimums, unless otherwise noted.
- yes • All unit(s) bid must meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- yes • Warranty shall include all parts, labor, and transportation to the location of the warranty administrator.
- yes • Payment(s) may be held until all documentation is delivered to the City of Fayetteville.

City of Fayetteville
Bid 10-65, Flow Injection Equipment
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:

 X 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.

Greg Hirt
Printed Name
[Signature]
Signature
10-12-10
Date

City of Fayetteville
Bid 10-65, Flow Injection Equipment
Authorized Negotiator Information – To Be Submitted With ALL Proposals

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

PART 1: Primary Contact Information:

Name of Firm: Hach Company
Name of Primary Contact: Greg Hirt
Title of Primary Contact: Director of Sales
Phone#1 (cell preferred): 262-490-7460 Phone#2: 970-669-3050
E-Mail Address: sales@lachatinstruments.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part 1) able to legally bind contracts? ☒ YES ☐ NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

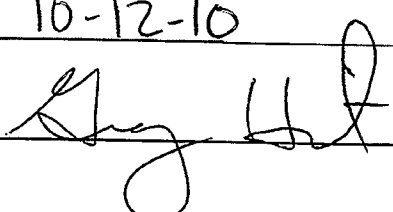
Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Date: 10-12-10

Signed: 



A. 3
 Bid #10-65 HACH Company
 Page 13 of 14
 P.O. Box 608, Loveland CO 80539-0608
 Tel: (800) 247-7613
 Fax: (970) 461-3919
 email: sales@lachatinstruments.com

PRICE QUOTATION

TO:
 City of Fayetteville
 Purchasing Division, Room 306
 113 W. Mountain
 Fayetteville, AR 72701
 Phone: 479-575-8220
 email: aforen@ci.fayetteville.ar.us

Quote # 21679B
 Date: 10/12/2010
 Salesperson: Scott Schroeder
 Prepared By: Heather Johnston
 Proposed Shipping Date: 2-4 Weeks ARO
 F.O.B. Destination
 To be shipped via: Best Way
 Expiration: 11/26/2010

Bid 10-65, Flow Injection Equipment Due: October 20, 2010 @ 2:00 PM

QTY.	DESCRIPTION		UNIT PRICE	EXTENDED AMOUNT
1	QC85S2R2	QuikChem 8500 Series 2 FIA+	\$34,742.00	\$34,742.00
1	A58102	System Unit with built-in leak detector/failure alert system		
2	A58008	Analytical Channel with high performance injection valve		
1	A58120	ASX-260 Series XYZ Sampler		
1	A85139	RP-100 Reagent Pump, 12 Tubes		
1	A85025	Accessories Kit		
1	DOC026.53.00808	QC8500 Instrument Manual		
1	LIMETH	Methods Manual		
1	85203	QC8500 Packaging Set		
1	14011L	Power Strip		
	Additional required items:			
1	A85080	Omnion 3.0 Software	\$2,795.00	\$2,795.00
1	A85060	Data System with Printer	\$2,150.00	\$2,150.00
1	A85134	Software Controlled Heater Apparatus including 1200 CM Insert	\$1,010.00	\$1,010.00
1	A89103	PDS200 Dilutor	\$6,110.00	\$6,110.00
1	A30111	In-Line Sample Prep Module	\$3,725.00	\$3,725.00
1	58025	2cm Detector Assembly	\$2,025.00	\$2,025.00
		Less Discount for 2CM Detector:		(\$2,025.00)
	Analytical Manifolds:			
1	E10-115-01-3-F	Phosphorus, Inline Total	\$1,390.00	\$1,390.00
1	E10-107-04-1-A	Nitrate + Nitrite	\$1,390.00	\$1,390.00
		Sub-Total:		\$53,312.00
		Less Corporate Discount:		(\$6,397.44)
2	TRNFAC2	Training, Factory-based, 2 Day, QC8500 FIA+, Omnion 3.0 Training on system installation, operation, maintenance and troubleshooting. Note: training course expires one (1) year after invoicing.	\$1,000.00	\$2,000.00
		Packing & Handling fee (41LD):	\$175.00	\$175.00
		Estimated Motor Freight Charges:		\$275.00
		TOTAL:		\$49,364.56
	Service Options with instrument purchase (begins after warranty expires):			
1	FSPQC8500	Field Service Partnership (1 year)	\$4,206.00	\$4,206.00
1	PMTRAVEL1	One (1) On-Site PM Visit	\$150.00	\$150.00
1	BSPQC8500	Factory Service Partnership (1 year)	\$3,956.00	\$3,956.00
NOTES: Full payment is <u>not</u> contingent upon completion of installation and training. Installation and training are pre-paid services included in the instrument				



P.O. Box 608, Loveland CO 80539-0608
Tel: (800) 247-7613
Fax: (970) 461-3919
email: sales@lachatinstruments.com

PRICE QUOTATION

TO:

City of Fayetteville
Purchasing Division, Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8220
email: afores@ci.fayetteville.ar.us

Quote # 21679B

Date: 10/12/2010

Salesperson: Scott Schroeder

Prepared By: Heather Johnston

Proposed Shipping Date: 2-4 Weeks ARO

F.O.B. Destination

To be shipped via: Best Way

Expiration: 11/26/2010

Bid 10-65, Flow Injection Equipment Due: October 20, 2010 @ 2:00 PM

QTY.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
	purchase. INSTALLATION: 1/2 Day Component Setup & Verification (not a substitute for Training) Warranty - One (1) Year Parts and Labor This system is delivered on a large pallet which requires a lift gate. Please indicate if you do not have a loading dock or lift gate at the delivery point. In this case, special equipment from the trucking company would be required to unload the goods.		

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Utilities Capital Projects

Division

Utilities

Department

Action Required:

Approval of Amendment 2 to the engineering services agreement with McClelland Consulting Engineers for \$32,036.33, for final design services for Mt. Sequoyah Pressure Plane Improvements associated with the Canterbury Water Tank including water pump station and off site water line extensions, and approval to maintain the previously approved \$20,000 contingency.

\$ 32,036
Cost of this request

\$ 1,753,000
Category/Project Budget

Mt Sequoyah Press Plane Imprvmt
Program Category / Project Name

5400.5700.5314.02
Account Number

\$ 1,675,369
Funds Used to Date

Water and Wastewater
Program / Project Category Name

04036-1
Project Number

\$ 77,631
Remaining Balance

Water/Sewer
Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

D. Jurgens
Department Director
22 Oct 10
Date

Previous Ordinance or Resolution # 193-05

D. Kelley
City Attorney
10-25-10
Date

Original Contract Date: 4/16/2003

Original Contract Number: 900

Paul A. Butler
Finance and Internal Services Director
10-25-2010
Date

Received in City
Clerk's Office 10-22-10 P04:18 RCVD
ED

Don Man
Chief of Staff
10-26-10
Date

Donald J. Jantzen
Mayor
10/27/10
Date

Received in
Mayor's Office
ENTERED
10/25/10
P/H

Comments:



www.accessfayetteville.org

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 22, 2010

Subject: Approval of Amendment 2 to the engineering services agreement with McClelland Consulting Engineers for \$32,036.33, for final design services for Mt. Sequoyah Pressure Plane Improvements.

RECOMMENDATION

Staff recommends approval of Amendment 2 to the engineering services agreement with McClelland Consulting Engineers for \$32,036.33, for final design services for Mt. Sequoyah Pressure Plane Improvements associated with the Canterbury Water Tank including water pump station and off site water line extensions, and approval to maintain the previously approved \$20,000 contingency.

BACKGROUND

The original design contract was awarded to McClelland Consulting Engineers in October, 2004 to evaluate and design the water storage tank and related piping and pump stations in the Mt. Sequoyah water pressure plane. Amendment No. 1 was approved in November, 2008 for the final design of the water tank site and bidding services. The contract did not include construction phase services.

DISCUSSION

This amendment covers construction phase services to oversee the construction of the foundation for the water tank. All other construction phases will be inspected by city staff. This amendment also covers the final design services of the Stone Mountain water pump station that will be necessary for the water project. City staff evaluated several pump station options before selection surface mounted vertical turbine pumps. The preliminary design utilized a lower cost, higher maintenance multi-stage centrifugal pump. This evaluation will save funds in both operation and maintenance costs, but requires more engineering evaluation than was budgeted for in the initial engineering contract.

BUDGET IMPACT

There is currently \$77,631.33 in the project budget before this change order is executed.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT #2 TO A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS IN THE AMOUNT OF \$32,036.33 FOR FINAL DESIGN SERVICES FOR MOUNT SEQUOYAH PRESSURE PLANE IMPROVEMENTS ASSOCIATED WITH THE CANTERBURY WATER TANK INCLUDING WATER PUMP STATION AND OFF-SITE WATER LINE EXTENSIONS, AND MAINTAINING A \$20,000.00 CONTINGENCY

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 Contract Amendment #2, a copy of which is attached as Exhibit "A," to the contract with McClelland Consulting Engineers in the amount of \$32,036.33 for final design services for Mount Sequoyah pressure plane improvements associated with the Canterbury water tank, including water pump station and off-site water line extensions.

Section 2. That the City Council of the City of Fayetteville, Arkansas maintains a project contingency of \$20,000.00.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT NO. 2
To
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
McCLELLAND CONSULTING ENGINEERS, INC.
FAYETTEVILLE, ARKANSAS
For The
MOUNT SEQUOYAH PRESSURE PLANE IMPROVEMENTS PROJECT
October 20, 2010

The October 5, 2004 Agreement between the CITY OF FAYETTEVILLE and McCLELLAND CONSULTING ENGINEERS, INC. is hereby amended to provide for engineering services during portions of the construction phases, to include site work and water main construction under Contract Section I, the Canterbury Tank, and general construction administration assistance; engineering coordination services between water main plans for Contract Section II, part of which were developed by McClelland Consulting Engineers, Inc, and part of which were developed by Jorgenson & Associates; and adjustments to current billing rates. The total estimated compensation for the previously approved engineering services and these additional services will be adjusted from \$171,600 to \$203,636.33, as further defined in Appendix A and B to this Amendment No. 2.

All other provisions, covenants, recitals, terms and conditions of the Agreement, which are not expressly amended herein, shall remain in full force and effect.

The parties hereby have executed this Amendment No. 2 on this date, the _____ day of _____, 2010.

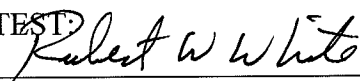
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor

ATTEST:
By: _____
City Clerk

McClelland Consulting Engineers, Inc.

By: 
Title: President

ATTEST:
By: 



APPENDIX A
To
AMENDMENT NO. 2
MOUNT SEQUOYAH PRESSURE PLANE
IMPROVEMENTS PROJECT
October 20, 2010

TASK DESCRIPTION	Amendment No. 1 Amount	Billed to Date (8/31/2010)	Amendment No. 2 Estimated Fee
Public Involvement and Communications	\$37,860	\$9,632.50	\$9,632.50
Preliminary Engineering Report	\$5,200	\$5,183.75	\$5,183.75
Surveying for Preliminary Design	\$21,400	\$19,936.25	\$19,936.25
Preliminary Geotechnical Services	\$8,710	\$9,989.50	\$9,989.50
Preliminary Design Services	\$40,900	\$40,575.75	\$40,575.75
Final Design Services	\$52,810	\$64,352.75	\$81,762.58
Bidding Services	\$4,720	\$6,625.00	\$9,000.00
Direct Expenses	-	\$1,603.83	\$2,400.00
Storm Water Pollution Prevention Plan	-	\$460.00	\$860.00
Construction Phase Services	-	\$13,118.00	\$24,296.00
Total Estimated Compensation	\$171,600	\$171,477.33	\$203,636.33

APPENDIX B TO AMENDMENT NO. 2
MOUNT SEQUOYAH PRESSURE PLANT IMPROVEMENT PROJECT

McClelland Consulting Engineers
2010 Billing Rates

Effective October 4, 2010

CATEGORY	*HOURLY RATE
Principal Engineer	\$ 155.00
Sr. Project Manager	\$ 143.00
Project Manager	\$ 135.00
Project Engineer IV	\$ 127.00
Project Engineer III	\$ 115.00
Project Engineer II	\$ 105.00
Project Engineer I	\$ 84.00
Landscape Architect IV	\$ 109.00
Landscape Architect III	\$ 100.00
Landscape Architect II	\$ 75.00
Landscape Architect I	\$ 55.00
Engineering Technician IV	\$ 90.00
Engineering Technician III	\$ 84.00
Engineering Technician II	\$ 65.00
Engineering Technician I	\$ 55.00
Construction Observer IV	\$ 90.00
Construction Observer III	\$ 80.00
Construction Observer II	\$ 61.00
Construction Observer I	\$ 55.00
Chief Draftsman	\$ 73.00
Draftsman II	\$ 60.00
Draftsman I	\$ 50.00
Survey Technician	\$ 80.00
Registered Land Surveyor	\$ 104.00
Survey (2-Man or 1-Man/Robotic) Crew	\$ 143.00
Field Survey -1 Man	\$ 72.00
Party Chief	\$ 66.00
Soils Lab Supervisor	\$ 60.00
Soils Lab Technician II	\$ 45.00
Soils Lab Technician I	\$ 42.00
Office Admin	\$ 60.00
Clerk/Typist	\$ 50.00
Mileage	\$ 0.50

*** Subject to Annual Adjustment**

**Please implement these new billing rates immediately
on all new jobs and on all hourly rates.**

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items OnlyTom Hubbard
Submitted ByUtilities
DivisionUtilities Capital Projects
Department

Action Required:

Approval of the second amendment to the agreement with Verizon/ Fayetteville MSA Limited Partnership to increase the mid-year rent charge and yearly inspection for the cellular antenna on the Gulley Road water tower.

Increase of \$245.70 per month revenue

Cost of this request

Category / Project Budget

Rent

Program Category / Project Name

5400.0940.6450.00

Account Number

Funds Used to Date

Revenue

Program / Project Category Name

N/A

Project Number

Remaining Balance

Water and Sewer

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

11-10

Original Resolution Date:

1/19/2010

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

10-26-10 A10:37 RCVD

Chief of Staff

Date

Received in
Mayor's OfficeENTERED
10/27/10
JH

Comments:

To: Mayor Lioneld Jordan

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

From: Tom Hubbard, Capital Projects Team

Date: October 26, 2010

Subject: Approval of the Second Amendment to the agreement with Verizon/ Fayetteville MSA Limited Partnership to adjust mid-term rent charges for the cellular antenna on the Gulley Road water tower.

RECOMMENDATION

Staff recommends approval of the second amendment to the agreement with Verizon/ Fayetteville MSA Limited Partnership to increase the mid-year rent charge and yearly inspection for the cellular antenna on the Gulley Road water tower.

BACKGROUND

The original 5-year agreement between the City of Fayetteville and Verizon/Alltel, for installation of an antenna, building and associated hardware, began on 21 September 1999 at a monthly rental rate of \$1,000. The agreement allowed for two 5-year renewal terms, the first of which began in September 2004 at a monthly rental rate of \$1,200. December 2009 the City amended the current contract for another 5-year agreement and a new monthly rental rate of \$1,440.00 (\$17,280.00 yearly), as agreed upon in the original agreement. With each renewal the rent will increase by twenty percent (20%) at the inception of each renewal term.

DISCUSSION

This amendment involves increasing the monthly rental amount \$245.70 this amount will increase the monthly rent to \$1,685.70 (\$20,228.40 yearly). Verizon plans to change out three existing large antiquated antennas with six smaller antennas; the net size comparison of the antennas are the same. Upon structural analysis review it's noted that the new antennas will require a structural epoxy plate and yearly inspections by Verizon. With these requirements, Verizon's work meets all City requirements.

The tower antenna design was structurally designed and reviewed and found to be able to handle the loads created by the antennas. 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 \$20,228.40.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH FAYETTEVILLE MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS PROVIDING FOR INCREASED RENT OF \$245.70 PER MONTH FOR CELLULAR ANTENNA SPACE ON THE GULLEY ROAD 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 second contract amendment, a copy of which is attached as Exhibit "A," to the contract with Fayetteville MSA Limited Partnership d/b/a Verizon Wireless providing for increased rent of \$245.70 per month for cellular antenna space on the Gulley Road Water Tower.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Owner Site Name/ Location: Gulley Road Water Tank
3265 Gulley Road. Fayetteville, AR 72703

Tenant Site Name: Mall West Beta Office
Tenant Location Code: 228754

SECOND AMENDMENT TO WATER TANK ATTACHMENT COMMUNICATIONS SITE AGREEMENT

This Second Amendment to Water Tank Attachment Communications Site Agreement ("Amendment") is made and entered into this __ day of ,20__, by and between City of Fayetteville ("Owner") and Fayetteville MSA Limited Partnership d/b/a Verizon Wireless ("Tenant").

WHEREAS, Owner and Tenant previously entered into a Water Tower Attachment Communications Site Agreement dated the 20th day of October, 1999 whereby Owner agreed to lease to Tenant space on Owner's water tower and a certain parcel of land for the installation of a structure to house Tenant's equipment on a site owned by Owner; and

WHEREAS, Owner and Tenant previously entered into a First Amendment to Water Tower Attachment Communications Site Agreement dated January 19, 2010 (collectively with the Water Tower Attachment Communications Site Agreement, the "Agreement") for the purpose of extending the term of the Agreement, among other items; and

WHEREAS, Owner and Tenant desire to amend and modify the Agreement as provided for in this Amendment.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is acknowledged by both parties Owner and Tenant do hereby agree as follows:

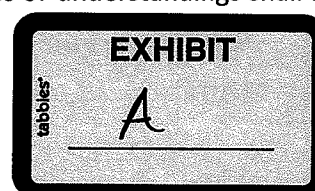
1. **Exhibit C.** Exhibit C is hereby replaced and superseded with Exhibit C-1 attached hereto and incorporated herein. In the event of any discrepancy between Exhibit C and Exhibit C-1, Exhibit C-1 shall prevail.

2. **Rent.** Commencing December 1, 2010, monthly rent shall increase by Two Hundred Forty-Five and 70/100ths (\$245.70) Dollars, partial months prorated. Thereafter, the increased rental amount shall increase pursuant to the terms of the Agreement.

3. **Yearly Inspections.** Owner and Tenant agree and acknowledge that Tenant will be utilizing epoxy to attach the additional antennas to the Water Tower. Tenant agrees that it will inspect such attachments on a yearly basis, on or around the anniversary date of the installation of the additional antennas. The inspection must be coordinated in advance with Owner and Owner shall have the right to attend such inspection.

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 Amendment contain all agreements, promises or understandings between Owner and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon



Owner Site Name/ Location: Gulley Road Water Tank
3265 Gulley Road. Fayetteville, AR 72703

Tenant Site Name: Mall West Beta Office
Tenant Location Code: 228754

either the Owner or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and 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 Amendment.

IN WITNESS WHEREOF, Owner and Tenant have executed this Agreement as of the date first written above.

OWNER:

CITY OF FAYETTEVILLE

By: _____
Mayor

TENANT:

**FAYETTEVILLE MSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS**

By: Alltel Communications, LLC
Its General Partner

By: _____
Hans F. Leutenegger
Area Vice President Network

AGENDA REQUEST

A. 6
Amend Resolution 166-10
Page 1 of 4

FOR: COUNCIL MEETING OF NOVEMBER 16, 2010

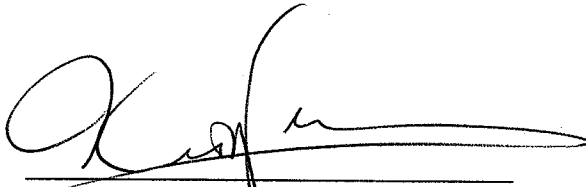
FROM:

KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Amend Resolution No. 166-10 To Authorize Either City Council Member Shirley Lucas Or Sarah Lewis To Represent The Fayetteville City Council During The Settlement Conference Of November 17, 2010, As Required By The Federal Magistrate

APPROVED FOR AGENDA:



City Attorney

10-29-10

Date

Paul a. Buhr

Finance & Internal Services Director

10-29-2010

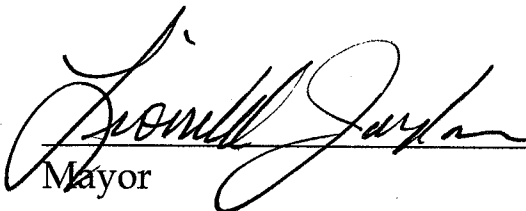
Date



Chief of Staff

10-29-10

Date



Mayor

11/1/10
Date

10-29-10A11:18 RCVD

Hum g.

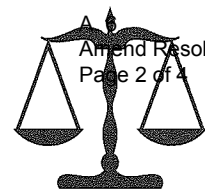


FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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

DEPARTMENTAL CORRESPONDENCE



Amend Resolution 166-10
Page 2 of 4

LEGAL DEPARTMENT

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams, City Attorney**

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

DATE: **October 29, 2010**

RE: **Required City Council Representative for**
Magistrate's Settlement Conference

City Council Member Shirley Lucas asked that I amend the Resolution appointing her as the Fayetteville City Council representative at the required Federal Magistrate's Settlement Conference to include City Council Member Sarah Lewis as an alternative representative because of possible scheduling conflicts. Please pass this Amendment to Resolution NO. 166-10 so that either Shirley or Sarah can attend as your representative.

RESOLUTION NO. _____

A RESOLUTION TO AMEND RESOLUTION NO. 166-10 TO AUTHORIZE EITHER CITY COUNCIL MEMBER SHIRLEY LUCAS OR SARAH LEWIS TO REPRESENT THE FAYETTEVILLE CITY COUNCIL DURING THE SETTLEMENT CONFERENCE OF NOVEMBER 17, 2010, AS REQUIRED BY THE FEDERAL MAGISTRATE

WHEREAS, either City Council Member Shirley Lucas or Sarah Lewis should be the Fayetteville City Council's representative at the *Rogers Group, Inc. v. City of Fayetteville* required Settlement Conference.

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 amends Resolution No. 166-10 to add City Council Member Sarah Lewis as an alternative representative of the Fayetteville City Council and the same powers granted to City Council Member Shirley Lucas.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 166-10

A RESOLUTION TO APPOINT CITY COUNCIL MEMBER SHIRLEY LUCAS TO REPRESENT THE CITY COUNCIL DURING ANY SETTLEMENT CONFERENCE REQUIRED BY THE FEDERAL DISTRICT COURT OR MAGISTRATE

WHEREAS, the United States Magistrate Judge has ordered that the City of Fayetteville attend a Settlement Conference in the case of *Rogers Group, Inc. v. City of Fayetteville* concerning the Rock Quarry Licensing Ordinance; and

WHEREAS, the Magistrate Judge requires Fayetteville to have a representative of the City Council present at such Settlement Conference; and

WHEREAS, the Magistrate Judge requires that this representative be empowered with whatever settlement authority the City Council might wish to confer on such representative.

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 appoints City Council Member Shirley Lucas as the official City Council representative for any required Settlement Conference to be conducted by the Federal Magistrate Court in the case *Rogers Group, Inc. v. City of Fayetteville*.

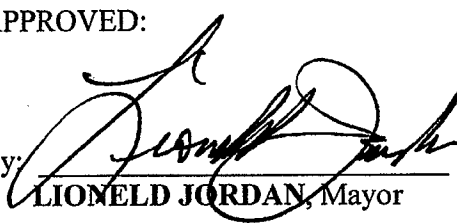
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby empowers City Council Member Shirley Lucas to agree to possible amendments up to full deletion of §113.02(C)(2), (4) and (5) and §113.02 (D)(2) regarding the numbers on the dump trucks.

PASSED and APPROVED this 21st day of September, 2010.

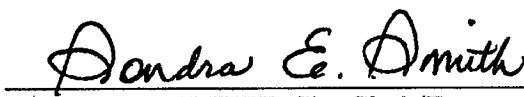
APPROVED:

ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Solid Waste

Division

Utilities

Department

Action Required:

Resolution authorizing the Mayor to accept a 2010 Arkansas Department of Environmental Quality (ADEQ) recycling grant through the Boston Mountain Solid Waste District for \$29,449 for recycling containers for the West Side Recycling Drop Off Facility and approving a budget adjustment to accept the funds and allocate them along with \$4,565 remaining from a 2008 ADEQ containers grant into the West Side Recycling Drop Off Facility project.

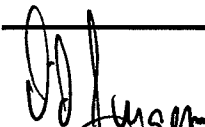
\$ -	\$ 473,250.00	Westside Recycling Drop-Off Facility
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5060.5816.00	\$ 89,550.16	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
10003 / 1	\$ 383,699.84	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

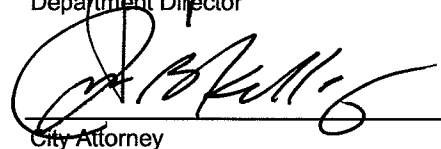
Budget Adjustment Attached

XX


 Department Director
29 Oct 10
Date

Previous Ordinance or Resolution #

N/A


 City Attorney
11-1-10
Date

Original Contract Date:

N/A

Original Contract Number:

N/A


 Finance and Internal Services Director
11-1-2010
DateReceived in City 10-29-10 P03:43 RCVD
Clerk's Office

 Chief of Staff
11-1-10
DateReceived in
Mayor's Office


 Mayor
11/1/10
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director
Carrol Hill, Solid Waste and Recycling

From: Brian Pugh, Solid Waste and Recycling 

Date: 29 October 2010

Subject: Resolution Authorizing the Mayor to Accept 2010 ADEQ Recycling Grant Revenue of \$29,449 for Recycling Containers for the West Side Recycling Drop Off Facility; approving a budget adjustment

RECOMMENDATION

Fayetteville City Administration recommends approval of a resolution for the Mayor to accept a 2010 Arkansas Department of Environmental Quality (ADEQ) recycling grant through the Boston Mountain Solid Waste District for \$29,449 for recycling containers for the West Side Recycling Drop Off Facility and approving a budget adjustment to accept the funds and allocate them along with \$4,565 remaining from a 2008 ADEQ containers grant into the West Side Recycling Drop Off Facility project. Due to limitations in grant funds available through the District, the original grant request amount had to be reduced from \$47,250 to the amount shown with this acceptance request. The resolution number for applying for this grant is 73-10.

BACKGROUND

Each year the Arkansas Department of Environmental Quality issues recycling grants through local Solid Waste Districts to help fund recycling programs. The City has benefited from these grants in the past. The Boston Mountain Solid Waste District compiles the grant applications and submits them to the Solid Waste Board for approval at their August Board meeting. The City applied for this grant in 2010.

The \$4,565 is remaining from a 2008 ADEQ containers grant to purchase 4 yd dumpsters to initiate a commercial paper collection program. Containers were purchased and the program is successful so the remaining funds will be better utilized with the Westside project.

DISCUSSION

Boston Mountain Solid Waste District approved the City for this grant and the change order for remaining 2008 grant funds in 2010. It will be used to purchase recycling containers utilized in a new West Side recycling drop off facility. The site is located on Broyles Road near the West Side Wastewater Treatment Plant on City land. The West Side recycling drop off is intended as our premier drop off and recycling education facility, integrating all aspects of the proximity to the Woolsey Wet Prairie into a comprehensive sustainability and recycling education site. We intend to incorporate Low Impact Development techniques into the drop off center design as much as possible. The improvements will also include an increase in using volunteers to help maintain the site.

This grant request is similar to the 2009 grant from Boston Mountain Solid Waste District for purchase of containers for the site. The grant awarded in 2009 was for \$47,250.

BUDGET IMPACT

The recycling grant awards are not matching grants, so no City funds are obligated with this request. The budget adjustment is attached to recognize the grant revenue and add it to the West Side Recycling Drop Off Facility capital project budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2010 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY RECYCLING GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$29,449.00 FOR RECYCLING CONTAINERS FOR THE WEST SIDE RECYCLING DROP-OFF FACILITY, 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 2010 Arkansas Department of Environmental Quality recycling grant through the Boston Mountain Solid Waste District in the amount of \$29,449.00 for recycling containers for the West Side Recycling Drop-off Facility.

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 16th day of November, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

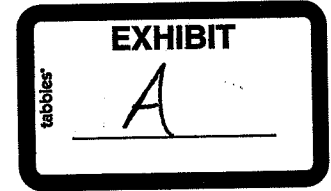
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 7
2010 ADEQ Recycling Grant
For Containers
Page 4 of 14

Budget Year 2010	Department: Utilities Division: Solid Waste and Recycling Program: Recycling	Request Date 11/16/2010	Adjustment Number
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JUSTIFICATION TO INCREASE PROJECT / ITEM:

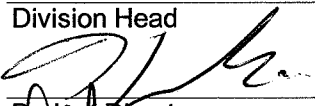
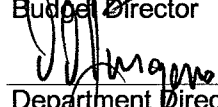
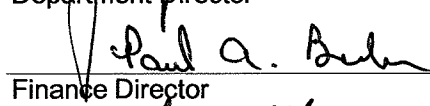
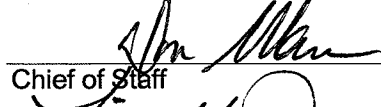
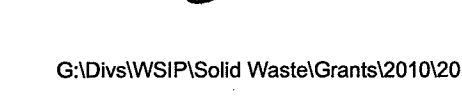
\$34,014 is requested in the Solid Waste Improvements account within the Westside Recycling Drop Off Facility capital project to pay a portion of the cost of the containers for this site.



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

No decrease will be necessary. This budget adjustment recognizes revenue received from the 2010 Arkansas Department of Environmental Quality (ADEQ) recycling grant award through the Boston Mountain Solid Waste District for recycling containers and funds remaining from a 2008 ADEQ containers grant into the West Side Recycling Drop Off Facility project.

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Solid Waste Improvements	5500.5060.5816.00	34,014		10003 . 1
State Grants - Capital	5500.0950.4302.00		29,449	10003 . 1
Containers	5500.5060.5227.00		4,565	09019 . 1
State Grants - Capital	5500.0950.4302.00	4,565		09019 . 1
State Grants - Capital	5500.0950.4302.00		4,565	10003 . 1
TOTAL		<u>38,579</u>	<u>38,579</u>	

Division Head 	Date 10/22/10	Requested By ggundlach
Budget Director 	Date 29 Oct 10	Budget & Research Use Only
Department Director 	Date 11-1-2010	Type: A B C <u>D</u> E
Finance Director 	Date 11-1-10	Description: _____ 0
Chief of Staff 	Date 11/1/10	General Ledger Date _____
Mayor 	Date 11/1/10	Posted to General Ledger Initial Date
		Posted to Project Accounting Initial Date

Grant Number

BMT09-10



ARKANSAS
DEPARTMENT OF ENVIRONMENTAL QUALITY
MIKE BEEBE, GOVERNOR
Teresa Marks, Director

Solid Waste Management Division, Recycling/Marketing Branch

SOLID WASTE AND RECYCLING GRANTS
2010 APPLICATION FORM
(STATE FISCAL YEAR 2011)

1.0 **City of Fayetteville**
Name of Applicant (This may be a city, county, municipality, etc.)

1.1 **Brian Pugh**
Contact Person (This person must be available to answer questions regarding this grant.)

1.2 **1560 S. Happy Hollow Road** **Fayetteville** **Washington** **72701**
Address City County Zip

1.3 **(479)** **718-7685** **444-3478** **bpugh@ci.fayetteville.ar.us**
Area Code Telephone Fax E-mail

2.0 Grant Category: Check One (Please select only one category per application.)

☐ Administrative

☐ Material Recovery Facility

☐ Composting Equipment
Specify type

☒ Recycling Equipment
Specify type Containers

☐ Education

☐ Solid Waste Planning

☐ Transfer Station with Recycling

☐ Recycling Programs

2.1 Project Total Cost

Grant Amount Requested

\$ 504,949

\$ 29,449

3.0 **Project Description** – All grant applications, including administrative, must include a detailed project description. At a minimum, answer the following:

3.1 **A project contact person who will be available to answer questions regarding the location of the project and/or equipment, the on-going operation, days and hours of operation.**

Brian Pugh – contact information is above.

3.2 **The project's goals and how the project will be conducted, (such as, how will materials be collected and marketed, and how public awareness of the project will be increased).**

This project will purchase drop off containers for a new recycling drop off on the west side of Fayetteville. Containers for this site were also purchased with 2009 Grant Funds. The goal of this development was based on findings of a 2008 recycling study conducted by R.W. Beck,

which indicated recycling drop offs are less expensive to operate than curbside service. Single family units receive curbside service as part of the monthly rate structure for trash collection. Commercial businesses with volumes similar to single family can participate in the curbside service for a small monthly charge. Those not having curbside service, especially apartments and multi-family dwellings, will have another option which might be closer to them so participation could be easier. A marketing plan is being developed in house to help with educational outreach.

The drop off is intended as the City's premier drop off and recycling education facility, integrating all aspects of the proximity to the Woolsey Wet Prairie which does or will include a state of the art waste water treatment facility, wetlands, and trail connection within the City's trails master plan. Plans are intended to incorporate Low Impact Development techniques into the drop off center design as much as possible. The drop off will include educational materials and kiosks and will be used to host school trips to teach about the environmental issues in addition to solid waste and recycling.

The City currently operates a drop off for recyclables at the Solid Waste and Recycling Division on the southeast part of Fayetteville. Materials are collected in large roll off style containers and hauled with a roll off truck.

The new site, which is budgeted in the 2010 Solid Waste Budget, will be staffed and locked during certain hours unlike the current site which is open 24 hours a day / 7 days a week. This drop off is the first of several planned for Fayetteville to address additional recycling infrastructure. The containers purchased with this grant will be in use with the facility at all times.

3.3 What materials will be recycled?

The items recycled will be the same as the curbside program, including: mixed paper, cardboard, chipboard, newspaper, # 1 plastic bottles, #2 plastic bottles and jugs, steel and aluminum cans, and clear, brown and green glass bottles and containers.

3.4 Project location and population served by the proposed project. (Whom do you expect to participate in the program?)

The site will be developed at the corner of Broyles Ave and Persimmon St. in west Fayetteville. The site will be open to all, but the focus will be on those residents not receiving curbside service within Fayetteville and other close by City and County residents. The last census in Fayetteville listed the population at 67,158.

3.5 The days and hours of operation. (If funding equipment, how many days/hours will it be used for the project?)

As part of the marketing strategy mentioned earlier, staff is evaluating which hours the site should be open to accommodate the most users. A 40 hour work week is planned using a current Solid Waste and Recycling employee. There will be some weekend hours made available to ensure the site is convenient to users.

BMT09-10

Grant Number

BMT09-10

4.0 Administrative Requirements

4.1 Does the applicant hold current environmental permits required for this project?

YES ☐ NO ☐ NO, BUT HAVE APPLIED ☐ NOT APPLICABLE ☒

4.2 If existing equipment serves the project area, provide justification why this project is not a duplication of services.

A new recycling drop off will provide more recycling options to residents in Fayetteville and Washington County including being closer to Farmington residents who might want to use the site.

The educational aspect of the facility will enable use by other governmental agencies for educational tours and presentations.

4.3 Does the applicant have sufficient resources to effectively operate the project for the purpose(s) specified in the application? ***(Grant recipients must show that adequate revenues are being collected to support the long-term operation and maintenance of a grant-funded project. Items such as equipment maintenance and supplies, utilities, labor and transportation costs should be considered.)***

Yes ☒ No ☐

4.4 Projected beginning date March 2011
(Date must be entered)

4.5 Projected completion date August 2011
(Date must be entered)

4.6 Attach completed Budget, Appendix A

4.7 Attach signed Minimum Conditions of Grants, Appendix B

4.8 Attach proof of publication and public comments received regarding the Grant request. *(A description of the grant proposal must be inserted in a newspaper of general circulation in the area affected by the project a minimum of 30 days prior to the submission of the grant application. This must include a solicitation of written comments from the public. For a sample public notice, see Appendix C).*

Ensure that Section 5.0 Signature and Certification is completed and accompanies each grant application.

Grant Number

BMT09-10

5.0 Signature and certification

The authorized representative of the organization applying for the grant and the Regional Solid Waste Management Board Chairman both must sign the application. The authorized representative must have the authority to obligate the applicant's resources.

I certify that to the best of my knowledge, the information provided in this application and its attachments is correct and true. I understand and agree that if grant money is subsequently awarded as a result of this application, I will comply with all applicable statutory provisions and with applicable terms, conditions, and procedures of the ADEQ grant program. I certify that all proposed activities will be carried out and that all grant money received will be utilized solely for the purposes for which it is intended unless written authorization is provided by the Regional Solid Waste Management District and the Arkansas Department of Environmental Quality.

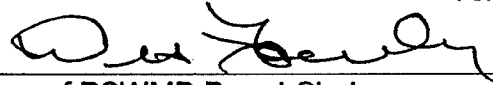


Signature of Applicant's Authorized Representative

Mayor
Title

(479) 575-8330
Telephone Number

8/25/10
Date

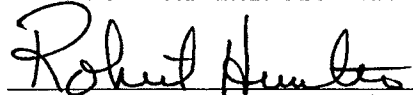


Signature of RSWMD Board Chairman

Print Name

Date

THE ABOVE-REFERENCED GRANT IS HEREBY APPROVED.



Robert Hunter (ADEQ Recycling/Marketing Branch)

Oct 24, 2010
Date



(ADEQ Solid Waste Management Division Chief)

10/21/2010
Date



(ADEQ Chief Deputy Director)

10/22/10
Date

Grant Number

BMT09-10

APPENDIX A – PROJECT BUDGET

Costs Should Be Budgeted For First Year Only.
Revenue Should Be Projected For Three Years.

- (A) **PROJECT BUDGET SUMMARY** – Fill in all applicable spaces. Total ADEQ Grant Funds Requested and Total Project Costs must match the figures shown on page one (1) of the application. Be sure to total grant funds requested, matching resources, and total costs. Providing matching resources is not mandatory to be considered for a grant but is a measure of cost effectiveness of your application.

(A) Project Budget and Summary	ADEQ Grant Funds Requested	Matching Resources	Total Costs
1. Personnel Services		74,250	
2. Professional Services		195,000	
3. Capital Outlay	29,449	206,250	
4. Services and Supplies			
5. Total ADEQ Grant Funds Requested (Transfer to Pg 1)	29,449		
6. Total Matching Resources Committed to the Project		475,500	
TOTAL PROJECT COST (Transfer to Page 1)			504,949

- (B) **REVENUE TO CONTINUE PROGRAM** – List all revenue sources, present or future, to maintain the project beyond the grant. This section must be completed.

(B) Revenue to Continue Program	Year 1	Year 2	Year 3
Grant Funds (specify type of grant) ADEQ – Recycling Equipment	29,449		
Landfill Tipping Fees			
Local Sales Tax			
Mandatory User Fees			
Sales of Recycled Material – taken from '09 year ending Income Statement for total program recycling revenue and projected flat for 3 years.	277,000	277,000	277,000
Solid Waste Assessment			
Other (specify) Solid Waste Revenue - Solid Waste Fund covers total Recycling Program expense minus recycling revenue. Totals taken from '09 year ending Income Statement and projected flat for 3 years	1,492,000	1,492,000	1,492,000
TOTAL REVENUE	1,798,449	1,769,000	1,769,000

APPENDIX A – PROJECT BUDGET DEFINITIONS

PERSONNEL SERVICES – Even if the applicant is not seeking Recycling Grant funds to pay salaries, this expense should be considered as part of the project cost. This expense may be considered a matching resource. List principal project personnel salaries directly on this form. Be sure to total grant funds requested, matching resources, and total costs in the space provided. This section must be completed.

PROFESSIONAL SERVICES – List consultants, contractors, etc. Services may include those of a web page designer or consultant. Be sure to total grant funds requested, matching resources, and total costs in the space provided.

CAPITAL OUTLAY – List all items to be purchased with a value greater than \$300. Include equipment, structures, and items relating to them. Be sure to total grant funds requested, matching resources, and total cost in the space provided.

SERVICES AND SUPPLIES – Include items not itemized in “Personnel Services,” “Professional Services,” and Capital Outlay.” Examples are duplicating, materials/supplies, postage, publication charges, travel, etc. Be sure to total grant funds requested, matching resources, and total costs in space provided. This section must be completed.

***Matching Resources** include cash or in-kind contributions: **In-Kind contributions** include any documented contribution, such as real estate, goods or services, and labor, and should be valued using a defensible, auditable method. For example, rates for volunteers should be consistent with those paid for similar work in other state or local government activities; donated supplies should be assigned a reasonable value not to exceed lowest fair market value.

Grant Number

BMT09-10

APPENDIX B – MINIMUM CONDITIONS OF RECYCLING GRANTS

**The following items are not eligible
for funding from recycling grants:**

Taxes
Reimbursement of funds
Retroactive purchases
Legal fees
Licenses or permits
Land acquisition
Vehicle registration
Utilities including telephone
Office equipment

All grants are subject to the requirements of A.C.A 8-6-601 et. Seq. and Arkansas Pollution Control and Ecology Commission Regulation 11, Chapter Five: Solid Waste Management and Recycling Grants Program: Highlights include:

Grant Recipients agree to:

- Conform to all state laws on the purchase, use or sale of equipment and facilities secured with grant funds.
- Have design plans for construction of permanent facilities with an estimated cost of \$50,000 or greater approved by a professional engineer unless otherwise approved by ADEQ.
- Seek competitive bids or requests for proposals (RFP) for purchase of equipment or services with an estimated cost of \$15,000 or greater. This should be done through an advertisement in an area newspaper of general circulation.
- Start grant project before application deadline for the next grant round. Delays must be approved in writing by both the RSWMD and ADEQ.
- Develop the recycling program presented in the application and expend all grant funds within three years. Extensions must be approved in writing by both the RSWMD and ADEQ.
- Actively seek to market or reuse materials collected in three years.
- Use any interest earned on grant funds exclusively for this or other recycling programs.
- Maintain an orderly accounting system to document that grant expenditures are made in accordance with project budget. This includes keeping copies of all bids, paid invoices, canceled checks, and other appropriate paperwork.
- Report annually to the RSWMD as directed by ADEQ & the board.

Completed &
Attached
BP 8-27-10



APPENDIX B – MINIMUM CONDITIONS OF RECYCLING GRANTS

RSWMD Boards agree to:

- Establish or designate at least one adequate recyclable materials collection center in each county.
- Ensure that all applicable federal, state and local permits and licenses have been obtained; the project has begun; and adequate revenues sources for continuation of the program are in place before disbursing grant funds.
- Ensure that recipients conform to all state laws that are applicable to the purchase, use or sale of equipment and facilities secured with state funding.
- Ensure that facilities or equipment purchased with grant funds be used exclusively for the general purposes specified in the grant application.
Note: facilities and equipment purchased with grant funds may not be sold, traded or transferred without the Department's written consent.
- Require grant recipients to maintain an orderly accounting system to document that expenditures are made in accordance with project budget. This includes keeping copies of bids, paid invoices, canceled checks and other appropriate paperwork.
- Review any change order forms submitted. If approved, submit to ADEQ for final approval.
- Review requests for delay of start of grant projects. If approved submit to ADEQ for final approval.
- In the following categories, compile and submit annual progress reports to ADEQ by **August 1** of each year for a period of five years (or until all funds are expended, whichever is longer) following grant approval, *even if all grant funds have been expended*: Composting Equipment, Transfer Station with Recycling, Material Recovery Facilities, Recycling Equipment and Recycling Programs.
- In the following categories, compile and submit annual progress reports to ADEQ by **August 1** of each year for a period of five years following grant approval, or *until the expenditure of grant funds is complete*: Administration, Education, and Solid Waste Planning.
- Notify ADEQ in the event a recipient has not met conditions of the approved grant application.
- ***Ensure that the project is compatible with the approved RSWMD plan on file with ADEQ or submit documentation demonstrating why a deviation is necessary.***

Grant Number

BMT09-10

All grants are subject to audit. Department personnel have the right of access to all records pertaining to a grant-funded project or activity.

I hereby certify that I have read and agree to the conditions of grants as stated above and contained in the pertinent legislation and regulation.



Signature of Applicant's Authorized Representative

Mayor

Title

(479) 575-8330

Telephone Number

8/25/10

Date



Signature of RSWMD Board Chairman

Wes Fowler

Print Name

8/27/10

Date

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

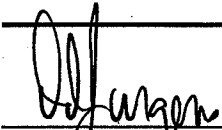
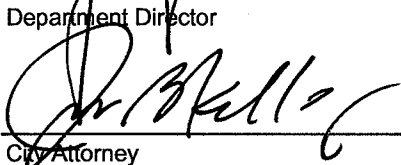
City Council Meeting Date
Agenda Items OnlyDavid Jurgens
Submitted BySolid Waste
DivisionUtilities
Department

Action Required:

Resolution authorizing the Mayor to accept a 2010 Arkansas Department of Environmental Quality (ADEQ) recycling grant through the Boston Mountain Solid Waste District for \$15,551 for education for the West Side Recycling Drop Off Facility and approving a budget adjustment to accept the funds and allocate them to the West Side Recycling Drop Off Facility.

\$ -	\$ 473,250.00	Westside Recycling Drop-Off Facility
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5060.5816.00	\$ 89,550.16	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
10003 / 1	\$ 383,699.84	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒ XX

 Department Director	<u>29 Oct 10</u> Date	Previous Ordinance or Resolution #	N/A
 City Attorney	<u>11-1-10</u> Date	Original Contract Date:	N/A
		Original Contract Number:	N/A

<u>Paul A. Becker</u> Finance and Internal Services Director	<u>11-1-2010</u> Date
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Received in City 10-29-10 P03:43 RCVD
Clerk's Office

<u>Alan Mann</u> Chief of Staff	<u>11-1-10</u> Date
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Received in
Mayor's Office



<u>Frederick Jayson</u> Mayor	<u>11/1/10</u> Date
----------------------------------	------------------------

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director
Carrol Hill, Solid Waste and Recycling

From: Brian Pugh, Solid Waste and Recycling

Date: 26 October 2010

Subject: Resolution Authorizing the Mayor to Accept ADEQ Recycling Grant Revenue of \$15,551 for Education improvements for the West Side Recycling Drop Off Facility; approving a budget adjustment

RECOMMENDATION

Fayetteville City Administration recommends approval of a resolution for the Mayor to accept a 2010 Arkansas Department of Environmental Quality (ADEQ) recycling grant through the Boston Mountain Solid Waste District for \$15,551 for Education improvements for the West Side Recycling Drop Off Facility and approving a budget adjustment to accept the funds and allocate them to the West Side Recycling Drop Off Facility project. Due to limitations in grant funds available through the District, the original grant request amount had to be reduced from \$25,000 to the amount shown with this acceptance request. The resolution number for applying for this grant is 72-10.

BACKGROUND

Each year the Arkansas Department of Environmental Quality issues recycling grants through local Solid Waste Districts to help fund recycling programs. The City has benefited from these grants in the past. The Boston Mountain Solid Waste District compiles the grant applications and submits them to the Solid Waste Board for approval at their August Board meeting. The City applied for this grant in 2010.

DISCUSSION

Boston Mountain Solid Waste District approved the City for this grant in 2010. It will be used to fund educational aspects such as signage and brochures utilized in a new West Side recycling drop off facility. The site is located on Broyles Road near the West Side Wastewater Treatment Plant on City land. The West Side recycling drop off is intended as our premier drop off and recycling education facility, integrating all aspects of the proximity to the Woolsey Wet Prairie into a comprehensive sustainability and recycling education site. We intend to incorporate Low Impact Development techniques into the drop off center design as much as possible. The improvements will also include an increase in using volunteers to help maintain the site.

BUDGET IMPACT

The recycling grant awards are not matching grants, so no City funds are obligated with this request. The budget adjustment is attached to recognize the grant revenue and add it to the West Side Recycling Drop Off Facility capital project budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2010 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY RECYCLING GRANT THROUGH THE BOSTON MOUNTAIN SOLID WASTE DISTRICT IN THE AMOUNT OF \$15,551.00 FOR EDUCATIONAL MATERIAL FOR THE WEST SIDE RECYCLING DROP-OFF FACILITY, 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 2010 Arkansas Department of Environmental Quality recycling grant through the Boston Mountain Solid Waste District in the amount of \$15,551.00 for educational material for the West Side Recycling Drop-off Facility.

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 16th day of November, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 8
2010 ADEQ Recycling Grant
For Education
Page 4 of 14

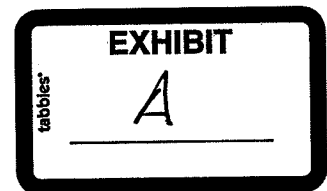
Budget Year 2010	Department: Utilities Division: Solid Waste and Recycling Program: Recycling	Request Date 11/16/2010	Adjustment Number
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JUSTIFICATION TO INCREASE PROJECT / ITEM:

\$15,551 is requested in the Solid Waste Improvements account within the Westside Recycling Drop Off Facility capital project to pay for educational material related to the development and on-going promotion of the site.

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

No decrease will be necessary. This budget adjustment recognizes revenue received from the 2010 Arkansas Department of Environmental Quality (ADEQ) recycling grant award through the Boston Mountain Solid Waste District for Education related expenses for the West Side Recycling Drop Off Facility.



Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Solid Waste Improvements	5500.5060.5816.00	15,551		10003 . 1
State Grants - Capital	5500.0950.4302.00		15,551	10003 . 1
				.
				.
				.
				.
TOTAL		<u>15,551</u>	<u>15,551</u>	

Division Head	Date	Requested By	Ginny Gundlach					
	10-28-10		ggundlach					
Budget Director	Date	Budget & Research Use Only						
	29 Oct 10	Type:	A	B	C	D	E	
Department Director	Date	Description:						
	11-1-2010		0					
Finance Director	Date	General Ledger Date						
	11-1-10							
Chief of Staff	Date	Posted to General Ledger	Initial		Date			
	11/1/10							
Mayor	Date	Posted to Project Accounting	Initial		Date			

Grant Number

BMT10-10



ARKANSAS
DEPARTMENT OF ENVIRONMENTAL QUALITY
MIKE BEEBE, GOVERNOR
Teresa Marks, Director

Solid Waste Management Division, Recycling/Marketing Branch

SOLID WASTE AND RECYCLING GRANTS

2010 APPLICATION FORM

(STATE FISCAL YEAR 2011)

1.0 City of Fayetteville

Name of Applicant (This may be a city, county, municipality, etc.)

1.1 Brian Pugh

Contact Person (This person must be available to answer questions regarding this grant.)

1.2 1560 S. Happy Hollow Road Fayetteville Washington 72701
Address City County Zip

1.3 (479) 718-7685 444-3478 bpugh@ci.fayetteville.ar.us
Area Code Telephone Fax E-mail

2.0 Grant Category: Check One (Please select only one category per application.)

- | | |
|--|---|
| ☐ Administrative | ☐ Material Recovery Facility |
| ☐ Composting Equipment
<i>Specify type</i> | ☐ Recycling Equipment
<i>Specify type</i> |
| ☒ Education | ☐ Solid Waste Planning |
| ☐ Transfer Station with Recycling | ☐ Recycling Programs |

2.1 Project Total Cost

Grant Amount Requested

\$ 520,500

\$ 15,551

3.0 Project Description – All grant applications, including administrative, must include a detailed project description. At a minimum, answer the following:

3.1 A project contact person who will be available to answer questions regarding the location of the project and/or equipment, the on-going operation, days and hours of operation.

Brian Pugh – contact information is listed above.

3.2 The project's goals and how the project will be conducted, (such as, how will materials be collected and marketed, and how public awareness of the project will be increased).

The goals of this project will be to supply educational materials for the new recycling drop off facility located on the Westside of Fayetteville. A marketing plan is being developed in house that will detail how to best reach potential users of the site.

It is planned that brochures and other promotional items will be created with the grant funds to be made available on site and also to be distributed to area apartment complexes in hopes of raising awareness of the new site along with the current existing drop off site.

Educational kiosks will also be developed which will help by providing a visual graphic of materials to be recycled in each container. Visual representation of materials to be recycled will help with contamination issues.

3.3 What materials will be recycled?

The items recycled will be the same as the curbside program, including: mixed paper, cardboard, chipboard, newspaper, # 1 plastic bottles, #2 plastic bottles and jugs, steel and aluminum cans, and clear, brown and green glass bottles and containers.

3.4 Project location and population served by the proposed project. (Whom do you expect to participate in the program?)

The site will be developed at the corner of Broyles Ave and Persimmon St. in west Fayetteville. The site will be open to all but the focus will be on those residents not receiving curbside service within Fayetteville and other close by City and County residents. The last census in Fayetteville listed the population at 67,158.

3.5 The days and hours of operation. (If funding equipment, how many days/hours will it be used for the project?)

As part of the marketing strategy mentioned earlier, staff is evaluating which hours the site should be open to accommodate the most users. A 40 hour work week is planned using a current Solid Waste and Recycling employee. There will be some weekend hours made available to ensure the site is convenient to users.

BMT10-10

Grant Number

BMT10-10

4.0 Administrative Requirements

4.1 Does the applicant hold current environmental permits required for this project?

YES ☐ NO ☐ NO, BUT HAVE APPLIED ☐ NOT APPLICABLE ☒

4.2 If existing equipment serves the project area, provide justification why this project is not a duplication of services.

4.3 Does the applicant have sufficient resources to effectively operate the project for the purpose(s) specified in the application? ***(Grant recipients must show that adequate revenues are being collected to support the long-term operation and maintenance of a grant-funded project. Items such as equipment maintenance and supplies, utilities, labor and transportation costs should be considered.)***

Yes ☒ No ☐

4.4 Projected beginning date March 2011
(Date must be entered)

4.5 Projected completion date August 2011
(Date must be entered)

4.6 Attach completed Budget, Appendix A

4.7 Attach signed Minimum Conditions of Grants, Appendix B

4.8 Attach proof of publication and public comments received regarding the Grant request. *(A description of the grant proposal must be inserted in a newspaper of general circulation in the area affected by the project a minimum of 30 days prior to the submission of the grant application. This must include a solicitation of written comments from the public. For a sample public notice, see Appendix C).*

Ensure that Section 5.0 Signature and Certification is completed and accompanies each grant application.

Grant Number

BMT 10-10

5.0 Signature and certification

The authorized representative of the organization applying for the grant and the Regional Solid Waste Management Board Chairman both must sign the application. The authorized representative must have the authority to obligate the applicant's resources.

I certify that to the best of my knowledge, the information provided in this application and its attachments is correct and true. I understand and agree that if grant money is subsequently awarded as a result of this application, I will comply with all applicable statutory provisions and with applicable terms, conditions, and procedures of the ADEQ grant program. I certify that all proposed activities will be carried out and that all grant money received will be utilized solely for the purposes for which it is intended unless written authorization is provided by the Regional Solid Waste Management District and the Arkansas Department of Environmental Quality.



Signature of Applicant's Authorized Representative

Mayor

Title

(479) 575-8330

Telephone Number

8/25/10

Date



Signature of RSWMD Board Chairman

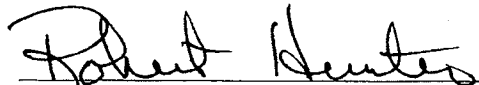
WES FOWLER

Print Name

8/27/10

Date

THE ABOVE-REFERENCED GRANT IS HEREBY APPROVED.



Robert Hunter (ADEQ Recycling/Marketing Branch)

Oct 21, 2010

Date



(ADEQ Solid Waste Management Division Chief)

10/21/2010

Date



(ADEQ Chief Deputy Director)

10/22/10

Date

Grant Number

BMT10-10

APPENDIX A – PROJECT BUDGET

Costs Should Be Budgeted For First Year Only.
Revenue Should Be Projected For Three Years.

- (A) **PROJECT BUDGET SUMMARY** – Fill in all applicable spaces. Total ADEQ Grant Funds Requested and Total Project Costs must match the figures shown on page one (1) of the application. Be sure to total grant funds requested, matching resources, and total costs. Providing matching resources is not mandatory to be considered for a grant but is a measure of cost effectiveness of your application.

(A) Project Budget and Summary	ADEQ Grant Funds Requested	Matching Resources	Total Costs
1. Personnel Services		74,250	
2. Professional Services		195,000	
3. Capital Outlay		235,699	
4. Services and Supplies	15,551		
5. Total ADEQ Grant Funds Requested (Transfer to Pg 1)	15,551		
6. Total Matching Resources Committed to the Project		504,949	
TOTAL PROJECT COST (Transfer to Page 1)			520,500

- (B) **REVENUE TO CONTINUE PROGRAM** – List all revenue sources, present or future, to maintain the project beyond the grant. This section must be completed.

(B) Revenue to Continue Program	Year 1	Year 2	Year 3
Grant Funds (specify type of grant) ADEQ - Education	15,551		
Landfill Tipping Fees			
Local Sales Tax			
Mandatory User Fees			
Sales of Recycled Material – taken from '09 year ending Income Statement for total program recycling revenue and projected flat for 3 years.	277,000	277,000	277,000
Solid Waste Assessment			
Other (specify) Solid Waste Revenue – Solid Waste Fund covers total Recycling Program expense minus recycling revenue. Totals taken from '09 year ending Income Statement and projected flat for 3 years.	1,492,000	1,492,000	1,492,000
TOTAL REVENUE	1,784,551	1,769,000	1,769,000

APPENDIX A – PROJECT BUDGET DEFINITIONS

PERSONNEL SERVICES – Even if the applicant is not seeking Recycling Grant funds to pay salaries, this expense should be considered as part of the project cost. This expense may be considered a matching resource. List principal project personnel salaries directly on this form. Be sure to total grant funds requested, matching resources, and total costs in the space provided. This section must be completed.

PROFESSIONAL SERVICES – List consultants, contractors, etc. Services may include those of a web page designer or consultant. Be sure to total grant funds requested, matching resources, and total costs in the space provided.

CAPITAL OUTLAY – List all items to be purchased with a value greater than \$300. Include equipment, structures, and items relating to them. Be sure to total grant funds requested, matching resources, and total cost in the space provided.

SERVICES AND SUPPLIES – Include items not itemized in "Personnel Services," "Professional Services," and Capital Outlay." Examples are duplicating, materials/supplies, postage, publication charges, travel, etc. Be sure to total grant funds requested, matching resources, and total costs in space provided. This section must be completed.

***Matching Resources** include cash or in-kind contributions: **In-Kind contributions** include any documented contribution, such as real estate, goods or services, and labor, and should be valued using a defensible, auditable method. For example, rates for volunteers should be consistent with those paid for similar work in other state or local government activities; donated supplies should be assigned a reasonable value not to exceed lowest fair market value.

Grant Number

BMT10-10

APPENDIX B – MINIMUM CONDITIONS OF RECYCLING GRANTS

**The following items are not eligible
for funding from recycling grants:**

Taxes
Reimbursement of funds
Retroactive purchases
Legal fees
Licenses or permits
Land acquisition
Vehicle registration
Utilities including telephone
Office equipment

All grants are subject to the requirements of A.C.A 8-6-601 et. Seq. and Arkansas Pollution Control and Ecology Commission Regulation 11, Chapter Five: Solid Waste Management and Recycling Grants Program: Highlights include:

Grant Recipients agree to:

- Conform to all state laws on the purchase, use or sale of equipment and facilities secured with grant funds.
- Have design plans for construction of permanent facilities with an estimated cost of \$50,000 or greater approved by a professional engineer unless otherwise approved by ADEQ.
- Seek competitive bids or requests for proposals (RFP) for purchase of equipment or services with an estimated cost of \$15,000 or greater. This should be done through an advertisement in an area newspaper of general circulation.
- Start grant project before application deadline for the next grant round. Delays must be approved in writing by both the RSWMD and ADEQ.
- Develop the recycling program presented in the application and expend all grant funds within three years. Extensions must be approved in writing by both the RSWMD and ADEQ.
- Actively seek to market or reuse materials collected in three years.
- Use any interest earned on grant funds exclusively for this or other recycling programs.
- Maintain an orderly accounting system to document that grant expenditures are made in accordance with project budget. This includes keeping copies of all bids, paid invoices, canceled checks, and other appropriate paperwork.
- Report annually to the RSWMD as directed by ADEQ & the board.

APPENDIX B – MINIMUM CONDITIONS OF RECYCLING GRANTS

RSWMD Boards agree to:

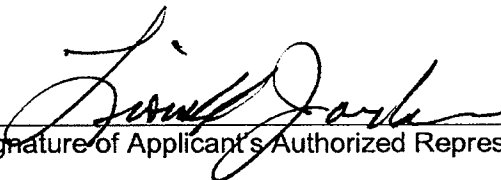
- Establish or designate at least one adequate recyclable materials collection center in each county.
- Ensure that all applicable federal, state and local permits and licenses have been obtained; the project has begun; and adequate revenues sources for continuation of the program are in place before disbursing grant funds.
- Ensure that recipients conform to all state laws that are applicable to the purchase, use or sale of equipment and facilities secured with state funding.
- Ensure that facilities or equipment purchased with grant funds be used exclusively for the general purposes specified in the grant application.
Note: facilities and equipment purchased with grant funds may not be sold, traded or transferred without the Department's written consent.
- Require grant recipients to maintain an orderly accounting system to document that expenditures are made in accordance with project budget. This includes keeping copies of bids, paid invoices, canceled checks and other appropriate paperwork.
- Review any change order forms submitted. If approved, submit to ADEQ for final approval.
- Review requests for delay of start of grant projects. If approved submit to ADEQ for final approval.
- In the following categories, compile and submit annual progress reports to ADEQ by **August 1** of each year for a period of five years (or until all funds are expended, whichever is longer) following grant approval, *even if all grant funds have been expended*: Composting Equipment, Transfer Station with Recycling, Material Recovery Facilities, Recycling Equipment and Recycling Programs.
- In the following categories, compile and submit annual progress reports to ADEQ by **August 1** of each year for a period of five years following grant approval, or *until the expenditure of grant funds is complete*: Administration, Education, and Solid Waste Planning.
- Notify ADEQ in the event a recipient has not met conditions of the approved grant application.
- **Ensure that the project is compatible with the approved RSWMD plan on file with ADEQ or submit documentation demonstrating why a deviation is necessary.**

Grant Number

BMT10-10

All grants are subject to audit. Department personnel have the right of access to all records pertaining to a grant-funded project or activity.

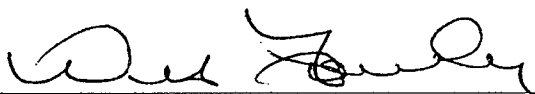
I hereby certify that I have read and agree to the conditions of grants as stated above and contained in the pertinent legislation and regulation.


Signature of Applicant's Authorized Representative

Mayor
Title

(479) 575-8330
Telephone Number

8/25/10
Date


Signature of RSWMD Board Chairman

WES FOWLER
Print Name

9/2/10
Date

City of Fayetteville Staff Review Form

A. 9
Highway 16 Improvements
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

Chris Brown ^{CB} Submitted By Engineering Division Development Services Department

Action Required:

A Resolution Approving a Payment to the Arkansas State Highway and Transportation Department for a portion of the City's Share of Improvements to Highway 16, from Armstrong Avenue to Stonebridge Road.

\$ 980,906.00 Cost of this request	\$ 19,262,726.00 Category / Project Budget	Transportation Bond Street Improvements Program Category / Project Name
4520.9520.5809.00 Account Number	\$ 5,768,708.77 Funds Used to Date	Transportation Bonds Program / Project Category Name
06035 Project Number	\$ 13,494,017.23 Remaining Balance	2006A Sales Tax Construction Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

Wm C. Beck Department Director 10-29-10 Date Previous Ordinance or Resolution # _____

[Signature] City Attorney 10-29-10 Date Original Contract Date: _____
Original Contract Number: _____

Paul A. Behn Finance and Internal Services Director 10-1-2010 Date Received in City Clerk's Office 10-29-10 P02:08 RCVD

[Signature] Chief of Staff 11-1-10 Date Kim G.

[Signature] Mayor 11/1/10 Date Received in Mayor's Office
ENTERED 11/1/10 BRP

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of November 16, 2010

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director 

From: Chris Brown, City Engineer 

Date: October 28, 2010

Subject: A Resolution Approving a Payment to the Arkansas State Highway and Transportation Department for a portion of the City's Share of Improvements to Highway 16, from Armstrong Avenue to Stonebridge Road.

PROPOSAL

Improvements to Highway 16 are included in the City's Transportation Bond Program. Design and construction of the project is being managed by the Arkansas Highway and Transportation Department (AHTD). Earlier this year, the City Council amended the project limits in order to keep the project within the budget of \$10 million. This \$10 million project cost will be shared equally by the City and AHTD.

Since that time, AHTD has been moving forward with completion of the design in preparation for right of way acquisition and utility relocation. As indicated in the attached letter, AHTD is requesting payment of the City's share of preliminary engineering to date, along with estimated right of way and utility costs. The total of these items, as estimated by AHTD, is \$1,961,812. Therefore, AHTD is requesting payment in the amount of \$980,906, representing the City's 50% share of these project activities.

RECOMMENDATION

Staff recommends approval of this payment to the Arkansas Highway Transportation Department. In addition, the Street Committee reviewed this item at the October 26, 2010 Street Committee and voted unanimously to recommend approval to by the City Council.

BUDGET IMPACT

The Transportation Bond Program includes funding in the amount of \$5 million for this project. This payment will be made from these funds.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PAYMENT TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF \$980,906.00 FOR A PORTION OF THE CITY'S FIFTY PERCENT (50%) SHARE OF IMPROVEMENTS TO STATE HIGHWAY 16 FROM ARMSTRONG AVENUE TO STONEBRIDGE ROAD.

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 payment to the Arkansas State Highway and Transportation Department of \$980,906.00 for a portion of the City's fifty percent (50%) share of improvements to State Highway 16 from Armstrong Avenue to Stonebridge Road.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Phone (501) 569-2000 Fax (501) 569-2400



P.O. Box 2261
Little Rock, Arkansas 72203-2261
WWW.ARKANSASHIGHWAYS.COM

October 6, 2010

Mr. Chris Brown, P.E.
Fayetteville City Engineer
125 West Mountain Street
Fayetteville, AR 72701

Re: Job 040578
F.A.P. STP-9142(26)
Armstrong Ave.-Stonebridge Rd.
(Sel. Secs.) (Fayetteville) (S)
Washington County

Dear Mr. Brown:

Reference is made to the City's commitment of \$5.0 million toward the cost of the subject project.

As you are aware, the Department is proceeding with development of the project between Armstrong Avenue and Stonebridge Road including right-of-way acquisition and utility adjustments. It is requested that the City forward 50% of the preliminary engineering costs to date and of the estimated right-of-way and utility costs. These project costs to date are \$1,961,812.00 of which the City's share is \$980,906.00. Therefore, please forward a check (made payable to the Arkansas State Highway and Transportation Department) in the amount of \$980,906.00. The City's remaining share of project costs will be requested prior to contract award.

If you have any questions concerning this matter, please contact Trey Foster in our Programs and Contracts Division at (501) 569-2261.

Sincerely,

Frank Vozel
Deputy Director and
Chief Engineer

c: Assistant Chief Engineer-Planning
Programs and Contracts
Fiscal Services (2)
Planning and Research
Right of Way
Roadway Design
District 4
Job 040578 'C' File
Lioneld Jordan, Mayor of Fayetteville

City of Fayetteville Staff Review Form

C. 1
 Bid #10-60 Crossland
 Heavy Contractors, Inc.
 Page 1 of 30

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Utilities Capital Projects
 Division

Utilities
 Department

Action Required:

Approval of a Construction contract with Crossland Heavy Contractors, Inc., for \$2,770,280.00, for the construction of Biosolids Management Thermal Dryer WSIP Subproject BIO-2, Bid 10-60, approval of a 5% contingency of \$140,000.00, and approval of a budget adjustment.

\$ 2,910,280.00
 Cost of this request
 4520-9520-5815.00
 4530-9530-5815.00
 4480-9480-5815.00
 Account Number

Category / Project Budget
 Funds Used to Date

Biosolids Processing Phase 2
 Program Category / Project Name
 Wastewater Sys Imprv Project
 Wastewater Sys Imprv Project
 Wastewater Sys Imprv Project
 Program / Project Category Name

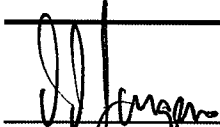
02133.0610
 Project Number

Remaining Balance

Water and Sewer
 Fund Name

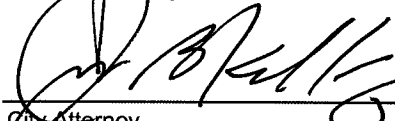
Budgeted Item ☒ XX

Budget Adjustment Attached ☒ XX


 Department Director

290.10
 Date

Previous Ordinance or Resolution #


 City Attorney

11-1-10
 Date

Original Contract Date:

Original Contract Number:

Paul A. Beahm
 Finance and Internal Services Director

11-1-2010
 Date

Received in City 10-10 P03:57 RCVD
 Clerk's Office 10-29-10 P03:57


 Chief of Staff

11-2-10
 Date

Received in
 Mayor's Office

ENTERED
 11/1/10


 Mayor

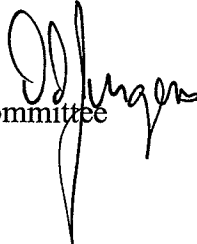
11/2/10
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

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



Date: October 22, 2010

Subject: Construction contract with Crossland Heavy Contractors, Inc., for \$2,770,280.00, for the construction of Biosolids Management Thermal Dryer WSIP Subproject BIO-2, Bid 10-60, and approval of a budget adjustment

RECOMMENDATION

City Administration recommends approval of a construction contract with Crossland Heavy Contractors, Inc., for \$2,770,280.00, for the construction of Biosolids Management Thermal Dryer WSIP Subproject BIO-2, Bid 10-60, and approval of a 5% contingency of \$140,000.00.

BACKGROUND

The City currently hauls an average of 15 tractor trailer loads of biosolids weekly to either the Prairie View Landfill in Lamar, or the Ozark Ridge Landfill in Russellville. Fuel prices and tipping fees make the current landfill operation much more expensive than when selected in 2003. It also represents a waste of a potentially valuable biosolids product. Finally, there are several significant risks inherent in landfilling, as demonstrated by the American Environmental Landfill's sudden refusal to accept biosolids on 26 August, 2008.

The six solar dryer units are expected to dry the material to a range of 40 – 70% solids, depending upon weather conditions. The thermal dryer will dry the biosolids to over 90% solids, and allow for virtually unrestricted and unlimited use of product. We are currently investigating a number of possible beneficial reuses for the dried biosolids after the first batch is processed.

DISCUSSION

The Contract provides for the construction of one thermal drying unit at the Noland farm site, to dry biosolids from both wastewater treatment plants. The City received four bids on October 21. Bids submitted by Clinard Construction Management and VEI General Contractors were withdrawn in accordance with the bid documents because they did not include sales tax on the drying equipment in their bid. Therefore, Staff recommends awarding the contract to the lowest responsible bidder, Crossland Heavy Contractors, Inc. Crossland Heavy has successfully completed projects for the City in recent years.

Contractor	Bid Price
Clinard Construction Management, Inc. (withdrew bid, no sales tax)	\$ 2,545,000
VEI General Contractors, Inc. (withdrew bid, no sales tax)	\$ 2,767,387
Crossland Heavy Contractors, Inc. (lowest responsible bid)	\$ 2,770,280
Dean Crowder Construction, Inc.	\$ 2,968,180

BUDGET IMPACT

Funds are available in the WSIP project budget. The budget adjustment appropriates all available funding in the Project bond accounts for use on this project.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-60 AND AUTHORIZING A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. IN THE AMOUNT OF \$2,770,280.00 FOR CONSTRUCTION OF A BIOSOLIDS MANAGEMENT THERMAL DRYER, APPROVING A PROJECT CONTINGENCY OF \$140,000.00, 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 awards Bid #10-60 and authorizes a contract, a copy of which is attached as Exhibit "A," with Crossland Heavy Contractors, Inc. in the amount of \$2,770,280.00 for construction of a biosolids management thermal dryer, and approves a project contingency of \$140,000.00.

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 "B."

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

APPROVED:

ATTEST:

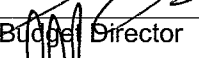
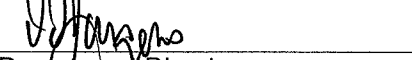
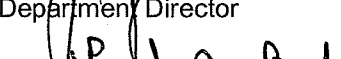
By: _____
LIONELD JORDAN, Mayor

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

C. 1
Bid #10-60 Crossland
Heavy Contractors, Inc.
Page 4 of 30

BUDGET ADJUSTMENT JUSTIFICATION

A black and white photograph of a small, rectangular label with a thick black border. The word "EXHIBIT" is printed in bold, uppercase letters at the top. Below it, the letter "B" is handwritten in a large, stylized font. A horizontal line is drawn below the letter "B". On the left side of the label, the word "tabbies" is printed vertically in a small, sans-serif font.

Division Head	Date	Requested By	
	10/22/10		
Budget Director	Date	Budget & Research Use Only	
	29 Oct 10	Type:	A B C <u>D</u> E
Department Director	Date	Description:	
	11-1-2010	General Ledger Date	
Finance Director	Date	Posted to General Ledger	Initial Date
	11-2-10	Posted to Project Accounting	Initial Date
Chief of Staff	Date		
Mayor	Date		

[illegible]



BID: 10-60
DATE: 10/21/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 10-60, Construction - Biosolids Management - Thermal Dryer

BIDDER	TOTAL BASE BID
1 Clinard Construction Management, Inc.	\$2,545,000.00 ***
2 Crossland Heavy Contractors	\$2,770,280.00
3 Dean Crowder Construction, Inc.	\$2,968,180.00
4 VEI General Contractors, Inc.	\$2,767,387.00 ***

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.
***Bid was withdrawn due to failure to include sales tax.

CERTIFIED:

P. Vice
P. VICE, PURCH MGR

J. Fourn
WITNESS

10/21/10
DATE



CLINARD CONSTRUCTION MANAGEMENT

C: 1
Bid #10-60 Crossland
Heavy Contractors, Inc.
Page 1 of 1



October 22, 2010

Shannon W. Jones, P.E.
Utilities Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Biosolids Management-Thermal Dryer Bid October 21, 2010, 2:00PM

Dear Mr. Jones,

Clinard Construction Management, Inc. respectfully requests to withdraw our bid for the Biosolids Thermal Dryer project in the amount of \$2,545,000. Our bid was submitted without adding sales tax to the quote from Instrument and Supply, Inc. (Fenton Industries) for the dryer equipment in the amount of \$193,972.50. This is substantially more than we could absorb and still make the project viable for our company.

We have attached a copy of our bid takeoff form and the equipment bid from Instrument and Supply, Inc. to demonstrate our mistake.

Yours truly,

Robert D. Clinard

President

Encl: CCMI Bid Takeoff Summary, Instrument & Supply Bid.



GENERAL CONTRACTORS

C. 1.
Bid #10-60 Crossland
Heavy Contractors, Inc.
FAX: (479) 968-5075
PHONE: (479) 968-5060
P.O. BOX 1032
RUSSELLVILLE, AR 72811

October 22, 2010

Andrea Foren, CPPB
City of Fayetteville, Purchasing Agent
113 West Mountain, Fayetteville AR 72701

Re: Biosolids Management Thermal Dryer WSIP Project #: BIO-2, 02133.0610

Dear Ms. Foren,

We have reviewed our proposal submitted on the above referenced project and have discovered a scrivener's error. Our estimate did not include sales taxes on the major equipment portion of the project.

We therefore request that our bid bond be returned and our bid rejected due to the error.

We regret any inconvenience to the City of Fayetteville.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kelly Freeman", with a long horizontal flourish extending to the right.

Kelly Freeman
VEI General Contractors

SECTION 00310

BID PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306

113 W. MOUNTAIN

FAYETTEVILLE, AR 72701

DATE: October 21, 2010, 2:00 p.m. LOCAL TIME

Proposal of: Crossland Heavy Contractors, Inc.

Address: PO Box 350, 833 S. East Ave.

Columbus, KS 66725

Bid For: BIOSOLIDS MANAGEMENT - THERMAL DRYER

Bid Submitted to:

**The City of Fayetteville
Purchasing - Room 306
113 W. Mountain
Fayetteville, AR 72701**

BIDDER will complete the **Work** for the lump sum price listed below.

Total Base Bid:

TWO-MILLION SEVEN HUNDRED SEVENTY

THOUSAND - TWO HUNDRED - EIGHTY DOLLARS

Amount in Words

\$ 2,770,280⁰⁰

Figures

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **BIDDER** accepts the provisions of the

Agreement as to Liquidated Damages in the event of failure to complete the **Work** in the Contract Time specified.

BIDDER accepts all of the terms and conditions of the **Information for Bidders**, including without limitation those dealing with the disposition of **BID SECURITY**. This **Bid** will remain open for ninety (90) days after the day of **Bid Opening**. **BIDDER** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **BID**, **BIDDER** represents, as more fully set forth in the **Agreement**, that **BIDDER** has examined all **CONTRACT DOCUMENTS** (including but not limited to **Advertisement, Invitation to Bid and the Information for Bidders**) and the following **ADDENDA**: #1 & #2

Failure to list all necessary Agenda issued by the **OWNER** or the **ENGINEER** could mean the **BID** submitted by the **BIDDER** may be deemed unresponsive and not read publicly.

In submission of the **BID**, **BIDDER** represents, that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **BIDDER** deems necessary.

In submission of the **BID**, **BIDDER** represents, that this **BID** is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The **BIDDER** represents that they have not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham **BID**. The **BIDDER** represents that they have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for themselves any advantage over any other **BIDDER** or over the **CITY OF FAYETTEVILLE**.

All terms used in the **BID** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents**.

Attached to this **BID FORM** is the required Bid Security in the form of a Bid Bond or Certified Check in the amount of five (5) percent of the Total Bid Amount.

BIDDER submitting this **BID** is:

☒ A Corporation, incorporated in the State of Kansas

☐ A Partnership, consisting of the following partners, whose full names are: _____

☐ An Individual whose full name is: _____

Crossland Heavy Contractors, Inc.
General Contractor (Firm Name)

[Signature]
Signed By Mark Sell

President
Title

October 21, 2010
Date

PO Box 350, 833 S. East Ave
Address

Columbus, KS 66725

State of Incorporation: Kansas

Phone 620-429-1410 Fax 620-429-2977
Telephone Number & Fax

0067301110
Contractor's License Number

Attest:

[Signature]
Corporate Secretary Misty Harris

SECTION 00311

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned **BIDDER** proposes and agrees, if this **BID** is accepted, to use the following proposed subcontractors on this **Work**:

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. <u>MULTI-CRAFT</u>	<u>2300 N. LOWELL RD.</u> <u>SPRINGDALE, AR</u>	<u>ELECTRICAL</u>
2. <u>CNT CONTR.</u>	<u>901 E. JEFFERSON</u> <u>SILGAM SPRINGS, AR</u>	<u>MASONRY</u>
3. <u>MIDLAND ERECTOR</u>	<u>1401 GRAND AVE.</u> <u>SOPLIN, MO</u>	<u>BUILDING ERECTOR</u>
4. <u>ROYALS DHD</u>	<u>444 OLD WIRE RD.</u> <u>SPRINGDALE, AR</u>	<u>OH DOOR SUB</u>
5. <u>HEARTLAND PAINTING</u>	<u>221 E. LOCUST</u> <u>ROGERS, AR</u>	<u>PAINT SUB</u>
6. _____	_____	_____

The undersigned **BIDDER** agrees that sixty percent (60%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: October 21, 2010

Signed: [Signature]
Mark Sell, President

SECTION 00312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Crossland Heavy Contractors, Inc. _____ as Principal, and

Fidelity and Deposit Company of Maryland _____ as Surety, are
hereby held and firmly bound unto the City of Fayetteville, hereinafter called the OWNER in the
penal sum of _____ **Five Percent of the Amount Bid (5%)** _____ for payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the
Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for Project No. BIO-2, BIOSOLIDS MANAGEMENT – THERMAL DRYER

NOW, THEREFORE,

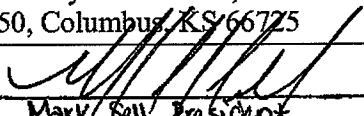
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall
execute and deliver a contract in the Form of Contract attached hereto (properly
completed in accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform
the agreement created by the acceptance of said BID, then this obligation shall be
void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this 21st day of October, 20 10.

Crossland Heavy Contractors, Inc.
PO Box 350, Columbus, KS 66725

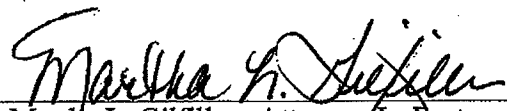
(Principal)


Mark V. Bell, President

Fidelity and Deposit Company of Maryland
1400 American Lane, Schaumburg, IL 60196

(Surety)

By:


Martha L. Gilfillan, Attorney-In-Fact

END OF SECTION 00312

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

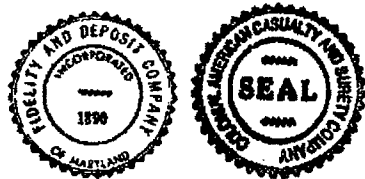
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **S. Mark WILKERSON, Martha L. GILFILLAN, Morgan DEWEY, Cynthia L. WHITNEY, Rodney W. PADDOCK, Monica F. HEIN and Debra L. WALZ, all of Overland Park, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as **surety**, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Claudia J. NADEAU, S. Mark WILKERSON, Martha L. GILFILLAN, Natalie E. BOCK, Morgan DEWEY, Cynthia L. WHITNEY, Rodney W. PADDOCK, dated October 8, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 13th day of May, A.D. 2010.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



Eric D. Barnes
Eric D. Barnes

Assistant Secretary

By:

William J. Mills
William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 13th day of May, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 21st day of October, 2010.

Gregory E. Murray

Assistant Secretary



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 10-60, Addendum 1

Bid 10-60, Construction – Biosolids Management – Thermal Dryer

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 items shall be included as part of the bid package as Addendum Number 1 and acknowledged in Section 00310 – Bid Proposal.

1. Drawing Sheet E1 – Conduit B shall be replaced with a 2-inch conduit with three (3) #2/0 conductors and one (1) #6 ground.
2. Drawing Sheet E2 – Conduit "10" for the 800 Amp feeder. Conductors shall be replaced with two (2) sets of 4 – 500MCM conductors. One 4-inch conduit shall be kept as a spare.

END OF ADDENDUM

Acknowledge Addendum #1:

Printed Name: CHARLIE RARICK

Signature: Charlie Rarick

Title: PROJECT MANAGER Date: 10-19-10

Company: Crossland Heavy Contr



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 10-60, Addendum 2

Bid 10-60, Construction – Biosolids Management – Thermal Dryer

Date: Tuesday, October 19, 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 items shall be included as part of the bid package as Addendum Number 2 and acknowledged in Section 00310 – Bid Proposal.

1. The contract time shall be **270 days** from the date of the Notice to Proceed.
2. The City of Fayetteville will make partial payments on the thermal drying equipment such that the contractor does not have to finance the purchase of the equipment. The contractor shall submit a payment drawdown schedule to the City of Fayetteville prior to the issuance of the Notice to Proceed. The payments will be included and processed with the monthly pay applications in accordance with the contract documents.
3. The performance testing of the thermal drying equipments shall be based on 68 to 72 wet tons per 24-hour day with an input solids content of 16% to 20% solids of digested biosolids.
4. The warranty period shall be for two (2) years as indicated in Section 00640 – Warranty Bond.

END OF ADDENDUM

Acknowledge Addendum #2:

Printed Name: CHARLIE RARICK

Signature: [Handwritten Signature]

Title: PROJECT MANAGER Date: 10-19-10

Company: Crossland Heavy Contr.

SECTION 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he/she desires.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder. *See attached qualifications*
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you. (If so, where and why?)
9. Have you ever defaulted on a contract ? (If so, where and why?)
10. List similar project of the size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers.
11. List your major equipment currently available for this contract and designate whether owned or leased.
12. Background and experience of field personnel currently employed by your organization who will perform the work.
13. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.
14. Give Bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER.
16. Give bonding agent and limit.
17. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 00100 & Section 00311.

Submit this notarized Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder:

Crossland Heavy Contractors, Inc.

2. Permanent main office address:

PO Box 350, 833 S. East Avenue, Columbus, KS 66725

3. When organized:

April 1993

4. If a corporation, where incorporated:

Kansas

5. How many years have you been engaged in the contracting business under your present trade name?

17 years

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

<u>PROJECT & DESCRIPTION</u>	<u>AMOUNT</u>	<u>COMP</u>
<i>NACA Sewer Line C1</i>	<i>\$9,602,350.00</i>	<i>10/10</i>
<i>Lake Fort Smith Water Treatment Plant: Contract No. 3</i>	<i>\$31,641,000.00</i>	<i>11/11</i>
<i>Chisholm Creek WWTP</i>	<i>\$15,927,000.00</i>	<i>01/11</i>
<i>21st Street Lift Station Improvements</i>	<i>\$1,132,700.00</i>	<i>11/10</i>
<i>Draper Water Treatment Plant</i>	<i>\$4,398,110.00</i>	<i>11/10</i>
<i>Haikey Creek Wastewater Treatment Plant Aerator Repairs</i>	<i>\$350,188.00</i>	<i>11/10</i>
<i>Adair Irrigation Pump Station</i>	<i>\$183,715.00</i>	<i>11/10</i>
<i>Haikey Creek WWTP Improvements, Sludge Thickening</i>	<i>\$2,686,500.00</i>	<i>08/11</i>
<i>Southside WWTP Odor Control Improvements</i>	<i>\$2,534,734.00</i>	<i>10/10</i>
<i>Northside WWTP Anaerobic Digester Improvements: Digester 1 & 2</i>	<i>\$3,681,720.00</i>	<i>07/11</i>
<i>Washington Co. RWD #3 North Side WTP Expansion & Upgrade</i>	<i>\$15,839,294.50</i>	<i>06/11</i>
<i>AB Jewell High Service Pump Station Improvements</i>	<i>\$2,009,600.00</i>	<i>11/10</i>
<i>Prairie Grove WWTP</i>	<i>\$7,723,500.00</i>	<i>09/11</i>
<i>Skiatook Central Park</i>	<i>\$1,703,603.70</i>	<i>11/10</i>
<i>Skiatook Restroom</i>	<i>\$173,022.00</i>	<i>11/10</i>
<i>ODOT Sound Barrier Wall</i>	<i>\$3,535,944.00</i>	<i>11/10</i>
<i>Haikey Creek Sanitary Sewer Lift Station Rehab</i>	<i>\$408,920.00</i>	<i>12/10</i>
<i>ODOT Intersection Modification & Traffic Signals</i>	<i>\$269,000.00</i>	<i>11/10</i>
<i>Lafortune Park/Joe Creek</i>	<i>\$3,985,217.00</i>	<i>08/11</i>
<i>Southside WWTP Activated Sludge Train Rehab</i>	<i>\$10,757,520.00</i>	<i>09/11</i>
<i>Blue Rose Café</i>	<i>\$1,402,082.00</i>	<i>08/11</i>
<i>Okmulgee Downtown Streetscape</i>	<i>\$806,100.00</i>	<i>12/10</i>
<i>Bridges 327 & 328 Rehab</i>	<i>\$684,436.00</i>	<i>03/11</i>
<i>Allen County Airport</i>	<i>\$373,920.00</i>	<i>12/10</i>

7. General character of work performed by your company:

***Water & Wastewater Treatment Plants, Lift & Pump Stations, Water & Sewer Lines,
 Storm Drainage, Earthwork, Concrete, Bridge***

8. Have you ever failed to complete any work awarded to you? (If so, where and why?)

No

9. Have you ever defaulted on a contract? (If so, where and why?)

No

10. List similar project of the size and magnitude of the Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers.

Bentonville Sludge Storage Improvements
\$324,500.00 - Completed 08/09
City of Bentonville, Belve Plumlee, Plant Manger
Phone 479-271-3160

Decatur Wastewater Treatment Plant
\$8,435,977.52 - Completed 11/09
City of Decatur, James Boston, City Manager
Phone 479-752-3300

Grove Wastewater Treatment Plant
\$1,999,000.00 - Completed 06/10
Grove Municipal Services Authority
Bruce Johnson, Mayor
Phone 918-786-6107

11. List your major equipment currently available for this contract and designate whether owned or leased.

See attached listing

12. Background and experience of field personnel currently employed by your organization who will perform the work.

Superintendent Jim Smith with construction experience dating back to 1972

13. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.

See attached Resume

14. Give Bank Reference.

Crossfirst Bank, Overland Park, KS, Contact Issac Murphy, Phone 913-647-9834

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER.

Yes

16. Give bonding agent and limit.

IMA of Kansas, Inc.
Single Limit \$30 Million, Aggregate Limit \$100 Million

17. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 00100 & Section 00311.

Building Erector 2%, Masonry .5%, Electrical 3%, Mechanical .2%, Overhead Door 1%, Paint .3%

11. Equipment Currently Available

C. 1

 Bid #10-60 Crossland
 Heavy Contractors, Inc.
 Page 22 of 30

3 TRUCKS				2007 KOMATSU			
1996 PETERBILT	4-AXLE WINCH SEMI TRACTOR MODEL 378	OWN		WA320-5L WHEEL LOADER	OWN		
2011 KENWORTH	W900L TRACTOR	OWN		2005 CATERPILLAR	950GII WHEEL LOADER	OWN	
2004 INTERNATIONAL	430 LUBE TRUCK	OWN		2006 CATERPILLAR	963C TRACK LOADER	OWN	
2000 INTERNATIONAL	4700-SER	OWN		2000 KOMATSU	WHEEL LOADER WA250-3L	OWN	
2000 INTERNATIONAL	4700-1500 GALLON WATER TRUCK	OWN		2008 MUSTANG	2066 SKIDSTEER LOADER	LEASE	
2000 INTERNATIONAL	4700-02 5-6 YARD BOX DUMP TRUCK	OWN		2008 MUSTANG	2066 SKIDSTEER LOADER	LEASE	
2000 FORD	F750 5-6 YARD BOX DUMP TRUCK	OWN		2006 KOMATSU	WA250PT WHEEL LOADER	OWN	
2005 MACK	CV713 DUMPTRUCK W/ 16' DUMP BODY	OWN		2008 TAKEUCHI	TL140 TRACK SKID LOADER	OWN	
2010 DODGE	RAM ST 3500 CREW CAB 4X4	OWN		2005 VOLVO	L120 LE LOADER	OWN	
2005 MACK	CV713 DUMPTRUCK W/ 16' DUMP BODY	OWN		32 SAFETY EQUIPMENT			
2005 MACK	CV713 DUMPTRUCK W/ 16' DUMP BODY	OWN		2005 MICROMAX	MPLUS 4ABCD GAS DETECTOR	OWN	
2005 MACK	CV713 DUMPTRUCK W/ 16' DUMP BODY	OWN		HONDA	5.5 HONDA GAS BLOWER	OWN	
2009 CHEVROLET	3500 SERVICE TRUCK	OWN		2008 MICROMAX	MPLUS4 LUMIDOR MICROMAX PLUS GAS MONITOR	OWN	
2001 INTERNATIONAL	9200 DUAL AXLE TRACTOR	OWN		2008 MICROMAX	MPLUS 4ABCD GAS DETECTOR	OWN	
2003 MACK	CV713 DUMPTRUCK	OWN		2008 MICROMAX	MPLUS ABCD GAS DETECTOR	OWN	
5 TRACTORS, CRAWLER				33 SURVEY EQUIPMENT			
2003 CATERPILLAR	DSN DOZER	OWN		1995 LASER SPEC	LASER SPEC SURV INSTRUMENT	OWN	
2005 CATERPILLAR	DSGLX DOZER	OWN		1997 LASER SPEC	LASER BEACON LB-1 PACKAGE	OWN	
1998 CATERPILLAR	DSM XL DOZER	OWN		1997 TOPCON	THEODOLITE	OWN	
1997 KOMATSU	D38-E-1 DOZER	OWN		1997 SOKKIA	DATA COLLECTOR SDR31	OWN	
2006 KOMATSU	D39 DOZER	OWN		1997 TOPCON	TRIPOD	OWN	
2004 CATERPILLAR	D3G DOZER	OWN		1997 TOPCON	MIRROR PRISM (SINGLE TILT)	OWN	
6 TRACTORS, WHEEL				1997 TOPCON	PRISM POLE	OWN	
1997 CASE	580SL LOADER/BACKHOE	OWN		1997 ACCUTECH/SOKKIA	LASER W/ TRIPOD	OWN	
1998 CASE	580 SL EXTENDAHOE LOADER	OWN		1997 TOPCON	TRANSIT LEVEL & ROD	OWN	
2002 CASE	580M BACKHOE LOADER	LEASE		1998 SOKKIA	TOTAL STATION SET 5E	OWN	
2005 CATERPILLAR	420DIT BACKHOE LOADER	OWN		1999 TOPCON	AT-G6 LEVEL	OWN	
2001 NEW HOLLAND	TC400 TRACTOR	OWN		1999 TOPCON	LB-1 BEACON PACKAGE LASER	OWN	
2003 CATERPILLAR	420DIT BACKHOE LOADER	OWN		2002 DIALGRADE	1285 LASER	OWN	
2009 CASE	580 SUPER M 4WD BACKHOE	OWN		2006 TOPCON	14GV LASER	OWN	
2000 CATERPILLAR	416C BACKHOE	OWN		2003 PELSU	16" EXPLOSION PROOF MANHOLE FAN	OWN	
1998 CATERPILLAR	416C RUBBER TIRE BACKHOE	OWN		2006 GRADELIGHT	2500 ECONOMY PACK, THEODOLITE, 10 SECOND	OWN	
2004 CATERPILLAR	420DIT BACKHOE LOADER	OWN		2008 TOPCON	8051GA BASE STATION & ROVER; 8602 DATA COLLECTOR SERIAL #729024	OWN	
7 CRAWLER BACKHOE				2007 SOKKIA	B20	OWN	
2004 KOMATSU	PC3080SLC-3 EXCAVATOR	OWN		2007 FUTURA	10" THEODOLITE DIGITAL TRANSIT	OWN	
1997 CATERPILLAR	330 BL EXCAVATOR	OWN		2008	RL-100 2S DUAL SLOPE LASER	OWN	
2005 KOMATSU	PC220LC-7 EXCAVATOR	OWN		2007 TOPCON	8002P BASE STATION; 8602 DATA COLLECTOR SERIAL #729615; 8018 ROVE	OWN	
2006 CATERPILLAR	345CVG EXCAVATOR	OWN		2008 MICROMAX	MPLUS ABCD MACRO 4 SNIFFER	OWN	
2006 CATERPILLAR	AUTO LUBE SYSTEM FOR 345CVG EXCAVATOR	OWN		2008 TOPCON	DT-209 DIGITAL THEODOLITE	OWN	
2009 KOMATSU	PC600LC-8 EXCAVATOR	OWN		2008 LEICA	TC407 TOTAL STATION W/ TRIPOD, PRISM, DATA COLLECTOR	OWN	
2005 CATERPILLAR	345C HT EXCAVATOR	OWN		2009 SOKKIA	THEODOLITE DT-7C	OWN	
2005 KOMATSU	PC300LC-7 EXCAVATOR/TRACKHOE	OWN		35 PIPE ACCESSORIES			
2003 KOBELCO	2K235SKLC HYDRAULIC EXCAVATOR	OWN		2008 KENCO	PH30000 PIPE HOOK	OWN	
2003 CATERPILLAR	320C LH HYDRAULIC EXC	LEASE		2009 LANSAS	20" X 36" PIPE PLUG	OWN	
2004 KOMATSU	PC78 MINI EXCAVATOR	OWN		2009 LANSAS	20" X 36" PIPE PLUG	OWN	
2006 KOMATSU	PC 160 LC	OWN		2009 TOPCON	TP-14AV PIPE LASER	OWN	
2004 CATERPILLAR	325C LC CRAWLER EXCAVATOR	OWN		2009 TOPCON	TP-14AV PIPE LASER	OWN	
2004 CATERPILLAR	325C LC CRAWLER EXCAVATOR	OWN		2007 MICROMAX PLUS	MPLUS-4ABCD GAS DETECTOR	OWN	
1995 CATERPILLAR	320L HYDRAULIC EXCAVATOR	OWN		2009 AGL	GL2700 PIPE LASER	OWN	
2002 CATERPILLAR	EXCAVATOR 330CL	OWN		2009 LANSAS	20" X 36" TEST PLUG	OWN	
2003 INTL HARVESTER	MINI EXCAVATOR	OWN		2004 WHEELER REX	466000 HYDROSTATIC TEST PUMP	OWN	
10 SAWS				1997 DIALGRADE	4700 PIPE LASER	OWN	
2006 DIMAS	PP3030DTR PP WALL SAW DPP3030 ON TRAILER	OWN		1997 DIALGRADE	4700 PIPE LASER	OWN	
2007 STIHL	TS400	OWN		1997 DIALGRADE	4700 PIPE LASER	OWN	
2007 STIHL	TS400	OWN		2000 DIALGRADE	1280 PIPE LASER	OWN	
11 ROLLERS				2000 DIALGRADE	1280 PIPE LASER	OWN	
WACKER	RT820 TRENCH ROLLER	OWN		2000 DIALGRADE	1280 PIPE LASER	OWN	
2003 I-R	SD-45D VIBRATORY ROLLER	OWN		2004 U.G.I.	ULTRASONIC LEAK TEST SYSTEM	OWN	
13 ROCK RAKES, RIPPER & DISCS				2004 U.G.I.	ULTRASONIC LEAK TEST SYSTEM	OWN	
GOSSEN	BCG-2 HAY RIPPER	OWN		1989 DITCH WITCH	P-80 PIPEPUSHER	OWN	
15 BUCKETS & BACKHOE ACCESSORIES				1997 PIPE TONGS	8" PIPE TONGS	OWN	
2003 CATERPILLAR	36" BUCKET (330 CAT)	OWN		1997 PIPE TONGS	8" PIPE TONGS	OWN	
2003 CATERPILLAR	54" BUCKET (330 CAT)	OWN		1997 PIPE TONGS	12" PIPE TONGS	OWN	
2003 CATERPILLAR	48" BUCKET (325)	OWN		1997 PIPE TONGS	12" PIPE TONGS	OWN	
CATERPILLAR	36" BUCKET (325)	OWN		1997 PIPE TONGS	16" PIPE TONGS	OWN	
CATERPILLAR	12" BUCKET (416)	OWN		1997 PIPE TONGS	16" PIPE TONGS	OWN	
2006 CATERPILLAR	36" BUCKET FOR 325 EXCAVATOR	OWN		1997 PIPE HOOK	CONCRETE PIPE HOOK	OWN	
2006 TEI	MME 250 MINI EXCAVATOR 4000# DRILL	OWN		1997 PIPE HOOK	CONCRETE PIPE HOOK	OWN	
2003 CATERPILLAR	H1305 HYDRAULIC BREAKER	OWN		1997	MANHOLE VACUUM TESTER	OWN	
2008 NPK	E220/PC300 HYDRAULIC HAMMER	OWN		1997 TEST PLUG	4" TEST PLUG	OWN	
2009 NPK	E220/NPK MOUNTING KIT	OWN		1997 TEST PLUG	6" TEST PLUG	OWN	
CATERPILLAR	HEAVY DUTY 24" BUCKET W/ RIPPER SHANK & TOOTH	OWN		1997 TEST PLUG	8"-12" TEST PLUG	OWN	
2009 WOODS	4X2 80" LOW BACK HYDRAULIC BOX BLADE	OWN		1997 TEST PLUG	12"-16" TEST PLUG	OWN	
2008 SOLESBEE	THUMB FOR IH 35NX, MODEL AT2446	OWN		1997 TEST PLUG	18" TEST PLUG	OWN	
2008 TOWTEM	AGS045BH-2 ARTICULATING BLOCK HANDLING GRAPPLE	OWN		1997 PIPE BLOWER	PIPE BLOWER	OWN	
2009 HENSLEY	30" HD BUCKET W/ BOLT ON SIDE CUTTERS & K MAX TEETH	OWN		1997 MANDRELL	MANDRELL 8"-15"	OWN	
2008 HENSLEY	48" BUCKET FOR PC200LC-8	OWN		1997 MUELLER	TAP MACH 3/4-1" SERVICE	OWN	
2008 NPK	M-28C MATERIAL PROCESSOR	OWN		1997 MUELLER	TAP MACH 3/4-1" SERVICE	OWN	
CATERPILLAR	48" BUCKET (325)	OWN		2003 ROCK HOPPER	ROCK HOPPER 458	OWN	
2005 BOBCAT	ASPHALT CUTTER FOR BACKHOE BUCKET	OWN		2006 MCLAUGHLIN	G2 VERIFIER PIPE & CABLE LOCATOR	OWN	
1998 QUIPNET	PREPERATOR (SKIDSTEER ATTACHMENT)	LEASE		2009 HERCO	36" MANDREL 3% DEF	OWN	
TEISUKU	HYDRAULIC BREAKER (580)	OWN		2009 HERCO	30" MANDREL 3% DEF	OWN	
NPK	HYDRAULIC BREAKER	OWN		38 OFF ROAD TRUCKS			
2009 NPK	GH10 HYDRAULIC HAMMER	OWN		2008 KOMATSU	CD110R-2 CRAWLER CARRIER	OWN	
	GH12 HAMMER	OWN		39 CRANES			
	48" BREAKER BUCKET (325)	OWN		2007 TEREX	HC165 CRAWLER CRANE	OWN	
2009 KENCO	54" RIPPER FOR 345	OWN		2003 GROVE	RT875BXL CRANE	OWN	
2009 KENCO	60" RIPPER FOR PC600	OWN		2009 KOBELCO	CK 1600 II	OWN	
2008 ROAD BOSS	UGA GRADER W/ SKID STEER ADAPTER	OWN		2008 TEREX	RT555-1 CRANE	OWN	

CATERPILLAR	16" BUCKET (416)	OWN
CATERPILLAR	24" BUCKET (416)	OWN
2008 HENSLEY	48" BUCKET FOR PC270	OWN
ESCO	36" HDP/PC220 BUCKET	OWN
2008 NPK	QA25 QUICK COUPLER FOR PC220LC-7	OWN
2002 ALLIED	770CS HYDRAULIC BREAKER	OWN
2006 GENESIS	CYCLONE GC550 MR GRINDER	OWN
	12" BUCKET (580L)	OWN
2005 CATERPILLAR	RIPPER ATTACHMENT FOR 320	OWN
2005 TOOTH PRO	36" BUCKET FOR KOBELCO 480	OWN
2006 LONGREACH	330CL, 64" FOR CAT	OWN
2005 BOBCAT	STUMP GRINDER (SKIDSTEER ATTACHMENT)	LEASE
2005 BOBCAT	HOLE AUGER & BITS (SKIDSTEER ATTACHMENT)	LEASE
1997 SHEEPS FOOT	DITCH COMPACTOR	OWN
1997 BUCKET FORKS	BUCKET FORKS	OWN
1997 ASPHALT CUTTER	ASPHALT CUTTER	OWN
1998 CATERPILLAR	GRAPPLE FOR CAT 320/325 G-4200	OWN
2000 KENT	HYTAMPER 6000 KHP65	OWN
2005 NORTH AMERICAN	TRENCH COMPACTOR ATTACHMENT	OWN
2006 NORTH AMERICAN	24" COMPACTION WHEEL FOR CAT 330D	OWN
2006 NORTH AMERICAN	24" COMPACTION WHEEL FOR CAT 325	OWN
2006 NORTH AMERICAN	COMPACTION WHEEL & BUCKET FOR 345	OWN
2006 NORTH AMERICAN	24" BUCKET FOR 320 CAT	OWN
2006	84" FORKS FOR WA250	OWN
2009 CATERPILLAR	8" FORK TINES FOR 29-1358	OWN
2009 NPK	PC220 HYDRAULIC KIT	OWN
17 AIR COMPRESSORS		
2008 SULLAIR	185DPQJD 185 CFM AIR COMPRESSOR	OWN
2008 SPEED AIR	7.5 HP AIR COMPRESSOR	OWN
2008 SPEED AIR	13HP AIR COMPRESSOR	OWN
2004 INGERSOL RAND	P185WJD PORTABLE COMPRESSOR 185CFM	OWN
2006 INGERSOL RAND	P185WJD PORTABLE COMPRESSOR 185CFM	OWN
2005 INGERSOL RAND	375 AC COMPRESSOR	OWN
2005 INGERSOL RAND	185 CFM COMPRESSOR	OWN
2001 INGERSOL RAND	P185WJD 185 CFM COMPRESSOR	OWN
2004 INGERSOL RAND	P185WJD COMPRESSOR 185CFM	OWN
18 WELDERS		
2010 MILLER	TRAILBLAZER 275DC	OWN
1995 MILLER	BOBCAT WELDERS 225G	OWN
2006 MILLER	BIG 40G 402D	OWN
MILLER	BLUESTAR 185 WELDER	OWN
2002 MILLER	BLUESTAR 185 WELDER	OWN
2008 MILLER	BLUE STAR 185DX WELDER	OWN
BOBCAT	225 NT WELDER	OWN
2005 MILLER	BLUE402D WELDER	OWN
1998 MULTQUIP/HONDA	11 HP WELDER/G	OWN
1999 LINCOLN	WELDER RANGER 8	OWN
2004 MILLER	BLUE STAR 6000 ELEC WELDER	OWN
2004 MULEGAW	180 HE WELDER/GENSET	OWN
2005 MILLER	BLUESTAR 185 WELDER	OWN
19 GENERATORS		
	BI 40KW	OWN
2010	GEN-6000-0GHD PORTABLE GENERATOR	OWN
DEWALT	9HP, BATT START, 4.4KW, DG4400B GENERATOR	OWN
2008 MULTQUIP	GA6HEA GAS GENERATOR	OWN
HONDA	EB5000XK 5-5.9KW GAS GENERATOR	OWN
2009 MULTQUIP	GA6HA 6.0-6.4KW GENERATOR	OWN
2007 HONDA	8HP 3.6KW GENERATOR	OWN
2006 MULTQUIP	DCA25USI GENERATOR	OWN
DEWALT	6000 GENERATOR	OWN
2008 HONDA	EB3000C GAS GENERATOR	OWN
2005 MULTQUIP	25KW GENERATOR MODEL DCA-25SSIU2	OWN
2008 HONDA	EB3000C GAS GENERATOR	OWN
POWERBACK	5250 WATT GTS250-1 GENERATOR	OWN
2010 WACKER	CP6600 GENERATOR	OWN
2001 MULTQUIP	10-14KW GENERATOR	OWN
1993 MULTQUIP	GENERATOR MDL W1-390	OWN
1993 MULTQUIP	GENERATOR TBD	OWN
1997 WACKER	GENERATOR 3.7	OWN
1997 HONDA	GENERATOR	OWN
1998 HY CYCLE	GENERATOR	OWN
1999 MULTQUIP	GENERATOR 3600	OWN
2000 HIGH-CYCLE	GEN GDP-5000H	OWN
2005 DEWALT	DG4300 HD GENERATOR	OWN
2006 DEWALT	DG4300 HD GENERATOR	OWN
25 COMPACTION EQUIPMENT		
1997 JUMPING JACK	WACKER B5621	OWN
2007 HONDA	3350LB MULEMVC80VHW COMPACTOR	OWN
2007	MULEMT65H RAMMER	OWN
2007 MULEMTX70	RAMMER 2900# FORCE 4-CYCLE	OWN
2007 WACKER	WP1550AW 200#-299# GAS PLATE COMPACTOR	OWN
2007 MULEMTX70	RAMMER 2900# FORCE 4-CYCLE	OWN
MULTQUIP	MTX70 GAS RAMMER	OWN
2009 MULTQUIP	MTX70 JUMPING JACK	OWN
29 FRONT END LOADERS		
2003 CATERPILLAR	252 SKID STEER LOADER	OWN
2004 KOMATSU	WA250L-S WHEEL LOADER	OWN
2009 CATERPILLAR	299C COMPACT TRACK LOADER	OWN
2004 KOMATSU	WA250L-S WHEEL LOADER	OWN
2002 CATERPILLAR	232 SKID STEER LOADER	LEASE

41 CONCRETE EQUIPMENT		
2009 GARBRO	MODEL: 458, DWGNO: 81-24, SHOP #08144A	OWN
2009 GARBRO	MODEL: 458, DWGNO: 81-24, SHOP # 08167A	OWN
MULTQUIP	CONCRETE MIXER	OWN
2009 GARBRO	MODEL: 458, DWGNO: 81-24, SHOP # 08144B	OWN
2005 GARBRO	1/2 YD CONCRETE BUCKET 410-R	OWN
2001 GARBRO	CONCRETE BUCKET 458	OWN
1997 STOW	130 ER VIBRATOR	OWN
1997 STOW	130 ER VIBRATOR	OWN
1997 STOW	(2) CONCRETE VIBRATORS	OWN
1997 CC	MIXER 1/2 CY TRLR MOUNTED	OWN
1999 GARBRO	CONC BUCKET 423G	OWN
2004 ICM	MANHOLE FORMS 12' SET	OWN
2006 ICM	01-12-C 12' MANHOLE FORM	OWN
2006 ICM	12' CONCENTRIC SET, 4' DIAMETER CONC FORMS	OWN
RAZORBACK	12ED SCREED (ALLEN ENGINEERING)	OWN
42 TRENCH EQUIPMENT		
2000 SPEED SHORE	TS-0816DW4	OWN
2005 SAFE-T-SHORE	41684D	OWN
2009 SPEED SHORE	XLD-824-4NOKE	OWN
Efficiency	8X12X4	OWN
2009 SPEED SHORE	0824DW4	OWN
2005 EFFICIENCY	XLD-820 8' X 20' TRENCH BOX	OWN
2007 EFFICIENCY	SM-9 9 YARD BEDDING BOX	OWN
2004 EFFICIENCY	820XLD 8' X 20' TRENCH BOX	OWN
	8X16 TRENCH BOX	OWN
	8X16X6	OWN
2000 GME	6NP816	OWN
EFFICIENCY	HT6F824	OWN
EFFICIENCY	HT6F824	OWN
EFFICIENCY	HT6F824	OWN
VAN KEPPEL	8x24x4	OWN
1997 TRENCH BOX	8'X12' TRENCH BOX	OWN
1997 TRENCH BOX	4'X12' TRENCH BOX	OWN
2006 ML YOUNG	TRENCH BOXES	OWN
2008	6 - 8X20 STREET PLATES	OWN
2009	14X132 40' STEEL I-BEAMS (10)	OWN
2009	8X20 STREET PLATES (9)	OWN
43 LIGHT TOWERS		
2003 GENIE	TML/4000	OWN
SPECIALTY LIGHTING	BTM6H64	OWN
46 BREAKERS		
1998 QUIPNET	OKB305 HYD BREAKER	OWN

Officers Background & Experience

Mark Sell

President

Bachelor of Science in Construction Science, Kansas State University

Peter Kiewit Sons, Inc. Omaha, NE (1982 – 1993)

Work history included numerous road & bridge projects throughout the Midwest. River intake pump station, sheet pile river weir across the Kansas River. Subway renovation and light commuter rail projects in Chicago. Lock & Dam #16 renovation in Muscatine Iowa.

Crossland Heavy Contractors, Columbus, KS (1993 – Present)

Started Crossland Heavy Contractors to pursue civil oriented projects including bridge work, water & wastewater treatment facilities, site utilities and pipe work.

Darrell Moorman

Vice President

Bachelor of Science in Engineering Technology, Oklahoma State University

Utility Contractors, Inc. Tulsa, OK (1992 – 1996)

Work history includes managing projects that include sewer and storm sewer line installation, wastewater treatment facilities, along with road work.

M.L. Young Construction, Inc. Jenks, OK (1996 – 1998)

Managed construction of wastewater treatment facilities.

Crossland Heavy Contractors, Tulsa, OK (1998 – Present)

Over construction of several utility projects, pump stations and treatment plant work
In 2001 took over Vice President responsibilities and oversees operations in Tulsa area. Work included in this roll are a number of utility, storm drainage, trails and plant work.

Ivan Crossland, Jr.

Vice President

Bachelor of Science in Engineering Technology,
Construction Management, Pittsburg State University

Crossland Construction Company, Inc.

Work experience includes 25 years as project superintendent, estimator, and project manager. Served as president of Crossland Construction from 1991 to 2002 and is currently serving as C.E.O.

Dan Thompson

Corporate Treasurer

Bachelor of Science in Engineering Technology, Pittsburg State University

Crossland Heavy Contractors, Rogers, AR (1995 – Present)

Work experience includes site utilities, concrete work, and water and wastewater treatment facilities as superintendent, project manager and currently as the Rogers, Arkansas Division Manager.

Misty Harris
Corporate Secretary

Bachelor of Science in Business Administration, Finance, Pittsburg State University

Exchange State Bank, Columbus, KS (1999 – 2001)

Work experience included acting as teller, financial services representative, and loan administrator

American Building Centers, Columbus, KS (2001 – 2004)

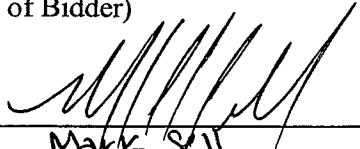
Work Experience included all accounting and serving customers at front counter

Crossland Heavy Contractors, Columbus, KS (2005 – Present)

Work experience includes accounting aspects including accounts payable and accounts receivable

Crossland Heavy Contractors, Inc.

(Name of Bidder)

By: 
Mark Sell

Title: President

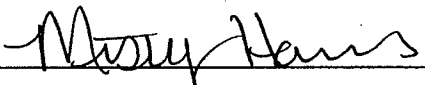
State of Kansas

County of Cherokee

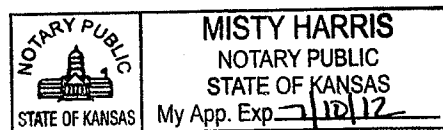
Mark Sell being duly sworn deposes and says that he is President
of Crossland Heavy Contractors, Inc.

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21st day of October, 2010.


Notary Public

My Commission expires July 10, 2012



END OF SECTION 00420

SECTION 00500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND CROSSLAND HEAVY CONTRACTORS, INC.**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2010 by and between the **CITY OF FAYETTEVILLE** and **CROSSLAND HEAVY CONTRACTORS, INC.**

1. **CROSSLAND HEAVY CONTRACTORS, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

BIOSOLIDS MANAGEMENT – THERMAL DRYER

2. **CROSSLAND HEAVY CONTRACTORS, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. **CROSSLAND HEAVY CONTRACTORS, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within 270 calendar days. **CROSSLAND HEAVY CONTRACTORS, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$1000** for each calendar day thereafter that the **WORK** is not complete.
4. **CROSSLAND HEAVY CONTRACTORS, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.
5. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 5.1 Invitation to Bid
 - 5.2 Information for Bidders
 - 5.3 Supplemental Information for Bidders
 - 5.4 Bid Proposal
 - 5.5 Bid Bond
 - 5.6 Agreement Between Owner and Contractor
 - 5.7 Performance and Payment Bond
 - 5.10 General Conditions
 - 5.13 Prevailing Wage Rates
 - 5.14 Notice of Award
 - 5.15 Notice to Proceed
 - 5.16 Project Manual for Biosolids Management
 - 5.18 Addenda Numbers 1 to 2.
 - 5.19 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **CROSSLAND HEAVY CONTRACTORS, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. **MISCELLANEOUS**

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

8.3. City of Fayetteville and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. **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, 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CROSSLAND HEAVY CONTRACTORS, INC. have signed this Agreement in triplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and one counterpart has been delivered to Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

CROSSLAND HEAVY CONTRACTORS, INC.

BY _____
Mayor Lioneld Jordan

BY _____

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

P.O. Box 350

Columbus, KS 66725

License No. 0067301110

Agent for service of process: _____

(If **CONTRACTOR** is a
corporation, attach evidence of authority to
sign.)

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END OF SECTION 00500

City of Fayetteville Staff Review Form

C. 2
CH2M Hill Engineers, Inc.
Amendment No. 1
Page 1 of 26

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

16-Nov-10

City Council Meeting Date
Agenda Items Only

David Jurgens

Submitted By

Wastewater Treatment

Division

Utilities

Department

Action Required:

Approval of Contract Amendment 1 with CH2M Hill Engineers, Inc. for \$6,765,224 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems, and approving a \$70,000 contingency.

\$6,840,224.00

Cost of this request

\$ 6,840,224.00

Category / Project Budget

Wastewater Treatment

Program Category / Project Name

5400.5100.5328.00

Account Number

\$ -

Funds Used to Date

Wastewater Treatment

Program / Project Category Name

\$ 6,840,224.00

Remaining Balance

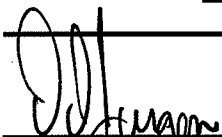
Water/Sewer

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

21 Oct 10
Date
Previous Ordinance or Resolution # 256-09

City Attorney

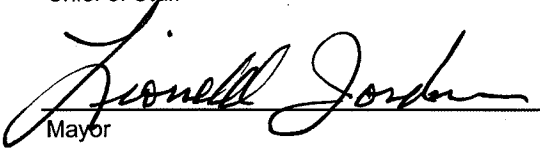
10/25/10
Date
Original Contract Date: 12/15/2009Original Contract Number: 2113

Finance and Internal Services Director

10-25-2010
Date
Received in City
Clerk's Office

10-22-10 A07:37 RCVD


Chief of Staff

10-26-10
Date
Received in
Mayor's Office

Mayor

10/27/10
Date


Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

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

Date: October 21, 2010

Subject: Contract Amendment 1 with CH2M Hill Engineers, Inc. for \$6,765,224 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems

RECOMMENDATION

Staff recommends approving Contract Amendment 1 with CH2M Hill Engineers, Inc. for \$6,765,224 for operation, maintenance, management and engineering services for the City's wastewater treatment facilities and systems, and approving a \$70,000 contingency.

BACKGROUND

When the Noland WWTP upgrade was completed in 1987, the City contracted with OMI (now CH2M Hill-OMI) for WWT services. The scope of services provided by OMI include: (1) operate and maintain the Noland and West Side Wastewater Treatment Plants (WWTP); (2) operate and maintain 45 wastewater pump station sites; (3) administer the City's NPDES discharge, air, stormwater, and other permits; (4) manage the City's biosolids disposal program; (5) manage the City's industrial pretreatment program; (6) support the SCADA (supervisory control and data acquisition system) network that monitors water and wastewater facilities; (7) pursue operation economies, efficiencies, and permit compliance; and (8) participate in the construction and post-construction work of the Wastewater System Improvement Project (WSIP). In late 2009, the City underwent a rigorous selection process with three competitive proposals. The selection committee selected CH2M Hill for a five year contract, which expires December 31, 2014.

DISCUSSION

The 2011 contract amendment updates the scope of services from the 2010 contract, with evolutionary changes reflecting GASB requirements, the expanded wastewater system, updated regulatory requirements, and wastewater treatment related engineering services. To encourage cost saving operations, the contract contains an incentive provision whereby budget savings are distributed 87.5% to the City and 12.5% to CH2M HILL. The 2011 contract amendment reflects a \$93,662 cost reduction from 2010, primarily due to reduced operations expenses. The contingency is requested to allow for potential expenses due to increased regulatory requirements with the new NPDES permits. Highlights of changes are below:

- 1) New USPEA NPDES discharge permits for both wastewater plants.
- 2) Biosolids drying process coming on line, reducing hauling and landfilling costs and possibly creating a new revenue stream.
- 3) Beaver Water District sludge land application process coming on line, increasing operating costs that are covered in full by the charges for the service.

BUDGET IMPACT

The \$6,765,224 contract and \$75,000 contingency costs are included in the proposed 2011 Budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 WITH CH2M HILL ENGINEERS, INC. IN THE AMOUNT OF \$6,765,224.00 FOR OPERATION, MAINTENANCE, MANAGEMENT AND ENGINEERING SERVICES FOR CITY WASTEWATER TREATMENT FACILITIES AND SYSTEMS, AND APPROVING A \$70,000.00 CONTRACT CONTINGENCY

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 Contract Amendment No. 1 with CH2M Hill Engineers, Inc., a copy of which is attached as Exhibit "A," in the amount of \$6,765,224.00 for operation, maintenance, management and engineering services for city wastewater treatment facilities and systems.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a \$70,000.00 contract contingency.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AMENDMENT NO. 1 TO AGREEMENT
For
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CH2M HILL ENGINEERS, INC.

THIS AMENDMENT NO. 1 to the Agreement for Operations, Maintenance and Management Services between the City of Fayetteville, Arkansas, Wastewater Treatment Facilities and its pertinent systems dated December 15, 2009 (the "Agreement"), is made effective on the 1st day of January, 2011, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter "City of Fayetteville") and CH2M HILL Engineers, Inc., (hereinafter "CH2M HILL")

NOW THEREFORE, the City and CH2M HILL hereby amend the Agreement as follows:

1. Appendix B is deleted in its entirety and replaced with the attached Appendix B.
2. Appendix C is deleted in its entirety and replaced with the attached Appendix C.
3. Appendix D is deleted in its entirety and replaced with the attached Appendix D.
4. Appendix E is deleted in its entirety and replaced with the attached Appendix E.
5. Appendix F is deleted in its entirety and replaced with the attached Appendix F.
6. Appendix G is deleted in its entirety and replaced with the attached Appendix G.
7. Appendix H is deleted in its entirety and replaced with the attached Appendix H.

This Amendment No. 1, together with the Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Officer have made and executed this Agreement as of the day and year first above written.

CH2M HILL ENGINEERS, INC.

By: Natalie Eldredge
Name: Natalie L. Eldredge
Title: Senior Designated Manager

Date: 10/14/10
Curb
10-14-2010

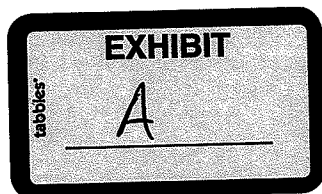
CITY OF FAYETTEVILLE, ARKANSAS

By: Lionel Jordan
Name: Lioneld Jordan, Mayor
Title: Mayor

Date: 10/27/10

ATTEST:

By: _____
Sondra Smith, City Clerk



Appendix A

LIST OF APPENDICES

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Appendix B

DEFINITIONS

- B.1 The "Project" means all equipment, vehicles, grounds and facilities described in Appendix E and where appropriate, the management, operations and maintenance of such.
- B.2 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than ten thousand dollars (\$10,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than ten thousand dollars (\$10,000); or (3) expenditures that are planned, non-routine and budgeted by City of Fayetteville.
- B.3 "Cost" means the total of all costs determined on an accrual basis in accordance with generally accepted accounting principles including but not limited to direct labor, insurance, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.
- B.4 "Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M HILL to maximize the service life of the equipment, vehicles, and facilities as listed in Appendix E.
- B.5 "Repairs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof; cost less than ten thousand dollars (\$10,000); and are not included in definition B.2 of this Appendix. "Repairs" exclude cost of repair parts caused by storm damage to the supervisory control and data acquisition (SCADA) system.
- B.6 "Out of scope" services will include "capital expenditures" (definition B.2 of this Appendix), added or modified regulatory requirements (that are not contained in the applicable permits), changes to improve efficiency and/or generate income, or other services not described in the contract and requested by the City of Fayetteville. These services shall be performed as stated in Appendix C. Should "Out of Scope Services" become a permanent and ongoing requirement, CH2M HILL will submit a change of scope request within a reasonable amount of time in accordance with Paragraph 1.6 of the Agreement.
- B.7 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of City of Fayetteville's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- B.8 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD₅.
- B.9 "Base Fee" means all costs within the scope of the contract, on an annual basis, including direct costs, labor, utilities, and other allocated costs.
- B.10 "Fixed Asset" means any tangible property that has a value of five thousand dollars (\$5,000) or more and is depreciable. This excludes the repair/replacement parts that are components of a greater fixed asset.

- B.11 "Electrical Evaluation" will be limited to amperage draws, winding resistance measurements, thermographic evaluations, and current and voltage imbalance.

Appendix C

SCOPE OF SERVICES

C.1 SCOPE OF SERVICES – CH2M HILL

- C.1.1 Perform professional services in connection with the Project as hereinafter stated.
- C.1.2 Operate and maintain all facilities over a 24-hour per day, 7-day per week period, under full service contract operations and maintenance. Operations may be performed with on site staff and/or remote monitoring/on-call services for all or portions of this time.
- C.1.3 Within the design capacity and capability of the Project, manage, operate, and maintain the Project so that effluent discharged from the Project meets the requirements specified in Appendix F.
- C.1.4 Operate and maintain the present Industrial Pretreatment Program including all monitoring, inspections, sampling, testing, reporting, and record keeping as described in Appendix G. Results of all industrial sampling and testing shall be made available to City of Fayetteville as requested.
- C.1.5 Provide all Maintenance for the Project. Document as required to continue existing maintenance program and to provide City of Fayetteville requested reporting, including but not limited to updated preventative maintenance schedules. City of Fayetteville shall have full access to preventative maintenance records.
- C.1.6 Pay all costs incurred within the scope of normal Project operations as defined in this Agreement.
- C.1.7 Staff the Project with a minimum of three (3) Arkansas Class IV Wastewater licensed operators.
- C.1.8 Prepare all NPDES permit reports, letters, or other correspondence, and submit these to City of Fayetteville for signature and approval. Transmittal to appropriate agencies shall be done by CH2M HILL. Any fines levied because of late reports as a result of CH2M HILL's failure to complete and allow sufficient time for City of Fayetteville's signature and transmittal shall be paid by CH2M HILL. Submittal to the City of Fayetteville by the 15th of the month following the reporting period shall be considered timely.
- C.1.9 Provide for proper disposal of screening, scum, grit, and biosolids in compliance with permit and regulatory requirements, as long as a suitable location for such disposal is reasonably available. Should regulations and/or disposal/application options significantly change, projected costs will be revised by mutual agreement.
- C.1.10 Provide all manufacturers' warranties on new equipment purchased by the City of Fayetteville and assist the City of Fayetteville in enforcing existing equipment warranties and guarantees.
- C.1.11 Be responsible for all laboratory testing and sampling presently required by the NPDES permits, stormwater permits, "no discharge" permits, and other related requirements.
- C.1.12 Provide an inventory of vehicles and equipment (rolling stock) that are being used at the Project at the beginning of each contract year.
- C.1.13 Provide twenty four (24) hour per day access to Project for City of Fayetteville's personnel. Visits may be made at any time by any of City of Fayetteville's employees so designated by City of

Fayetteville's representative. Keys for Project shall be provided to City of Fayetteville by CH2M HILL. All visitors to the Project shall comply with CH2M HILL's operating and safety procedures.

- C.1.14 Provide for the maintenance of existing City of Fayetteville rolling stock such as dump trucks, tractors, and trailers that are necessary for the operations and maintenance of the facilities.
- C.1.15 Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, and energy management. Continue the current project safety program with updates as necessary.
- C.1.16 Provide computerized maintenance, process control, and laboratory management systems.
- C.1.17 Comply with the requirements of City of Fayetteville regarding affirmative action provisions for minority hiring.
- C.1.18 Provide City of Fayetteville with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by City of Fayetteville and assist City of Fayetteville in preparation of annual operating budgets. City of Fayetteville shall be allowed to conduct or have conducted audits of all accounting records related to the direct contract operations of this Agreement at times to be determined by City of Fayetteville.
- C.1.19 Provide City of Fayetteville with full documentation that preventative maintenance is being performed on all City of Fayetteville equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by City of Fayetteville. Maintenance program shall include documentation of corrective and preventive maintenance and a spare parts inventory.
- C.1.20 Provide for repairs as described in the Appendix B.5.
- C.1.21 Maintenance of the SCADA system as described in Appendix E, to include ongoing updates and upgrades of the software and hardware to ensure operational continuity and in accordance with initiatives as agreed upon by the City of Fayetteville and CH2M HILL.
- C.1.22 Maintain odor control at the wastewater treatment facilities and wastewater lift stations, including the Hamestring Lift Station force mains.
- C.1.23 Verify the capacity and efficiency of each sewer lift station once a year.
- C.1.24 Provide recommendations for Capital Improvements Program (CIP) with a schedule for improvements and expenditures as requested by the City of Fayetteville. A five (5) year schedule will be presented for all capital improvements and ten (10) year projections will be made for major improvements. These recommendations will be based on requirements determined from facility operations and does not include detailed engineering studies. In addition, CH2M HILL will prepare the required forms and documentation required during budget and capital improvements budget preparation time each year. Except for the improvements requiring an engineering study, the following will be included for each project:
 - Improvement needed
 - Justification of improvements
 - Cost of improvements
 - Any projected increase or decrease in O&M costs created by the CIP

- Proposed expenditure schedule
 - Proposed capital recovery schedule
 - Impact of early termination
- C.1.25 Perform other services that are related to but not part of the Scope of Services upon written notification by City of Fayetteville. Such services will be invoiced to City of Fayetteville at CH2M HILL's cost plus eighteen percent (18%).
- C.1.26 At the direction of the City of Fayetteville, CH2M HILL is authorized to act in emergency situations outside this Scope of Services, at CH2M HILL's discretion. The costs related to emergency services are not included in the compensation set forth in this Agreement. CH2M HILL will notify City of Fayetteville as soon as reasonably possible, and shall be compensated by City of Fayetteville for any such emergency work at CH2M HILL's costs for the emergency work plus twenty-five percent (25%).
- C.1.27 Provide City of Fayetteville with oral and written reports as requested.
- C.1.28 Operate and maintain all existing wastewater lift station facilities including buildings, grounds, backup power generators, and certain other appurtenances within the site fenced area. However, maintenance of inlet and outlet pipeworks shall terminate at the wall of lift station. Should the City of Fayetteville add in excess of three (3) additional lift stations, from the prior contract year's number of sites, a corresponding change of scope will be negotiated.
- C.1.29 Conduct annual electrical evaluations of electrical units of 25 horsepower or more which operate at supply voltages of 480V or less to ground.
- C.1.30 CH2M HILL will comply with present federal, state, and local laws in performing their obligations under the terms of this Agreement. CH2M HILL and City of Fayetteville will work cooperatively regarding the application and impact of potential changes in law, including the potential cost impact on the scope of work, and mutually revise this Agreement as applicable.
- C.1.31 Coordinate and schedule the use of training rooms at both wastewater treatment facilities.
- C.1.32 Conduct community outreach and education activities including cooperative efforts with the University of Arkansas as appropriate.
- C.1.33 Maintain compliance with other existing environmental permits (e.g., air permits, industrial general stormwater permits, "no discharge" permits)
- C.1.34 Maintain the industrial surcharge program and provide for monitoring and control of septage deliveries, as provided for in the City of Fayetteville's Code of Ordinances, Discharge and Pretreatment Regulations.
- C.1.35 The parties contemplate that minor design/engineering services may be provided by CH2M HILL from time to time. The scope and compensation for such services shall be mutually negotiated by the parties prior to the commencement of work.
- C.1.36 Operate and maintain the ongoing nutrient removal efforts at the City of Fayetteville's biosolids management site, including managing harvesting and marketing the hay produced on the site. Biosolids management site maintenance shall also include compliance with the current "no discharge" permit.

- C.1.37 Operate and maintain existing onsite power generators at all existing sites, including maintaining compliance with off-peak power rate structure monitoring and generation requirements.
- C.1.38 Operate and maintain the biosolids drying operation, which will include 6 solar houses and a thermal biosolids dryer, after the construction of such installations is completed in 2011.
- C.1.39 Coordinate the marketing and/or disposal of the dried biosolids produced from the drying operations as appropriate.
- C.1.40 Coordinate the application of alum sludge from Beaver Water District and invoicing for the services as appropriate.

C.2 SCOPE OF SERVICES – CITY OF FAYETTEVILLE

- C.2.1 Provide for all Capital Expenditures except for the Projects that City of Fayetteville may authorize CH2M HILL to implement subject to mutually agreeable terms and conditions of repayment.
- C.2.2 Maintain all existing and necessary Project warranties, guarantees, easements, permits, and licenses that have been granted to City of Fayetteville with the proviso that CH2M HILL remains primarily responsible to ensure that the wastewater plants are efficiently, properly and professionally operated so that they will not suffer a loss of permits or licenses.
- C.2.3 Pay all property or other taxes or franchise fees associated with the Project. This excludes taxes to be borne by CH2M HILL for equipment owned by CH2M HILL.
- C.2.4 May provide CH2M HILL within a reasonable time after request any piece of City of Fayetteville's heavy equipment, subject to availability, so that CH2M HILL may fulfill its obligations under this Agreement in the most cost-effective manner.
- C.2.5 Provide all licenses for vehicles used in connection with the Project.
- C.2.6 Provide for CH2M HILL's use all vehicles and equipment presently in use at the Project, including the vehicles described in Appendix H.
- C.2.7 Pay for all wastewater lift station utilities, with the exception of electricity.
- C.2.8 Pay for all gasoline, diesel, and propane for backup power generators and all rolling stock provided by City of Fayetteville, except for the biosolids semi-tractors.
- C.2.9 Pay for all regulatory fees.

Appendix D

COMPENSATION FOR SERVICES

- 4.1 CH2M HILL estimates that Base Fee for services, on an annual basis, under this Agreement for 2010 shall be **\$6,765,224**. Details of said cost are shown in D.4 below. The Base Fee shall be negotiated each year. Should City of Fayetteville and CH2M HILL fail to agree, the Base Fee will be determined by the application of the Base Fee adjustment formula shown in Appendix I. Upon each contract year renegotiation, CH2M HILL shall continue to invoice City of Fayetteville at the previous amount until the new contract year price is agreed upon. Upon written notice, agreement between the parties as to the new contract year Base Fee, CH2M HILL shall issue an invoice retroactively adjusting the previous Base Fee amount. Should the actual expenditures exceed the total estimated annual expenditures by more than Twenty Thousand Dollars (\$20,000), in any year of this Agreement, specific approval will be obtained from the City of Fayetteville prior to CH2M HILL incurring additional costs.
- 4.2 An administrative fee of fifteen percent (15%) will be added to personnel services and ten percent (10%) to all other direct costs excluding electricity. An annual fixed management fee of \$118,029 shall be billed in equal monthly installments and adjusted annually in relation to the Base Fee.
- 4.3 In order to provide an incentive for CH2M HILL to operate in a manner that will result in actual costs below estimated cost, City of Fayetteville will pay CH2M HILL an additional fee when actual costs are below estimated cost. Said fee will be twelve and one half percent (12.5%) of the amount of actual cost are below estimated cost.
- 4.4 **Cost Detail** - The annualized estimated costs for calendar year 2010 are listed in Table D-1.

Table D-1, Cost Detail

Category Description	Wastewater Division Administration & SCADA	Noland WWTP O&M (incl. land application site)	West Side WWTP O&M (incl. wetlands mitigation site)	Lab & Industrial Pretreatment Program	Lift Station Maintenance	Totals
Direct Labor	\$ 432,297	\$ 995,779	\$ 602,448	\$ 292,567	\$ 115,050	\$ 2,438,141
Labor Markup, 15%	\$ 64,845	\$ 149,367	\$ 90,367	\$ 43,885	\$ 17,258	\$ 365,721
Direct Expense	\$ 332,416	\$ 1,394,649	\$ 584,539	\$ 112,072	\$ 265,181	\$ 2,688,856
Expense Markup, 10%	\$ 33,242	\$ 139,465	\$ 58,454	\$ 11,207	\$ 26,518	\$ 268,886
Electricity		\$ 360,598	\$ 304,998		\$ 219,996	\$ 885,592
Fixed Fee	\$ 118,029					\$ 118,029
Totals	\$ 980,828	\$ 3,039,857	\$ 1,640,805	\$ 459,731	\$ 644,003	\$ 6,765,224

Appendix E

LOCATION OF PROJECT

E.1 CH2M HILL agrees to provide the services necessary for the management, operation and maintenance of the following:

E.1.1 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Noland Wastewater Treatment Plant located at:

1400 North Fox Hunter Road
Fayetteville, Arkansas 72701

E.1.2 All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's West Side Wastewater Treatment Plant located at:

15 South Broyles Avenue
Fayetteville, Arkansas 72704

E.1.3 All equipment, grounds, and facilities now existing within the present property boundaries of wastewater lift stations described as follows:

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WW1	978 E Zion Rd (Lowe's – Zion PS)	YES	
WW2	3500 E Mission Blvd (Timbercrest PS)	YES	
WW3	2805 N Salem Rd (Crystal Springs PS - ABANDONED)		YES
WW4	691 W Poplar St (Poplar PS - ABANDONED)		YES
WW5	3896 N Gregg Ave (Gregg Ave PS)	YES	
WW6	3021 N Old Wire Rd (Old Wire PS)		
WW7	2065 N Sunshine Rd (Hamestring PS)	YES	
WW8	729 W North Street (North Street PS –ABANDONED)		YES
WW9	1336 N Porter Rd (Porter Rd PS)		
WW10	716 N Futrall Dr (Futrall Dr PS)	YES	
WW11	4412 W 6th Street (Farmington East PS –ABANDONED)		YES
WW12	571 N Double Springs Road (Farmington West PS)	YES	
WW13	878 S Dead Horse Mountain Rd (Stonebridge PS)	YES	
WW14	1820 S Armstrong Ave (Industrial Park PS)	YES	
WW16	516 W Ernest Lancaster Dr (Airport North PS)	YES	
WW18	202 N Sandy (Greenland PS)		
WW19	5716 E Norman Murphy Rd (Mally Wagon PS)	YES	
WW20	3212 N Highway 112 – (Trucker's Drive PS - ABANDONED)		YES

SCADA NODE	LOCATION	Generator	Site Maintenance Only
WW22	630 N Double Springs Rd (Owl Creek PS)	YES	
WW23	440 E Fairway Ln (Masters PS)		
WW24	265 W Ernest Lancaster Dr (Airport East PS)	YES	
WW25	551 W Aster Ave (Willow West PS - Farmington)	YES	
WW26	74 S Kestrel (Sequoyah Preserve PS)		
WW27	1031 River Meadows Dr (Stonebridge Meadow Phase I PS)	YES	
WW28	1603 Plantation Ave (Heritage Village PS)	YES	
WW29	390 N Cato Springs Rd (Bohannon PS - Greenland)		
WW32	478 N Durango Place (Silverthorne PS)	YES	
WW33	4644 N Crossover Rd (Stonewood PS - Copper Creek)	YES	
WW34	4572 S School Ave (Airport South PS)	YES	
WW35	3083 W 6th St (Lowe's - 6th St PS)	YES	
WW36	1642 N Willowbrook Dr (Skyler Place PS)	YES	
WW37	3848 W Edgewater Dr (Clabber Creek PS - ABANDONED)		YES
WW38	3710 E Zion Rd (Copper Creek Phase II PS)	YES	
WW39	2392 N Kenswick Ave (Crofton Manner PS)	YES	
WW40	1811 S Cherry Hills Dr (Stone Bridge Meadow Phase II PS)	YES	
WW41	1608 S Springlake Dr (Crescent Lake PS)	YES	
WW42	2588 N Firefly Catch Dr (Clabber Creek Phase 3 PS - ABANDONED)		YES
WW43	196 S Woodsprings (Timber Trails PS)		
WW44	10 Dot Tipton Rd (Legacy Pointe Phase 4 PS)		
WW45	4451 N Waterside Ct (Timberlake Office Park PS)	YES	
WW46	3788 E Spyglass Hill Dr (Stonebridge Meadows Phase V PS)	YES	
WW47	3601 E Albright Rd (Embry Acres PS)	YES	
WW48	2435 S Dead Horse Mountain Rd (McDonald PS)		
WW49	3393 E Goff Farm Road (Meadows PS)		
WW50	485 N Broyles Ave (Broyles Ave PS)	YES	

E.1.4 All equipment, grounds, and facilities now existing within the present property boundaries of or being used to operate the City of Fayetteville's Biosolids Management Site located east of the Noland Wastewater Treatment Plant across the White River.

E.1.5 All equipment, grounds, and facilities associated with or being used to complete routine O&M activities for the City of Fayetteville's Mitigated Wetlands Site now existing within the present property boundaries located north of the West Side Wastewater Treatment Plant. The service includes limited herbicide application and site monitoring but excludes burning.

E.1.6 The potable water SCADA system at the following locations:

SCADA NODE	LOCATION	DESCRIPTION
W1	215 W 24th St (South Mountain)	Pump Station
W2	844 N Crossover Rd (Hyland Park)	Pump Station
W4	1016 E Ash St	Pump Station
W5	707 E Rogers Dr	Pump Station
W6	456 E Baxter Ln	Ground Storage Tank (2 each)
W7	707 E Rogers Dr	Ground Storage Tank (2 each)
W8	133 N Sang Ave	Elevated Storage Tank
W9	1170 E South Skyline Dr	Elevated Storage Tank (Mt. Sequoyah)
W10	1044 E Township Rd	Elevated Storage Tank
W11	3280 W Judge Cummins Rd	Ground Storage Tank (2 ea) (Kessler Mountain)
W12	7001 E Mission (Highway 45 Valve	Pressure-Reducing Valve Station)
W13	1589 Fire Tower Road (Goshen)	Pump Station and Ground Storage Tank
W14	17301 Lake Sequoyah Rd (Round Mtn)	Pump Station
W15	14360 Round Mt Comm Church Rd	Stand Pipe County Rd #55 (Round Mountain)
W16	22032 Fire Tower Rd County Rd 4343	Stand Pipe (Benson Mountain)
W17	3265 N Gulley Rd	Elevated Storage Tank
W18	3788 N Gulley Rd	Pump Station
W19	3370 S Coach Rd	Pump Station
W20	2098 Woodcliff Rd (Springdale)	Surge Tank
W21	2210 N Old Wire Rd	Valve
W22	2800 N Old Missouri Rd	Flow Meter
W23	3385 N Par Ct	Valve
W24	3023 E Joyce Blvd	Valve
W25	2567 E Robinson (Springdale)	Valve
W26	Township Tank Weather Station	Weather Station
W27	17385 Blue Springs Rd (Goshen)	Pump Station
W28	17970 Lake Sequoyah Rd	Pump Station
W29	Beaver Water District	SCADA Interface
WSOPC	2435 S Industrial Dr	Water & Sewer Ops Center
MTROB	12141 Ed Edwards Rd	Mt. Robinson Tower Site

E.1.7 Installation of the necessary Remote Terminal Units (RTUs) and equipment to acquire flow information from the collection system via SCADA. Flow monitoring devices (up to 17 remote locations) are scheduled to be installed by the City's Water and Sewer Division in 2011.

- E.1.8 Responsible for the maintenance of Mt. Robinson Tower Site, excluding the road; which includes mowing and maintenance of the backup power generator, building, ground, and collision lamps. Perform annual inspection of guy wire and visual inspection of the tower.

Appendix F

ENVIRONMENTAL PERMITS AND PROJECT CHARACTERISTICS

F.1 CH2M HILL will operate Project so that effluent will meet the requirement of NPDES permit No. AR0020010 and AR0050288. CH2M HILL shall be responsible for meeting the effluent quality requirements of City of Fayetteville's NPDES permit unless one or more of the following occurs:

- The Project influent does not contain Adequate Nutrients to support operation of Project biological processes;
- Contains Biologically Toxic Substances which cannot be removed by the existing process and facilities;

The flow, influent BOD₅, and/or suspended solids exceeds the Project design parameters which are:

	Noland WWTP		West Side WWTP	
	Annual Average	Maximum Monthly Average	Annual Average	Maximum Monthly Average
Flow (MGD)	11.2	16.9	10.0	17.8
BOD (lbs/d)	26,370	27,960	14,595	18,853
TSS (lbs/d)	20,620	22,210	14,595	18,853

F.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅, or flow, exceeds the parameters listed above, CH2M HILL shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Listed Parameters By	Recovery Period Maximum
10% or Less	5 days
> 10% but < 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then CH2M HILL will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

F.3 CH2M HILL shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances (that exceed process inhibiting levels or creates concentrations exceeding application or discharge limitations), and the subsequent recovery period.

F.5 The estimate Costs for services under this Agreement are based upon the following Project characteristics:

Annual Average	Noland WWTP	West Side WWTP
Flow (MGD)	6.5	6.3
BOD (lbs/d)	13,739	9,313
TSS (lbs/d)	12,101	11,795

The above characteristics are the actual twelve (12) months average prior to the date services are first provided under this Agreement. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, may constitute a change in scope.

F.6 The current applicable environmental permits are as follows:

Permit	AFIN No.	Permit No.	Expiration Date
NPDES - Noland	72-00102	AR0020010	05/31/11
NPDES - West Side	72-01033	AR0050288	11/30/10
No Discharge Permit - Noland	72-00829	4748-W	12/31/13
No Discharge Permit - West Side	72-01033	5028-W	06/30/14
Air - Hamestring	72-01873	2179-A	N/A
Air - West Side	72-01033	2178-A	N/A
Stormwater No Exposure Certification (NEC) - Noland	72-00102	Tracking No. ARR00C377	06/30/14
Stormwater No Exposure Certification (NEC) - West Side	72-01033	Tracking No. ARR000390	06/30/14

Appendix G

INDUSTRIAL WASTE DISCHARGES AND MONITORING PROGRAM

G.1 CH2M HILL shall: Administer the Industrial Pretreatment Program in accordance with 40 CFR 403. Administration shall include:

- G.1.1 Maintain the industrial waste sampling and analysis program for pretreatment and surcharge, as described in G.3.
- G.1.2 Monitor the compliance status of the current Significant Industrial Users (SIU's) through sampling, analysis, inspection, and record reviews. Issue notices of violation when appropriate, and recommend appropriate enforcement action to City of Fayetteville.
- G.1.3 Receive, review and act upon reports and notification from industrial users.
- G.1.4 Prepare notice of violations and other enforcement documentation in accordance with the Enforcement Response Plan in the State approved Industrial Pretreatment Program.
- G.1.5 Track, determine, and publish industrial users in significant noncompliance.
- G.1.6 Issue, revise, and renew industrial waste discharge permits for the SIU's.
- G.1.7 Conduct an Industrial Waste Survey periodically to identify new, or significant, industrial users in Fayetteville and in cities with which Fayetteville has interjurisdictional agreements for waste treatment.
- G.1.8 Assist City of Fayetteville with review and revision of local limits, the sewer use ordinances, the pretreatment program, and interjurisdictional agreements.
- G.1.9 Prepare and submit the Industrial Pretreatment annual report.
- G.1.10 Maintain all industrial monitoring records for at least three (3) years.
- G.1.11 Maintain open communication with the SIU's.
- G.1.12 Keep City of Fayetteville informed of pretreatment activities and changes in regulatory requirements.

G.2 Significant costs due to new or changed Federal, State or local regulations shall cause a change of contract scope.

G.3 Industrial Waste Dischargers and Monitoring Program in City of Fayetteville, AR:

Industry	Parameters Analyzed
Ayrshire Electronics, LLC 1101 S. Beechwood Fayetteville, AR 72701	Copper, lead, zinc
Custom Powder Coating Services, Inc. 1629 W. Farmington St. Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide
Elkhart Products Corporation 3265 Highway 71 South Fayetteville, AR 72701	Chromium, copper, lead, nickel, zinc, oil & grease

Industry	Parameters Analyzed
Hiland Dairy Company 301 E. 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease
Marshalltown Tools 2200 Industrial Drive Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide
Pinnacle Foods Corporation 1100 W, 15 th Street Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease
Superior Industries International Arkansas, LLC 1901 Borick Drive Fayetteville, AR 72701	Cadmium, chromium, copper, lead, nickel, silver, zinc, cyanide
Tyson Foods, Inc. 2615 S. School Fayetteville, AR 72701	Biochemical oxygen demand, total suspended solids, phosphorus, pH, oil & grease

Appendix H

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)			
Unit #	Unit Description	Location	Year
320	Ford F350 Super Duty/Crane, Crew Cab	West Side	1999
324	Ford F350 Super Duty/Crane, Reg. Cab	Paul R Noland	1999
325	Ford F350 Super Duty, Reg. Cab	Paul R Noland	2000
339	Ford F-350, Flatbed	Biosolids Management Site	2002
340	Ford F-350	Biosolids Management Site	2002
551	Ford 3930 Tractor Brushhog	Biosolids Management Site	1995
564	Ford/New Holland 8160 Load Tractor	Biosolids Management Site	1999
570	New Holland 8670 Tractor	Biosolids Management Site	2000
581	New Holland TS100A Front End Loader	Biosolids Management Site	2004
582	New Holland 1412 Discbine Mower Conditioner	Biosolids Management Site	2004
583	New Holland 740 Round Baler	Biosolids Management Site	2001
588	New Holland B940A Large Square Baler	Biosolids Management Site	2005
589	New Holland 1412 Discbine Mower Conditioner	Biosolids Management Site	2005
644	New Holland 575E Backhoe/Loader	Maintenance	2000
727	Dump Truck	Paul R Noland	1995
741	Mack Tractor	Biosolids Management Site	1996
751	Sterling LT9500 Truck	West Side	2006
753	Kenworth Semi Tractor	Paul R Noland	1999
754	Kenworth T800 Semi Tractor	West Side	1999
755	Kenworth T800 Semi Tractor	Paul R Noland	2000
806	Case 1150G Bulldozer	Biosolids Management Site	1995
818	Caterpillar P5000LP Forklift	West Side	2008
927	Parker 24' Gooseneck Trailer	Biosolids Management Site	1991
959	Bush Hog 2620 Cutter	Biosolids Management Site	1995
966	P.J. Trailer, 18FT	Biosolids	1996

VEHICLE AND MOBILE EQUIPMENT DESCRIPTION (ROLLING STOCK)			
Unit #	Unit Description	Location	Year
		Management Site	
969	LO-Boy 25T-36FT Trailer	Biosolids Management Site	1996
988	Hesston Wheel Rake	Biosolids Management Site	1998
989	M&W Wheel Rake	Biosolids Management Site	1998
992	ATV - Polaris Sportsman 4X4	Paul R Noland	1998
1052	Ford Explorer	Biosolids Management Site	1999
1092	Ford Explorer XLT	Paul R Noland	2002
2004	Ford 4X4 Ranger XLT	West Side	1997
2007	Ford 4X4 Ranger XLT	Ops Bld	1997
2103	Ford 4X4 F150 Extended Cab	West Side	2006
3820	2006 Kawasaki Mule 4x4	West Side	2006
4318	2006 Kawasaki Mule 4x4	West Side	2006
5000	New Holland 1412 Discbine	Biosolids Management Site	2006
5001	John Deere 6615 Tractor	Biosolids Management Site	2007
5002	John Deere 6615 Tractor	Biosolids Management Site	2007
5003	New Holland 740 Round Baler	Biosolids Management Site	2007
5012	Unit 5012 NHT6030	Biosolids Management Site	2009
9021	Volvo Penta 400 KW - Trailer Mounted Generator	Lift Station12N	2001
9024	Hesston GEHL WR-522 Wheel Rake	Biosolids Management Site	2001
9025	Volvo Penta 400 KW - Trailer Mounted Generator	Lift Station22	2001
9031	Work Horse	Paul R Noland	2001
9034	Yale 5000# Fork Lift	Paul R Noland	2002
9037	Work Horse	Paul R Noland	2002
9083	Lufkin ULD-38 Trailer	West Side	1999
9088	Lufkin ULD-38 Trailer	West Side	2006
9104	Lufkin ULD-38 Trailer	West Side	2004
9105	Lufkin ULD-38 Trailer	Paul R Noland	2004
9106	Lufkin ULD-38 Trailer	Paul R Noland	2004
9111	Clement Star-Lite Trailer	Paul R Noland	2009
9124	Thompson 6" Diesel Power Pump/Trailer	Paul R Noland	2009

Appendix I

BASE FEE ADJUSTMENT

I.1 Electrical costs will be adjusted by actual increases from power supplier.

I.2 The Base Fee adjustment formula is as follows:

$$ABF = BF \times (1 + AF)$$

Where:

BF = Base Fee specified in Appendix D

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = .5 (ECI + CPI)$$

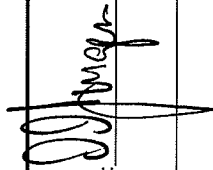
ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU101000000000A.

CPI = The twelve month percent change (from October of the prior year to October of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

City Of Fayetteville

(Not a Purchase Order)

Vendor #: 61490		Vendor Name: Operations Management International (OMI)		Requisition No.: _____		Date: 12/30/2010	
Address: _____		Fob Point: _____		P.O Number: _____		Expected Delivery Date: _____	
City: Denver		State: CO		Mail Yes: _____ No: _____		Quotes Attached Yes: _____ No: _____	
Zip Code: 80291-1267		Ship to code: _____		Taxable Yes: _____ No: _____		Divisor Head Approval: _____	
Requester: Cheryl Partain		Requester's Employee #: 2548		Extension: 224		Inventory # _____	
Item Description		Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #
2010 Contract with Operations Management International (OMI) for Management of the City's Wastewater Treatment Facilities. -Administration and SCADA Contract# 2113, Res		12	Job	71,899.91	\$862,798.92	5400.5100.5328.00	08048-0510
1							
2	Noland WWTP O & M	12	Job	253,321.42	\$3,039,857.04	5400.5110.5328.00	08048-0511
3	West Side WWTP O & M	12	Job	136,733.75	\$1,640,805.00	5400.5120.5328.00	08048-0512
4	Lab & Industrial Pretreatment	12	Job	38,310.92	\$459,731.04	5400.5130.5328.00	08048-0513
5	Lift Station Utility and Maintenance	12	Job	53,666.92	\$644,003.04	5400.5140.5328.00	08048-0514
6	Fixed Fee	12	Job	9,835.75	\$118,029.00	5400.5100.5328.00	08048-0510
7					\$0.00		
8					\$0.00		
9					\$0.00		
10					\$0.00		
	Shipping/Handling		Lot		\$0.00		
Special Instructions: _____							
Subtotal: \$6,765,224.04						Tax: _____	
Total: \$6,765,224.04							

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

City of Fayetteville Staff Review Form

C. 3
2011 Annual Budget &
Work Program
Page 1 of 2

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approve a resolution adopting the Proposed 2011 Annual Budget & Work Program.

N/A

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Chief of Staff

Date

Mayor

Date

Received in City
Clerk's Office 11-03-10 P03:14

Received in
Mayor's Office

Comments:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director
Kevin Springer, Budget Director 

DATE: November 3, 2010

SUBJECT: **Proposed 2011 Annual Budget & Work Program**

Recommendation:

Consider the Proposed 2011 Annual Budget & Work Program for adoption by the November 16, 2010 City Council meeting.

Discussion:

The Proposed 2011 Annual Budget & Work Program will be distributed to City Council on Tuesday, November 9, 2010. Listed below is a schedule of hearing dates for the Proposed 2011 Annual Budget & Work Program.

Date	Budget Meeting/Location
Saturday, November 6, 2010	<i>Budget Discussion Meeting, Room 326</i>
Tuesday, November 9, 2010	City Council Agenda Meeting, <i>Room 326</i>
Tuesday, November 16, 2010	City Council Meeting, <i>Room 219</i>
<i>Additional meetings to be scheduled if needed.</i>	

If you have any questions concerning the Proposed 2011 Annual Budget & Work Program, please feel free to contact either Paul A. Becker at 575-8330 or Kevin Springer at 575-8226. Thank you for your attention to this matter.

City of Fayetteville Staff Review Form

C. 4
SouthPass Amendment No.1
Page 1 of 44

City Council Agenda Items
and
Contracts, Leases or Agreements

11/16/2010

City Council Meeting Date
Agenda Items Only

Jeremy Pate

Submitted By

Division

Development Services

Department

Action Required:

ADM 10-3689: Submitted by Chambers Bank, requesting approval of Amendment No. 1 to R-PZD 08-2898 SouthPass related to the phasing plan, reducing the project acreage and density, rezoning a portion of the site to RSF 1, amending the timing of the proposed \$1 million contribution and changing the name of the PZD.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

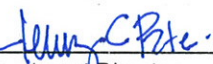
Remaining Balance

Fund Name

Budgeted Item

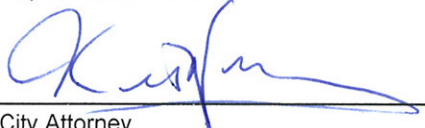
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Budget Adjustment Attached

☐

Department Director

10-29-2010
Date

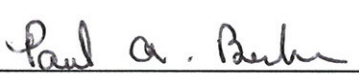
Previous Ordinance or Resolution #


City Attorney

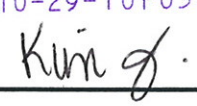
11-2-2010
Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

11-2-2010
Date

Received in City Clerk's Office 10-29-10 P03:05 RCVD



Chief of Staff

11-2-10
Date

Received in
Mayor's Office

ENTERED
11-2-10 


Mayor

11/8/10
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

From: Jeremy Pate, Development Services Director 

Date: October 25, 2010

Subject: ADM 10-3689 SouthPass PZD Amendment No. 1

BACKGROUND

The SouthPass Planned Zoning District (PZD 08-2898) was approved by the City Council on November 6, 2008. This is a 910-acre project, located west of I-540, south of State Highway 62. The project was approved for a maximum of 4,262 residential dwelling units, 344,000 square feet of non-residential space, 240 acres of preserved open space, and a 200-acre regional park. The City has recently been deeded approximately 200 acres of the SouthPass site for a regional park and 10 acres for our existing water tank site. The PZD phasing plan submitted by the applicants and approved by the Council requires that construction approval and permits be obtained within a set time frame, in a sequenced phasing plan over 25 years. The current deadline for expiration of the project is November 06, 2010, unless a one-year extension is granted by the Planning Commission or the phasing plan of the PZD is modified by City Council.

REQUEST

Chambers Bank has recently received ownership of the SouthPass property from SouthPass, LLC by a deed in lieu of foreclosure. Chambers Bank proposes amendments to the R-PZD to allow the bank the opportunity to progress with the project in a different timeline and phasing plan than originally approved. The proposed amendments to the PZD are as follows:

Phasing Plan

The applicant requests the phasing outlined on page 17 of the adopted SouthPass PZD booklet to be amended as follows:

- a. PHASE 1: Construction permits for all infrastructure shall be obtained within five (5) years from the date of approval of PZD Amendment No. 1 by the City Council.
- b. PHASE 2: Construction permits for all infrastructure shall be obtained within seven (7) years from the date of approval of PZD Amendment No. 1 by the City Council.
- c. PHASE 3: Construction permits for all infrastructure shall be obtained within ten (10) years from the date of approval of PZD Amendment No. 1 by the City Council.
- d. PHASES 4-18: Construction permits for all infrastructure shall be obtained in compliance with city ordinances and development processes as required by the City of Fayetteville, without a specific expiration date.

- e. **ORDINANCE AMENDMENTS.** For all phases submitted for development approval, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval.
- f. **SEQUENCING:** Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.

Staff has coordinated the specific language for this amendment with the applicant and recommends the City Council amend the language on Page 17 of the PZD Project Booklet, as shown in Exhibit A.

Project Size/Density Amendment

The applicant requests to remove parcels 765-16323-500, 765-16323-503, and 765-16323-501 (approximately 24 acres) from the PZD and down-zone these parcels to RSF-0.5. The 24-acre property is not owned by Chambers Bank, and the current owners/residents have requested to be removed from the PZD, as they no longer intend to develop the property in this manner. These parcels were included in three different Planning Areas: Planning Area 3A (Kessler Mountain Bluff Single Family), Planning Area 3C (Kessler Mountain Bluff Single Family-Cluster) and Planning Area 6B (Open Space Area.) The amendment to remove these parcels changes the acreage and density for these Planning Areas as indicated in the attached exhibits. The request includes the removal of other dwelling units outside of the 25-acre tract, as well. The other lots being removed are no longer feasible to develop with the larger 24-acre area removed from the project.

Staff recommends approval of the request to remove approximately 24 acres and other associated dwelling units from the original SouthPass PZD. This amendment results in a number of changes to the PZD booklet. These amendments are indicated following the staff report in a series of pages that reflect the existing condition and the project booklet as it has been amended, should the Council approve the request.

1. The described 24-acre property is requested to be rezoned from R-PZD 08-2898 (SouthPass) to RSF-0.5, Residential Single Family, 0.5 unit per acre, as indicated in Exhibits B and C.
2. The removal of the 24 acres and associated amendments results in a changes in four planning areas, as shown in Exhibit D:
 - a. PA 3A (Kessler Mountain Bluff-Single Family) – removal of 0.48 acres, no units
 - b. PA 3B (Kessler Mountain Bluff-Multi-Family) – removal of 24 units and 5.75 acres; added this area to Open Space planning area
 - c. PA 3C (Kessler Mountain Bluff-Single Family Cluster) – removal of 54 single family lots and 15.73 acres; added area outside of 24-acre parcel to Open Space planning area
 - d. PA 6B (Open Space Areas) – net removal of 2.95 acres of open space
3. Overall, the amendments result in a net reduction of 78 residential lots and 2.95 acres of open space, once the 24-acre tract is removed from the project plan.

\$1 million Contribution Amendment

Chambers Bank requests to modify condition of approval No. 10 for the SouthPass PZD. This condition deals with the deeding of land for a regional park and the \$1million contribution to park construction. Chambers Bank is not a

part of the contract between SouthPass and the City, but is willing to contribute \$1,000,000 over the lifespan of this project in accordance with the included schedule provided by the bank.

The condition of approval for the PZD currently reads as follows:

"Condition of Approval No. 10

Parks: SouthPass shall deed a minimum amount of 200 acres to the City for an onsite regional park prior to the Mayor signing the ordinance of approval for the annexation and PZD, and shall contribute \$1,000,000.00 when the City is ready to award the first construction contract for the park, in accordance with the previously executed contract. Changes to or deviation from this contractual agreement shall be at the discretion of the City Council. In addition, all residential development on the site shall be required to meet the parkland dedication ordinance requirements through land dedication, money-in-lieu, or a combination thereof."

Staff recommends in favor of the proposal to contribute \$1 million towards park construction as each phase of the development occurs. The first part of condition no. 10 has been met, in that the deeds for the 200-acre site have been received. The original contract with SouthPass, LLC, who no longer controls the property or the project, required the \$1 million contribution for parks construction, as agreed to by the City and SouthPass, LLC. It is staff's understanding that Chambers Bank is under no obligation to meet the terms of the contract between the City and SouthPass, LLC. However, the condition of approval to develop the Southpass PZD project still remains part of the ordinance adopted by the City Council. Chambers Bank has worked with city staff to determine a way in which they can still provide the same amount of park construction contribution, but spread out over the lifespan of the project in order to make it financially feasible. Each phase of the project has a maximum number of dwelling units permitted, with a total of 4,262 units for the entire project (4,184 after the removal of the units in the requested amendments above). The developer has agreed to pay a per unit fee as each phase develops, based on the maximum number of dwelling units permitted within that phase, as opposed to the actual number of units constructed. This results in the City acquiring the \$1 million over the life of the project, even if the maximum number of dwelling units are not constructed. All fees shall be paid at the time of the first final plat for each respective phase, or before a building permit is issued within any phase, whichever comes first. A schedule of the contribution is attached as Exhibit E.

Name Change

Chambers Bank would like to reserve the right to change the official name of the project and would like this to be an administrative request if and when they have chosen a new name.

Staff recommends approval of this request, with the condition that the name is approved by the Development Services Department at the time of the proposal. The City does not otherwise require a developer to have a name of a project, it is simply for ease of processing. However, if a name is chosen, we do not want it to conflict with another name already utilized, in much the same way street names are approved. The Development Services Department would facilitate the proposed name change review by the appropriate reviewing entities.

October 28, 2010

City of Fayetteville City Council
113 West Mountain Street

RE: PZD Extension Request for R-PZD 08-2898

Dear Aldermen,

The above PZD property has recently changed ownership. As the new owners, Chambers Bank has worked diligently to preserve the current PZD zoning and bring the property into good standing with the City of Fayetteville by deeding the parkland, water tank site associated with the PZD and now by updating the phasing and timeframe to a more manageable approach. Due to the size and nature of the project and the projected economic growth in the area, the project is expected to take many years for financing, construction and sales.

Chambers Bank proposes the following amendments to R-PZD 08-2898

1. Phasing as outlined on page 17 of the SouthPass PZD booklet dated 8-18-08
2.
 - a. PHASE 1: Construction permits for all infrastructure shall be obtained within five (5) years from the date of approval of PZD Amendment No. 1 by the City Council.
 - b. PHASE 2: Construction permits for all infrastructure shall be obtained within seven (7) years from the date of approval of PZD Amendment No. 1 by the City Council.
 - c. PHASE 3: Construction permits for all infrastructure shall be obtained within ten (10) years from the date of approval of PZD Amendment No. 1 by the City Council.
 - d. PHASES 4 – 18: Construction permits for all infrastructure shall be obtained in compliance with city ordinances and development processes as required by the City of Fayetteville, without a specific expiration.
 - e. ORDINANCE AMENDMENTS. For all phases submitted for development approval, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval.
 - f. SEQUENCING: Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.
3. Remove the parcels 765-16323-500, 765-16323-503, 765-16323-501 from the PZD and down zone accordingly.
4. Conditions of approval page 4 item 10 Parks: SouthPass shall deed a minimum of 200 acres to the City for an onsite regional park prior to the Mayor signing the Ordinance of approval for annexation and



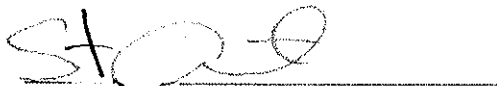
PZD, and shall contribute \$1,000,000 when the City is ready to award the first construction contract for the park, in accordance with the previously executed contract.

- a. Chambers bank is not part of the contract between SouthPass and the City but in an effort to aid the City in the development of a regional park is willing to contribute the \$1,000,000 per the attached schedule reflecting a set fee per phase.
 - b. Fee to be paid at final platting of each phase
5. Chambers bank would like to reserve the right to change the official name of the project and would like this to be an administrative request if and when we have chosen a new name.

Respectfully,



JR Meeks
Chambers Bank



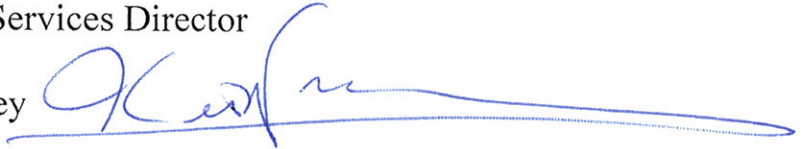
Steve Aust



TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Jeremy Pate, Development Services Director

FROM: **Kit Williams**, City Attorney



DATE: **November 1, 2010**

RE: **Chambers Bank's request to amend the SouthPass R-PZD ordinance**

Chambers Bank conveyed to the City by Warranty Deed both the 200 acre Regional Park site and our 10 acre site for two of the city's largest water tanks on September 13, 2010. By unanimously passed Resolution No. 168-10, the Fayetteville City Council thanked Chambers Bank for its donation of these 210 acres to the City of Fayetteville and our citizens.

Chambers Bank now requests to amend the original R-PZD so that it or another entity might be able to develop this property in accordance with the long range plans approved by the City Council on November 8, 2008. Because the bank just obtained ownership of the property and because of the depressed housing and construction market, Chambers Bank needs the City Council's permission to amend the PZD ordinance to change the phasing of the development schedule.

Condition of Approval No. 10 of the PZD ordinance also needs to be changed to reflect the fact that Chambers Bank has already conveyed the 200 acre Regional Park site to the City. Additionally, the million dollar contribution which SouthPass Development Company, LLC had contractually obligated itself to pay when the City began developing the Regional Park should be changed. Our contract was with the now defunct SouthPass Development Company, LLC which forfeited all ownership rights to this land and development when all of its owners signed a deed in lieu of foreclosure conveying all their ownership rights to Chambers Bank earlier this year.

As all of you realize, no other PZD ordinance has ever included requirements for a developer to convey 200 acres to the City nor pay a million dollars to the City to help develop a park. We could only have such condition of approval because we had an enforceable contract with SouthPass Development Company, LLC for the acreage and million dollar contribution. We have no such contract with Chamber Bank.

However, Chambers Bank realizes how important the Regional Park and monetary help to develop the park is to the City and our City Council. That is why the bank conveyed the 200 acres for the park and now is willing to continue a commitment to contribute one million dollars to the park's development costs as Chambers Bank or future owners develop this PZD. This generous offer fulfills the initial plans and hopes for a private/public partnership for a Regional Park.

RESOLUTION NO. 168-10

**A RESOLUTION TO THANK CHAMBERS BANK FOR ITS DONATION OF 210
ACRES TO THE CITY OF FAYETTEVILLE**

WHEREAS, Chambers Bank delivered a Warranty Deed to the City of Fayetteville conveying the ten acre city water tank site and the 200 acre proposed park site on the SouthPass property; and

WHEREAS, this Warranty Deed was filed of record on September 13, 2010, at the Washington County Circuit Clerk's Office; and

WHEREAS, the ten acre water tank site houses two 6,000,000 gallon water tanks which hold about 43% of the Fayetteville Primary Pressure Plane water storage capacity; and

WHEREAS, this donation of the water tank site saves the City at least \$100,000.00, which was the agreed option to purchase price for this site that the City could first execute in 2011; and

WHEREAS, the 200 acre donation encompasses the area selected by the Fayetteville Parks and Recreation Advisory Board as the preferred site for a regional or community wide city park; and

WHEREAS, this park land is needed now to offset the loss in 2011 of the soccer fields on Fayetteville School District land around Asbell which the School District will convert to tennis courts as well as the future loss of the soccer fields along Lewis Avenue when our lease of this property from the University of Arkansas expires; and

WHEREAS, the Unified Development Code §166.04(B)(3)(l) *Parkland dedication* establishes a money in lieu of park land dedication of \$40,000.00 per acre which if applied to this parkland donation would equal Eight Million Dollars.

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

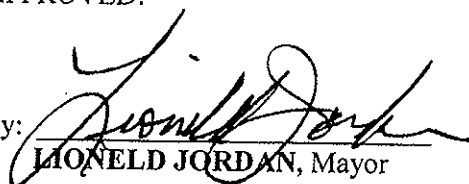
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its thanks and appreciation to Chambers Bank for its donation to the City and Citizens of Fayetteville of the ten acre water tank site and the 200 acre proposed site for a regional or community park.

PASSED and APPROVED this 21st day of September, 2010.

APPROVED:

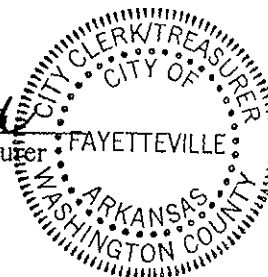
ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 08-2898 SOUTHPASS TO AMEND THE PHASING PLAN, REDUCE THE PROJECT ACREAGE AND DENSITY, REZONE A PORTION OF THE PROPERTY TO RSF-0.5, AMEND CONDITION NO. 10 REGARDING THE \$1 MILLION CONTRIBUTION AND CHANGE THE NAME OF THE PZD.

WHEREAS, the City Council of the City of Fayetteville approved Ordinance No. 5191 on November 06, 2008, adopting R-PZD 08-2898 (SouthPass), a mixed-use planned zoning district on approximately 910 acres in southwest Fayetteville; and

WHEREAS, the Residential Planned Zoning District is based upon the approved master development plan, development standards, statements of commitments, and conditions of approval as submitted, determined appropriate and approved by the City Council; and

WHEREAS, the majority of property ownership of the SouthPass PZD has recently changed from SouthPass, LLC to Chambers Bank; and

WHEREAS, after a review of the approved project, the new owners desire to make amendments to the planned zoning district in an effort to make the development plan feasible.

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

Section 1. That the zoning criteria booklet for R-PZD 08-2898 SouthPass is hereby amended to reflect an amended phasing plan as indicated in Exhibit "A".

Section 2: That the zone classification of the following described property is hereby changed as follows:

From R-PZD 08-2898 SouthPass, to RSF-0.5, Residential Single Family One Unit Per Acre, as shown on Exhibits "B" and "C" attached hereto and made a part hereof.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning change provided in Section 2 above.

Section 4: That the zoning criteria booklet for R-PZD 08-2898 SouthPass is hereby amended to reflect a reduction in acreage, residential density and open space acreage for Planning Areas 3A, 3B, 3C, and 6B , as indicated in Exhibit "D".

Section 5: That the condition of approval number 10 for R-PZD 08-2898 SouthPass is hereby amended to read as follows:

"The owners of the property have offered and shall contribute to the City of Fayetteville a total of \$1 million to go towards construction costs of the regional park. This contribution shall be paid as each phase of development occurs, in accordance with the schedule attached as Exhibit "E". These contributions shall be paid at the time of the first final plat for each respective phase, or before a building permit is issued within that phase, whichever comes first. In addition, all residential development on the site shall be required to meet the parkland dedication ordinance requirements through land dedication, money-in-lieu, or a combination thereof."

Section 6: That the name of the approved R-PZD 08-2898 SouthPass planned zoning district may be changed from "SouthPass" to another name, once approved by the Development Services Department.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ADM 10-3689 EXHIBIT "A"



5. Fire and Police Protection

SouthPass Development Company recognizes that a development of this scale significantly increases the service of the local Fire and Police Departments. SouthPass's consultants have had several meetings with the Fayetteville Fire Department regarding accessibility. The Fayetteville Fire Department has indicated that there is a need for a new fire station within the area to provide the proper response times for adequate public safety. Appian proposed a potential location for a new fire station next to the Great Lawn, located

adjacent to and south of the Town Center. The Fayetteville Fire Department reviewed this location and deemed it appropriate. A new Police Department sub-station will be constructed by the Fayetteville Police Department. Exact location and size is yet to be determined by the City of Fayetteville.

established as presented previously in the community's master plan. As phasing has been identified, described, and approved as part of the FZD, the master development plan process phasing may vary from the requirements of Chapter 166 of the UDC, with regard to expiration of permit plans. Development of the infrastructure will be installed with each of the eighteen phases.

a. PHASE 1: Construction permits for all infrastructure shall be obtained within five (5) years from the date of approval of FZD Amendment No. 1 by the City Council.

b. PHASE 2: Construction permits for all infrastructure shall be obtained within seven (7) years from the date of approval of FZD Amendment No. 1 by the City Council.

c. PHASE 3: Construction permits for all infrastructure shall be obtained within ten (10) years from the date of approval of FZD Amendment No. 1 by the City Council.

d. PHASES 4 - 18: Construction permits for all infrastructure shall be obtained in compliance with city ordinances and development processes as required by the City of Fayetteville, without a specific expiration.

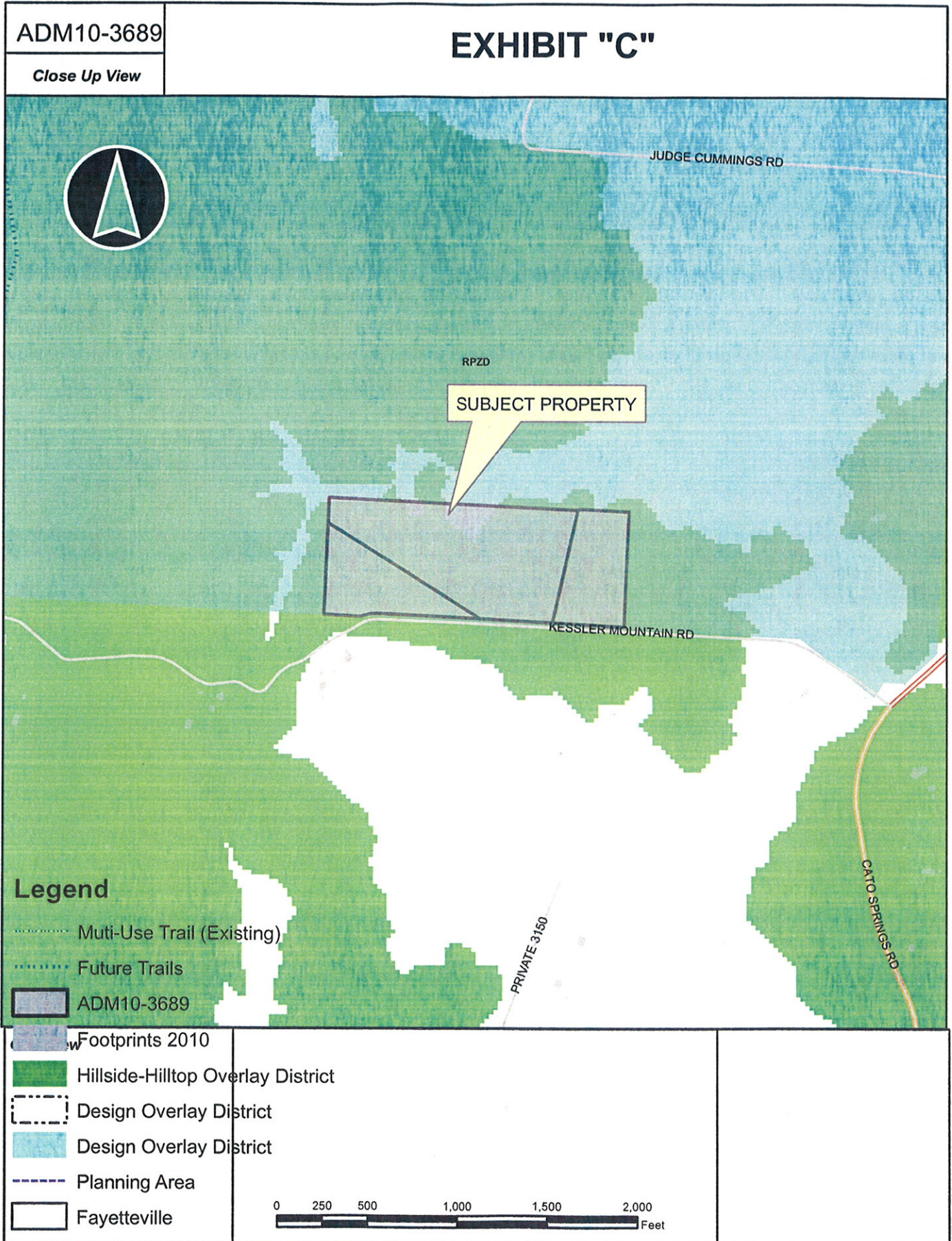
e. ORDINANCE AMENDMENTS. For all phases submitted for development approval, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval.

f. SEQUENCING: Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.

EXHIBIT "B"
ADM 10-3689

Property to be rezoned from R-PZD 08-2898 SouthPass to RSF-0.5:

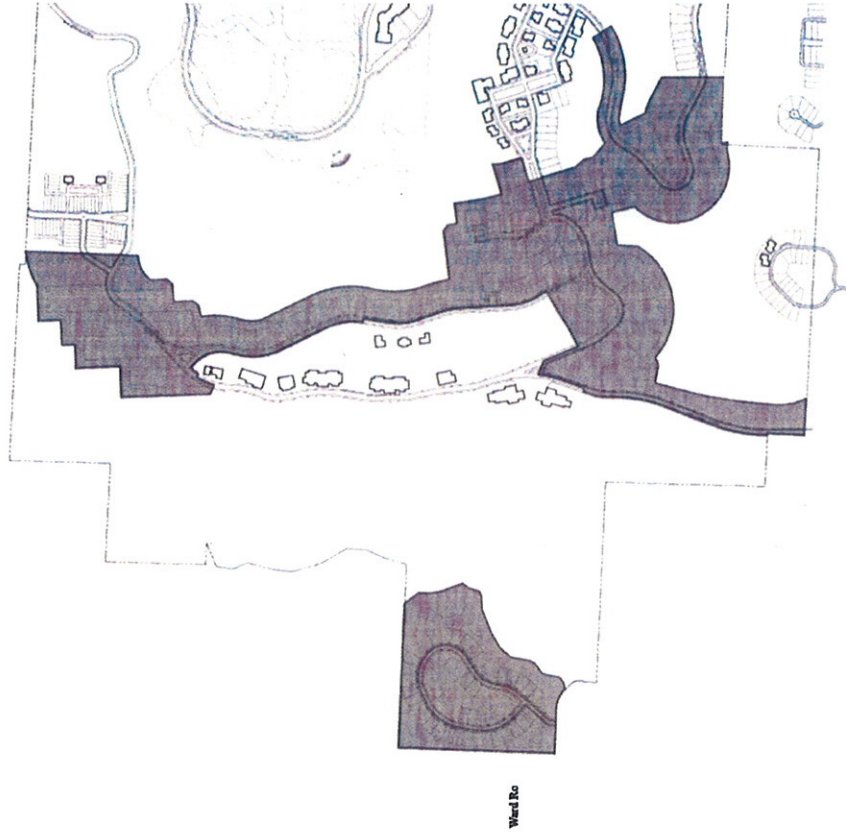
A PART OF THE SW1/4 AND SE1/4 OF THE NW1/4 OF SECTION 31, T16N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID SE1/4, NW1/4 THENCE N02°47'42"E, ALONG A FORTY LINE, 23.54 FEET TO THE RIGHT OF WAY OF W. KESSLER MOUNTAIN ROAD, THENCE ALONG SAID RIGHT OF WAY S87°17'39"E 12.51 FEET, THENCE S86°41'26"E 73.90 FEET TO THE P.O.B.; THENCE S86°41'26"E 800.00 FEET, THENCE LEAVING SAID RIGHT OF WAY N02°36'50"E 643.16 FEET, THENCE N87°10'03"W 884.36 FEET, THENCE N87°10'03"W 787.44 FEET, THENCE S02°37'31"W 651.66 FEET, THENCE S87°04'57"E 204.51 FEET TO THE RIGHT OF WAY OF KESSLER MOUNTAIN ROAD, THENCE ALONG SAID RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT 96.72 FEET, SAID CURVE HAVING A RADIUS OF 215.00 FEET AND A CHORD BEARING OF N79°49'04"E 95.91 FEET, THENCE S87°17'39"E 500.05 FEET, THENCE S86°41'26"E 73.90 FEET TO THE P.O.B.; CONTAINING 24.35 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.



ADM 10-3689 EXHIBIT "D"
 P 1 of 8

Planning Area 3A: Kessler Mountain Bluff - Single Family

Planning Area Purpose: Perched high on Kessler Mountain, this neighborhood clings to slopes and winds through abundant trees which occasionally open into fantastic views over the park and town below. Entirely residential, these homes respect their environment and maximize preservation. Buildings respond to the topography with entries at different levels, and sloped yards staircase to mediate the grade changes. Architecture is varied and adapts to single family homes tucked into the hillside. The trails are easily accessed from any point and lead residents through the natural setting in their own backyard.



40 PA-3A KESSLER MOUNTAIN BLUFF

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SINGLE FAMILY ZONING CRITERIA

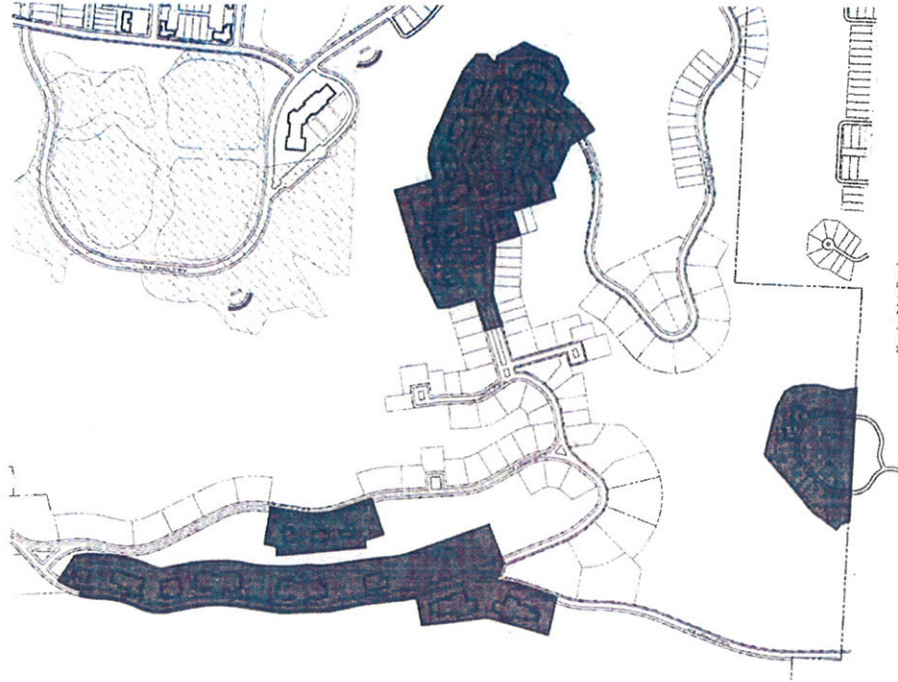
ADM 10-3689 EXHIBIT "D" P 2 of 8

Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>	Land Area per Dwelling Unit: 5,000 sq. ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3A Planning Area and all City design standards.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 10: Three-family dwellings Unit 24: Home occupation Unit 25: Professional offices	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 0 feet Rear Garage Setback: 7 feet	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for residential single-family districts.
Density/Intensity: Acreage: 103.68 Residential Density Dwelling Units: 103 Density (units/acre): 1 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq. ft./acre): 0	Height Regulations: Maximum height: 45 feet Height of ground floor must be a minimum of 18-36 inches above finished grade.	
Lot Width Minimum: Lots 1-52 shall have a minimum lot width of 80 feet Lots 53-103 shall have a minimum lot width of 60 feet	Building Area: 70 % maximum lot coverage	
Lot Area Minimum: Lots 1-52 shall have a 10,000 sq. ft lot area minimum Lot 53-103 shall have a 5,000 sq. ft. lot area minimum	Landscaping: In accordance with the City of Fayetteville Unified Development Code Parking: In accordance with the City of Fayetteville Unified Development Code.	

ADM 10-3689 EXHIBIT "D"
 P 3 OF 8

Planning Area 3B: Kessler Mountain Bluff - Multi Family

Planning Area Purpose: This neighborhood is created to supply multi-family housing in a rural setting. Units are clustered together around communal greens or spaced out along topography lines to preserve hillside. Roads are thoughtfully placed to prevent extreme cutting of the hillside and tree lines are preserved to keep vistas and views of the hillside as they are. Views out from these buildings of the Town Center, Crescent Park, and Fayetteville will also be astounding. Here, students, young professionals or the elderly who no longer wish to have upkeep on a home and a lot will find a quite hillside respite.



MULTI FAMILY ZONING CRITERIA

PA-3B KESSLER MOUNTAIN BLUFF

ADM 10-3689 EXHIBIT "D" P 4 of 8

Permitted Uses: Unit 1: City of Fayetteville city-wide use by right Unit 8: Single family dwellings Unit 9: Two-family dwellings Unit 10: Three-family dwellings Unit 26: Multi-Family dwellings	Land Area Per Dwelling Unit: No Bedroom 670 sq.ft. One Bedroom 800 sq.ft. Two or more Bedrooms 1,000 sq.ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3B Planning Area and Urban Residential Design Standards of the Unified Development Code.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 13: Eating places Unit 15: Neighborhood shopping goods Unit 24: Home occupation Unit 25: Professional offices Unit 40: Sidewalk cafes	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: Minimum 6 feet from wall and 4 feet from eave/overhang on one side. 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for Multi-family districts.
Density/Intensity: Acreage: 41.68 Residential Density Dwelling Units: 498 Density (units/acre): 11.9* Non-residential Intensity Sq. ft. of Non-residential: 15,000 Intensity (sq.ft./acre): 359.8 * Average Density for Planning Area does not constitute maximum density for any one lot within that Planning Area	Height Regulations: Maximum height: 60 feet, allowing three stories on the uphill side and four stories on the downhill side. If a building is placed on a graded pad, the height is reduced, allowing a maximum of three stories as measured from the historic grade, pre-development. Height of the ground floor will be between 18" and 36" above finished grade.	
Lot Width-Minimum:	Building Area: 80% Maximum Lot Coverage	Landscaping: In accordance with the City of Fayetteville Unified Development Code.
Lot Area Minimum:	Parking: In accordance with the City of Fayetteville Unified Development Code.	

ADM 10-3689 EXHIBIT "D"
P 5 of 8



Planning Area 3C: Kessler Mountain Bluff - Single Family Cluster

Planning Area Purpose: This planning area has been sited with an average slope of six percent which allows for greater density than other planning areas on the Mountain Kessler pattern. The cluster concept allows the flexibility in the placement of housing in order to preserve a greater area of open space and trees on the mountain

This neighborhood is also tucked into the slopes of Kessler Mountain, allowing the ridgeline to be preserved. Entirely residential; these homes will respect their environment and maximize its preservation through the City tree preservation and guidelines of the pattern book.

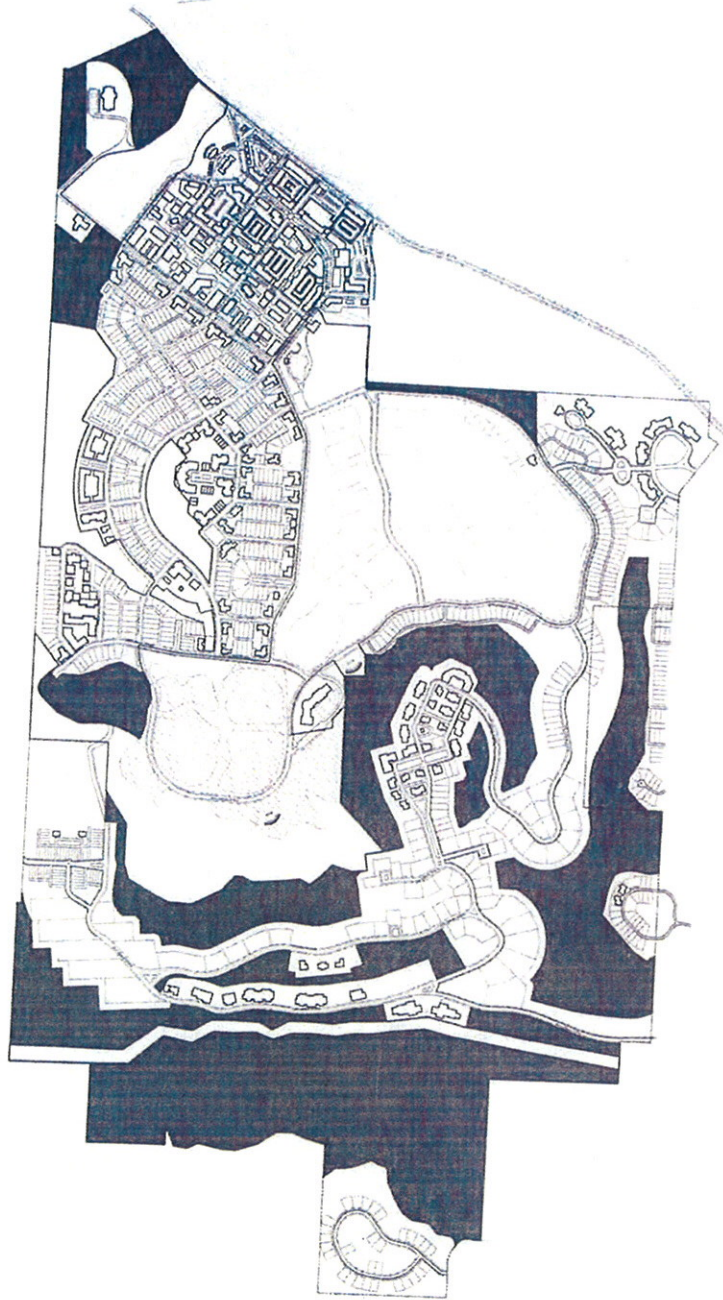
ADM 10-3689 EXHIBIT "D" P 6 of 8

Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>	Lot Area Minimum: Lots 1-54 shall have a 2,500 sq. ft. lot area minimum Lots 55-106 shall have a 8,000 sq. ft. lot area minimum Lots 107-168 shall have a 5,000 sq. ft. lot area minimum	Parking: In accordance with the City of Fayetteville Unified Development Code. Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3D Planning Area and all City design standards.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 13: Eating Places Unit 15: Neighborhood Shopping Goods Unit 24: Home occupation Unit 25: Professional offices Unit 26: Multi-family dwellings	Land Area Per Dwelling Unit: 2,400 sq. ft. Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for single-family districts.
Density/Intensity Acreage: 50.79 Residential Density Dwelling Units: 168 Density (units/acre): 3.3 Non-residential Intensity Sq. ft. of Non-residential: N/A Intensity (sq.ft./acre): N/A	Height Regulations: Maximum Height: 45 feet Height of the ground floor will be between 18 and 36 inches above finished grade. Building Area: 70% Maximum Lot Coverage	
Lot Width Minimum: Lots 1-54 shall have a minimum lot width of 24 feet Lots 55-106 shall have a minimum lot width of 50 feet Lots 107-168 shall have a minimum lot width of 40 feet	Landscaping: In accordance with the City of Fayetteville Unified Development Code.	

ADM 10-3689 EXHIBIT "D"
P 7 of 8

Planning Area 6B: Open Space Areas

Planning Area Purpose: SouthPass has several natural features that will serve as buffers and screens for different portions of the development and surrounding properties. The main vegetated corridors exist along the natural drainage systems. Cato Springs Branch will be protected and trees will be preserved along the edges. The Western portion of the site is bisected by a ridge-line that is abundant with trees. These trees will be safeguarded and serve as a screen to the town below. The natural areas will also act as a buffer and transition zone to surrounding properties. Future park land dedication and tree preservation requirements to be dedicated will be obtained from this planning area as permitted. Passive recreational use and trails shall be the only type of development in this planning area.



ADM 10-3689 EXHIBIT "D" P 8 of 8

PA-6B OPEN SPACE AREA 69

Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right	Setback Requirements: Front: Minimum 20 feet Side: Minimum 15 feet Rear: Minimum 15 feet
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 4: Cultural and Recreational Facilities Unit 20: Commercial Recreation, Large Sites	Height Regulations: N/A
Density/Intensity: Acreage: 246.9 Residential Density Dwelling Units: 0 Density (units/acre): 0 Non-residential Intensity Sq. ft. of Non-residential: Intensity (sq.ft./acre): 0	Building Regulations: N/A
	Landscaping: Shall be governed by the City of Fayetteville UDC
Lot Width Minimum: N/A	Parking: N/A
Lot Area Minimum: N/A	Architectural Design: Only low-impact pedestrian-type uses will be permitted in these areas, for recreational purposes. Small pavilions may be constructed, but no enclosed buildings will be allowed.
Land Area Per Dwelling Unit: N/A	Signage: In accordance to the Unified Development Code.

ADM 10-3689
Exhibit "E"

Phase	Maximum Dwelling Units	Contribution
Phase 1	333	\$79,518.64
Phase 2	268	\$63,976.48
Phase 3	81	\$19,344.12
Phase 4	282	\$67,346.18
Phase 5	205	\$48,957.33
Phase 6	186	\$44,529.68
Phase 7	256	\$61,136.96
Phase 8	420	\$100,302.82
Phase 9	197	\$47,046.80
Phase 10	150	\$35,822.44
Phase 11	88	\$21,015.83
Phase 12	293	\$69,973.16
Phase 13	384	\$91,705.43
Phase 14	216	\$51,584.31
Phase 15	309	\$73,794.22
Phase 16	0	\$0.00
Phase 17	30	\$7,164.49
Phase 18	489	\$116,781.11
Total	4187	\$1,000,000.00

ADM 10-3689 Southpass PZD Amendment No. 1

The following pages show the changes being made to the PZD project booklet. Generally, the existing, approved booklet is indicated in blue text and “clouds” and the proposed changes are in red.

ADM 10-3689 SOUTHPASS PZD AMENDMENT NO. 1



SouthPass Master Plan

Remove approximately 24 acres from the PZD including:
-78 residential units
-2.95 acres of designated open space

APPROVED SOUTHPASS PZD BOOKLET

established as presented previously in the community's master plan. As phasing has been identified, described, and approved as part of the PZD, the master development plan process phasing may vary from the requirements of Chapter 166 of the UDC, with regard to expiration of permit plans. Development of the infrastructure will be installed with each of the eighteen phases. It is estimated that construction will take approximately twenty to twenty-five years, with permits staggered accordingly.

PHASE 1: Permits will be pulled within one year of city council approval. Construction will be completed within three years of approval.

PHASE 2: Permits will be pulled within two years of Fayetteville City Council approval. Construction will be completed within four years of approval.

PHASE 3: Permits will be pulled within three years of Fayetteville City Council approval. Construction will be completed within five years of approval.

PHASE 4: Permits will be pulled within four years of approval. Construction will be completed within six years of approval.

PHASE 5: Permits will be pulled within five years of approval. Construction will be completed within eight years of approval.

PHASE 6: Permits will be pulled within six years of approval. Construction will be completed within nine years of approval.

PHASE 7: Permits will be pulled within seven years of Fayetteville City Council approval. Construction will be completed within ten years of approval.

PHASE 8: Permits will be pulled within eight years of Fayetteville City Council approval. Construction will be completed within eleven years of approval.

PHASE 9: Permits will be pulled within nine years of Fayetteville City Council approval. Construction will be completed within twelve years of approval.

PHASE 10: Permits will be pulled within ten years of Fayetteville City Council approval. Construction will be completed within thirteen years of approval.

PHASE 11: Permits will be pulled within twelve years of Fayetteville City Council approval. Construction will be completed within fifteen years of approval.

PHASE 12: Permits will be pulled within fifteen years of approval. Construction will be completed within eighteen and one half years of approval.

PHASE 13: Permits will be pulled within sixteen years of approval. Construction will be completed within nineteen years of approval.

PHASE 14: Permits will be pulled within eighteen years of approval. Construction will be completed within twenty years of approval.

PHASE 15: Permits will be pulled within twenty years of Fayetteville City Council approval. Construction will be completed within twenty-two years of approval.

PHASE 16: Permits will be pulled within twenty-one years of Fayetteville City Council approval. Construction will be completed within twenty-three years of approval.

PHASE 17: Permits will be pulled within twenty-two years of Fayetteville City Council approval. Construction will be completed within twenty-four years of approval.

PHASE 18: Permits will be pulled within twenty-three years of Fayetteville City Council approval. Construction will be completed within twenty-five years of approval.



5. Fire and Police Protection

SouthPass Development Company recognizes that a development of this scale significantly increases the service of the local Fire and Police Departments. SouthPass's consultants have had several meetings with the Fayetteville Fire Department regarding accessibility. The Fayetteville Fire Department has indicated that there is a need for a new fire station within the area to provide the proper response times for adequate public safety. Appian proposed a potential location for a new fire station next to the Great Lawn, located

adjacent to and south of the Town Center. The Fayetteville Fire Department reviewed this location and deemed it appropriate. A new Police Department sub-station will be constructed by the Fayetteville Police Department. Exact location and size is yet to be determined by the City of Fayetteville.

DESCRIPTION

17

established as presented previously in the community's master plan. As phasing has been identified, described, and approved as part of the PZD, the master development plan process phasing may vary from the requirements of Chapter 166 of the UDC, with regard to expiration of permit plans. Development of the infrastructure will be installed with each of the eighteen phases.

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c. PHASE 3: Construction permits for all infrastructure shall be obtained within ten (10) years from the date of approval of PZD Amendment No. 1 by the City Council.

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e. ORDINANCE AMENDMENTS. For all phases submitted for development approval, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval.

f. SEQUENCING: Any phase may be constructed at any time, provide it follows the above timeline, without regard to a specific sequence. Infrastructure work to accommodate the proposed phase of development shall coincide with the construction of that phase at the cost of the developer, and may require work outside of the identified phasing boundary.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1



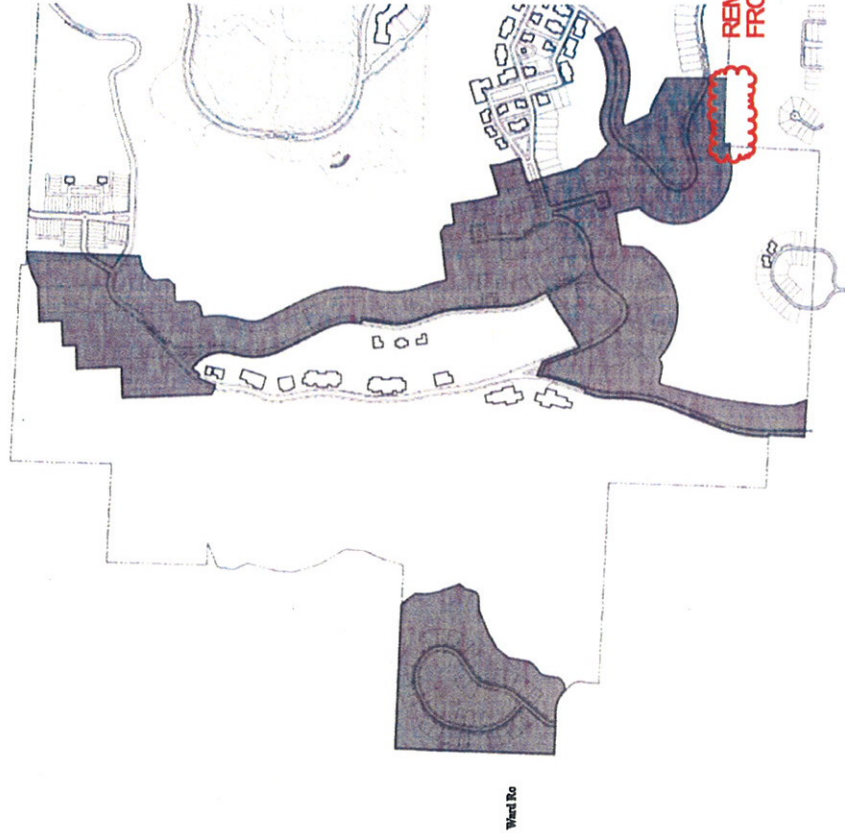
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Planning Area 3A: Kessler Mountain Bluff - Single Family

Planning Area Purpose: Perched high on Kessler Mountain, this neighborhood clings to slopes and winds through abundant trees which occasionally open into fantastic views over the park and town below. Entirely residential, these homes respect their environment and maximize preservation. Buildings respond to the topography with entries at different levels, and sloped yards stairstep to mediate the grade changes. Architecture is varied and adapts to single family homes tucked into the hillside. The trails are easily accessed from any point and lead residents through the natural setting in their own backyard.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO.1



Permitted Uses: Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>	Land Area per Dwelling Unit: 5,000 sq. ft.	Architectural Design: All structures shall be designed and constructed to comply with the architectural design standards of PA-3A Planning Area and all City design standards.
Conditional Uses: Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 10: Three-family dwelling Unit 24: Home occupation Unit 25: Professional offices	Setback Requirements: Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 0 feet Rear Garage Setback: 7 feet	Signage: In accordance with the City of Fayetteville Unified Development Code requirements for residential single-family districts.
Density/Intensity: Acreage: 104.16 Residential Density Dwelling Units: 103 Density (units/acre): 1 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq. ft./acre): 0	Height Regulations: Maximum height: 45 feet Height of ground floor must be a minimum of 18-36 inches above finished grade.	APPROVED SOUTH-PASS PZD BOOKLET
Lot Width Minimum: Lots 1-52 shall have a minimum lot width of 80 feet Lots 53-103 shall have a minimum lot width of 60 feet	Building Area: 70 % maximum lot coverage	
Lot Area Minimum: Lots 1-52 shall have a 10,000 sq. ft lot area minimum Lot 53-103 shall have a 5,000 ss.ft. lot area minimum	Landscaping: In accordance with the City of Fayetteville Unified Development Code Parking: In accordance with the City of Fayetteville Unified Development Code.	

Permitted Uses:

- Unit 1: City of Fayetteville city-wide uses by right
- Unit 8: Single Family dwellings

Accessory Units

*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164

Conditional Uses:

- Unit 2: City-wide uses by conditional use permit
- Unit 3: Public protection and utility facilities
- Unit 4: Cultural and recreational facilities
- Unit 5: Government facilities
- Unit 9: Two-family dwellings
- Unit 10: Three-family dwelling
- Unit 24: Home occupation
- Unit 25: Professional offices

Density/Intensity:

REMOVED 0.48 ACRES

REMOVED 0.48 ACRES

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Land Area per Dwelling Unit:

5,000 sq. ft.

Setback Requirements:

- Front: Minimum: 0 feet
Maximum: 15 feet
- Side: 6 feet from wall
4 feet from eave/overhang on one side
0 feet on opposite side.
- Rear: 0 feet
- Rear Garage Setback: 7 feet

Height Regulations:

Maximum height: 45 feet

Height of ground floor must be a minimum of 18-36 inches above finished grade.

Building Area:

70 % maximum lot coverage

Landscaping:

In accordance with the City of Fayetteville Unified Development Code

Parking:

In accordance with the City of Fayetteville Unified Development Code.

Architectural Design:

All structures shall be designed and constructed to comply with the architectural design standards of PA-3A Planning Area and all City design standards.

Signage:

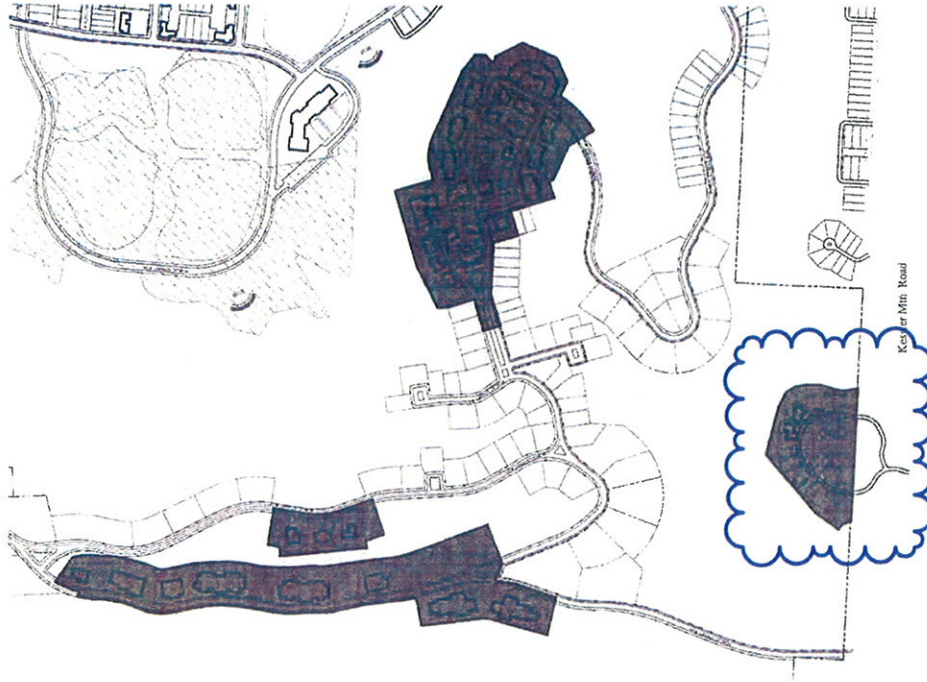
In accordance with the City of Fayetteville Unified Development Code requirements for residential single-family districts.

PROPOSED SOUTHPASS PZD BOOKLET ADAMMENT NO.1

Planning Area 3B: Kessler Mountain Bluff - Multi Family

Planning Area Purpose: This neighborhood is created to supply multi-family housing in a rural setting. Units are clustered together around communal greens or spaced out along topography lines to preserve hillside. Roads are thoughtfully placed to prevent extreme cutting of the hillside and tree lines are preserved to keep vistas and views of the hillside as they are. Views out from these buildings of the Town Center, Crescent Park, and Fayetteville will also be astounding. Here, students, young professionals or the elderly who no longer wish to have upkeep on a home and a lot will find a quite hillside respite.

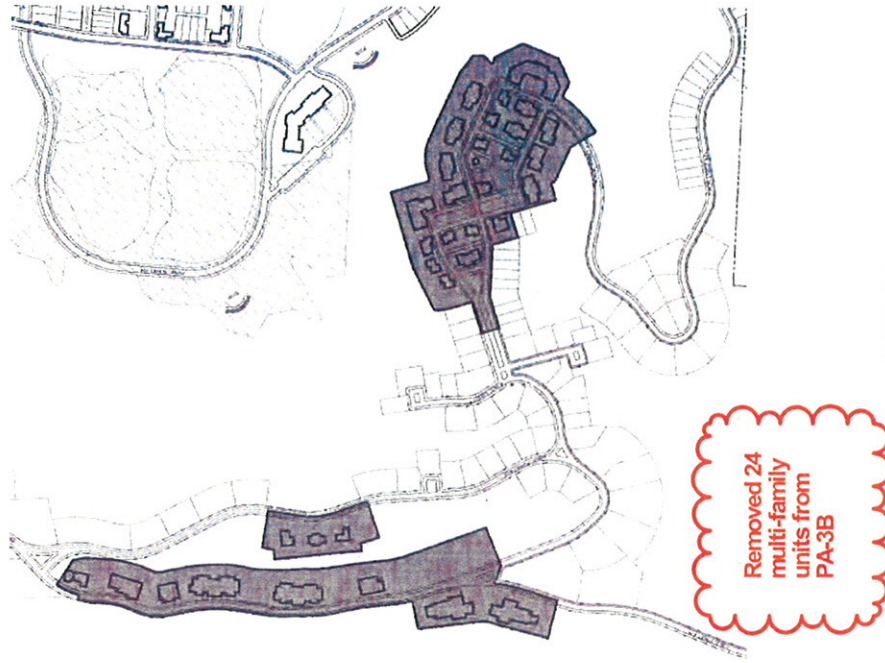
APPROVED SOUTHPASS PZD BOOKLET



Planning Area 3B: Kessler Mountain Bluff - Multi Family

Planning Area Purpose: This neighborhood is created to supply multi-family housing in a rural setting. Units are clustered together around communal greens or spaced out along topography lines to preserve hillside. Roads are thoughtfully placed to prevent extreme cutting of the hillside and tree lines are preserved to keep vistas and views of the hillside as they are. Views out from these buildings of the Town Center, Crescent Park, and Fayetteville will also be astounding. Here, students, young professionals or the elderly who no longer wish to have upkeep on a home and a lot will find a quite hillside respite.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1



Permitted Uses:

- Unit 1: City of Fayetteville city-wide uses by right
- Unit 8: Single family dwellings
- Unit 9: Two-family dwellings
- Unit 10: Three-family dwellings
- Unit 26: Multi-Family dwellings

Conditional Uses:

- Unit 2: City-wide uses by conditional use permit
- Unit 3: Public protection and utility facilities
- Unit 4: Cultural and recreational facilities
- Unit 5: Government facilities
- Unit 13: Eating places
- Unit 15: Neighborhood shopping goods
- Unit 24: Home occupation
- Unit 25: Professional offices
- Unit 40: Sidewalk cafes

Density/Intensity:

Acreage: 41.68
Residential Density
Dwelling Units: 498
Density (units/acre): 11.9*
Sq. ft. of Non-residential: 15,000
Intensity (sq.ft./acre): 359.8

* Average Density for Planning Area does not constitute maximum density for any one lot within that Planning Area

Lot Width Minimum:

60 feet

Lot Area Minimum:

5000 sq.ft.

Land Area Per Dwelling Unit:

No Bedroom 670 sq.ft.
One Bedroom 800 sq.ft.
Two or more Bedrooms 1,000 sq.ft.

Setback Requirements:

Front: Minimum: 0 feet
Maximum: 15 feet
Side: Minimum 6 feet from wall and 4 feet from eave/overhang on one side. 0 feet on opposite side.
Rear: 7 feet
Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.

Height Regulations:

Maximum height: 60 feet, allowing three stories on the uphill side and four stories on the downhill side. If a building is placed on a graded pad, the height is reduced, allowing a maximum of three stories as measured from the historic grade, pre-development.

Height of the ground floor will be between 18" and 36" above finished grade.

Building Area:

80% Maximum Lot Coverage

Landscaping:

In accordance with the City of Fayetteville Unified Development Code.

Parking:

In accordance with the City of Fayetteville Unified Development Code.

Architectural Design:

All structures shall be designed and constructed to comply with the architectural design standards of PA-3B Planning Area and Urban Residential Design Standards of the Unified Development Code.

Signage:

In accordance with the City of Fayetteville Unified Development Code requirements for Multi-family districts.



Permitted Uses:	Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single family dwellings Unit 9: Two-family dwellings Unit 10: Three-family dwellings Unit 26: Multi-Family dwellings
Conditional Uses:	Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 13: Eating places Unit 15: Neighborhood shopping goods Unit 24: Home occupation Unit 25: Professional offices Unit 40: Sidewalk cafes
Density/Intensity:	Eliminated 5.75 acres and 24 units Non-residential Density Acreage: 35.93 Residential Density Dwelling Units: 474 Density (units/acre): 13.19* Sq. ft. of Non-residential: 15,000 Intensity (sq.ft./acre): 359.8 * Average Density for Planning Area does not constitute maximum density for any one lot within that Planning Area
Lot Width Minimum:	60 feet
Lot Area Minimum:	5000 sq. ft.

Land Area Per Dwelling Unit:	No Bedroom 670 sq. ft. One Bedroom 800 sq. ft. Two or more Bedrooms 1,000 sq. ft.
Setback Requirements:	Front: Minimum: 0 feet Maximum: 15 feet Side: Minimum 6 feet from wall and 4 feet from eave/overhang on one side. 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.
Height Regulations:	Maximum height: 60 feet, allowing three stories on the uphill side and four stories on the downhill side. If a building is placed on a graded pad, the height is reduced, allowing a maximum of three stories as measured from the historic grade, pre-development. Height of the ground floor will be between 18" and 36" above finished grade.
Building Area:	80% Maximum Lot Coverage
Landscaping:	In accordance with the City of Fayetteville Unified Development Code.
Parking:	In accordance with the City of Fayetteville Unified Development Code.

Architectural Design:	All structures shall be designed and constructed to comply with the architectural design standards of PA-3B Planning Area and Urban Residential Design Standards of the Unified Development Code.
Signage:	In accordance with the City of Fayetteville Unified Development Code requirements for Multi-family districts.

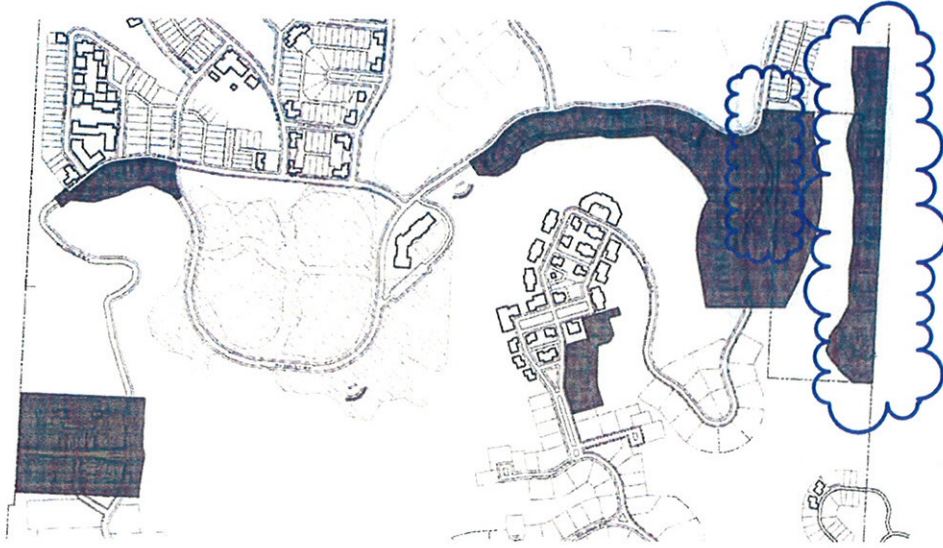
PROPOSED SOUTH-PASS PZD BOOKLET AMENDMENT NO. 1

Planning Area 3C: Kessler Mountain Bluff - Single Family Cluster

Planning Area Purpose: This planning area has been sited with an average slope of six percent which allows for greater density than other planning areas on the Mountain Kessler pattern. The cluster concept allows the flexibility in the placement of housing in order to preserve a greater area of open space and trees on the mountain

This neighborhood is also tucked into the slopes of Kessler Mountain, allowing the ridgeline to be preserved. Entirely residential; these homes will respect their environment and maximize its preservation through the City tree preservation and guidelines of the pattern book.

APPROVED SOUTHPASS PZD BOOKLET



Planning Area 3C: Kessler Mountain Bluff - Single Family Cluster

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This neighborhood is also tucked into the slopes of Kessler Mountain, allowing the ridge to be preserved. Entirely residential; these homes will respect their environment and maximize its preservation through the City tree preservation and guidelines of the pattern book.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1



Removed 54
single-family
units from
PA-3C

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SINGLE FAMILY CLUSTER ZONING CRITERIA

PA-3C KESSLER MOUNTAIN BLUFF

48

Permitted Uses:	Unit 1: City of Fayetteville city-wide uses by right Unit 8: Single Family dwellings Accessory Units <i>*Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164</i>
Conditional Uses:	Unit 2: City-wide uses by conditional use permit Unit 3: Public protection and utility facilities Unit 4: Cultural and recreational facilities Unit 5: Government facilities Unit 9: Two-family dwellings Unit 13: Eating Places Unit 15: Neighborhood Shopping Goods Unit 24: Home occupation Unit 25: Professional offices Unit 26: Multi-family dwellings
Density/Intensity:	Acreage: 50.79 Residential Density Dwelling Units: 168 Density (units/acre): 3.3 Non-residential Intensity Sq. ft. of Non-residential: N/A Intensity (sq. ft./acre): N/A
Lot Width Minimum:	Lots 1-54 shall have a minimum lot width of 24 feet Lots 55-106 shall have a minimum lot width of 50 feet Lots 107-168 shall have a minimum lot width of 40 feet

Lot Area Minimum:	Lots 1-54 shall have a 2,500 sq. ft. lot area minimum Lots 55-106 shall have a 8,000 sq. ft. lot area minimum Lots 107-168 shall have a 5,000 sq. ft. lot area minimum
Land Area Per Dwelling Unit:	2,400 sq. ft.
Setback Requirements:	Front: Minimum: 0 feet Maximum: 15 feet Side: 6 feet from wall 4 feet from eave/overhang on one side 0 feet on opposite side. Rear: 7 feet Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.
Height Regulations:	Maximum Height: 45 feet Height of the ground floor will be between 18 and 36 inches above finished grade.
Building Area:	70% Maximum Lot Coverage
Landscaping:	In accordance with the City of Fayetteville Unified Development Code.

Parking:	In accordance with the City of Fayetteville Unified Development Code.
Architectural Design:	All structures shall be designed and constructed to comply with the architectural design standards of PA-3D Planning Area and all City design standards.
Signage:	In accordance with the City of Fayetteville Unified Development Code requirements for single-family districts.



Permitted Uses:

Unit 1: City of Fayetteville city-wide uses by right
Unit 8: Single Family dwellings
Accessory Units

**Accessory Dwelling Units may be constructed in accordance with the Unified Development Code Ch. 164*

Conditional Uses:

Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities
Unit 4: Cultural and recreational facilities
Unit 5: Government facilities
Unit 9: Two-family dwellings
Unit 13: Eating Places
Unit 15: Neighborhood Shopping Goods
Unit 24: Home occupation
Unit 25: Professional offices
Unit 26: Multi-family dwellings

Density/Intensity

Acreage: 35.06
Residential Density
Dwelling Units: 114
Density (units/acre): 3.25
Non-residential Intensity
Sq. ft. of Non-residential: N/A
Intensity (sq. ft./acre): N/A

Eliminated 15.73 acres and 54 units

Lot Width Minimum:

Lots 1-54 shall have a minimum lot width of 24 feet
Lots 55-106 shall have a minimum lot width of 50 feet
Lots 107-168 shall have a minimum lot width of 40 feet

Lot Area Minimum:

Lots 1-54 shall have a 2,500 sq. ft. lot area minimum
Lots 55-106 shall have a 8,000 sq. ft. lot area minimum
Lots 107-168 shall have a 5,000 sq. ft. lot area minimum

Land Area Per Dwelling Unit:

2,400 sq. ft.

Setback Requirements:

Front: Minimum: 0 feet
Maximum: 15 feet
Side: 6 feet from wall
4 feet from cave/overhang on one side
0 feet on opposite side.
Rear: 7 feet
Rear Garage Setback: Seven and one half feet if abutting alley from rear lot line.

Height Regulations:

Maximum Height: 45 feet
Height of the ground floor will be between 18 and 36 inches above finished grade.

Building Area:

70% Maximum Lot Coverage

Landscaping:

In accordance with the City of Fayetteville Unified Development Code.

Parking:

In accordance with the City of Fayetteville Unified Development Code.

Architectural Design:

All structures shall be designed and constructed to comply with the architectural design standards of PA-3D Planning Area and all City design standards.

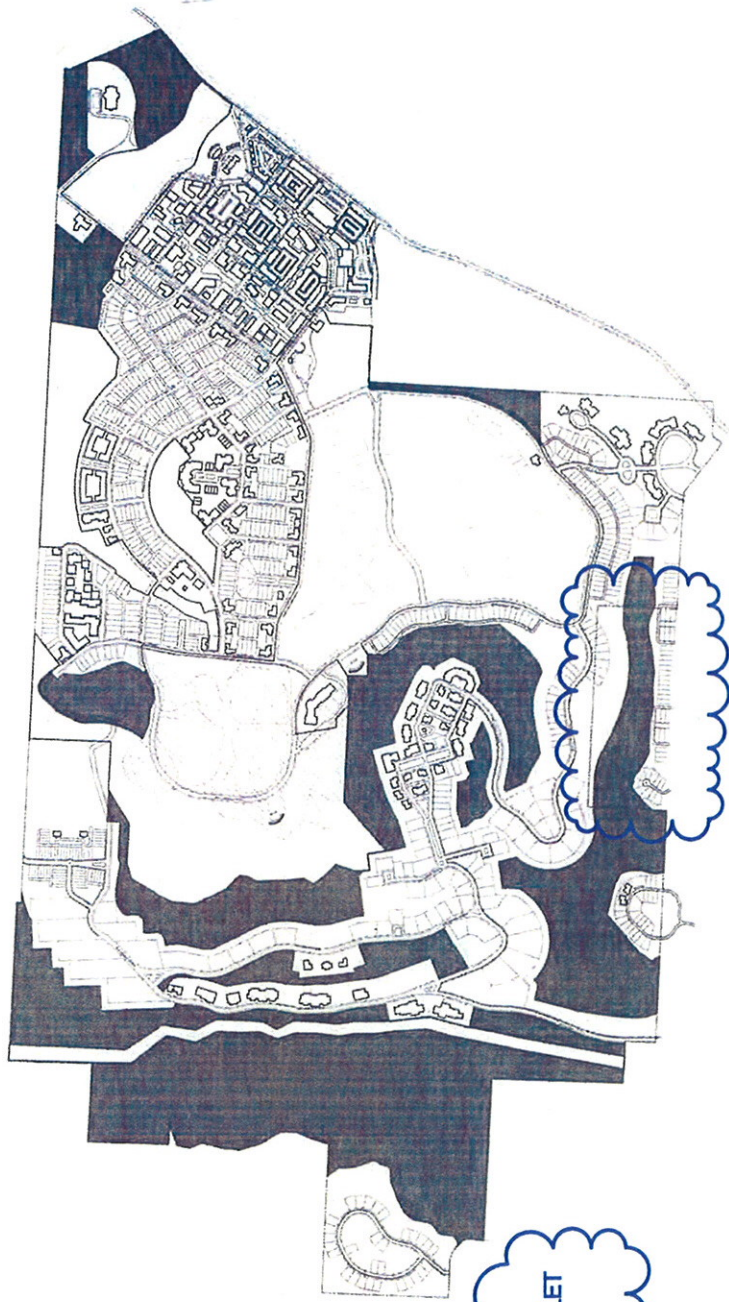
Signage:

In accordance with the City of Fayetteville Unified Development Code requirements for single-family districts.

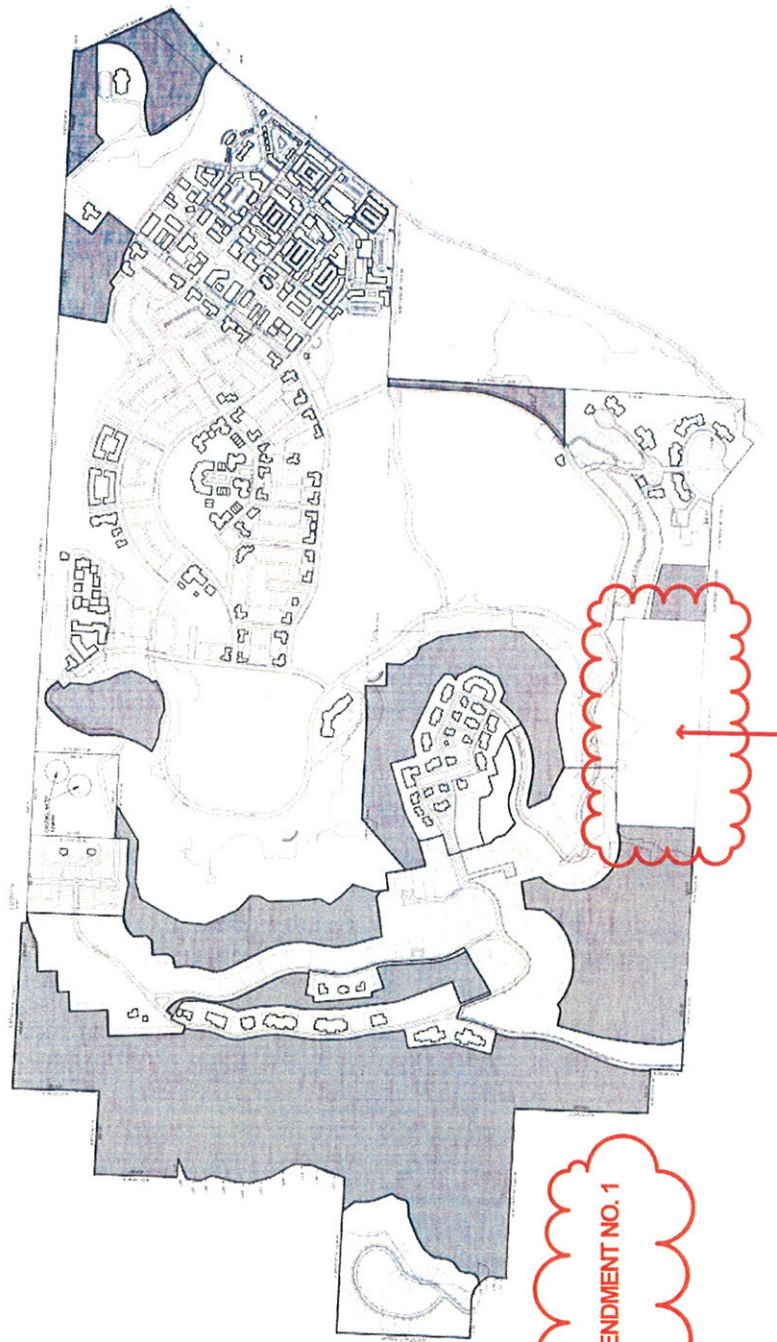
PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1

Planning Area 6B: Open Space Areas

Planning Area Purpose: SouthPass has several natural features that will serve as buffers and screens for different portions of the development and surrounding properties. The main vegetated corridors exist along the natural drainage systems. Cato Springs Branch will be protected and trees will be preserved along the edges. The Western portion of the site is bisected by a ridge-line that is abundant with trees. These trees will be safeguarded and serve as a screen to the town below. The natural areas will also act as a buffer and transition zone to surrounding properties. Future park land dedication and tree preservation requirements to be dedicated will be obtained from this planning area as permitted. Passive recreational use and trails shall be the only type of development in this planning area.



APPROVED SOUTHPASS PZD BOOKLET



Removed this area from the PZD

Planning Area 6B: Open Space Areas

Planning Area Purpose: SouthPass has several natural features that will serve as buffers and screens for different portions of the development and surrounding properties. The main vegetated corridors exist along the natural drainage systems. Cato Springs Branch will be protected and trees will be preserved along the edges. The Western portion of the site is bisected by a ridge-line that is abundant with trees. These trees will be safeguarded and serve as a screen to the town below. The natural areas will also act as a buffer and transition zone to surrounding properties. Future park land dedication and tree preservation requirements to be dedicated will be obtained from this planning area as permitted. Passive recreational use and trails shall be the only type of development in this planning area.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1

Permitted Uses:	Unit 1: City of Fayetteville city-wide uses by right
Conditional Uses:	Unit 2: City-wide uses by conditional use permit Unit 4: Cultural and Recreational Facilities Unit 20: Commercial Recreation, Large Sites
Density/Intensity:	Acreage: 246.9 Dwelling Units: 0 Density (units/acre): 0 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq.ft./acre): 0
Lot Width Minimum:	N/A
Lot Area Minimum:	N/A
Land Area Per Dwelling Unit:	N/A



Setback Requirements:	Front: Minimum 20 feet Side: Minimum 15 feet Rear: Minimum 15 feet
Height Regulations:	N/A
Building Regulations:	N/A
Landscaping:	Shall be governed by the City of Fayetteville UDC
Parking:	N/A
Architectural Design:	Only low-impact pedestrian-type uses will be permitted in these areas, for recreational purposes. Small pavilions may be constructed, but no enclosed buildings will be allowed.
Signage:	In accordance to the Unified Development Code.

Permitted Uses:	Setback Requirements:
Unit 1: City of Fayetteville city-wide uses by right	Front: Minimum 20 feet Side: Minimum 15 feet Rear: Minimum 15 feet
Conditional Uses:	Height Regulations:
Unit 2: City-wide uses by conditional use permit Unit 4: Cultural and Recreational Facilities Unit 20: Commercial Recreation, Large Sites	N/A
Density/Intensity:	Building Regulations:
Acreage: 243.95 243.95 Removed 2.95 acres Dwelling Units: 0 Density (units/acre): 0 Non-residential Intensity Sq. ft. of Non-residential: 0 Intensity (sq.ft./acre): 0	N/A
Lot Width Minimum:	Landscaping:
N/A	Shall be governed by the City of Fayetteville UDC
Lot Area Minimum:	Parking:
N/A	N/A
Land Area Per Dwelling Unit:	Architectural Design:
N/A	Only low-impact pedestrian-type uses will be permitted in these areas, for recreational purposes. Small pavilions may be constructed, but no enclosed buildings will be allowed.
	Signage:
	In accordance to the Unified Development Code.

PROPOSED SOUTHPASS PZD BOOKLET AMENDMENT NO. 1

Agenda Session

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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

Tentative Agenda City of Fayetteville Arkansas City Council Meeting November 16, 2010

A meeting of the Fayetteville City Council will be held on November 16, 2010 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

City Council Agenda Session Presentations:

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. Quarterly Report of the Financial Condition of the City – City Clerk Sondra Smith, Finance Director Paul Becker.

Agenda Additions:

A. Consent:

- ✓ Approval of the November 2, 2010 City Council meeting minutes.
- ✓ **Bid #10-64 Challenge Technologies:** A resolution awarding Bid #10-64 and authorizing the purchase of two (2) on-line respirometers from Challenge Technologies in the amount of \$42,500.00 plus applicable sales tax for use at city wastewater treatment facilities.

3. **Bid #10-65 HACH Company:** A resolution awarding Bid #10-65 and authorizing the purchase of a flow injection analysis instrument from HACH Company in the amount of \$53,930.78 for use in testing at city wastewater treatment facilities.
4. **McClelland Consulting Engineers Amendment No. 2:** A resolution approving contract Amendment No. 2 to a contract with McClelland Consulting Engineers in the amount of \$32,036.33 for final design services for Mount Sequoyah Pressure Plane Improvements associated with the Canterbury Water Tank including water pump station and off-site water line extension, and maintaining a \$20,000.00 contingency.
5. **Fayetteville MSA Limited Partnership/Verizon Wireless:** A resolution approving a second amendment to the contract with Fayetteville MSA Limited Partnership d/b/a Verizon Wireless providing for increased rent of \$245.70 per month for cellular antenna space on the Gulley Road Water Tower.
6. **Amend Resolution 166-10:** A resolution to amend Resolution No. 166-10 to authorize either City Council Member Shirley Lucas or Sarah Lewis to represent the Fayetteville City Council during the Settlement Conference of November 17, 2010, as required by the Federal Magistrate.
7. **2010 ADEQ Recycling Grant For Containers:** A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District in the amount of \$29,449.00 for recycling containers for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.
8. **2010 ADEQ Recycling Grant For Education:** A resolution authorizing acceptance of a 2010 Arkansas Department of Environmental Quality Recycling Grant through the Boston Mountain Solid Waste District in the amount of \$15,551.00 for educational material for the West Side Recycling Drop-Off Facility, and approving a budget adjustment.
9. **Highway 16 Improvements:** A resolution authorizing payment to the Arkansas State Highway and Transportation Department in the amount of \$980,906.00 for a portion of the City's fifty percent (50%) share of improvements to State Highway 16 from Armstrong Avenue to Stonebridge Road.

B. Unfinished Business:

C. New Business:

1. **Bid #10-60 Crossland Heavy Contractors, Inc.:** A resolution awarding Bid #10-60 and authorizing a contract with Crossland Heavy Contractors, Inc. in the amount of \$2,770,280.00 for construction of a biosolids management thermal dryer, approving a project contingency of \$140,000.00, and approving a budget adjustment.

2. **CH2M Hill Engineers, Inc. Amendment No. 1:** A resolution approving contract Amendment No. 1 with CH2M Hill Engineers, Inc. in the amount of \$6,765,224.00 for operation, maintenance, management, and engineering services for city wastewater treatment facilities and systems, and approving a \$70,000.00 contract contingency.
3. **2011 Annual Budget & Work Program:** A resolution adopting the 2011 Annual Budget and Work Program.
4. **SouthPass Amendment No. 1:** An ordinance approving Amendment No. 1 to a residential planned zoning district entitled R-PZD 08-2898 SouthPass to amend the phasing plan, reduce the project acreage and density, rezone a portion of the property to RSF-0.5, amend Condition No. 10 regarding the \$1 million contribution and change the name of the PZD.

Announcements: City Council Tour:
Monday 4:30 - Parking Meters -
Adjournment: (NO City Vehicle needed) Walton Arts Center Parking Lot
South End -

NOTICE TO MEMBERS OF THE AUDIENCE

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Aldermen

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Announcements:

#3

Approval of 2011
Budget

Adjournment:

#4

Southpass

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