

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
September 6, 2011**

A meeting of the Fayetteville City Council will be held on September 6, 2011 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. 2nd Quarter Financial Report 2011**
- 2. Off Street Parking Improvement District No. 1 Appointment.
GREG LEE WAS APPOINTED**

Agenda Additions:

- 1. Friendship Community Care Lease Agreement:** A resolution to approve a slightly amended lease with Friendship Community Care, Inc. for 2.2 acres of City property required by the United States Department of Housing and Urban Development.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 166-11

A. Consent:

- 1. Approval of the August 16, 2011 City Council meeting minutes. APPROVED**

113 West Mountain Fayetteville, AR 72701 (479) 575-8323 accessfayetteville.org
Telecommunications Device for the Deaf TDD/TTY (479) 521-1316

2. **Amend Resolution No. 04-11:** A resolution amending Resolution No. 04-11 awarding Bid #11-03 and authorizing the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier, Tomlinson Asphalt Co. Inc. as a secondary supplier, and authorizing subsequent use of other bidders based on price and availability, in variable amounts as needed in calendar year 2011 by the Transportation Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 147-11

3. **Amend Resolution No. 70-11:** A resolution amending Resolution No. 70-11 awarding Bid #11-22 and authorizing a contract with Multi-Craft Contractors, Inc. in the amount of \$71,794.55, plus a ten percent (10%) contingency, for HVAC and repair services related to Energy Efficiency and Conservation Block Grant Funded Community Revolving Loan Fund projects.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 148-11

4. **Bid #11-45 Scurlock Industries of Fayetteville, Inc.:** A resolution awarding Bid #11-45 and approving a contract with Scurlock Industries of Fayetteville, Inc. in the amount of \$115,290.98 for the purchase of precast box culvert sections for installation on the University of Arkansas Farm Trail, and approving a five percent (5%) project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 149-11

5. **Bid #11-48 Southwest Fence Company Inc.:** A resolution awarding Bid #11-48 and approving a contract with Southwest Fence Company Inc. of Little Rock in the amount of \$55,564.07 for the installation of fencing along the University of Arkansas Farm Trail, and approving a fifteen percent (15%) project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 150-11

6. **Deane Street Right of Way Donation:** A resolution authorizing donation of right of way along Deane Street containing a total of 0.04 acres and being a part of Parcel No. 765-05204-001 to the Arkansas State Highway Commission as part of their Garland Avenue Improvement Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 151-11

7. **FTN Associates Ltd.:** A resolution approving a professional services contract with FTN Associates Ltd. in the amount of \$200,100.00 for the updating of the City's drainage criteria manual.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 152-11

8. **Arkansas State Highway Commission:** A resolution authorizing sale & donation of right of way and four (4) temporary construction easements to the Arkansas State Highway Commission to facilitate widening of State Highway 265 (Crossover Road) between Joyce Boulevard and the northern city limits.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 153-11

9. **CH2M Hill:** A resolution approving an out of scope agreement with CH2M Hill in the amount of \$14,929.45 for operational expenses incurred as a direct result of 2011 spring flooding, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 154-11

10. **Bid #11-50 Goodwin & Goodwin, Inc.:** A resolution awarding Bid #11-50 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$119,250.00 for the construction of a natural gas service line to the biosolids facility, and approving a five percent (5%) project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 155-11

11. **Bid #11-53 RJR Enterprises, Inc.:** A resolution awarding Bid #11-53 and approving a contract with RJR Enterprises, Inc. in the amount of \$33,300.00 plus a ten percent (10%) project contingency, for playground resurfacing at Gulley Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 156-11

12. **Environmental Protection Agency:** A resolution approving a budget adjustment in the amount of \$8,000.00 to recognize revenue from the Environmental Protection Agency to the Police Department for clandestine drug lab cleanup and disposal.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 157-11

13. **Airport Hangar Insurance Proceeds:** A resolution approving a budget adjustment in the amount of \$300,000.00 to pay down a loan from the General Fund from insurance proceeds received from the airport hangar fire in 2009.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 158-11

14. **First Security Bank:** A resolution approving a five (5) year professional services contract with First Security Bank for the provision of investment management services.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 159-11

15. **Arkansas State Highway Department:** A resolution approving a budget adjustment in the amount of \$22,329.00 to recognize revenue from the Arkansas State Highway and Transportation Department for replacement of a fence, sign, and trees due to the widening of State Highway 16 near the city shop area.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 160-11

16. **The Coves Subdivision Phase 1:** A resolution pursuant to Fayetteville Code §167.04(J)(2) and 167.04(J)(3), approving a tree preservation plan for The Coves Subdivision Phase 1 for tree preservation outside the city limits.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 161-11

- 17. Southwind Hospitality, LLC:** A resolution to approve a one year lease with Southwind Hospitality, LLC for the bottom level of the Meadow Street Parking Deck for \$4,450.00 per month; and two seven year automatic renewals for the first and third levels for \$8,900.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 162-11

- 18. Fayetteville Chamber of Commerce:** A resolution approving a two (2) year economic development services contract with the Fayetteville Chamber of Commerce in the total amount of \$299,000.00, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 163-11

- 19. 2011 Assistance to Firefighters Grant:** A resolution authorizing application for and acceptance of a 2011 Assistance to Firefighters matching grant in an amount up to \$800,000.00 with a twenty percent (20%) city match in an amount up to \$160,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 164-11

B. Unfinished Business: None

C. New Business:

- 1. ADM 11-3627: Public Art Donation:** A resolution to accept the donation of a bronze sculpture entitled "Cloud Landscape" by Hank Kaminsky and to thank the Omni Center for Peace, Justice and Ecology for this donation.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 165-11

- 2. Revised Ward Boundaries:** A resolution to approve revised ward boundaries to equalize ward populations after the 2010 Federal Census.

TABLED TO SEPTEMBER 20, 2011 CITY COUNCIL MEETING.

- 3. VAC 11-3887 (2388 N. College Avenue/Kum and Go):** An ordinance approving VAC 11-3887 submitted by CEI Engineering Associates, Inc. for property located at 2388 North College Avenue to vacate a portion of a utility easement, a total of 1,158 square feet.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5436

- 4. Amend § 51.137 Monthly Sewer Rates:** An ordinance amending Section 51.137 Monthly Sewer Rates of the Code of Fayetteville by reducing certain extra strength surcharges to sewer rates, and providing for an effective date.

THIS ITEM WAS LEFT ON THE FIRST READING.

5. **Amend §174.03 Exemptions of the Signs Chapter:** An ordinance to amend §174.03 Exemptions of the Signs Chapter to permit cross street banners on Block Avenue similar to Dickson Street.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5437

City Council Tour: Wednesday, September 14, 2011 at 4:30 p.m. The Council will tour the "Teen Library, Decline Conveyor, and Sorting System"

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

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Subject:	Roll				
Alderman Lewis was absent	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	Absent			
	Gray	✓			
	Mayor Jordan	✓			

Subject:	Off Street Parking Improvement District No. 1 Appointment				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Adams			
Greg Lee was <u>Appointed</u>	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	Absent			
	Gray	✓			
	Mayor Jordan				

Subject:	Consent				
Motion To:		Approve			
Motion By:		Tennant			
Seconded:		Boudreaux			
Minutes Approved Passed 147-11 thru 164-11	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	Absent			
	Gray	✓			
	Mayor Jordan				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Mayor Jordan				

Subject:		ADM 11-3627: Public Art Donation			
Motion To:		Approve			
Motion By:		Boudreaux			
Seconded:		Gray			
C. 1 New Business 1165-11	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	absent			
	Gray	✓			
	Mayor Jordan				

7-0

Subject:		Revised Ward Boundaries			
Motion To:		Approve	Table 2 Weeks		
Motion By:		Petty	Petty		
Seconded:		Kinion	Shiel		
C. 2 New Business This resolution was tabled to Sept. 20, 2011	Boudreaux		✓		
	Kinion	Motion	✓		
	Petty	Withdrawn	✓		
	Tennant		✓		
	Ferrell		✓		
	Adams		✓		
	Lewis	absent	absent		
	Gray		✓		
	Mayor Jordan				

7-0

Subject:		VAC 11-3887 (2388 N. College Avenue/Kum and Go)			
Motion To:					
Motion By:					
Seconded:					
C. 3 New Business <i>Passed</i> <i>5436</i>	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Gray	✓	✓	✓	
	Mayor Jordan				

7-0

7-0

7-0

Subject:		Amend § 51.137 Monthly Sewer Rates			
Motion To:					
Motion By:					
Seconded:					
C. 4 New Business <i>Left on</i> <i>the first</i> <i>Reading</i>	Boudreaux				
	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Mayor Jordan				

Subject:		Amend §174.03 Exemptions of the Signs Chapter			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Petty	Petty		
Seconded:		Adams	Adams		
C. 5 New Business <u>passed</u> 5437	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	Absent	absent	absent	
	Gray	✓	✓	✓	
	Mayor Jordan				

Subject:		Friendship Community Care Lease Amendment			
Motion To:		add to the Agenda	Pass		
Motion By:		Boudreaux	Boudreaux		
Seconded:		Ferrell	Gray		
<u>passed</u> 166-11	Boudreaux	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Ferrell	✓	✓		
	Adams	✓	✓		
	Lewis	Absent	Absent		
	Gray	✓	✓		
	Mayor Jordan				

7-0

7-0



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: September 7, 2011

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of September 6, 2011

- 1. Amendment to Resolution No. 04-11:** A resolution amending Resolution No. 04-11 awarding Bid #11-03 and authorizing the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier, Tomlinson Asphalt Co. Inc. as a secondary supplier, and authorizing subsequent use of other bidders based on price and availability, in variable amounts as needed in calendar year 2011 by the Transportation Division.
- 2. Amendment to Resolution No. 70-11:** A resolution amending Resolution No. 70-11 awarding Bid #11-22 and authorizing a contract with Multi-Craft Contractors, Inc. in the amount of \$71,794.55, plus a 10% contingency, for HVAC and repair services related to Energy Efficiency and Conservation Block Grant Funded Community Revolving Loan Fund Projects.
- 3. Bid #11-45 Scurlock Industries of Fayetteville, Inc.:** A resolution awarding Bid #11-45 and approving a contract with Scurlock Industries Of Fayetteville, Inc. in the amount of \$115,290.98 for the purchase of precast box culvert sections for installation on the University of Arkansas Farm Trail, and approving a 5% project contingency.
- 4. Bid #11-48 Southwest Fence Company, Inc.:** A resolution awarding Bid #11-48 and approving a contract with Southwest Fence Company Inc. of Little Rock in the amount of \$55,564.07 for the installation of fencing along the University of Arkansas Farm Trail, and approving a 15% project contingency.

- 5. Deane Street Right-of-Way Donation:** A resolution authorizing the donation of right-of-way along Deane Street containing a total of 0.04 acres and being a part of Parcel No. 765-05204-001 to the Arkansas State Highway Commission as part of their Garland Avenue Improvement Project.
- 6. FTN Associates Ltd.:** A resolution approving a Professional Services Contract With FTN Associates, LTD. in the amount of \$200,100.00 for the updating of the City's Drainage Criteria Manual.
- 7. AR State Hwy. Commission:** A resolution authorizing the sale and donation of right-of-way and four temporary construction easements to the Arkansas State Highway Commission to facilitate widening of State Highway 265 (Crossover Road) between Joyce Boulevard and the northern city limits.
- 8. CH2M Hill:** A resolution approving an Out-Of-Scope Agreement with CH2M Hill in the amount of \$14,929.45 for operational expenses incurred as a direct result of 2011 spring flooding and approving a budget adjustment.
- 9. Bid #11-50 Goodwin & Goodwin, Inc.:** A resolution awarding Bid #11-50 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$119,250.00 for the construction of a natural gas service line to the Biosolids Facility, and approving a 5% project contingency.
- 10. Bid #11-53 RJR Enterprises, Inc.:** A resolution awarding Bid #11-53 and approving a contract with RJR Enterprises, Inc. in the amount of \$33,300.00 plus a 10% project contingency, for playground resurfacing at Gulley Park.
- 11. Environmental Protection Agency:** A resolution approving a budget adjustment in the amount of \$8,000.00 to recognize revenue from the EPA to the Police Department for clandestine drug lab cleanup and disposal.
- 12. Airport Hangar Insurance Proceeds:** A resolution approving a budget adjustment in the amount of \$300,000.00 to pay down a loan from the General Fund from Insurance Proceeds received from the Airport Hangar Fire in 2009.
- 13. First Security Bank:** A resolution approving a five year professional services contract with First Security Bank for the provision of investment management services.

14. Arkansas State Highway Department: A resolution approving a budget adjustment in the amount of \$22,329.00 to recognize revenue from the Arkansas State Highway and Transportation Department for replacement of a fence, sign and trees due to the widening of State Highway 16 near the City Shop area.

15. Tree Preservation Plan for Coves Subdivision Phase I: A resolution, pursuant to Fayetteville Code §§167.04(J)(2) and 167.04(J)(3), approving a tree preservation plan for The Coves Subdivision Phase I for tree preservation outside the city limits.

16. Southwind Hospitality, LLC: A resolution to approve a one year lease with Southwind Hospitality, LLC for the bottom level of the Meadow Street Parking Deck for \$4,450.00 per month; and two seven year automatic renewals for the first and third levels for \$8,900.00 per month.

17. Fayetteville Chamber of Commerce: A resolution approving a two year Economic Development Services Contract with the Fayetteville Chamber of Commerce in the total amount of \$200,000.00 and approving a budget adjustment.

18. 2011 Assistance to Firefighters Grant: A resolution authorizing application for and acceptance of a 2011 Assistance to Firefighters matching grant in an amount up to \$800,000.00 with a 20% city match in an amount up to \$160,000.00.

19. ADM 11-3627 – Public Art Donation: A resolution to accept the donation of a bronze sculpture entitled “Cloud Landscape” by Hank Kaminsky and to thank the Omni Center for Peace, Justice and Ecology for this donation.

20. Amendment to §174.03 Exemptions of the Signs Chapter: An ordinance to amend §174.03 Exemptions of the Signs chapter to permit cross-street banners on Block Avenue similar to Dickson Street.

21. Slightly Amended Friendship Community Care, Inc. Lease: A resolution to approve a slightly amended lease with Friendship Community Care, Inc. for 2.2 acres of City Property Required by the United States Department of Housing and Urban Development.

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City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
Agenda Items Only

Sarah Wrede
Submitted By

Engineering
Division

Development Services
Department

Action Required:

A resolution to award a contract to FTN Associates in the amount of ~~\$201,100.00~~ to update the Drainage Criteria Manual for the City of Fayetteville.

\$200,100.00
SMW

\$ <u>200,100.00</u> 201,100.00 Cost of this request	\$ <u>326,464.00</u> Category / Project Budget	Stormwater Quality Mgmt/Nutrient Reduct Program Category / Project Name
<u>4470.9470.5817.00</u> Account Number	\$ <u>76,368.14</u> Funds Used to Date	Bridge & Drainage Improvements Program / Project Category Name
<u>02097.1</u> Project Number	\$ <u>250,095.86</u> Remaining Balance	Sales Tax Capital Improvement Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature]
Department Director

08-19-2011
Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney

8-19-11
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker
Finance and Internal Services Director

8-19-2011
Date

Received in City Clerk's Office 08-19-11 P01:41 RCVD
[Signature]

[Signature]
Chief of Staff

8-20-11
Date

Received in Mayor's Office
ENTERED 8/19/11
[Signature]

[Signature]
Mayor

8/23/11
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Sarah Wrede, Staff Engineer *SMW*

Date: August 19, 2011

Subject: A resolution to award a contract to FTN Associates in the amount of ~~\$201,100.00~~ ^{\$200,100.00 *SW*} to update the Drainage Criteria Manual for the City of Fayetteville.

PROPOSAL: Engineering staff provides technical review and support for all development within the City including reviews for compliance with the City's storm water runoff standards and ordinances through use of the City's Drainage Criteria Manual. The current Drainage Criteria Manual was developed in January 1995 and revised in 1998. Since that time, new computer design methods, drainage materials and methods, and other new technologies have been developed.

Secondly, the Home Depot Foundation/SCI Pilot Cities Grant in the amount of \$500,000 was received by the City in 2010. The grant, which includes funding to complete an affordable housing project, develop a sustainability initiative, and perform an assessment of current sustainability efforts, was accepted by Resolution No. 110-10 on June 15, 2010. As part of the matching funds for the Grant, the City agreed to develop a Low Impact Development technical engineering manual. This manual was to be supplement and provide technical guidance for implementation of the City's Low Impact Development Ordinance.

As the scope of work for the LID technical manual was being prepared, it became apparent that the existing Drainage Criteria Manual as written was not compatible with LID in many respects, and that development of an LID Manual would be difficult without concurrent changes to the existing Drainage Criteria Manual. Therefore, the scope of work was modified to include a complete revision of the Drainage Criteria Manual, which will include a chapter dedicated to Low Impact Development. The updated Manual will better accommodate the latest engineering design practices and methods, and will fully integrate LID methods into the drainage design process.

The City issued a request for qualifications for this manual, held a selection committee, short listed three qualified firms for phone interviews, and selected FTN Associates and their project team, which includes AMEC Earth and Environmental, Inc., the Low Impact Development Center, Inc., and EB LandWorks. The proposed project timeline is 49 weeks.

RECOMMENDATION: Staff recommends approval of a resolution to award a contract to FTN Associates in the amount of ~~\$201,100.00~~ to develop a Drainage Criteria Manual to include Low Impact Development Criteria Guidance for the City of Fayetteville.

\$200,100.00

BUDGET IMPACT: Currently, there is \$250,095.86 remaining in the Stormwater Quality Mgmt/Nutrient Reduction account that has been designated for use to fund projects that improve stormwater quality in the City of Fayetteville. This project will be paid for from these funds.

Attachments:

Staff Review Form

Resolution No. 110-10

Proposal and Scope of Work from FTN Associates, Ltd

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT
WITH FTN ASSOCIATES LTD. IN THE AMOUNT OF \$200,100.00 FOR THE
UPDATING OF THE CITY'S DRAINAGE CRITERIA MANUAL**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional services contract with FTN Associates Ltd. in the amount of \$200,100.00 for the updating of the City's drainage criteria manual.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SALE AND DONATION OF RIGHT OF WAY AND FOUR (4) TEMPORARY CONSTRUCTION EASEMENTS TO THE ARKANSAS STATE HIGHWAY COMMISSION TO FACILITATE WIDENING OF STATE HIGHWAY 265 (CROSSOVER ROAD) BETWEEN JOYCE BOULEVARD AND THE NORTHERN CITY LIMITS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the sale and donation of right of way and four (4) temporary construction easements to the Arkansas State Highway Commission to facilitate widening of State Highway 265 (Crossover Road) between Joyce Boulevard and the northern city limits.

Section 2: That the Mayor is authorized to execute all deeds and agreements necessary to effectuate the transfer.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:

Date:

9/6/2011

A.11

Bid #11-53 RJR Enterprises, Inc

P.O Number:

Expected Delivery Date:
Page 1 of 2

Vendor #:

8493

Vendor Name:

RJR Enterprises, Inc.

Mail

Yes:___

No:___

Address:

804 North 42nd Street

Fob Point:

Taxable

Yes:___

No:___

Quotes Attached

Yes:___

No:___

City:

Rogers

State:

AR

Zip Code:

72756

Ship to code:

Division Head Approval:

Requester:

Carole Jones, Park Planner II

Requester's Employee #:

3003

Extension:

472

Item

Description

Quantity

Unit of Issue

Unit Cost

Extended Cost

Account Numbers

Project/Subproject #

Inventory #

Fixed Asset #

1

Construction of Gulley Park
Playground Resurfacing

1

1

8,300.00

\$8,300.00

2250.9256.5806.00

05001.0801

2

Construction of Gulley Park
Playground Resurfacing

1

25,000.00

\$25,000.00

2250.9255.5806.00

05001.1001

3

\$0.00

4

\$0.00

5

\$0.00

6

\$0.00

7

\$0.00

8

\$0.00

9

\$0.00

10

\$0.00

*

Shipping/Handling

Lot

\$0.00

Special Instructions:

Tax is included in the bid price.

Subtotal:

\$33,300.00

Tax:

Total:

\$33,300.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____



SERVICEBERRY DR

A. 16
The Coves Subdivision Phase 1
Fig. 1 of 2

HOLLAND DR

TPA #3
51,437 Sq Ft

TPA #1 52,306 Sq Ft

TPA #2
11,730 Sq Ft

NORTH FORK FARMINGTON

LAVIE ST

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

A. 17
Southwind Hospitality, LLC
Page 1 of 10

JASON B. KELLEY
Assistant City Attorney

Judy Housley
Office Manager

Phone (479) 575-8313
FAX (479) 575-8315
TDD (479) 521-1316



113 W. Mountain, Suite 302
Fayetteville, AR 72701-6083

August 23, 2011

Mr. Ike Thrash
Southwind Hospitality, LLC
5998 Place Blvd.
Hattisburg, MS 39402

Dear Ike:

Enclosed is the original Lease of Meadow Street Parking Deck which is changed as you requested to require that the private parking "revenue shall be reimbursed to Southwind Hospitality within thirty (30) days of receipt of monies collected."

Please sign this original and have your signature witnessed. Please also print your "Title" where indicated. Then return this to me ASAP. We will substitute this original for the e-mailed back copy in the Final Agenda Packet for the Aldermen. You will get a fully executed copy when approved by City Council Resolution and signed by the Mayor and City Clerk.

With kindest regards,

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

KIT WILLIAMS

Fayetteville City Attorney

KW/jh
Enclosure

cc: Mayor Jordan
Don Marr, Chief of Staff

LEASE OF MEADOW STREET PARKING DECK

Levels 1 and 3

This Agreement, made and entered into this _____ day of _____, 2011, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain St., Fayetteville, Arkansas, and Southwind Hospitality, LLC 5998 Place Blvd. Hattiesburg, MS 39402.

WITNESSETH:

The City of Fayetteville, for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter set forth to be kept and performed by Southwind Hospitality agrees to lease the premises as later described to Southwind Hospitality, LLC, and Southwind Hospitality, LLC agrees to pay rents set forth below and to lease from the City of Fayetteville, portions of the Meadow Street Parking Deck on that parcel of land situated in the County of Washington and State of Arkansas, and more particularly described as:

Eighty-nine (89) parking spaces located in the first level and eighty-nine (89) parking spaces located on the third level of the Meadow Street Parking Deck located upon real property more particularly described as:

A part of Block numbered Fifteen (15) in the original plat of the City of Fayetteville, Arkansas, described as follows: Beginning at a point 127 feet west of the northeast corner of said Block Fifteen; and running thence west 177 feet; thence south 206 feet; thence east 177 feet; thence north 206 feet to the place of beginning.

Said parcel of land and parking spaces may be hereinafter referred to as the "Leased Premises".

1. **Term of Lease.** The initial term of this Lease shall commence on October 1, 2011 after the execution of the lease by both parties and shall be for a period of one (1) year and cover only the first level with 89 parking spaces at \$50.00 per month each or \$4,450.00 per month. There shall be two automatic annual renewals, each for a period of seven (7) additional years. For each of the seven (7) year extensions Southwind Hospitality will lease 178 parking spaces at \$50.00 per month on the first and third levels of the Meadow Street Parking Deck for a total monthly rental of \$8,900.00.

2. **Right of First Refusal.** If at any time during the term of this Lease the City of Fayetteville receives an acceptable bona fide offer to purchase the Leased Premises, or any part thereof, the City of Fayetteville shall submit a written copy of such offer to

Southwind Hospitality giving Southwind Hospitality thirty (30) days within which to elect to meet such offer.

3. Parking Spaces. This Lease shall be for the entire first level of the Leased Premises consisting of eighty-nine (89) parking spaces of the Fayetteville Municipal Parking Deck located at 25 E. Meadow Street for the term of the first 1 year lease. This lease shall cover the first and third levels (178 parking spaces) for years 2-15.

4. Rent. Southwind Hospitality shall pay to the City of Fayetteville as rent for the Leased Premises the following:

- a. The sum of fifty dollars (\$50.00) per month per parking space (89) rented on the first level of the Leased Premises which monthly total shall be Four Thousand Four Hundred Fifty Dollars (\$4,450.00).
- b. The sum of fifty dollars (\$50.00) per month per parking space rented (89) on the third level of the Leased Premises which monthly total shall be Four Thousand Four Hundred Fifty Dollars (\$4,450.00).
- c. The monthly rental shall be payable in consecutive monthly installments payable in advance on or before the first day of every calendar month.

5. Deposit. Southwind Hospitality shall pay to the City of Fayetteville a deposit in advance equal to one (1) months rent. Deposit must be paid to the City of Fayetteville within ten (10) business days upon execution of this Agreement. Upon termination of this Agreement, the deposit shall be applied to any outstanding balance due and the remainder returned to Southwind Hospitality within forty-five (45) days after termination of Agreement.

6. Use. Southwind Hospitality and their subtenant or occupants shall have the right to use the Leased Premises for parking only; any other use of the Leased Premises must be pre-approved by the City of Fayetteville and shall meet all present and future building codes, zoning and other laws.

7. Repairs. The City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the Leased Premises in as good order and repair as it is at the date of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty not within the control of City of Fayetteville excepted. Southwind Hospitality shall not knowingly commit or willfully permit to be committed on the Leased Premises any waste, damaging act or thing contrary to the rules and regulations prescribed from time to time by either federal, state or municipal authority.

8. Casualty. If at any time the Leased Premises or the building which forms the principal component of the Leased Premises should be damaged by fire or any major

casualty which is not the fault of Southwind Hospitality and the cost of repairing the damage does not exceed 35% of the value of the Meadow Street Parking Deck, then the City of Fayetteville shall as soon as reasonably practical repair the damage caused by said fire or other casualty. If, however, the damage should exceed 35% of the value of the Meadow Street Parking Deck, the City of Fayetteville shall have the option of either repairing said premises or terminating this Lease as of the date of said fire or other casualty by giving notice to Southwind Hospitality within thirty (30) days after said date. If the damages should render the Leased Premises untenable for the use of Southwind Hospitality's business as set forth herein, the rental from the date of said fire, or any major casualty not the fault of the Southwind Hospitality, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals.

In the event the damage should exceed 35% of the value of the Meadow Street Parking Deck and the City of Fayetteville makes the decision not to repair the Leased Premises such a decision must be submitted in writing to Southwind Hospitality. Upon receipt of the notice from City of Fayetteville, Southwind Hospitality has thirty (30) days to elect either, or both, of the following options:

- a. To purchase the entire Leased Premises from City of Fayetteville at its then fair market value and/or,
- b. To repair the Leased Premises as Southwind Hospitality's sole and exclusive expense with all terms of the Lease Agreement, except for abatement of rent provided for herein, continuing in effect.

9. Lighting and Painting. City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep, in the same manner as it is as of the date of the commencement of this Lease, the Leased Premises lighted, and all parking spaces properly striped and the premises painted.

10. Parking Equipment. City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, provide revenue control and access equipment for the Leased Premises. This equipment shall include parking gates, parking card readers, and automatic revenue control machines located at the entrance of the parking deck.

11. Parking Management Services. The City of Fayetteville shall provide services to manage the municipal parking deck located directly east of the Cosmopolitan Hotel. This service shall include the following:

- a. Provide parking revenues and access control equipment for Leased Premises.

- b. Program parking cards and distributing them to Southwind Hospitality; activate and deactivate parking cards as requested by Southwind Hospitality.
- c. Provide routine maintenance on gates, card readers, revenue control machines, etc. Expenses incurred for maintenance on equipment shall be borne by the City of Fayetteville, unless damages for required repairs were directly caused by Southwind Hospitality and/or its employees.
- d. Provide a minimum of four (4) hours of cleaning services per week; cleaning services include sweeping; blowing; vacuuming; spot washing of soft drinks, mud, or other spills; and the emptying of trash containers into the dumpster.
- e. Retrieve revenues from revenue control machines at least once per month.
- f. Frequently service the revenue control machines to ensure change hoppers have sufficient coins to make change to customers. City staff will take sufficient amount of money from the revenues collected in order to purchase enough quarters and dollar coins to keep revenue machines fully operational. One hundred percent (100%) of the revenues collected, less monies used to replenish quarter and dollar coin hoppers, will be deposited into the City's account; a check will be issued to Southwind Hospitality for one hundred percent (100%) of the total revenues, less monies used to replenish quarter and dollar coin hoppers and/or cost to replenish parking cards. This revenue shall be reimbursed to Southwind Hospitality within thirty (30) days of receipt of monies collected.
- g. Provide accounting of all revenues received through the revenue control machines on a monthly basis; provide audit statements of revenues collected to Southwind Hospitality on a monthly basis.
- h. All expenses incurred for the purchase of equipment and supplies for the operations of the deck shall be borne by the City of Fayetteville. All purchases shall be initiated by the City of Fayetteville.
- i. The City agrees to allocate parking cards only to Southwind Hospitality's and employees of the Parking Management Division for purposes of executing parking services.
- j. Southwind Hospitality may reallocate parking cards to a second party as they deem necessary; however, Southwind Hospitality may not resell parking spaces for a greater amount than that paid by Southwind Hospitality to the City of Fayetteville as set forth in this contract except that Southwind Hospitality is free to charge its hotel guests whatever parking fee it determines is appropriate.

12. Tenant Responsibilities. Southwind Hospitality shall provide the following:

- a. Reimburse the City of Fayetteville for cost of all parking cards provided for access into the Leased Premises. The City of Fayetteville shall bill Southwind Hospitality for all parking cards issued to Southwind Hospitality at the actual cost of the cards plus applicable sales tax. The City of Fayetteville shall have the option to bill Southwind Hospitality for this cost, or may deduct the cost directly from the money collected from the revenue control machines. If invoiced, Southwind Hospitality shall submit payment within thirty (30) days of invoice date to the City of Fayetteville.
- b. Provide advance notification to the City of Fayetteville and post signage at the Leased Premises at least forty-eight (48) hours in advance prior to any parking area closure on Leased Premises.
- c. Provide advance notification at least forty-eight (48) hours in advance to the City of Fayetteville when gates need to be programmed to open/close for special events or any other reason.
- d. Provide advance notification at least forty-eight (48) hours in advance to the City of Fayetteville when additional parking cards need to be issued and/or programmed.

13. Insurance. Southwind Hospitality shall be solely responsible for insuring its interests in the Leased Premises and improvements for its protection.

14. Taxes. The City of Fayetteville shall pay all real estate taxes and special assessments, if any, during the term of the Lease.

15. Utilities/Janitorial. The City of Fayetteville shall pay for all utility service and janitorial service in the Leased Premises.

16. Nuisance. Southwind Hospitality covenants and agrees not to use or allow the Leased Premises to be used for any purpose or in any manner which would constitute or create a nuisance, which would constitute waste, which would interfere with the lawful rights of owners or occupants of adjoining property or which would in any way be contrary to the law, ordinances, orders, rules, regulations or requirements of the federal, state, county or municipal governments or any department, board or bureau thereof. Southwind Hospitality further agrees to promptly comply with the requirements of any of the aforesaid authorities with reference to the installation, erection, construction, use, repair or modifications or any improvements situated upon the Leased Premises during the term of this Lease.

17. Holding Over. Any occupancy by Southwind Hospitality of the Leased Premises beyond the expiration of this Lease as herein provided shall be a tenancy from month to month.

18. Notices. All notices, demands and requests provided for or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served by depositing the same in the United States Mail, addressed to the City of Fayetteville or to Southwind Hospitality, as the case may be, prepaid and certified mail, return receipt requested, at the party's last known address. All notices, demands and requests shall be effective seventy-two (72) hours after being deposited in the United States Mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Either party shall have the right from time to time and at any time upon at least ten (10) days written notice thereof, to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

19. Legal Representatives, Successors and Assigns. It is further covenanted and agreed by and between the City of Fayetteville and Southwind Hospitality, that all covenants, agreements, provisions, conditions and undertakings in this Lease contained shall extend to and be binding upon the heirs, executors, successors and assigns of the respective expressed, and shall be construed as covenants and conditions running with the land and the reversion; and that wherever in this Lease reference is made to either the City of Fayetteville or South wind Hospitality , it shall be held to include and apply to (wherever and whenever applicable) the heirs, executors, successors, personal or legal representatives and assigns of the City of Fayetteville or Southwind Hospitality, the same as if in each and every case so expressed.

20. Condemnation. If during the term of this Lease, or any renewal thereof, all or substantially all of the Leased Premises shall be taken or condemned by a competent authority for any purpose or use, then the Lease shall terminate immediately after the vesting of title in such authority and rent shall be paid to and adjusted as of that day. The term "all or substantially all" shall be deemed to mean a taking of all of the Leased Premises or a taking of such portion of the Leased Premises that Southwind Hospitality cannot reasonably operate in the remainder in substantially the same manner as before.

21. Right Upon Default. The City of Fayetteville may declare Southwind Hospitality in default and terminate this lease if Southwind Hospitality shall do any of the following:

- a. Default in the payment of any installment of monthly rent and continue in default for thirty (30) days after the City of Fayetteville gives Southwind Hospitality written notice specifying the default; or
- b. Fail to timely pay monthly rental payments for two (2) or more months during any consecutive twelve (12) month period during the term of this lease may, at the discretion of the City of Fayetteville, constitute default; or

- c. Default in any other covenant of Southwind Hospitality in this Lease and fail to commence (subject to unavoidable delay) to take reasonable steps to remedy such default within twenty (20) days after the City of Fayetteville gives Southwind Hospitality written notice specifying the default.
- d. Upon the occurrence of any default that has not been fully and timely remedied, the City of Fayetteville may terminate this Lease upon ten (10) days written notice of its intent to so terminate, provided the termination shall not be allowed if either of the following provisions are complied with during the notice period or at any prior time:
 - i. Southwind Hospitality proceeds to cure the default or takes reasonable remedies to cure the default; or
 - ii. Southwind Hospitality contests the amount claimed to be due or any other item for which an amount could be estimated (definite or estimated), and Southwind Hospitality deposits the contested amount in an escrow account with instructions to the escrow agent to disburse the amount in accordance with the written, agreement of Southwind Hospitality and the City of Fayetteville or in accordance with the order of a court exercising jurisdiction over the controversy.

22. Termination. Neither party may terminate this agreement without consent of the other party unless the other party has committed a default. If the City of Fayetteville sells this parking garage to a third party, this lease and all extensions of this lease must be assigned with the sale.

23. Assignability. Southwind Hospitality shall not, without the written consent of City of Fayetteville, assign this Lease, or any rights there under, or sublet any part of the Leased Premises, provided however, Southwind Hospitality is authorized to assign this Lease as part of any sale of the hotel that is located adjacent to the Leased Premises provided that, at the time of the closing of the sale, the purchaser agrees to continue to operate the purchased improvements as a hotel. Upon any approved assignment of this lease by Southwind Hospitality in which its assignee agrees to be bound by all terms of this Lease, Southwind Hospitality shall be released and discharged from any further obligations or liabilities it has hereunder and any assignee of Southwind Hospitality shall have all rights belonging to Southwind Hospitality under this Lease.

24. Entire Agreement. All previous negotiations and understandings between the City of Fayetteville and Southwind Hospitality, or their respective agents and employees, with respect to the Lease Agreement set forth herein are merged in this Lease Agreement which alone fully and completely expresses the parties' rights, duties and obligations.

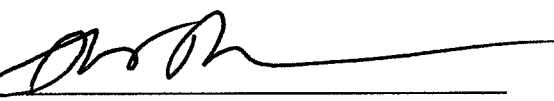
25. Amendments. No waivers, alterations or modifications of this Lease shall be valid unless written upon or attached to the fully executed copies of this Lease and further executed by both the City of Fayetteville and Southwind Hospitality herein.

26. Binding. This Lease shall be binding upon the parties and upon their heirs, successors and assigns. This Lease shall be construed under the laws of the State of Arkansas.

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

SOUTHWIND HOSPITALITY, LLC,
an Arkansas limited liability company

CITY OF
FAYETTEVILLE, ARKANSAS

By: 
IKE THRASH

By: _____
LIONELD JORDAN, Mayor

Managing Member
Title

Witness: 

Attest:

By: Joseph Thrash, VP
(Printed Name and Title)

By: _____
SONDRA E. SMITH, City Clerk

**CONTRACT FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE FAYETTEVILLE CHAMBER OF COMMERCE**

WHEREAS, the City of Fayetteville, Arkansas wishes to contract for Economic Development Consulting Services, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce wishes to provide Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce was selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process (via RFP 09-14, Economic Development Consulting Services), and;

WHEREAS, the City Council of Fayetteville, Arkansas has approved a contract for Economic Development Consulting Services with the Fayetteville, Arkansas Chamber of Commerce,

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. Agreement is made this ____ day of _____, 2011 by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and the Fayetteville, Arkansas Chamber of Commerce located at 123 West Mountain Street, Fayetteville, Arkansas 72701. **Term:** This Agreement shall be for a term of two (2) years. This contract may be canceled by either party within thirty days written notice.
2. **Renewals:** This agreement may be renewed for one additional term of two (2) years with mutual agreement of the parties.
3. **Appendix & Attachments:** The Contract documents which comprise the contract between the City of Fayetteville and the Fayetteville Chamber of Commerce consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a.) Appendix A - Fayetteville Chamber of Commerce response to RFP 09-14, Economic Development Consulting Services

b.) Appendix B –Schedule Detail for Deliverables and Performance Measures

* The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to this schedule. Any modifications shall be agreed upon by both the City and Fayetteville Chamber of Commerce; however, any changes affecting price shall have prior approval by the Fayetteville City Council. In the event Appendix B is revised and price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled quarterly update.

4. **Services to be Provided:** During the terms of this Agreement, the Fayetteville Chamber of Commerce Shall:

- Serve as the first point of contact for economic development services;
- Ensure that the City of Fayetteville is competitive locally, nationally and internationally in attracting prospective companies;
- Produce materials that market Fayetteville including a website that caters to existing and prospective businesses and information packets for targeted industries;
- Conduct trend and market analyses;
- Build mutually beneficial relationships with the Arkansas Economic Development Commission and regional entities engaged in economic development; and
- Provide a diversity of opportunity in business types, job wages, & skill sets
- Provide all deliverables and performance measures outlined in RFP 09-14

5. **Fees and Expenses:** The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced for each quarter in the amount of \$37,375 per quarter. Total fees for consultation services shall not exceed \$149,500 annually, from date of contract. The Fayetteville Chamber of Commerce shall track, log and report hours and expenses directly related to this Agreement along with invoice for payment for each quarter. Invoices shall be itemized.

6. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier.

7. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.

8. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or

warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

9. **Amendments and Waivers:** 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. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

10. **Performance Measures:** The Fayetteville Chamber of Commerce shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the contract.

One: Economic Development Infrastructure

The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Fayetteville. Arkansas Economic Development Commission has suggested that Fayetteville work to have more spade ready building sites available for responses to new facility inquiries. The Economic Development team will work to identify future development sites, and work to complete necessary task so that sites are more “ready” for immediate business opportunity availability.

Performance measures:

- *Positive relationship with AEDC & Appropriate communicated vision for Fayetteville.*
- *Marketing Materials Directed Toward Target Industries*
- *Creation and distribution of Industry packets, promotional materials such as videos, DVD's, etc.*
- *Real Estate Development – prepare sites & buildings ready for development.*
- *Establish market Statistics & Demographics*
- *Develop Regional partnerships by working with the regional economic development council.*
- *Support City's development of Quality of Life Programs*
- *Work with existing employers to develop workforce; attract quality employees to the City*
- *Conduct Economic Development training to ensure that the economic development team is knowledgeable and professional by attending at least 2 economic development related conferences & training classes a year.*
- *Maintain updated information, highlights, available site locations, and any possible incentives, containing highlights on why companies should locate in Fayetteville*

Two: Business Retention and Expansion

The City wants to ensure existing businesses thrive and remain or expand in Fayetteville. The Fayetteville Chamber of Commerce shall solicit continual feedback from the more than 2600 existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Fayetteville. The Chamber of Commerce shall develop concepts which promote existing business. For example, businesses located on the Fayetteville Square and in the Downtown are sponsoring a First Thursday event with extended store hours and additional attractions.

Performance measure:

- *Development of business community data*
 - *Retention rate for existing businesses*
 - *Existing employee headcount*
 - *Other data as requested by and coordinated with the City*
- *Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.*
- *Support "Find it in Fayetteville" Campaign*

Performance measures of Business Retention and Expansion (continued)

- *Bring or organize appropriate seminars and training to Fayetteville, AR, or within NWA Training Opportunities offered within the Region that would benefit Fayetteville Specific Companies.*
- *Develop business opportunities*
 - *Through GreeNWAY initiatives, Programs, promotion of international trade, and development of trade directories.*
- *Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Fayetteville.*
- *Develop or recommend training & education opportunities to start up businesses.*
- *Provide resources to entrepreneurs as requested.*

Three: Business Attraction

The Fayetteville Chamber of Commerce shall take steps necessary to ensure that Fayetteville competes at local, state, national and international levels for prospective businesses. ARTP incubates companies that are developing new technologies and products. As these companies scale up and consider permanent locations, the Chamber of Commerce shall coordinate programs, procedures, policies and promotional materials that make the City an attractive and competitive option. In addition, the Chamber of Commerce shall actively promote the City of Fayetteville at the state, national and international levels, particularly to

companies in the clean tech, healthcare, hospitality and tourism and nonprofit sectors. The Economic Development website will have, as a minimum, a graphically engaging design, relevant demographic information, a comprehensive list of awards and distinctions received by the City, identification of publicly-owned, shovel-ready sites, incentive packages and materials for targeted industries, and opportunities and support services for existing businesses.

Performance measure:

- *Develop Site Selector Visits to the City of Fayetteville, AR (3 visits per year)*
- *Evaluate, and recommend trade shows to attend and meet perspective companies. Attendance will utilize Senior Administration Staff and Elected Officials. Identify up to two trade shows or similar events to attend and coordinate attendance.*
- *Number of home grown businesses locating in Fayetteville*
- *New businesses in Fayetteville*
- *Employee headcount attributed to new businesses*
- *Assistance in the coordination and development of a regional economic development council*
- *Listing of contacts or potential businesses obtained through serving as the lead contact*
- *Implementation of business registry*
- *Active website, updated content, and easy-to-find content as provided by other cities*
- *Number of monthly unique visitor hits on the website*
- *Maintain & review community profile with AEDC*

Four: Strengthened Relationship with the Arkansas Economic Development Commission (AEDC) and Regional Economic Development Organizations

These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Fayetteville can do to provide an attractive business package. The Fayetteville Chamber of Commerce shall serve as the primary point of contact for the City of Fayetteville for economic development related purposes.

Performance measure:

- *Regular meetings with AEDC staff and commissioners, Green Valley Corporation staff, ARTP staff and other relevant organizations*
- *Documented efforts and participation in regional partnership*

- *Positive relationship with AEDC and appropriate communicated vision for Fayetteville*
- *AEDC understanding of firm's primary contact responsibility*

Five: Market Statistics and Demographics

The City of Fayetteville is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Fayetteville AR.

Performance measure:

- *Utilize and provide updated market, trend, and demographic analysis through current studies.*

Six: Reports and Presentations to the Mayor and City Council

The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- *Written report and presentation on a quarterly basis to Mayor and City Council*
- *Timely updates to Mayor and City Council on potential and ongoing projects as necessary*

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Fayetteville Chamber of Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort..

11. Contract Administration

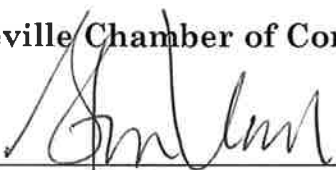
The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. The Fayetteville Chamber of Commerce President and CEO or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, the Fayetteville Chamber of Commerce President and CEO will insure that the Mayor is kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.

12. Freedom of Information Act

City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the Fayetteville Chamber of Commerce 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fayetteville Chamber of Commerce

By: 
J. Steven Clark, President and CEO

Date: 8/25/2011

Witness: 

Date: 8/25/2011

The City of Fayetteville, Arkansas

By: _____
Lioneld Jordan, Mayor

Date: _____

Attest:

Sondra E. Smith, City Clerk/Treasurer

Date: _____

City of Fayetteville, Arkansas & Fayetteville Chamber of Commerce

Contract - Economic Development Consulting Services

Appendix B - Deadline Schedule Detail for Deliverables and Performance Measures

SECTION I: Deadline Identification Schedule					
Quarter	Dates per Quarter	Deadline for Quarter	Update Deadline to Admin	Update Deadline to City Council	
Qtr 1	October 2011 - December 2011	Friday, December 30, 2011	Wednesday prior to January Agenda Session	City Council meeting in January, 2012	
Qtr 2	January 2012 - March 2012	Friday, March 30, 2012	Wednesday prior to April Agenda Session	City Council meeting in April, 2012	
Qtr 3	April 2012 - June 2012	Friday, June 29, 2012	Wednesday prior to July Agenda Session	City Council meeting in July, 2012	
Qtr 4	July 2012- September 2012	Friday, September 28, 2012	Wednesday prior to October Agenda Session	City Council meeting in October, 2012	
Qtr 5	October 2012 - December 2012	Monday, December 31, 2012	Wednesday prior to January Agenda Session	City Council meeting in January, 2013	
Qtr 6	January 2013 - March 2013	Friday, March 29, 2013	Wednesday prior to April Agenda Session	City Council meeting in April, 2013	
Qtr 7	April 2013 - June 2013	Friday, June 28, 2013	Wednesday prior to July Agenda Session	City Council meeting in July, 2013	
Qtr 8	July 2013 - September 2013	Monday, September 30, 2013	Wednesday prior to October Agenda Session	City Council meeting in October, 2013	
SECTION II: Details of Deliverables and Performance Measures					
Category	Category Description	Performance Measure	Deadline (Quarter)	Notes	
1	Prospective Company Recruitment Change to: Business Attraction	A	Strengthened Relationship with the AEDC and Regional Economic Development Organizations	Quarter 1: Reporting 2 through 8 1-8: Quarterly	Regular meetings with AEDC staff & commissioners, Green Valley Corporation staff, ARTP staff & other relevant organizations
		B	Develop site selector visits to the City	Quarter 5 through 8 1-8: Quarterly	2 visits 3 visits a year; 6 visits in 2 years
		C	Active website, updated content, and easy-to-find content	1st Qtr + monthly thereafter 1-8: Quarterly	Provide number of monthly unique visitors on website
		D	Number of monthly unique visitors on the website	1-8: Quarterly	Remove
		E	Evaluate and recommend trade shows to attend and meet with perspective companies; Will include elected officials	1-8: Quarterly	2 visits a year; Trade visits will be in either medical/healthcare, clean/nanotechnology, creative, and non-profits sectors
		F	Identify and send promotional packets to site selection consultants	1-8: Quarterly	20 packets a year/40 packets 2 yrs

2	Support Services for Existing Businesses Change to: Business Retention and Expansion	G	Listing of contacts or potential businesses obtained through serving as the lead contact	1-8: Quarterly	
			Use of social media resources to promote Fayetteville's presence in the internet.	1-8: Quarterly	Facebook, etc.
			I	Number of home grown businesses locating in Fayetteville	1-8: Quarterly
			J	New businesses in Fayetteville	1-8: Quarterly
			K	Employee headcount attributed to new businesses	Quarters 2 through 8 (after implementation of Item 3G) 1-8: Quarterly
			A	Development of business community data, retention rate for existing businesses, existing employee headcount	2nd Quarter; and quarterly thereafter (2-8) 1-8: Quarterly
		B	Provide support services to existing businesses to assist them to retain jobs and/or to expand Change to: Provide technical assistance to existing businesses to assist them to retain jobs and/or to expand	1-8: Quarterly	
			C	Support "Find It in Fayetteville" campaign	Quarter 5-8 1-8: Quarterly

	D	Bring or organize appropriate seminars and training to Fayetteville or NWA Training Opportunities offered within the Region that would benefit Fayetteville Specific companies	1-8: Quarterly		
3	E	Develop business opportunities	1-8 Quarterly		Through GreenWAY Initiative Program, promotion of international trade, and development of trade directories
	F	Implementation of business registry	Quarter 2-8		Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Fayetteville.
		Remove			Replace
	A	Provide technical assistance to perspective entrepreneurs	1-8: Quarterly		
	B	Develop or recommend training and education opportunities to start up businesses	1-8: Quarterly		
	C	Provide resources to entrepreneurs as requested.	1-8: Quarterly		
4	A	Positive relationship with AEDC & appropriate communicated vision for Fayetteville	Quarter 1: Reporting 2 through 8		
		* AEDC understanding of firm's primary contact responsibility Remove	1-8: Quarterly		

B	Marketing Materials Directed Toward Target Industries	Quarter 3 with updates on distribution contacts 4 through 8 1-8: Quarterly	Creation and distribution of Industry packets, promotional materials such as videos, DVDs, etc.
C	Creation of City approved "incentive booklet" containing highlights on why companies should locate in Fayetteville Remove	Quarter 6	Maintain updated information, highlights, available site locations, and any possible incentives, containing highlights on why companies should locate in Fayetteville Replace
D	Real Estate Development	1-8: Quarterly	Prepare sites and buildings ready for development

E	Market Statistics and Demographics		Utilize & provide updated market, trend, & demographic analyses through current studies
F	Regional Partnerships	Quarter 1: Reporting 2 through 8 1-8: Quarterly	Assistance in the coordination and development of a regional economic development council Documented efforts and participation in regional partnership
G	Quality of Life	1-8: Quarterly	Support City's development of Quality of Life Programs
H	Workforce Development	1-8: Quarterly	Work with existing employers to develop workforce; attract quality employees to the city
I	Economic Development Training	1-8: Quarterly	Team to attend at least 2 economic development related conferences and training classes a year
A	Provide written report and prepare a brief presentation to the Mayor and City Council	1-8: Quarterly	
5	Reports and Presentations		
The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein. Performance measures include:			

- * Written report and presentation on a quarterly basis to Mayor and City Council
- *Timely updates to Mayor and City Council on potential and ongoing projects as necessary

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Fayetteville Chamber of Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.

City of Fayetteville Staff Review Form

A. 19
2011 Assistance to Firefighters Grant
Page 1 of 26City Council Agenda Items
and
Contracts, Leases or Agreements

September 6, 2011

City Council Meeting Date
Agenda Items Only

<u>David Dayringer</u>	<u>Fire</u>	<u>Fire</u>
Submitted By	Division	Department

Action Required:

Staff requests a resolution for approval to apply for the 2011 Assistance To Firefighters Grant program. The amount to be requested will be \$800,000.00. The city's obligation under this grant program is a 20% matching contribution of \$160,000.00 if awarded.

<u>\$160,000.00</u>	<u>150,000.00</u>	<u>Act 833 Rev / Federal Grant Rev</u>
<u>Cost of this request</u>	<u>\$ 52,623.00</u>	<u>Fire Apparatus Replacement</u>
	<u>Category / Project Budget</u>	<u>Program Category / Project Name</u>
<u>1010.3020.5911.00</u>	<u>-</u>	
<u>4470.9470.5210.00</u>	<u>\$ 5,386.30</u>	<u>Fire Improvements</u>
<u>Account Number</u>	<u>Funds Used to Date</u>	<u>Program / Project Category Name</u>
<u>03047 / 0900</u>		<u>General</u>
<u>03019 / 1</u>	<u>197,236.70</u>	<u>Sales Tax Capital Improvements</u>
<u>Project Number</u>	<u>Remaining Balance</u>	<u>Fund Name</u>

Budgeted Item ☒Budget Adjustment Attached ☐

[Signature]
Department Director

8-30-11
Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney

8-30-11
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Buh
Finance and Internal Services Director

8-30-2011
Date

08-30-11P12:35 RCVD
Received in City
Clerk's Office
UDP

[Signature]
Chief of Staff

8-30-11
Date

Received in
Mayor's Office

ENTERED
8/30/11
[Signature]

[Signature]
Mayor

8/30/11
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor & City Council

From: David Dayringer, Fire Chief

Date: September 6, 2011

Subject: Staff requests a resolution for approval to apply for the 2011 Assistance to Firefighters Grant program. The amount to be requested will be \$800,000.00 for the purchase of a 75' aerial fire apparatus. The city's obligation under this grant program is a 20% matching contribution of \$160,000.00 if awarded.

PROPOSAL:

The City of Fayetteville Fire Department is requesting approval to apply for a grant to purchase a 75' aerial apparatus. This apparatus would be used to replace a 1997 KME engine/pumper that currently serves as a reserve unit. The current apparatus has served the department well, but is reaching a point at which it is becoming a mechanical liability. It has been repaired numerous times, but now is showing signs of inevitable catastrophic failure of the motor. Due to the condition of the department's fleet, it is used as a reserve unit more often than was initially planned.

If the Fayetteville Fire Department is awarded the grant being requested, this unit would be removed from the fleet. The new apparatus would be moved to a front line status. A current front line 75' aerial that is a 2002 model would then be used as a reserve unit. This would still afford the department the ability and flexibility to use this apparatus as both an aerial and an engine. With the age of the department's fleet, and the increased call volume, it will be even more important for a solid and trusted reserve to be in place.

RECOMMENDATION:

Staff requests a resolution for approval to apply for the 2011 Assistance to Firefighters Grant program. The amount to be requested will be \$800,000.00 for the purchase of a 75' aerial fire apparatus. The city's obligation under this grant program is a 20% matching contribution of \$160,000.00 if awarded.

BUDGET IMPACT:

Funds for the City's 20% match contribution are available in Project 03047 Fire Department Act 833 Revenue and Project 03019 Fire Apparatus Purchases.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE
OF A 2011 ASSISTANCE TO FIREFIGHTERS MATCHING GRANT IN AN
AMOUNT UP TO \$800,000.00 WITH A TWENTY PERCENT (20%) CITY
MATCH IN AN AMOUNT UP TO \$160,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes
the application for and acceptance of a 2011 Assistance to Firefighters matching grant in an
amount up to \$800,000.00 with a twenty percent (20%) city match in an amount up to
\$160,000.00.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Overview***Did you attend one of the workshops conducted by DHS's regional fire program specialist?**

No, I have not attended workshop

***Was a workshop within 2 hours drive?**

Do Not Know

***Are you a member, or are you currently involved in the management, of the fire department or non-affiliated EMS organization applying for this grant with this application?**

Yes, I am a member/officer of this applicant

If you answered No, please **complete** the information below. If you answered Yes, please skip the Preparer Information section.

Fields marked with an * are required.

Preparer Information

* Preparer's Name

* Address 1

Address 2

* City

* State

* Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a Chief Officer or long time member of the organization who will see this grant through completion. Reminder: if this person changes at anytime during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with you.

Primary Point of Contact

* Title

Fire Chief

Prefix (check one)

Mr.

* First Name

David

Middle Initial

* Last Name

Dayringer

* Business Phone (e.g. 123-456-7890)

479-575-8365 Ext.

* Home Phone (e.g. 123-456-7890)

479-846-6099 Ext.

Mobile Phone/Pager (e.g. 123-456-7890)

479-841-5970

Fax (e.g. 123-456-7890)

479-575-0471

* Email (e.g. user@xyz.org)

ddayringer@ci.fayetteville.ar.us

Contact Information

Alternate Contact Information Number 1

* Title	Assistant Fire Chief
Prefix	Mr.
* First Name	Kyle
Middle Initial	S
* Last Name	Curry
* Business Phone	479-575-8365 Ext.
* Home Phone	479-466-7036 Ext.
Mobile Phone/Pager	479-439-2435
Fax	479-575-0471
* Email	kcurry@ci.fayetteville.ar.us

Alternate Contact Information Number 2

* Title	Assistant Fire Chief
Prefix	Mr.
* First Name	Chris
Middle Initial	
* Last Name	Lynch
* Business Phone	479-575-8365 Ext.
* Home Phone	479-225-7045 Ext.
Mobile Phone/Pager	479-841-5671
Fax	479-575-0471
* Email	clynch@ci.fayetteville.ar.us

Applicant Information

* Organization Name	City of Fayetteville Fire Department
* Type of Applicant	Fire Department/Fire District
* Type of Jurisdiction Served	City
If other, please enter the type of Jurisdiction	
* <u>Employer Identification Number</u>	71-6018462
* What is your organization's <u>DUNS Number</u> ?	883381550 (call 1-866-705-5711 to get a DUNS number)
Headquarters or Main Station Physical Address	
* Physical Address 1	303 W. Center St.
Physical Address 2	
* City	Fayetteville
* State	Arkansas
* Zip	72701 - 5201
	<u>Need help for ZIP+4?</u>
Mailing Address	
* Mailing Address 1	303 W. Center St.
Mailing Address 2	
* City	Fayetteville
* State	Arkansas
* Zip	72701 - 5201
	<u>Need help for ZIP+4?</u>
* Please describe all grants that you have received from DHS including any AFG grant received from DHS or FEMA, for example, 2002 AFG grant for vehicle or 2003 ODP grant for exercises. (Enter "N/A" if Not Applicable)	2006 grant for Mobile Data Terminals 2006 grant for Fire Prevention and Safety 2008 grant for purchase of SCBA's
Account Information	
* Type of bank account	Checking
* Bank routing number - <u>9 digit</u> number on the bottom left hand corner of your check	082900872
* Your account number	4841984406
Additional Information	
* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?	No
* If awarded the AFG grant, will your organization expend more than \$500,000 in Federal funds during your organization's fiscal year in which this AFG grant was awarded?	No
* Is the applicant <u>delinquent on any Federal debt</u> ?	No
If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:	

Department Characteristics (Part I)

* Are you a member of a Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property?	No
* What kind of organization do you represent?	All Paid/Career
If you answered combination, above, what is the percentage of career members in your organization?	%
If you answered volunteer or combination or paid on-call, how many of your volunteer Firefighters are paid members from another career department?	
* What type of community does your organization serve?	Urban
* What is the square mileage of your first-due response area?	55
* What percentage of your response area is protected by hydrants?	98 %
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Washington
* Does your organization protect critical infrastructure of the state?	Yes
* How much of your jurisdiction's land use is for agriculture, wild land, open space, or undeveloped properties?	33 %
* What percentage of your jurisdiction's land use is for commercial, industrial, or institutional purposes?	36 %
* What percentage of your jurisdiction's land is used for residential purposes?	31 %
* How many occupied structures (commercial, industrial, residential, or institutional) in your jurisdiction are more than three stories tall?	45
* What is the permanent resident population of your <u>Primary/First-Due Response Area or jurisdiction served?</u>	73580
* Do you have a seasonal increase in population?	Yes
* How many active firefighters does your department have who perform firefighting duties?	110
* How many ALS level trained members do you have in your department/organization?	7
* How many stations are operated by your organization?	7
* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?	Yes
* Do you currently report to the National Fire Incident	Yes

Reporting System (NFIRS)?

If you answered yes above, please enter your
FDIN/FDID 72600

* What percent of your active firefighters are trained to the level of Firefighter I? 100 %

* What percent of your active firefighters are trained to the level of Firefighter II? 100 %

If you answered less than 100% to either question above, are you requesting for training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds in this application, please describe in the text box to the right your training program and your plans to bring your membership up to Firefighter II.

* What services does your organization provide?

Structural Fire Suppression		Hazmat Operational Level
Wildland Fire Suppression	Basic Life Support	Hazmat Technical Level
Airport Rescue Firefighting (ARFF)		Rescue Operational Level
	Formal/Year-Round Fire Prevention Program	Rescue Technical Level

* Please describe your organization and/or community that you serve. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

The City of Fayetteville Fire Department, located in Northwest Arkansas, serves and protects the citizens and visitors of the 55 square miles that make up the city. This is accomplished by the 110 (career) uniformed personnel that operate seven stations, six engines, three ladders, one aircraft rescue, one brush unit, and multiple support/staff vehicles. Three civilian personnel assist with fire safety education, administrative assistance and coordination/documentation of the financial activities of the department.

Members of the department are tasked with the usual variety of responsibilities that the fire service has become accustomed to handling. Fire suppression, public education, specialized rescue, hazardous materials mitigation, fire safety codes, origin/cause investigations and medical assistance round out the short list of duties that personnel are tasked with. All uniformed personnel are trained to the level of Emergency Medical Technician. Medical transport and advanced life support is provided by a regional ambulance authority based in the city.

Fayetteville has partnered with neighboring cities and departments in order to establish automatic and mutual aid agreements. Not only does this benefit the departments, but it enhances the service that each agency can provide to the people that we serve. Fayetteville's population of 73,580 citizens increases when the students return to the University of Arkansas every school year. The University represents an increase in population to the city of approximately 20,000 to 23,000 additional customers. Not only does the University provide for higher education, avenues for research and sporting events – it is host to multiple

camp, conferences and meetings. One of the biggest groups to come to the campus is the Walmart Shareholder's Meeting. Approximately 14,000 visitors from all around the world come to Fayetteville to attend the meeting and participate in the activities. Due to the diversity of the landscape and attractions, Fayetteville becomes the destination of more than students and corporate event participants. The natural beauty of the hills, streams and lakes in Northwest Arkansas bring people from all points of the map to our city. Scenic beauty is not the only attraction that keeps the city active. Fayetteville offers a multitude of options to keep both citizens and visitors occupied. The entertainment district of the Dickson Street area, just south of the University campus, offers restaurants, clubs, theatres and shops. In the fall of the year this area is the focus point for the third largest biker rally in the United States. Bikes, Blues and BBQ hosts approximately 400,000 visitors ready to ride the roads of Fayetteville and northwest Arkansas, and take in the patchwork of colors that Fall in the Ozarks has to offer. The personnel of the Fayetteville Fire Department are dedicated servants that stand vigilant to provide assistance and safety to all who need it in Fayetteville and surrounding areas.

Fire Department Characteristics (Part II)

	2010	2009	2008
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three years?	2	4	13
* What is the total number of line of duty member fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three years?	19	32	16
* Over the last three years, what was your organization's average operating budget?		8567104	
* What percentage of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?		90 %	
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%			
Taxes?	100 %		
<u>EMS Billing?</u>	0 %		
Grants?	0 %		
Donations?	0 %		
Fund drives?	0 %		
<u>Fee for Service?</u>	0 %		
Other?	0 %		
If you entered a value into Other field (other than 0), please explain			

In the City of Fayetteville, funding for essential services is generated from sales tax revenue. The Fire Department is in constant competition with other City divisions for the same resources. With the amount of growth experienced over the past few years, coupled with the current economic downturn, the needs of many of the City department's far outpace the resources available. According to the U.S. Census Bureau, in 2000 the population of Fayetteville was 58,000. The 2010 Census listed Fayetteville's population as 73,580. That is an increase of 15,580 in ten years. By the year 2025, the population is expected to increase by an additional 40,000 people. In spite of the level of growth experienced, the Fire Department has only added two new stations since 1979.

The City of Fayetteville experienced a challenging fiscal year in 2010 and those challenges have continued into 2011. Sales

* Please describe your organization's need for Federal financial assistance. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

tax for city-wide operations and capital have steadily declined. The Fire Department's operating budget has suffered a 1.3% decrease in 2011 from 2010 due to the need for reductions originating from declining sales tax revenue. Actual spending has outpaced budgetary projections over the past few years due to an increase in the number of personnel, rising fuel costs and rising health care costs. Meeting the personnel cost burden has and will continue to be a challenge for the Fire Department. For this reason, funds are decreasing for normal operating expenses and non-existent for equipment. Funding to support the purchase of this life-saving equipment is far beyond our fiscal capabilities for the foreseeable future.

We have approached the local government officials for assistance to purchase this truck. The department's fleet is aging and managing mechanical issues, while providing apparatus for personnel to respond in, is a daily issue. Sales tax is down and unemployment is up. The money is not available to fund a new aerial which will allow the department to move a current aerial into a reserve status. This grant will afford the department the means to have a dependable reserve aerial apparatus. The City realizes that we need this apparatus and have pledged to fund the 20% matching if we are successful in receiving the grant.

We have also made an added effort to extend the operation life of our current fleet. However, within the next five years we will have to replace, or refurbish, two to three engines and one ladder truck. Revenue shortfalls in the city's sales tax still loom for the end of 2011. This will further delay our ability to purchase the proposed aerial apparatus.

Funding of this request will solve the deficiencies identified. It will have a long range and a positive lasting effect on the Fayetteville Fire Department. Implementation of this project will directly benefit the citizens of our community and the surrounding area, address fundamental safety and operational issues within the department, and benefit the adjoining automatic/mutual aid fire departments.

We feel that we are the type of department that the Assistance to Firefighter's Grant is designed and intended to help. The demands on our department are increasing

disproportionately to our tax revenues and we do not have the resources to supply our firefighters with the training and equipment they need. We appreciate your support and would like to express our appreciation for the opportunities this grant program would provide

* How many vehicles does your organization have in each of the types or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Total Number of Front line Apparatus	Total Number of Reserve Apparatus	Total Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Quint (Aerial device of less than 76 feet), Type I or Type II Engine Urban Interface	7	5	48
Ambulances for transport and/or emergency response	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint (Aerial device of 76 feet or greater)	2	0	8
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	1	0	2
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	1	0	2
Other: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Other Vehicle	2	0	6

Department Call Volume

	2010	2009	2008
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)			
Working Structural Fires	242	278	232
False Alarms/Good Intent Calls	814	893	783
Vehicle Fires	57	53	43
Vegetation Fires	50	59	75
EMS-BLS Response Calls	4665	4384	4529
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Vehicle Accidents w/o Extrication	435	0	0
Vehicle Extrications	50	491	447
Other Rescue	8	3	4
Hazardous Condition/Materials Calls	10	6	12
Service Calls	333	485	539
Other Calls and Incidents	286	550	484
Total	6950	7202	7148

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

What is the total acreage of all vegetation fires?	18	20	20
---	----	----	----

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

In a particular year, how many times does your organization receive mutual/automatic aid?	17	20	23
In a particular year, how many times does your organization provide mutual/automatic aid? (Please indicate the number of times your department provides or receives mutual aid. Do not include first-due responses claimed above.)	37	22	20
Out of the mutual/automatic aid responses, how many were structure fires?	10	0	0

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application **you will need to submit separate applications.**

Program Name

Vehicle Acquisition

2. Will this grant benefit more than one organization?

Yes

If you answered Yes to Question 2 above, please explain.

The City of Fayetteville is not an island. The request for the grant to purchase an aerial apparatus will not only serve the citizens of Fayetteville, but will also help to serve the department's mutual/automatic aid partners. It is the practice of the department, and its partners, to send the equipment requested if available. If it is not available, it is sent as soon as it becomes available and there is still a need.

Most of the neighboring departments do not have aerial apparatus in their fleets. If the incident dictates the request of an aerial device, departments that can fill this request, do so. However, due to the current state of Fayetteville's fleet, it becomes an issue of leaving our city vulnerable while assisting another. This loss of flexibility, in the long run, could have catastrophic consequences. The times that the department has a reserve aerial, which could be put in service if one of the front line apparatus are out of service, has become marginal. However, the department's stance is to handle the task at hand, and to worry about "what could happen" when and if it does.

Fayetteville's ladder companies do not function solely as suppression companies. The ladder companies are also tasked with vehicle extrication and specialized rescue. This duality of responsibility, suppression and rescue, further increases the value of these apparatus. Elevated waterways and access to structures is only a small facet of the ladder company's capabilities. It is not uncommon to see ladder companies assisting on fires and extrications, but also in rural areas where reach and access is limited by what an engine company's tool cache can offer.

The department's ladder companies have successfully completed more than one rescue with our partners by the use of our aerial devices. The department philosophy is that the aerial is a tool – not to be used only in special circumstances, but when it can make a difference. The department has even responded to specialized incidents in cities that are not mutual/automatic aid partners and even into adjacent counties in which we could make a difference.

Fayetteville has not cornered the market in regard to "hard times". Most departments are working to maintain a standard level of service with less. Due to this, it is even more important that departments work together to share resources. It is a fine line for emergency services to provide for the people that they are mandated to care for, while assisting other agencies meet their mandated responsibilities if they have a tool that could "make a difference".

Fayetteville will continue to serve not only the citizens of the City of Fayetteville, but our mutual/automatic aid partners and their customers.

3. Enter Grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

Request Details

The activities for program **Vehicle Acquisition** are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding	Action
Vehicle Acquisition	1	\$ 650,000	\$ 150,000	View Details View Vehicle Inventory View Additional Funding Narratives

* Total Funding for all EMS requested in this application \$0 [View Details](#)

Grant-writing fee associated with the preparation of this request. \$0

BudgetBudget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 800,000
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0

Federal and Applicant Share

Federal Share \$ 640,000

Applicant Share \$ 160,000

Federal Rate Sharing (%) 80/20

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 160,000)

a. Applicant	\$ 160000
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget \$ 800,000

Narrative Statement

For 2011, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications**Form 20-16A**

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or

financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **David Dayringer** on **08/30/2011**

Form 20-16C**You must read and sign these assurances.**

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity

(Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street

City

State

Zip

Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **David Dayringer** on **08/30/2011**

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

This form is not applicable

From: David Dayringer
To: City Clerk
Date: 8/30/2011 11:23 AM
Subject: Re: Fwd: The Assistance to Firefighters Grant Application Period Has Been Extended

Thank you for the info. We still have to meet the deadline for the September 6 Council meeting because the next Council meeting is September 20 which is past the extended deadline. The Mayor has agreed to 'walk-on' the grant for this agenda session so I will be bringing you our Council Agenda packet around noon.

Thanks again.

David C. Dayringer

Fire Chief
Fayetteville Fire Department
303 W Center St
Fayetteville, AR 72701
Office 479-575-8365
Mobile 479-841-5970
ddayringer@ci.fayetteville.ar.us

TDD (Telecommunications Device for the Deaf): (479) 521-1316

>>> City Clerk 8/30/2011 10:49 AM >>>

>>> Whitnee Bullerwell <wbullerw@arml.org> 8/30/2011 10:23 AM >>>

Good morning, AMList subscribers:

We know that some of our members are working on this grant application. Please see information below on application deadline extension. Questions, contact Chad Gallagher at Legacy Consulting at 866-925-4549 or e-mail him at chad.gallagher@legacyincorporated.com.

Have a good day-
Whitnee

Whitnee V. Bullerwell

Communications Director

Arkansas Municipal League

(501) 374-3484

Proposed Ward Boundary Changes

~ Current Ward Boundary

Proposed Wards

- | Ward 1 | Ward 2 | Ward 3 | Ward 4 |
|--------|--------|--------|--------|
| 1 | 1 | 1 | 1 |
| 2 | 2 | 2 | 2 |
| 3 | 3 | 3 | 3 |
| 4 | 4 | 4 | 4 |
| 5 | 5 | 5 | 5 |
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| 7 | 7 | 7 | 7 |
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| 100 | 100 | 100 | 100 |

Hatch

Precincts that are to move into another Ward are represented with a hatch pattern.

 Residence of Council Member
 Fayetteville City Limits
 Voting Precinct Boundary

City of Fayetteville

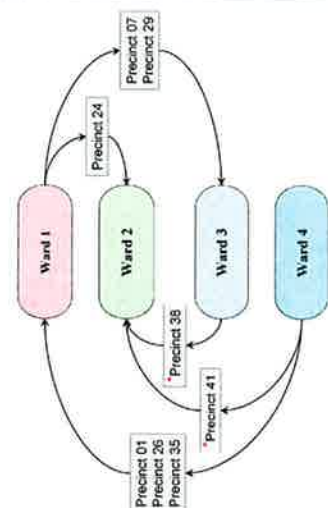
2010 Total Population: 73,580

Current Ward Population	Proposed Ward Population
Ward 1	17,673
Ward 2	17,603
Ward 3	15,855
Ward 4	22,449
Ward 1	18,791
Ward 2	18,284
Ward 3	18,166
Ward 4	18,339

C. 2
Revised Ward Boundaries
Page 1 of 2



Map Document (G:\GIS2\Projects\2011\2010 Census Redistricting Maps\Redistricting Map A_01_8a.mxd)



AGENDA REQUEST

FOR: COUNCIL MEETING OF SEPTEMBER 6, 2011

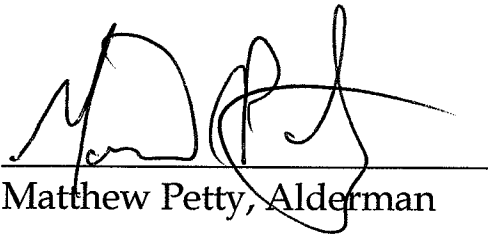
FROM:

ALDERMAN MATTHEW PETTY

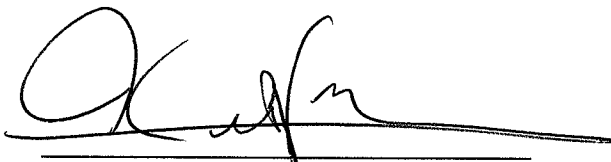
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §174.03 **Exemptions** Of The **Signs** Chapter To Permit Cross Street Banners On Block Avenue Similar To Dickson Street

APPROVED FOR AGENDA:


Matthew Petty, Alderman

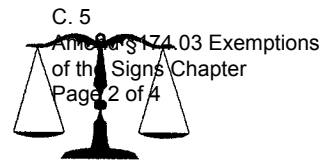
8-30-2011
Date


City Attorney
(as to form)

8-30-2011
Date



Departmental Correspondence



www.accessfayetteville.org

LEGAL
DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Alderman Matthew Petty

FROM: Kit Williams, City Attorney

DATE: June 23, 2011

RE: Cross Street Banner For Block Street

Attached please find how the Sign Ordinance exemption for short term banners could be amended to allow the installation of a cross street public event banner across Block (somewhere between Dickson and Meadow) could be authorized. I left all the existing conditions and limitation (no advertising and commercial logos) which have successfully protected us from a billboard company trying to compare its commercial message billboards with our similarly sized banners. The limitations in this section are very necessary and should not be weakened.

You might want to get with Terry Gulley or Chris Brown about possible locations on City right-of-way that would not impede sidewalk traffic. Please also be sensitive to near by property owners who might object to a banner installed in front of their business, office or home. The Spring Street intersection might be the best location, but I will leave that up to you and the experts.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND §174.03 EXEMPTIONS OF THE SIGNS
CHAPTER TO PERMIT CROSS STREET BANNERS ON BLOCK AVENUE
SIMILAR TO DICKSON STREET**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends
§174.03 (J)(3)(b) by repealing it in its entirety and enacting a replacement §174.03 (J)(3)(b) as
follows:

“(b) In order to notify or invite the public to attend a public festival or
event within the Downtown Master Plan area or the University of
Arkansas campus sponsored by the nonprofit organization or
government entity, that organization may pay the costs of the City to
install one, two, or three cross street public event banners (with no
advertising or commercial logos) at one or more City authorized sites
{intersections of Dickson and Block, and Dickson and Arkansas, and
on Block between Dickson and Meadow} for no more than fourteen
days once a year. When more than one nonprofit organization or
government entity would qualify and timely requests to pay for the
installation of cross street banners during the same period, the number
of cross street banners for each organization may be reduced to one
and/or the length of display may be shortened to one week so that each
qualified applicant is treated equally.”

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Fayetteville Code of Ordinances

- (b) *All other zones.* The owner of a parcel may install one election campaign sign of up to 32 square feet no more than sixty days prior to (and to be removed within three days following) the election to which the sign applies. If the parcel has more than 100 feet of frontage on a street, the owner may install one large campaign sign per hundred feet of frontage and may substitute and install an election campaign banner for an allowed special sales event banner no more than two weeks prior to (and to be removed within three days following) the election to which the banner applies.
- (2) *Special sales event banner.* In Commercial, Downtown Core, Downtown General, Main Street Central, and C-PZD zones, a commercial retail business may advertise a special sales event by installing a special sales event banner on its property at least 40' from the street right of way and no higher than 30' above street level for a total display time of no more than ten days, no more than one time a year.
- (3) *Public event banners.* Nonprofit organizations and government entities may install public event banners under the following conditions:
- (a) In order to notify or invite the public to attend a public festival or event sponsored by the nonprofit organization or government entity, this organization may install a public event banner (that may not contain advertising or commercial logos) on its property at least 20' from the street right of way or on the building's facade and no more than 30' above the street for a total display time of no more than fourteen days six times a year.
- (b) In order to notify or invite the public to attend a public festival or event within the Downtown Master Plan area or the University of Arkansas campus sponsored by the nonprofit organization or government entity, that organization may pay the costs of the City to install one or two cross street public event banners (with no advertising or commercial logos) at Dickson and Block and/or Dickson and Arkansas for no more than fourteen days once a year. When more than one nonprofit organization or government entity would qualify and timely requests to pay for the installation of cross street banners during the same period, the number of cross street banners for each organization may be reduced to one and/or the length of display may be shortened to one week so that each qualified applicant is treated equally.
- (K) *Signs located in buildings.* Any sign located within a building that is not visible to the public outside said building is exempt from all regulations in this chapter.
- (L) *Signs on windows.* Signs painted on or affixed to glass surfaces of windows or doors and pertaining to the lawful business conducted therein are exempt from the permit requirement, but are considered a wall sign to determine allowable square footage. No signs affixed to a window and visible outside shall flash or fluctuate illumination.
- (M) *Directional identification and informational signs.* Directional, identification, and informational signs; provided such signs shall be limited to wall and freestanding signs with a maximum of four (4) square feet of display surface area. Notwithstanding the restrictions on the location and number of freestanding signs prescribed by §174.10, one freestanding sign not exceeding four (4) square feet in display surface area shall be permitted at each entrance or exit on a lot or parcel to identify such entrance or exit and to encourage the use of motor vehicle seatbelts, subject to the following restrictions.
- (1) *Traffic hazard.* No such sign shall be erected which would create a traffic hazard.
- (2) *Seat belt sign.* Any words or symbols encouraging the use of seatbelts shall face the interior of the lot or parcel on which the sign is located and shall not face the street.
- (3) *Advertising.* No advertising or commercial logos may be incorporated into the sign.
- (N) *Collection boxes.* Collection boxes for charitable or nonprofit organizations containing no commercial advertising and located on private property in any Commercial or Industrial zoning districts.
- (O) *Subdivision signs.* In any district, one temporary subdivision identification sign indirectly illuminated, not to exceed 50 square feet in area per surface may be erected at any principal entrance to a subdivision, provided that in no event shall such sign remain for more than six (6) months within 50 feet of a dwelling in a R district occupied as a dwelling.
- (P) *Freestanding bulletin boards.* A freestanding bulletin board shall be set back a minimum of 15

Subsection
to be
Amended
→

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**City of Fayetteville Arkansas
City Council Meeting Minutes
September 6, 2011**

A meeting of the Fayetteville City Council was held on September 6, 2011 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Gray, Boudreaux, Kinion, Petty, Tennant, Ferrell, Adams, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Lewis

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

2nd Quarter Financial Report 2011

Paul Becker, Finance Director gave a brief description of the 2nd Quarter Financial Report for 2011.

Alderman Ferrell: What is the amount that water and sewer is up?

Paul Becker: It's about \$600,000 and that is online with the budget right now. However, we will have strong revenues coming in for July and August. During those months we had a heavy drought season.

Off Street Parking Improvement District No. 1 Appointment:

Appointment of Greg Lee

John Burrow, General Legal Council for the Off Street Parking and Improvement District Board explained that the vacancy was due to a resignation of one of the board members. He recommended Greg Lee for appointment to the Board.

Alderman Ferrell moved to appoint Greg Lee to the Off Street Parking Improvement District No. 1. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

Greg Lee was appointed.

Agenda Additions:

City Clerk Sondra Smith: There is an item that we need to add to the agenda. We would like to add it at the end of New Business. It is an amendment to Resolution 99-11.

Alderman Boudreaux moved to add the Friendship Community Care, Inc. lease amendment resolution to the agenda. Alderman Ferrell seconded the motion.

The following resolution was added at the end of New Business:

Friendship Community Care, Inc. Lease Amendment: A resolution to approve a slightly amended lease with Friendship Community Care, Inc. for 2.2 acres of city property required by the United States Department of Housing and Urban Development.

Consent:

Approval of the August 16, 2011 City Council meeting minutes.

Approved

Amend Resolution No. 04-11: A resolution amending Resolution No. 04-11 awarding Bid #11-03 and authorizing the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier, Tomlinson Asphalt Co. Inc. as a secondary supplier, and authorizing subsequent use of other bidders based on price and availability, in variable amounts, as needed in calendar year 2011 by the Transportation Division.

Resolution 147-11 as recorded in the office of the City Clerk.

Amend Resolution No. 70-11: A resolution amending Resolution No. 70-11, awarding Bid #11-22 and authorizing a contract with Multi-Craft Contractors, Inc. in the amount of

\$71,794.55, plus a ten percent (10%) contingency, for HVAC and repair services related to Energy Efficiency and Conservation Block Grant Funded Community Revolving Loan Fund projects.

Resolution 148-11 as recorded in the office of the City Clerk.

Bid #11-45 Scurlock Industries of Fayetteville, Inc.: A resolution awarding Bid #11-45 and approving a contract with Scurlock Industries of Fayetteville, Inc. in the amount of \$115,290.98 for the purchase of precast box culvert sections for installation on the University of Arkansas Farm trail, and approving a five percent (5%) project contingency.

Resolution 149-11 as recorded in the office of the City Clerk.

Bid #11-48 Southwest Fence Company Inc.: A resolution awarding Bid #11-48 and approving a contract with Southwest Fence Company Inc. of Little Rock in the amount of \$55,564.07 for the installation of fencing along the University of Arkansas Farm trail, and approving a fifteen percent (15%) project contingency.

Resolution 150-11 as recorded in the office of the City Clerk.

Deane Street Right of Way Donation: A resolution authorizing donation of right of way along Deane Street containing a total of 0.04 acres and being a part of Parcel No. 765-05204-001 to the Arkansas State Highway Commission as part of their Garland Avenue Improvement Project.

Resolution 151-11 as recorded in the office of the City Clerk.

FTN Associates Ltd.: A resolution approving a professional services contract with FTN Associates Ltd. in the amount of \$200,100.00 for updating the City of Fayetteville drainage criteria manual.

Resolution 152-11 as recorded in the office of the City Clerk.

Arkansas State Highway Commission: A resolution authorizing sale & donation of right of way and four (4) temporary construction easements to the Arkansas State Highway Commission to facilitate widening of State Highway 265 (Crossover Road) between Joyce Boulevard and the northern city limits.

Resolution 153-11 as recorded in the office of the City Clerk.

CH2M Hill: A resolution approving an out of scope agreement with CH2M Hill in the amount of \$14,929.45 for operational expenses incurred as a direct result of 2011 spring flooding, and approving a budget adjustment.

Resolution 154-11 as recorded in the office of the City Clerk.

Bid #11-50 Goodwin & Goodwin, Inc.: A resolution awarding Bid #11-50 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$119,250.00 for the construction of a natural gas service line to the biosolids facility, and approving a five percent (5%) project contingency.

Resolution 155-11 as recorded in the office of the City Clerk.

Bid #11-53 RJR Enterprises, Inc.: A resolution awarding Bid #11-53 and approving a contract with RJR Enterprises, Inc. in the amount of \$33,300.00 plus a ten percent (10%) project contingency, for playground resurfacing at Gulley Park.

Resolution 156-11 as recorded in the office of the City Clerk.

Environmental Protection Agency: A resolution approving a budget adjustment in the amount of \$8,000.00 to recognize revenue from the Environmental Protection Agency to the Police Department for clandestine drug lab cleanup and disposal.

Resolution 157-11 as recorded in the office of the City Clerk.

Airport Hangar Insurance Proceeds: A resolution approving a budget adjustment in the amount of \$300,000.00 to pay down a loan from the General Fund from insurance proceeds received from the airport hangar fire in 2009.

Resolution 158-11 as recorded in the office of the City Clerk.

First Security Bank: A resolution approving a five (5) year professional services contract with First Security Bank for the provision of investment management services.

Resolution 159-11 as recorded in the office of the City Clerk.

Arkansas State Highway Department: A resolution approving a budget adjustment in the amount of \$22,329.00 to recognize revenue from the Arkansas State Highway and Transportation Department for replacement of a fence, sign, and trees due to the widening of State Highway 16 near the City Shop area.

Resolution 160-11 as recorded in the office of the City Clerk.

The Coves Subdivision Phase 1: A resolution pursuant to Fayetteville Code §167.04(J)(2) and 167.04(J)(3), approving a tree preservation plan for The Coves Subdivision Phase 1 for tree preservation outside the city limits.

Resolution 161-11 as recorded in the office of the City Clerk.

Southwind Hospitality, LLC: A resolution to approve a one year lease with Southwind Hospitality, LLC for the bottom level of the Meadow Street Parking Deck for \$4,450.00 per

month; and two seven year automatic renewals for the first and third levels for \$8,900.00 per month.

Resolution 162-11 as recorded in the office of the City Clerk.

Fayetteville Chamber of Commerce: A resolution approving a two (2) year economic development services contract with the Fayetteville Chamber of Commerce in the total amount of \$299,000.00, and approving a budget adjustment.

Resolution 163-11 as recorded in the office of the City Clerk.

2011 Assistance to Firefighters Grant: A resolution authorizing application for and acceptance of a 2011 Assistance to Firefighters matching grant in an amount up to \$800,000.00 with a twenty percent (20%) city match in an amount up to \$160,000.00.

Resolution 164-11 as recorded in the office of the City Clerk.

Alderman Tennant moved to approve the Consent Agenda as read. Alderman Boudreaux seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

Unfinished Business: None

New Business:

ADM 11-3627: Public Art Donation: A resolution to accept the donation of a bronze sculpture entitled "Cloud Landscape" by Hank Kaminsky and to thank the Omni Center for Peace, Justice and Ecology for this donation.

Leif Olson, Sustainability and Strategic Planning gave a brief description of the sculpture.

Hank Kaminsky also gave a brief description of the sculpture.

Lauren Hawkins, member of the Board of Directors for the OMNI Center for Peace, Justice and Ecology expressed her appreciation for this donation.

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

Resolution 165-11 as recorded in the office of the City Clerk.

Revised Ward Boundaries: A resolution to approve revised ward boundaries to equalize ward populations after the 2010 Federal Census.

John Goddard, GIS Coordinator for the City gave a presentation regarding the ward boundaries. He stated as a result of the 2010 Census it is a requirement to balance the population of the wards.

Alderman Boudreaux: Everything I see in Ward 1 looks good. I think you have done a fantastic job of getting this worked out in a way that keeps the existing alderman in their current wards.

Alderman Ferrell: Does this become effective after we vote on it?

City Attorney Kit Williams: It is effective as soon as you pass it tonight.

John Burrow, Chair of the Washington County Election Commission stated we are extremely happy with this map. These lines are going to be very easy for us to work with. He spoke in favor of the resolution.

Aubrey Shepherd, a Fayetteville citizen asked for clarification of one of the areas on the map.

John Goddard clarified the boundaries in that area.

Aubrey Shepherd requested that this map be placed on the internet so everyone can learn about the boundaries. He also requested that the stormwater study that was done for engineering also be placed online.

Jeremy Pate: It is just a contract to begin the study.

City Attorney Kit Williams: It actually is online right now as a part of the agenda packet.

Alderman Boudreaux: Is there a rush on this?

City Attorney Kit Williams: No rush.

Alderman Boudreaux: I think everyone is real happy with it. Does anyone see a reason to wait and let the public look at it a little more?

Alderman Petty: I don't see a reason to wait. I have not heard anything from any constituents.

Alderman Boudreaux: They probably have not had a chance to see it.

Alderman Petty: It has been discussed in a few venues online and at the last Agenda Session but if the rest of the Council wishes to wait we can wait.

Alderman Adams: I think Brenda has a point and I would support that. I would like to see citizens have a couple of weeks to email us. I support it and think it's great and really appreciate the hard work. What would it hurt to wait two weeks?

A discussion followed on whether or not to table the resolution.

Don Marr, Chief of Staff reminded the Council of the Special Election coming up on the 11th of October. He stated there are also benefits to getting the information resolved quickly.

Alderman Boudreaux: That is why I asked if there was an urgency.

Alderman Petty: Mr. Burrow, are there any cost savings involved with changing these ward boundaries before the election or any other benefits in doing this before the election?

John Burrow: It won't affect the election and does not come into effect for any electoral purposes until your next election cycle.

Alderman Petty moved to table the resolution to the September 20, 2011 City Council meeting. Alderman Boudreaux seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

This resolution was Tabled to the September 20, 2011 City Council meeting.

Alderman Ferrell complimented John Goddard and everyone that was involved in revising the ward map.

VAC 11-3887 (2388 N. College Avenue/Kum and Go): An ordinance approving VAC 11-3887 submitted by CEI Engineering Associates, Inc. for property located at 2388 North College Avenue to vacate a portion of a utility easement, a total of 1,158 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services Director gave a brief description of the ordinance.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Boudreaux seconded the motion. Upon roll call the motion passed 7-0. Alderman Lewis was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5436 as Recorded in the office of the City Clerk

Amend § 51.137 Monthly Sewer Rates: An ordinance amending Section 51.137 Monthly Sewer Rates of the Code of Fayetteville by reducing certain extra strength surcharges to sewer rates, and providing for an effective date.

City Attorney Kit Williams read the ordinance.

David Jurgens, Utilities Director gave a brief description of the ordinance. He explained the sewer codes and their regulations on how changes to sewer rates are passed.

This ordinance was left on the First Reading

Amend §174.03 Exemptions of the Signs Chapter: An ordinance to amend §174.03 Exemptions of the Signs Chapter to permit cross street banners on Block Avenue similar to Dickson Street.

City Attorney Kit Williams read the ordinance.

Alderman Petty gave a brief description of the ordinance.

Alderman Gray and Boudreaux stated I think this is a great idea.

Alderman Ferrell stated this is a good ordinance Matthew.

Alderman Petty moved to suspend the rules and go to the second reading. **Alderman Adams** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Lewis** was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5437 as Recorded in the office of the City Clerk

Agenda Additions:

Friendship Community Care, Inc. Lease Amendment: A resolution to approve a slightly amended lease with Friendship Community Care, Inc. for 2.2 acres of City property required by the United States Department of Housing and Urban Development.

City Attorney Kit Williams gave a brief description of the resolution and explained why the amendment was necessary.

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

Resolution 166-11 as recorded in the office of the City Clerk.

Announcements:

Meeting adjourned at 6:50 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Added at
the City
Council Meeting
9/6/11

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Development Services

Division

Community Services

Department

Action Required:

Approval of lease amendment with Friendship Community Care INC. on 2.2 acres located on Huntsville Road (south of the current Seven Hills Transitional Housing Facility).

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

09-14-2011
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

9-1-11
Date

Finance and Internal Services Director

9-1-2011
Date

Received in City
Clerk's Office

09-01-11A10:44 RCVD

Chief of Staff

9-2-11
Date

Received in
Mayor's Office

Mayor

9/2/11
Date



Comments: Staff Recommends approval of lease amendment



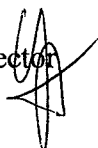
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Director of Development Services 

From: Yolanda Fields, CS Director 

Date: August 31, 2011

Subject: Huntsville Property Lease

PROPOSAL:

Friendship Community Care, Inc. (FCC) is a private, non-profit organization serving individuals with developmental disabilities in ten counties of the Arkansas River Valley region and waiver services in the entire state. Developmental disabilities include intellectual disability, epilepsy, cerebral palsy and similar disorders. The purpose of the organization is to provide supports and services to individuals and families that will allow them to be independent and productive citizens.

FCC began operations in 1972 by providing day care services to preschool and school age children. During that first year, two staff members served twelve children. From this beginning, the necessity for additional services has driven the growth of the organization. Today, Friendship serves over five hundred individuals in a fifteen-county area. This organization has been providing services to this area since the beginning of 2010. A Fayetteville office was opened at the beginning of 2011.

The City of Fayetteville entered into a long term lease with FCC on June 21, 2011. FCC has submitted a grant application for funding to construct a housing facility for individuals with developmental disabilities on this property. The Department of Housing and Urban Development has requested amendments to the lease in order for the funding application to be considered for the project. The term date of the lease must begin on June 21, 2011 and a lease amount to be paid by FCC must noted.

RECOMMENDATION:

Staff recommends approval of lease amendment as outlined above.

BUDGET IMPACT:

None

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A SLIGHTLY AMENDED LEASE WITH FRIENDSHIP COMMUNITY CARE, INC. FOR 2.2 ACRES OF CITY PROPERTY REQUIRED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the Little Rock Field Office of the United States Department of Housing and Urban Development has demanded two minor changes (lease term to being on June 21, 2011 instead of July 1, 2011 and a nominal "consideration" of one dollar per year of rent be added to the real "consideration of Friendship Community Care, Inc.'s promise to provide housing services for developmentally disabled Fayetteville citizens") to be made in the existing Lease before it will approve a grant to Friendship Community Care, Inc.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an amendment to paragraph 1 of the Lease Agreement to add "one dollar per year and" and to amend paragraph 2. **Term** so that lease will commence on the date of its original approval by the City Council of June 21, 2011 instead of July 1, 2011.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves this amended lease and authorizes Mayor Jordan to execute this slightly amended Lease Agreement with Friendship Community Care, Inc. as attached.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Little Rock Multifamily Program Center
425 West Capitol Avenue, 10th Floor
Little Rock, AR 72201
Fax (501) 324-5203
www.hud.gov espanol.hud.gov

AUG 25 2011

Certified Receipt #7009 0080 0000 0692 5150

Ms. Cindy Mahan
CEO
Friendship Community Care, Inc.
P.O. Drawer 2109
Russellville, AR 72811

Dear Ms. Mahan:

SUBJECT: Fiscal Year 2010 Section 811 Fund Reservation
Section 811 Application for Capital Advance
Project Name: Friendship 811
Project Number: 082-HD107/AR37Q101003
Project Location: Fayetteville, Arkansas
GRANT10908696

We have received your application for funding under the Supportive Housing Program, Section 811 Housing for the Elderly. During technical screening it was found to be incomplete and the following deficiencies must be addressed in order to continue the review:

Exhibit 2(a) – **Articles of Incorporation** are incomplete; only page one was submitted. Please provide. They must be dated on or before the application submission date.

Exhibit 8(f) – **HUD-92041 - Sponsor's Conflict of Interest Resolution** was missing. Please provide.

Exhibit 8(g) – **HUD-92042 – Sponsor's Resolution for Commitment to Project** was missing. Please provide. It must be dated on or before the application deadline date.

Exhibit 4(d) – **Site Control and Permissive Zoning** was provided; however, the NOFA requires the lease to have commenced prior to the 811 application deadline. The lease has a commencement date of July 1, 2011, which falls after the application deadline. Also, the lease does not provide an amount for the annual ground rent.

Exhibit 4 (d) (ii) – **Freedom of site from restrictions** was not provided. You were to provide a current title report or title policy from a title company, updated within 6 months of the application deadline date that evidences that the site is free of any limitations, restrictions, or reversioners which could adversely affect the use of the site for the proposed project for the 40-year capital advance period. The title search submitted only goes back to February 8, 2001, and does show whether the site is free of any limitations, restrictions, or

reverters. The search lists a warranty deed but it was not included. Finally, the NOFA specifies that the application must show that the public body possesses clear title subsequent to 2001. Please provide.

In accordance with the General Section of the FY 2010 NOFA, Paragraph V B. 2, the responses to deficiency letters for electronically submitted applications can no longer be submitted by USPS mail, electronic mail, courier service or hand delivery to the local HUD office. Responses can **ONLY** be submitted electronically using the facsimile telephone number and form HUD-96011, Facsimile Cover Page, contained in the last application package submitted to HUD. Faxes are to be sent to the toll-free fax number 800-483-1010. If you cannot access the toll-free 800 number or experience problems, you may use 215-825-8798 (this is not a toll-free number).

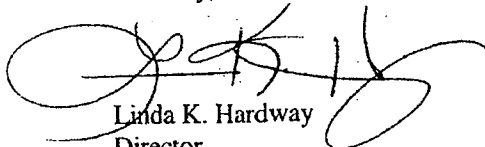
You **must** use the same Facsimile Cover Page, Form HUD-96011, contained in the last application package submitted to HUD because it contains the unique embedded ID number that is unique to your application. If your fax machine is set to automatically create a cover sheet, this feature must be turned off. For detailed guidance, please refer to the instructions in the General Section (pg. 45) regarding "Faxing Required Documentations".

All information must be submitted within 14 calendar days of the date of receipt of the HUD deficiency letter. If the deadline falls on a Saturday, Sunday, or federal holiday, the applicant's correction must be received by HUD on the next day that is not a Saturday, Sunday, or federal holiday. If the deficiency is not corrected within the above time frame, HUD will reject the application as incomplete and it will not be considered for funding.

Additionally, when submitting technical deficiency cure items, please place in the box labeled "Name of Document Transmitting" on form HUD 96011, the following information: Technical Cure plus the name of the document. If the name of the document is long and you need space to fit the document name, just label the **Technical Cure** as TC, plus the document name. This will alert the Grants Management Office to associate the fax with the specific grant application number.

Thank you for your interest in the Section 811 program. If you have any questions, please contact Cloretta Brown, Project Manager, at (501) 918-5725.

Sincerely,



Linda K. Hardway
Director
Little Rock Multifamily Program Center

cc: Connie Morton

AMENDED LEASE AGREEMENT

This Agreement made and entered into initially on June 21, 2011, and amended on the ____ day of September, 2011, by and between the City of Fayetteville, Arkansas, Lessor, and Friendship Community Care, Inc., Lessee, Witnesseth:

WHEREAS, Friendship Community Care, Inc. is a non-profit corporation established and dedicated to provide housing services for developmentally disabled citizens; and

WHEREAS, providing housing services for developmentally disabled citizens is a valid public purpose; and

WHEREAS, Friendship Community Care, Inc. will provide such services to Fayetteville citizens within the City of Fayetteville.

NOW, THEREFORE, the City of Fayetteville and Friendship Community Care, Inc. agree as follows:

1. **Leased Premises.** For and in consideration of one dollar per year and Friendship Community Care, Inc.'s promise to promptly provide housing services for developmentally disabled Fayetteville citizens and the other covenants and agreements herein entered into and agreed upon by Friendship Community Care, Inc. as obligations to the City of Fayetteville, the City lets, leases and demises unto Friendship Community Care, Inc., subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas.

A part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Sixteen (16) North, Range Thirty (30) West of the 5th Principal Meridian, being more particularly described herewith as follows: Beginning at a point South 02° 47' 36" East 764.25 feet from the Northwest corner of the NE ¼ of the NE ¼ of said Section 22, said point being on the West 40 acre tract line; thence South 87° 50' 21" West 239.38 feet; thence South 02° 47' 36" West 400.00 feet; thence North 87° 50' 21" West 239.38 feet to the West line of said 40 acre tract; thence along said west line North 02° 47' 36" West 400.00 feet to the Point of Beginning, containing 2.20 acres, more or less, being subject to rights-of-way and easements of record.

To have and to hold said premises unto the said Friendship Community Care, Inc. for and during the term herein stated, subject to the covenants, terms and conditions herein contained.

2. **Term.** This lease shall commence on June 21, 2011, and shall extend for a term of Ninety-Nine (99) years, ending at midnight on June 30, 2110.

3. **Consideration.** The primary consideration for the City is Friendship Community Care, Inc.'s agreement in paragraph 4 to serve Fayetteville citizens by promptly providing its housing services for developmentally disabled Fayetteville citizens. "Promptly providing its housing services for developmentally disabled Fayetteville citizens" means that Friendship Community Care, Inc. shall have its facility available no later than July 1, 2016, unless an extension is agreed to by City Council Resolution before that date.

4. **Use.** Friendship Community Care, Inc. agrees to use the lease premises for the purpose of constructing, operating and maintaining a housing services for developmentally disabled citizens facility. If at any time the property ceases to be used for this purpose, the lease shall terminate. Friendship Community Care, Inc. agrees to furnish housing services for developmentally disabled Fayetteville citizens and residents throughout this lease period. Friendship Community Care, Inc. shall deliver quarterly written reports to the Mayor's office concerning the number of Fayetteville citizens/residents served or otherwise assisted by Friendship Community Care, Inc.

5. **Improvements.** Friendship Community Care, Inc. may make any such improvements as are necessary to establish and provide housing services for developmentally disabled citizens. Design for any such improvements shall be approved by the City of Fayetteville. Upon termination of this lease, all improvements shall become the property of the City.

6. **Taxes.** Friendship Community Care, Inc. shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

7. **Notices.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be directed to the following:

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

Friendship Community Care, Inc.
920 North University
Russellville, AR 72802

8. **Assignment.** Friendship Community Care, Inc. shall not assign this lease or sublet the lease premises without prior written consent of the City. Any such assignment or subletting shall in no way relieve Friendship Community Care, Inc. from liability for the obligation imposed by this lease. Friendship Community Care, Inc. may only be released from liability for the obligation imposed by this lease by a specific written release executed by the City.

9. **Insurance.**

A. Friendship Community Care, Inc. shall be solely responsible for maintaining insurance on its property, including movables, trade fixtures, furniture, furnishings and inventory, as well as improvements to the property.

B. Friendship Community Care, Inc. shall, during the term of this lease, maintain public liability insurance. The limits of such public liability insurance shall not be less than \$500,000.00 per person and \$500,000.00 per accident. The policy shall contain a clause that the insurer will not cancel or change the insurance without giving the City of Fayetteville, ten days prior written notice. A certificate of such insurance shall be delivered to the City.

10. **Maintenance.** Friendship Community Care, Inc. shall be responsible for all maintenance, routine preventative or corrective, on any and all improvements made to the leased property.

11. **Compliance with Laws.** Friendship Community Care, Inc. agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. This agreement shall be governed by the laws of the State of Arkansas.

12. **Waste/Nuisance.** Friendship Community Care, Inc. agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid premises. Further, Friendship Community Care, Inc. agrees not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

13. **Title and Quiet Enjoyment.** The City of Fayetteville covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon the observance and performance of all the covenants, terms and conditions upon Friendship Community Care, Inc.'s part to be observed and performed, Friendship Community Care, Inc. shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through or under the City, subject to the terms and conditions of this lease.

14. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this the _____ day of _____, 2011.

**FRIENDSHIP
COMMUNITY CARE, INC.**

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: 
Name: **TOM HILL**
Title: Vice President of Operations

By: _____
Name: **LIONELD JORDAN**
Title: Mayor

WITNESS:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
SONDRA E. SMITH, City Clerk

RESOLUTION NO. 99-11

A RESOLUTION TO APPROVE A LEASE AGREEMENT OF ABOUT 2.2 ACRES WITH FRIENDSHIP COMMUNITY CARE, INC. TO SERVE DEVELOPMENTALLY DISABLED FAYETTEVILLE CITIZENS

WHEREAS, on December 7, 2004, the Fayetteville City Council approved Resolution No. 198-04 and a lease agreement with Sage House, Inc. for 2.2 acres of city property immediately south of the Seven Hills Transitional Housing facility; and

WHEREAS, unfortunately Sage House was unable to construct its transitional housing project so that its lease has been terminated; and

WHEREAS, Friendship Community Care, Inc., a non-profit charitable corporation desires to lease this property in order to construct and operate a facility to provide housing services for developmentally disabled Fayetteville citizens.

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

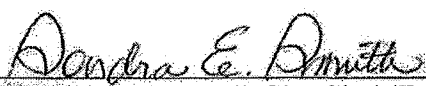
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Lease Agreement with Friendship Community Care, Inc. attached as Exhibit "A" and authorizes Mayor Jordan to sign this Lease Agreement.

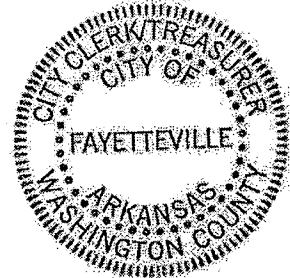
PASSED and APPROVED this 21st day of June, 2011.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Staff Review Form

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

6/21/2011

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Development Services

Division

Community Services

Department

Action Required:

Approval lease agreement with Friendship Community Care INC. on 2.2 acres located on Huntsville Road (south of the current Seven Hills Transitional Housing Facility)

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

06-03-2011
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

6-6-2011
Date

Finance and Internal Services Director

6-6-2011
Date

Received in City
Clerk's Office

06-03-11 P03:57 RCVD

Chief of Staff

6-7-11
Date

Received in
Mayor's Office



Mayor

6/7/11
Date

Comments: Staff Recommends approval of lease

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Director of Development Services *JP*

From: Yolanda Fields, CS Director *YF*

Date: June 3, 2011

Subject: Huntsville Property Lease

PROPOSAL:

Friendship Community Care, Inc. is a private, non-profit organization serving individuals with developmental disabilities in ten counties of the Arkansas River Valley region and waiver services in the entire state. Developmental disabilities include intellectual disability, epilepsy, cerebral palsy and similar disorders. The purpose of the organization is to provide supports and services to individuals and families that will allow them to be independent and productive citizens.

Friendship Community Care, Inc. began operations in 1972 by providing day care services to preschool and school age children. During that first year, two staff members served twelve children. From this beginning, the necessity for additional services has driven the growth of the organization. Today, Friendship serves over five hundred individuals in a fifteen-county area. This organization has been providing services to this area since the beginning of 2010. A Fayetteville office was opened at the beginning of 2011.

The City of Fayetteville would be entering into a long term lease with Friendship Community Care, Inc. for city owned property south of the current Seven Hills Transitional Housing facility. If funding is obtained by this organization the property will be used to construct a housing facility for individuals with developmental disabilities.

RECOMMENDATION:

Staff recommends approval of lease for 2.2 acres located on Huntsville Road (south of the current Seven Hills Transitional Housing Facility) to Friendship Community Care, Inc.

BUDGET IMPACT:

None



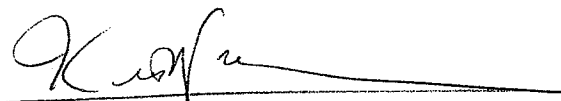
Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Yolanda Fields, Community Services Director

FROM: Kit Williams, City Attorney



DATE: June 7, 2011

RE: Friendship Community Care, Inc. Lease Agreement

On December 7, 2004, the City of Fayetteville leased about 2.2 acres of its property immediately south of the Seven Hills Transitional Housing Facility on Huntsville Road to Sage House, a non-profit corporation formed to provide transitional housing for Fayetteville citizens.

"The primary consideration for the City is Sage House's agreement in paragraph 4 to serve Fayetteville citizens by promptly providing its transitional housing project for needy Fayetteville citizens. 'Promptly providing its transitional housing project' means that Sage House shall have such housing available no later than December 1, 2009" Paragraph 3 of Lease Agreement

Unfortunately, Sage House was unable to raise sufficient funding to construct its housing project and is no longer very active. Sage House was officially notified last month that its Lease Agreement was terminated because it did not build such transitional housing.

Yolanda Fields has been working with Friendship Community Care, Inc., a non-profit corporation which has successfully provided day care or housing services for almost four decades in Arkansas. This charitable corporation desires to enter into the same type of lease agreement we had with Sage House, but probably has the expertise and experience to build a facility on our land. City Staff recommends we enter into such a contract which I have drafted for your consideration.

LEASE AGREEMENT

This Agreement made and entered into this 21st day of June, 2011, by and between the City of Fayetteville, Arkansas, Lessor, and Friendship Community Care, Inc., Lessee, Witnesseth:

WHEREAS, Friendship Community Care, Inc. is a non-profit corporation established and dedicated to provide housing services for developmentally disabled citizens; and

WHEREAS, providing housing services for developmentally disabled citizens is a valid public purpose; and

WHEREAS, Friendship Community Care, Inc. will provide such services to Fayetteville citizens within the City of Fayetteville.

NOW, THEREFORE, the City of Fayetteville and Friendship Community Care, Inc. agree as follows:

1. **Leased Premises.** For and in consideration of Friendship Community Care, Inc.'s promise to promptly provide housing services for developmentally disabled Fayetteville citizens and the other covenants and agreements herein entered into and agreed upon by Friendship Community Care, Inc. as obligations to the City of Fayetteville, the City lets, leases and demises unto Friendship Community Care, Inc., subject to the terms and conditions contained herein, the following described property situated in Washington County, Arkansas.

A part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Sixteen (16) North, Range Thirty (30) West of the 5th Principal Meridian, being more particularly described herewith as follows: Beginning at a point South 02° 47' 36" East 764.25 feet from the Northwest corner of the NE ¼ of the NE ¼ of said Section 22, said point being on the West 40 acre tract line; thence South 87° 50' 21" West 239.38 feet; thence South 02° 47' 36" West 400.00 feet; thence North 87° 50' 21" West 239.38 feet to the West line of said 40 acre tract; thence along said west line North 02° 47' 36" West 400.00 feet to the Point of Beginning, containing 2.20 acres, more or less, being subject to rights-of-way and easements of record.

To have and to hold said premises unto the said Friendship Community Care, Inc. for and during the term herein stated, subject to the covenants, terms and conditions herein contained.

2. **Term.** This lease shall commence on July 1, 2011, and shall extend for a term of Ninety-Nine (99) years, ending at midnight on June 30, 2110.

3. **Consideration.** The primary consideration for the City is Friendship Community Care, Inc.'s agreement in paragraph 4 to serve Fayetteville citizens by promptly providing its housing services for developmentally disabled Fayetteville citizens. "Promptly providing its housing services for developmentally disabled Fayetteville citizens" means that Friendship Community Care, Inc. shall have its facility available no later than July 1, 2016, unless an extension is agreed to by City Council Resolution before that date.

4. **Use.** Friendship Community Care, Inc. agrees to use the lease premises for the purpose of constructing, operating and maintaining a housing services for developmentally disabled citizens facility. If at any time the property ceases to be used for this purpose, the lease shall terminate. Friendship Community Care, Inc. agrees to furnish housing services for developmentally disabled Fayetteville citizens and residents throughout this lease period. Friendship Community Care, Inc. shall deliver quarterly written reports to the Mayor's office concerning the number of Fayetteville citizens/residents served or otherwise assisted by Friendship Community Care, Inc.

5. **Improvements.** Friendship Community Care, Inc. may make any such improvements as are necessary to establish and provide housing services for developmentally disabled citizens. Design for any such improvements shall be approved by the City of Fayetteville. Upon termination of this lease, all improvements shall become the property of the City.

6. **Taxes.** Friendship Community Care, Inc. shall pay any and all ad valorem taxes and special improvement district taxes levied and assessed against said premises and the improvements located thereon during the term of this lease.

7. **Notices.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be directed to the following:

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

Friendship Community Care, Inc.
920 North University
Russellville, AR 72802

8. **Assignment.** Friendship Community Care, Inc. shall not assign this lease or sublet the lease premises without prior written consent of the City. Any such assignment or subletting shall in no way relieve Friendship Community Care, Inc. from liability for the obligation imposed by this lease. Friendship Community Care, Inc. may only be released from liability for the obligation imposed by this lease by a specific written release executed by the City.

9. **Insurance.**

A. Friendship Community Care, Inc. shall be solely responsible for maintaining insurance on its property, including movables, trade fixtures, furniture, furnishings and inventory, as well as improvements to the property.

B. Friendship Community Care, Inc. shall, during the term of this lease, maintain public liability insurance. The limits of such public liability insurance shall not be less than \$500,000.00 per person and \$500,000.00 per accident. The policy shall contain a clause that the insurer will not cancel or change the insurance without giving the City of Fayetteville, ten days prior written notice. A certificate of such insurance shall be delivered to the City.

10. **Maintenance.** Friendship Community Care, Inc. shall be responsible for all maintenance, routine preventative or corrective, on any and all improvements made to the leased property.

11. **Compliance with Laws.** Friendship Community Care, Inc. agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. This agreement shall be governed by the laws of the State of Arkansas.

12. **Waste/Nuisance.** Friendship Community Care, Inc. agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid premises. Further, Friendship Community Care, Inc. agrees not to operate, nor permit to be operated, nor to exist thereon or therein, any public or private nuisance.

13. **Title and Quiet Enjoyment.** The City of Fayetteville covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon the observance and performance of all the covenants, terms and conditions upon Friendship Community Care, Inc.'s part to be observed and performed, Friendship Community Care, Inc. shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through or under the City, subject to the terms and conditions of this lease.

14. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this the 21st day of June, 2011.

**FRIENDSHIP
COMMUNITY CARE, INC.**

By: [Signature]
Name: **TOM HILL**
Title: Vice President of Operations

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: [Signature]
Name: **LIONEL JORDAN**
Title: Mayor

WITNESS:

By: _____
Name: _____
Title: _____

ATTEST:

By: [Signature]
SONDRA E. SMITH, City Clerk



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
September 6, 2011**

A meeting of the Fayetteville City Council will be held on September 6, 2011 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:

- 1. Future Space Assessment Presentation given by Don Marr, Chief of Staff.**
- 2. Discussion regarding citizen presentations at City Council meetings.**

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

- 1. 2nd Quarter Financial Report 2011**
- 2. Off Street Parking Improvement District No. 1 Appointment**

Agenda Additions:

A. Consent:

- 1. Approval of the August 16, 2011 City Council meeting minutes.**

113 West Mountain Fayetteville, AR 72701 (479) 575-8323 accessfayetteville.org
Telecommunications Device for the Deaf TDD/TTY (479) 521-1316

2. **Amend Resolution No. 04-11:** A resolution amending Resolution No. 04-11 awarding Bid #11-03 and authorizing the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier, Tomlinson Asphalt Co. Inc. as a secondary supplier, and authorizing subsequent use of other bidders based on price and availability, in variable amounts as needed in calendar year 2011 by the Transportation Division.
3. **Amend Resolution No. 70-11:** A resolution amending Resolution No. 70-11 awarding Bid #11-22 and authorizing a contract with Multi-Craft Contractors, Inc. in the amount of \$71,794.55, plus a ten percent (10%) contingency, for HVAC and repair services related to Energy Efficiency and Conservation Block Grant Funded Community Revolving Loan Fund projects.
4. **Bid #11-45 Scurlock Industries of Fayetteville, Inc.:** A resolution awarding Bid #11-45 and approving a contract with Scurlock Industries of Fayetteville, Inc. in the amount of \$115,290.98 for the purchase of precast box culvert sections for installation on the University of Arkansas Farm Trail, and approving a five percent (5%) project contingency.
5. **Bid #11-48 Southwest Fence Company Inc.:** A resolution awarding Bid #11-48 and approving a contract with Southwest Fence Company Inc. of Little Rock in the amount of \$55,564.07 for the installation of fencing along the University of Arkansas Farm Trail, and approving a fifteen percent (15%) project contingency.
6. **Deane Street Right of Way Donation:** A resolution authorizing donation of right of way along Deane Street containing a total of 0.04 acres and being a part of Parcel No. 765-05204-001 to the Arkansas State Highway Commission as part of their Garland Avenue Improvement Project.
7. **FTN Associates Ltd.:** A resolution approving a professional services contract with FTN Associates Ltd. in the amount of \$201,100.00 for the updating of the City's drainage criteria manual.
8. **Arkansas State Highway Commission:** A resolution authorizing donation of right of way and four (4) temporary construction easements to the Arkansas State Highway Commission to facilitate widening of State Highway 265 (Crossover Road) between Joyce Boulevard and the northern city limits.
9. **CH2M Hill:** A resolution approving an out of scope agreement with CH2M Hill in the amount of \$14,929.45 for operational expenses incurred as a direct result of 2011 spring flooding, and approving a budget adjustment.
10. **Bid #11-50 Goodwin & Goodwin, Inc.:** A resolution awarding Bid #11-50 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$119,250.00 for the construction of a natural gas service line to the biosolids facility, and approving a five percent (5%) project contingency.
11. **Bid #11-53 RJR Enterprises, Inc.:** A resolution awarding Bid #11-53 and approving a contract with RJR Enterprises, Inc. in the amount of \$33,300.00 plus a ten percent (10%) project contingency, for playground resurfacing at Gulley Park.

- 12. Environmental Protection Agency:** A resolution approving a budget adjustment in the amount of \$8,000.00 to recognize revenue from the Environmental Protection Agency to the Police Department for clandestine drug lab cleanup and disposal.
- 13. Airport Hangar Insurance Proceeds:** A resolution approving a budget adjustment in the amount of \$300,000.00 to pay down a loan from the General Fund from insurance proceeds received from the airport hangar fire in 2009.
- 14. First Security Bank:** A resolution approving a five (5) year professional services contract with First Security Bank for the provision of investment management services.
- 15. Arkansas State Highway Department:** A resolution approving a budget adjustment in the amount of \$22,329.00 to recognize revenue from the Arkansas State Highway and Transportation Department for replacement of a fence, sign, and trees due to the widening of State Highway 16 near the city shop area.

B. Unfinished Business: None

C. New Business:

- 1. Revised Ward Boundaries:** A resolution to approve revised ward boundaries to equalize ward populations after the 2010 Federal Census.
- 2. ADM 11-3627: Public Art Donation:** A resolution to accept the donation of a bronze sculpture entitled “Cloud Landscape” by Hank Kaminsky and to thank the Omni Center for Peace, Justice and Ecology for this donation.
- 3. VAC 11-3887 (2388 N. College Avenue/Kum and Go):** An ordinance approving VAC 11-3887 submitted by CEI Engineering Associates, Inc. for property located at 2388 North College Avenue to vacate a portion of a utility easement, a total of 1,158 square feet.
- 4. Amend § 51.137 Monthly Sewer Rates:** An ordinance amending Section 51.137 Monthly Sewer Rates of the Code of Fayetteville by reducing certain extra strength surcharges to sewer rates, and providing for an effective date.
- 5. The Coves Subdivision Phase 1:** A resolution pursuant to Fayetteville Code §167.04(J)(2) and 167.04(J)(3), approving a tree preservation plan for The Coves Subdivision Phase 1 for tree preservation outside the city limits.
- 6. Southwind Hospitality, LLC:** A resolution to approve a one year lease with Southwind Hospitality, LLC for the bottom level of the Meadow Street Parking Deck for \$4,450.00 per month; and two seven year automatic renewals for the first and third levels for \$8,900.00 per month.
- 7. Fayetteville Chamber of Commerce:** A resolution approving a two (2) year economic development services contract with the Fayetteville Chamber of Commerce in the total amount of \$299,000.00, and approving a budget adjustment.

City Council Tour: Monday, September 14, 2011 at 4:30 p.m. The Council will tour the "Teen Library, Decline Conveyor, and Sorting System"

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.

#1 East Center Street
Unit 340
Fayetteville, Arkansas 72701
479-442-9918
August 23, 2011

Hon. Lioneld Jordan
City of Fayetteville
Administration Building
Fayetteville, Arkansas 72701

Dear Mayor Jordan:

This is to request that I be appointed to serve on the Board of Improvement of the Downtown Off Street Parking Development District No. 1 of the City of Fayetteville, Arkansas. I am a property owner within the district.

Thank you for your attention to this.

Yours sincerely,


Greg Lee

RECEIVED

AUG 23 2011

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

JOHN LOGAN BURROW, P. A.
Attorney at Law
1 West Mountain Street #206
Fayetteville, Arkansas 72701
479-444-0722

June 29, 2011

RECEIVED

JUN 29 2011

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

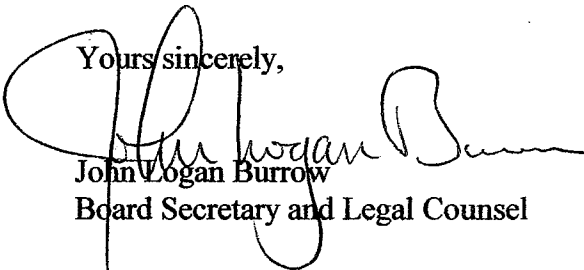
Mayor Lioneld Jordan
City of Fayetteville
City Administration Building
125 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mayor Jordan:

This is to give notice, on behalf of the Downtown Off Street Parking Development District No. 1 of the City of Fayetteville, Arkansas, that a vacancy exists on the Board of Improvement of that District.

Thank you for your attention to this.

Yours sincerely,



John Logan Burrow
Board Secretary and Legal Counsel



1 of 1 DOCUMENT

Arkansas Code of 1987 Annotated Official Edition Court Rules 2011
© 1987-2011 by the State of Arkansas
All rights reserved.

*** CURRENT THROUGH THE 2011 REGULAR SESSION AND UPDATES ***
*** FROM THE ARKANSAS CODE REVISION COMMISSION THROUGH ***
*** JULY 28, 2011 ***
*** ANNOTATIONS CURRENT THROUGH JUNE 2, 2011 ***

Title 14 Local Government
Subtitle 5. Improvement Districts Generally
Chapter 88 Municipal Improvement Districts Generally
Subchapter 3 -- Members -- Increase in Number in Certain Cities

GO TO CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION

A.C.A. § 14-88-304 (2011)

14-88-304. Petition of property owners to fill vacancy.

(a) When there is a vacancy on the board of commissioners of any improvement district due to the death of a commissioner or due to the fact that a commissioner has ceased to reside in the state where such a district was created by any town or city council, and in such case, if five (5) or more property owners of the district petition the city or town council, calling attention to the vacancy on the board of commissioners and requesting the appointment of a new commissioner to fill the vacancy, it shall be the duty of the council to take forthwith the necessary steps to fill the vacancy by appointment of a new commissioner, who shall be a property owner in the district.

(b) Upon the filing of a petition with the council signed by five (5) or more property owners in the district affected, reciting that any commissioner is no longer a property owner in the district, accompanied by a corroborative certificate of an abstractor, the person shall automatically cease to be a commissioner. His office is declared to be vacant from the date of filing the petition, and the council that created the district shall forthwith name as commissioner of the district to fill the vacancy the person named in the petition and recommended for commissioner of the district if the person is a property owner in the district.

HISTORY: Acts 1941, No. 74, § 1; A.S.A. 1947, § 20-117.

HIERARCHY NOTES:

Tit. 14, Subtit. 5, Ch. 88 Note

Tit. 14, Subtit. 5, Ch. 88, Subch. 3 Note

City of Fayetteville Staff Review Form

A. 2
Amend Resolution 04-11
Page 1 of 8

City Council Agenda Items
and
Contracts, Leases or Agreements

September 6, 2011

City Council Meeting Date
Agenda Items Only

Terry Gulley
Submitted By

Transportation
Division

Transportation Services
Department

Action Required:

A resolution amending Res. 04-11 by revising the award of Bid 11-03 - Curb and Gutter to authorize the subsequent use of the other bidders listed on the attached bid tabulation, based on price and availability, in the event that the primary and secondary suppliers are unavailable to complete a project.

\$ -	\$ 300,000.00	Drainage Maintenance
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5419.00	\$ 29,913.09	Transportation Improvements
Account Number	Funds Used to Date	Program / Project Category Name
11021 / 2011	\$ 270,086.91	Sales Tax Capital Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item

☒

Budget Adjustment Attached

Terry Gulley
Department Director

8-18-11
Date

Previous Ordinance or Resolution #

Paul A. Beck
City Attorney

8-19-11
Date

Original Contract Date:

Original Contract Number:

Paul A. Beck
Finance and Internal Services Director

8-19-2011
Date

08-19-11 A09:33 RCVD
Received in City
Clerk's Office

Ann Maw
Chief of Staff

8-19-11
Date

Received in
Mayor's Office



David J. Smith
Mayor

8/22/11
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Don Marr, Chief of Staff
From: Terry Gulley, Transportation Services Director *T28*
Date: September 6, 2011

Subject: A resolution amending Res. 04-11 by revising the award of Bid 11-03 - Curb and Gutter to authorize the subsequent use of the other bidders listed on the attached bid tabulation in the event that the primary and secondary suppliers are unavailable to complete a project.

PROPOSAL:

City Council approved Resolution 04-11 on January 4, 2011 awarding Bid #11-03 and authorizing the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier and Tomlinson Asphalt Co., Inc. as a secondary supplier in variable amounts as needed in calendar year 2011.

Transportation Division staff have reported occasions when neither supplier is available during the time frame necessary to complete a project. For this reason, staff proposes an amendment to Res. 04-11 to authorize the subsequent use of other bidders, in the event that the primary and secondary suppliers are both unavailable to complete a project.

RECOMMENDATION:

Staff proposes a resolution amending Res. 04-11 to authorize the subsequent use of other bidders based on price and availability, as shown on the attached bid tabulation, in addition to the primary and secondary suppliers awarded for Bid #11-03 - Curb and Gutter.

BUDGET IMPACT:

Res. 04-11 authorized the purchase of curb and gutter construction in variable amounts as needed in calendar year 2011. Funds for the acquisition of these materials and services have been budgeted in the Sales Tax Capital Improvements Fund.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 04-11 AWARDED BID #11-03 AND AUTHORIZING THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM GROUND ZERO CONSTRUCTION AS A PRIMARY SUPPLIER, TOMLINSON ASPHALT CO. INC. AS A SECONDARY SUPPLIER, AND AUTHORIZING SUBSEQUENT USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY, IN VARIABLE AMOUNTS AS NEEDED IN CALENDAR YEAR 2011 BY THE TRANSPORTATION DIVISION

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. 04-11, awards Bid #11-03 and authorizes the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier, Tomlinson Asphalt Co. Inc. as a secondary supplier, and authorizes the subsequent use of other bidders based on price and availability pursuant to Exhibit "A" to Resolution No. 04-11, as needed in calendar year 2011 by the Transportation Division.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 04-11

A RESOLUTION AWARDED BID #11-03 AND AUTHORIZING THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM GROUND ZERO CONSTRUCTION AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT CO. INC. AS A SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED IN CALENDAR YEAR 2011 BY THE TRANSPORTATION DIVISION

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

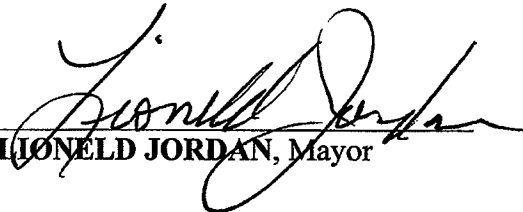
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #11-03 and authorizes the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier and Tomlinson Asphalt Co. Inc. as a secondary supplier for the unit price amounts specified in the attached Exhibit "A," as needed in calendar year 2011 by the Transportation Division.

PASSED and APPROVED this 4th day of January, 2011.

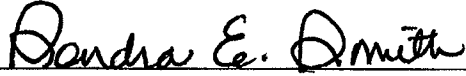
APPROVED:

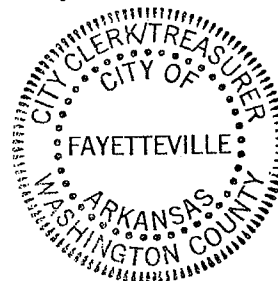
ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer





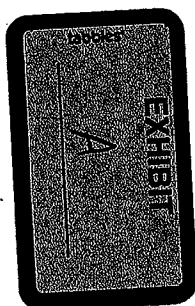
BID: 11-03
DATE: 12/10/10
2:00 PM
CITY OF FAYETTEVILLE

Bid 11-03, Curb and Gutter

Item #	Description	Estimated Quantity	Booher Construction		Fochtman Enterprises, Inc.		Ground Zero Construction		Sweetser Construction, Inc.		Tomlinson Asphalt Co., Inc.	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Hand Formed "Type A" Curb and Gutter (per specifications) - Per Linear Foot	5,000	\$11.00	\$55,000.00	\$9.40	\$47,000.00	\$8.80	\$44,000.00	\$8.90	\$44,500.00	\$9.50	\$47,500.00
2	Hand Formed "Type D" Curb and Gutter (per specifications) - Per Square Foot	1,000	\$12.00	\$12,000.00	\$10.40	\$10,400.00	\$9.50	\$9,500.00	\$9.90	\$9,900.00	\$10.50	\$10,500.00
3	Flatwork - 4" Thick (Sidewalk, Driveway Approaches, Access Ramps) - Each	10,000	\$2.75	\$27,500.00	\$3.20	\$32,000.00	\$3.00	\$30,000.00	\$3.15	\$31,500.00	\$2.90	\$29,000.00
4	Flatwork - 6" Thick (Sidewalk, Driveway Approaches, Access Ramps) - Each	10,000	\$3.25	\$32,500.00	\$4.10	\$41,000.00	\$3.50	\$35,000.00	\$3.90	\$39,000.00	\$3.80	\$38,000.00
5	Street Repair - 8" Thick (per specifications) - Per Square Foot	2,000	\$3.75	\$7,500.00	\$5.00	\$10,000.00	\$8.00	\$16,000.00	\$6.50	\$13,000.00	\$5.40	\$10,800.00
6	Drop Inlet - Max 4' Deep (per specifications) - Each	10	\$2,000.00	\$20,000.00	\$1,900.00	\$19,000.00	\$1,900.00	\$19,000.00	\$1,800.00	\$18,000.00	\$1,950.00	\$19,500.00
7	4 Foot Inlet Extension (per specifications) - Each	5	\$800.00	\$4,000.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00
TOTAL BID BASED ON ESTIMATES=				\$158,500.00		\$162,400.00		\$156,000.00		\$158,900.00		\$157,800.00

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

CERTIFIED: A. Foran Ali 12/10/10
A. Foran, Purchasing Agent WITNESS /DATE



City of Fayetteville Staff Review Form

A. 2
Amend Resolution 04-11
Page 6 of 8City Council Agenda Items
and
Contracts, Leases or Agreements

January 4, 2011

City Council Meeting Date
Agenda Items OnlyTerry Gulley
Submitted ByTransportation
DivisionTransportation Services
Department

Action Required:

A resolution awarding Bid 11-03, Curb and Gutter to Ground Zero Construction as primary supplier and Tomlinson Asphalt Co., Inc. as secondary supplier and approving the purchase of curb and gutter construction for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2011.

\$ 156,000.00	\$ 1,532,300.00	In-House Pavement Improvements
Cost of this request	600,000.00	Sidewalk Improvements
4470.9470.5417.00	Category / Project Budget	Program Category / Project Name
4470.9470.5418.00	\$ -	Transportation Improvements
Account Number	Funds Used to Date	Transportation Improvements
02052 / 1	\$ 2,132,300.00	Program / Project Category Name
02053 / 1	Remaining Balance	Sales Tax Capital Improvements
Project Number		Sales Tax Capital Improvements
		Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

Terry D. Gulley 12-15-10
Department Director Date

Previous Ordinance or Resolution # _____

Joe Skellie 12-16-10
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Behn 12-17-2010
Finance and Internal Services Director Date

Received in City 12-16-10 P03:05 RCVD
Clerk's Office

Don Man 12-20-10
Chief of Staff Date

Received in
Mayor's Office

ENTERED
12/17/10
F#

David J. Jordan 12/20/10
Mayor Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Don Marr, Chief of Staff
From: Terry Gulley, Transportation Services Director *TGG*
Date: January 4, 2011

Subject: A resolution awarding Bid 11-03, Curb and Gutter to Ground Zero Construction as primary supplier and Tomlinson Asphalt Co., Inc. as secondary supplier and approving the purchase of curb and gutter construction for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2011.

PROPOSAL:

Staff proposes a resolution awarding Bid 11-03, Curb and Gutter to Ground Zero Construction as primary supplier and Tomlinson Asphalt Co., Inc. as secondary supplier and approving the purchase of curb and gutter construction for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2011.

RECOMMENDATION:

The purchase of bulk construction materials and services is necessary to maintain the City's current infrastructure and to implement the Capital Improvement Program projects outlined in the 2011 Annual Budget & Work Program and five-year Capital Improvement Program plan.

Sealed formal bids for curb and gutter construction were publicly read and the results are attached to this memo.

Bid 11-03: Staff recommends awarding the curb and gutter construction bid to Ground Zero Construction as primary supplier and Tomlinson Asphalt Co., Inc. as secondary supplier for use on an "as needed" basis, in the event that the primary supplier cannot supply the necessary materials or services within the time frame required to complete a project.

BUDGET IMPACT:

Funds for the acquisition of these materials and services have been budgeted in the In-House Pavement Improvements and Sidewalk Improvements capital projects. Sufficient funding is available for the 2011 purchases.

Attached: Bid 11-03 Curb and Gutter

City Council Agenda Items
and
Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
Agenda Items Only

John Coleman

Submitted By

Sustainability & Strategic Planning

Division

Sustainability & Strategic Planning

Department

Action Required:

Change Order #1: Increase the the "not to exceed" total for Resolution 70-11 HVAC Services by \$9,557.55 for a total contract value of \$71,794.55 plus 10% contingency. This is for the Community Revolving Loan Fund and is funded by Energy Efficiency and Conservation Block Grant funds.

Vendor is Multi-Craft

\$ 9,557.55

Cost of this request

NTE \$220,000.00/5 contracts

Category / Project Budget

Energy Block Grant

Program Category / Project Name

2240.9240.5342.99

Account Number

\$

195.00

Funds Used to Date

Energy Block Grant

Program / Project Category Name

09011.0020

Project Number

NTE \$220,000.00/5 contracts

Remaining Balance

Energy Block Grant

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

8/5/11
Date

Previous Ordinance or Resolution #

RES 70-11

Original Contract Date:

5/3/2011

Original Contract Number:

2187

City Attorney

8/16/11
Date

Finance and Internal Services Director

8-17-2011
DateReceived in City
Clerk's Office

08-09-11 ADA: 19 RCVD

King

Chief of Staff

8-16-11
DateReceived in
Mayor's OfficeENTERED
8/16/11
77

Mayor

8/16/11
Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

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

CORRESPONDENCE

TO: Lioneld Jordan, Mayor
FROM: John Coleman, Director of Sustainability & Strategic Planning *JC*
Thru: Don Marr, Chief of Staff
DATE: August 5, 2011
SUBJECT: Change Order #1: Resolution 70-11 HVAC & Repair Services

Description

Using funds from the Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act (ARRA), the City has allocated \$220,000 to create the Community Revolving Loan Fund. This Fund provides low interest loans to non-profits to perform energy efficiency and renewable energy improvements for which they payback using the energy savings.

The purpose of this resolution is to increase the "not to exceed" total for Resolution 70-11 for Heating, Ventilation & Air Conditioning Services by \$9,557.55. Due to changes in the scope of work, it is recommended the not to exceed total increase to a total of \$71,794.55 plus 10% contingency.

Budget Impact

Contract costs will be paid for by Energy Efficiency and Conservation Block Grant funding as obtained by the City of Fayetteville in September 2009. Combined, Bids 11-22, 11-23, 11-25, 11-33, and 11-34 will not exceed \$220,000 without further approval from the City Council.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 70-11 AWARDED BID #11-22 AND AUTHORIZING A CONTRACT WITH MULTI-CRAFT CONTRACTORS, INC. IN THE AMOUNT OF \$71,794.55, PLUS A TEN PERCENT (10%) CONTINGENCY, FOR HVAC AND REPAIR SERVICES RELATED TO ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDED COMMUNITY REVOLVING LOAN FUND PROJECTS

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. 70-11, awards Bid #11-22 and authorizes a contract with Multi-Craft Contractors, Inc. in the amount of \$71,794.55, plus a ten percent (10%) contingency, for HVAC and repair services related to Energy Efficiency and Conservation Block Grant funded Community Revolving Loan Fund projects.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 70-11

A RESOLUTION AWARDING BID #11-22 AND AUTHORIZING A CONTRACT WITH MULTI-CRAFT CONTRACTORS, INC. IN AN AMOUNT NOT TO EXCEED \$62,237.00 FOR HVAC AND REPAIR SERVICES RELATED TO ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT FUNDED COMMUNITY REVOLVING LOAN FUND PROJECTS

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

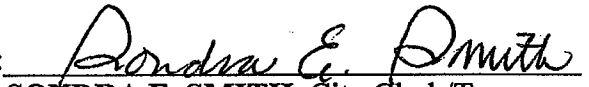
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #11-22 and authorizes a contract with Multi-Craft Contractors, Inc. in an amount not to exceed \$62,237.00 for HVAC and repair services related to Energy Efficiency and Conservation Block Grant funded Community Revolving Loan Fund projects.

PASSED and APPROVED this 3rd day of May, 2011.

APPROVED:

By: 
LIONEL JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Staff Review Form

A. 4
 Bid #11-45 Scurlock
 Industries of Fayetteville, Inc.
 Page 1 of 6

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

September 6, 2011
 City Council Meeting Date
 Agenda Items Only

Matt Mihalevich

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Approval of a resolution awarding Bid #11-45 and approving the purchase of precast box culvert sections from Scurlock Industries of Fayetteville in the amount of \$105,529.50 plus sales tax in the amount of \$9,761.48 for a total contract amount of \$115,290.98 for installation on the U of A Farm Trail to create a pedestrian tunnel under Garland Avenue. Approval of a 5% contingency in the amount of 5,764.55 is also requested.

\$ 115,290.98	\$ 776,574.00	Transportation Bond Trail Improvements
Cost of this request	Category / Project Budget	U of A Farm Trail (Scul Creek / Agri Park)
		Program Category / Project Name
4520.9550.5814.05	\$ 225,014.42	Trail Improvements
Account Number	Funds Used to Date	Program / Project Category Name
06036 / 1002	\$ 551,559.58	Sales Tax Construction Bond
Project Number	Remaining Balance	Fund Name

Budgeted Item

☒

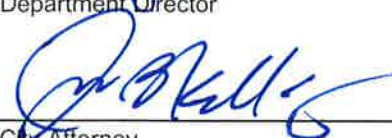
Budget Adjustment Attached

☐

 Department Director

 08-18-2011
 Date

Previous Ordinance or Resolution #


 City Attorney

 8-18-11
 Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director

 8-19-2011
 Date

 Received in City
 Clerk's Office

08-13-11 P03:14 RCVD


 Chief of Staff

 8-20-11
 Date

 Received in
 Mayor's Office


 Mayor

 8/22/11
 Date


Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Matt Mihalevich, Trails Coordinator *mm*

Date: August 18th, 2011

Subject: U of A Farm Trail – Precast Box Culvert Bids

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid #11-45 and approving the purchase of precast box culvert sections from Scurlock Industries of Fayetteville in the amount of \$105,529.50 plus sales tax in the amount of \$9,761.48 for a total contract amount of \$115,290.98 for installation on the U of A Farm Trail to create a pedestrian tunnel under Garland Avenue. Approval of a 5% contingency in the amount of 5,764.55 is also requested.

PROPOSAL:

The U of A Farm Trail is a 2.3 mile trail connecting the new bike lanes on Mt. Comfort Road east under I-540 across the U of A Farm to connect to Scull Creek Trail (see attached site plan). This highly requested trail will provide a safe alternative transportation route for the numerous residents and businesses west of I-540. The new trail will include a tunnel for safe crossing under Garland Avenue (Highway 112). The tunnel will be located just south of Knapp Street near the Pauline Whitaker Animal Science Arena. The City's in-house trails construction crew has been working diligently on the trail project and will install the tunnel using the precast box culvert sections from this bid.

BUDGET IMPACT:

Funds for the purchase of the precast box culvert sections have been budgeted as part of the Transportation Bond Trail Development Program.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #11-45 AND APPROVING A CONTRACT WITH SCURLOCK INDUSTRIES OF FAYETTEVILLE, INC. IN THE AMOUNT OF \$115,290.98 FOR THE PURCHASE OF PRECAST BOX CULVERT SECTIONS FOR INSTALLATION ON THE UNIVERSITY OF ARKANSAS FARM TRAIL, AND APPROVING A FIVE PERCENT (5%) PROJECT 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 awards Bid #11-45 and approves a contract with Scurlock Industries of Fayetteville, Inc. in the amount of \$115,290.98 for the purchase of precast box culvert sections for installation on the University of Arkansas Farm Trail.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a five percent (5%) project contingency.

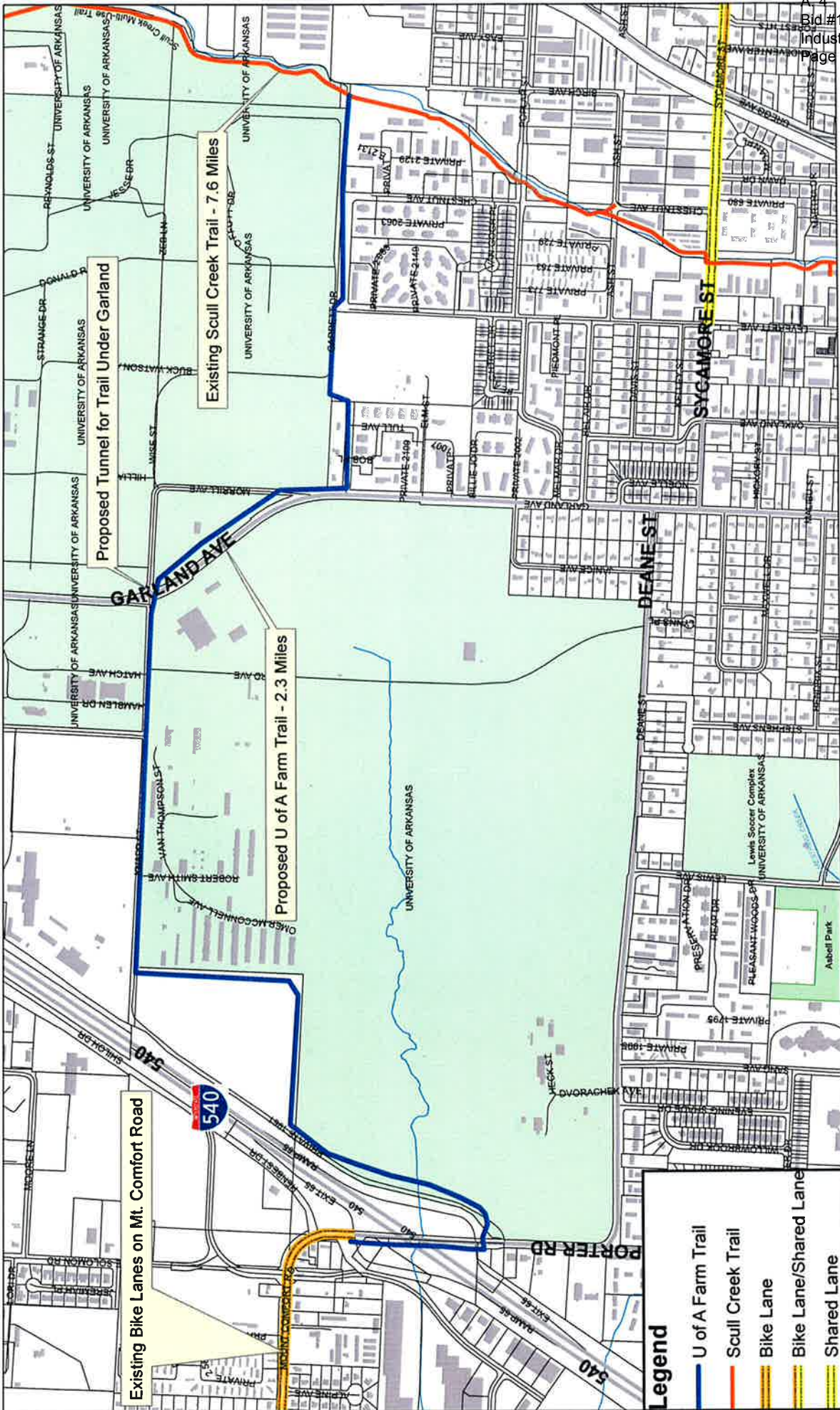
PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



U of A Farm Trail
 2.3 Miles

City Of Fayetteville										Requisition No.:	Date:
Vendor #: 17158										P.O. Number:	8/17/2011
Address:										Expected Delivery Date:	
Vendor Name: Scurlock Industries of Fay, Inc.										Mail Yes:	No:
Fob Point:										Taxable Yes:	No:
City:										Ship to code: 104	Quotes Attached No:
State:										Division Head Approval:	No:
Requester's Employee #: 2283										Extension:	No:
Requester: Ginny Gundlach / Matt Mihalevich										Project/Subproject #: 489	Fixed Asset #
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1	Precast Concrete Box Culverts for U of A Farm Trail	270	LF	\$390.85	\$105,529.50	4520.9550.5814.05	06036.1002				
2					\$0.00						
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
Special Instructions:										Subtotal:	\$105,529.50
Per Bid 11-45 and Res. _____										Tax:	\$9,761.48
										Total:	\$115,290.98
Approvals: _____ Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____										Purchasing Manager: _____ IT Manager: _____ Other: _____	



BID: 11-45
DATE: 08/10/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 11-45, Precast Concrete Box Culverts

BIDDER	Price Per		TOTAL BASE BID	
	Linear Feet	Linear Foot		
1 Apex Precast Products	270.00	\$ 509.50	\$137,565.00	
2 Hanson Pipe & Precast, Inc.	270.00	\$ 840.00	\$226,800.00	
3 Scurlock Industries of Fayetteville, Inc.	270.00	\$ 390.85	\$105,529.50	

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

CERTIFIED: P. Vice P. VICE, PURCH MGR
WITNESS: A. Green DATE: 8/10/11

City of Fayetteville Staff Review Form

A. 5
 Bid #11-48 Southwest Fence
 Company Inc.
 Page 1 of 8

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

September 6, 2011
 City Council Meeting Date
 Agenda Items Only

Matt Mihalevich
 Submitted By

Engineering
 Division

Development Services
 Department

Action Required:

Approval of a resolution awarding Bid #11-48 and approving the installation of fencing by Southwest Fence Company Inc. of Little Rock in the amount of \$50,859.56 plus sales tax in the amount of \$4,704.51 for a total contract amount of \$55,564.07 for installation along the U of A Farm Trail. Approval of a 15% contingency in the amount of \$8,334.61 is also requested.

\$ <u>55,564.07</u>	\$ <u>776,574.00</u>	Transportation Bond Trail Improvements
Cost of this request	Category / Project Budget	U of A Farm Trail (Scully Creek / Agri Park)
		Program Category / Project Name
<u>4520.9550.5814.05</u>	\$ <u>225,014.42</u>	Trail Improvements
Account Number	Funds Used to Date	Program / Project Category Name
<u>06036 / 1002</u>	\$ <u>551,559.58</u>	Sales Tax Construction Bond
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

[Signature] 08-18-2011
 Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 8-18-11
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Behr 8-19-2011
 Finance and Internal Services Director Date

Received in City
 Clerk's Office

08-13-11 P03:14 RCVD
 Kim S.

[Signature] 8-20-11
 Chief of Staff Date

Received in
 Mayor's Office

ENTERED
 8/19/11
 PH

[Signature] 8/22/11
 Mayor Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Matt Mihalevich, Trails Coordinator *MM*

Date: August 18th, 2011

Subject: U of A Farm Trail – Fence Bids

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid #11-48 and approving the installation of fencing by Southwest Fence Company Inc. of Little Rock in the amount of \$50,859.56 plus sales tax in the amount of \$4,704.51 for a total contract amount of \$55,564.07 for installation along the U of A Farm Trail. Approval of a 15% contingency in the amount of \$8,334.61 is also requested.

PROPOSAL:

The U of A Farm Trail is a 2.3 mile trail connecting the new bike lanes on Mt. Comfort Road east under I-540 across the U of A Farm to connect to Scull Creek Trail (see attached site plan). This highly requested trail will provide a safe alternative transportation route for the numerous residents and businesses west of I-540. Fencing is necessary along the new trail in several locations to increase the safety and security of the trail.

Several different fencing types are necessary for the project including 6' chain link fence, removal and relocation of 5' tall 3-rail white PVC/vinyl fence, 4' tall black vinyl coated chain link fence, and 6' tall wood privacy fence. The quantities and types of each fence are included in the attached bid form.

BUDGET IMPACT:

Funds for the installation of the fencing have been budgeted as part of the Transportation Bond Trail Development Program.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #11-48 AND APPROVING A CONTRACT WITH SOUTHWEST FENCE COMPANY INC. OF LITTLE ROCK IN THE AMOUNT OF \$55,564.07 FOR THE INSTALLATION OF FENCING ALONG THE UNIVERSITY OF ARKANSAS FARM TRAIL, AND APPROVING A FIFTEEN PERCENT (15%) PROJECT 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 awards Bid #11-48 and approves a contract with Southwest Fence Company of Little Rock in the amount of \$55,564.07 for the installation of fencing along the University of Arkansas Farm Trail.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a fifteen percent (15%) project contingency.

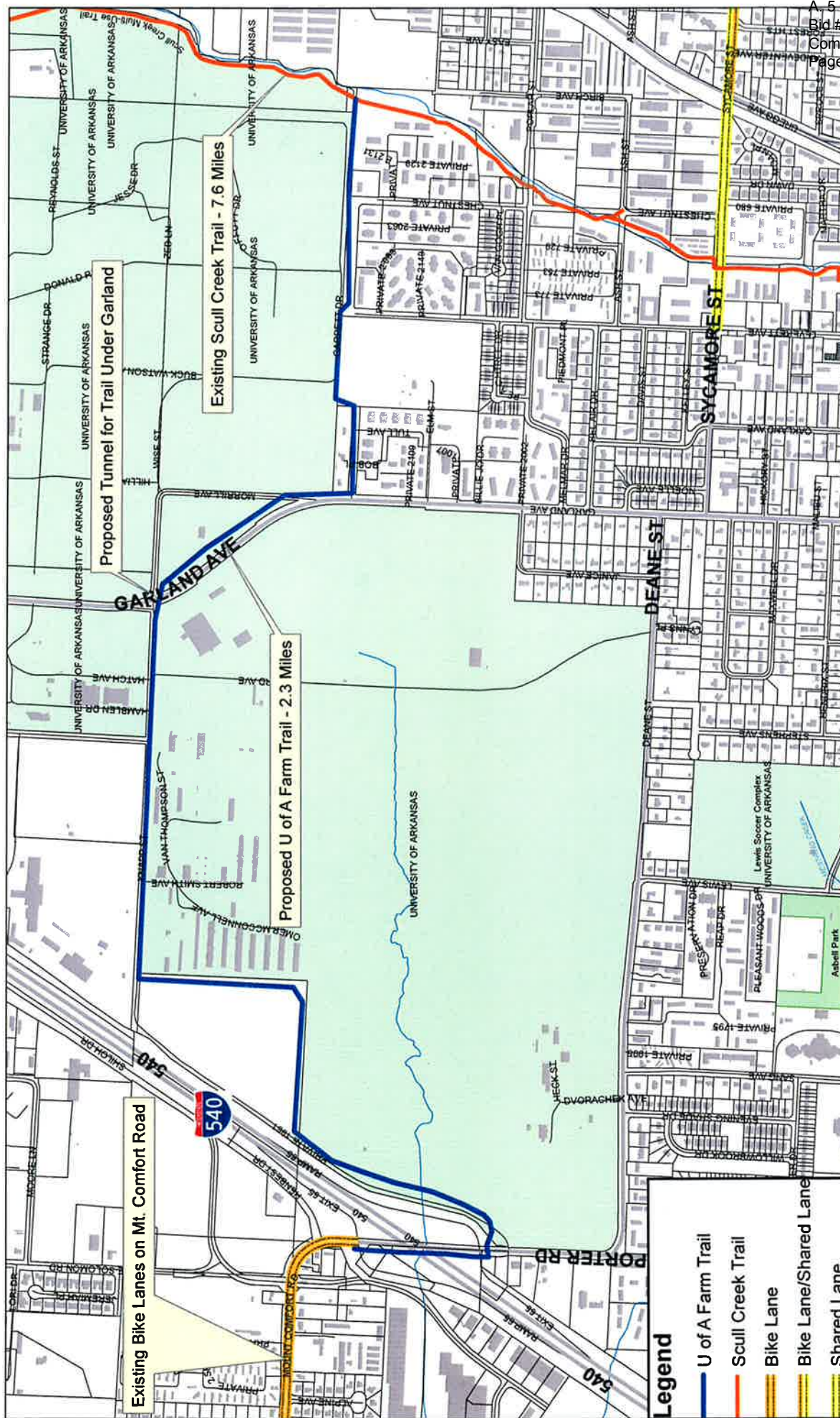
PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



U of A Farm Trail
2.3 Miles



City of Fayetteville
 Bid 11-48, Construction - Trail Fence Installation
 Bid Form

Bid Form: Bid 11-48, Construction - Trail Fence Installation				A	B	C = (A x B)
Line Item	Description	Linear Feet		Bid price per linear foot	Total cost per line item	
1	Install new 6' tall Chain Link Fence	2,243	x	1050	\$ 2355150	
2	Remove & Relocate 5' tall 3-rail White PVC/Vinyl Fence, Reuse Existing Material	439	x	600	263400	
3	Install new 5' tall 3-rail White PVC/Vinyl Fence, Match Existing	41	x	1200	49200	
4	Install new 4' tall Black Vinyl Coated Chain Link Fence	700	x	1430	1001000	
5	Install new 6' tall Wood Privacy Fence	1,181	x	1200	\$ 1417200	
*TOTAL BASE BID (Sum of Items 1-5)					\$ 50,85950	
All prices bid shall include complete turn key cost, including but not limited to labor, materials, bonds, taxes, insurance, overhead, profit, Davis-Bacon wage rate requirements, etc.						
**Bid bond required on 5% of "Total Base Bid". A 100% Performance and Payment bond is required for the entire amount of the contract within ten days after notice of contract award.						
Name of Contractor: <u>Southwest Fence Co. Inc.</u>						

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 the 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.

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

*NAME OF FIRM: Southwest Fence Co. Inc.
 Purchase Order and Payments shall be issued to this name

*BUSINESS ADDRESS: P.O. Box 190444 Little Rock, AR 72219
THIS BID FORM CONTINUES ON THE NEXT PAGE. . .



BID: 11-48
DATE: 08/12/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 11-48, Construction - Trail Fence Installation

BIDDER	TOTAL BASE BID
1 Dacus Fence Co., Inc	\$51,234.50
2 Modern Fence and Supply Co.	\$67,219.02
3 Southwest Fence Co.	\$50,859.56

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

CERTIFIED: P. Vice P. VICE, PURCH MGR
WITNESS: Julie Paladino
DATE: 8-12-11

City Of Fayetteville

Requestion No.:										Date:							
P.O Number:										9/6/2011							
Expected Delivery Date:																	
Vendor #: 21321										Vendor Name: Southwest Fence Co							
Address:										Fob Point:							
City:										State:							
Requester: Ginny Gundlach / Matt Mihalevich										Requester's Employee #: 2283							
Item Description										Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	U of A Farm Trail Fence Installation									1	LOT	\$50,859.56	\$50,859.56	4520.9550.5814.05	06036.1002		
2													\$0.00				
3													\$0.00				
4													\$0.00				
5													\$0.00				
6													\$0.00				
7													\$0.00				
8													\$0.00				
9													\$0.00				
10													\$0.00				
Special Instructions:																	
Per Bid 11-48 and Res. _____																	
Subtotal: \$50,859.56																	
Tax: \$4,704.51																	
Total: \$55,564.07																	
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

A. 6
Deane Street Right
of Way Donation
Page 1 of 12

City Council Agenda Items
and
Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
Agenda Items Only

Chris Brown ^{eb}

Submitted By

Engineering

Division

Development Services

Department

Action Required:

A resolution authorizing the donation of right-of-way along Deane Street in conjunction with the Garland Avenue (North Street to Melmar) project, containing a total of 0.04 acres and being all of Parcel No. 765-05204-001, and to authorize the Mayor to execute deeds and any other necessary papers to effect a transfer of ownership of this property and easement rights to the Arkansas State Highway Commission.

\$0

Cost of this request

\$ 160,000.00

Category / Project Budget

Transportation Bond Improvements

Program Category / Project Name

4470.9470.5314.00

Account Number

\$ 32,051.72

Funds Used to Date

Street Improvements

Program / Project Category Name

06035.2250

Project Number

\$ 127,948.28

Remaining Balance

Sales Tax Construction

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

Jim C. Mac
Department Director

08-18-2011
Date

Previous Ordinance or Resolution #

Chris Kelley
City Attorney

8-18-11
Date

Original Contract Date:

Original Contract Number:

Paul a. Bahr
Finance and Internal Services Director

8-19-2011
Date

Received in City Clerk's Office
08-13-11 P03:32 RCVD
WJ

Don Man
Chief of Staff

8-20-11
Date

Received in
Mayor's Office



Frederick Jones
Mayor

8/22/11
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

Council Meeting of September 6, 2011

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *J*
Chris Brown, City Engineer *CB*

From: Holly Jones, Land Agent *HJ*

Date: August 18, 2011

Subject: A resolution authorizing the donation of right-of-way along Deane Street, containing a total of 0.04 acres and being all of Parcel No. 765-05204-001, and to authorize the Mayor to execute deeds and any other necessary papers to effect a transfer of ownership of this property and easement rights to the Arkansas State Highway Commission.

PROPOSAL:

In conjunction with the Garland Avenue (North Street to Melmar) widening project, AHTD is requesting the donation of right-of-way from one City-owned property. AHTD is requesting 0.04 acres of right-of-way along the south side of Deane Street known as Parcel No. 765-05204-001 (Tract 35). The city acquired this property in 1997 to widen the intersection of Deane and Garland and add the turn lane. AHTD is requesting that the right-of-way be conveyed to them by deed (copy attached).

RECOMMENDATION:

Staff recommends Council approval of the donation of right-of-way to the Arkansas State Highway Commission.

BUDGET IMPACT:

AHTD is requesting all of this as a donation (no compensation).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING DONATION OF RIGHT OF WAY ALONG DEANE STREET CONTAINING A TOTAL OF 0.04 ACRES AND BEING A PART OF PARCEL NO. 765-05204-001 TO THE ARKANSAS STATE HIGHWAY COMMISSION AS PART OF THEIR GARLAND AVENUE IMPROVEMENT PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the donation of right of way along Deane Street containing a total of 0.04 acres and being a part of Parcel No. 765-05204-001 to the Arkansas State Highway Commission as part of their Garland Avenue Improvement Project.

Section 2: That the Mayor is authorized to execute all deeds and agreements necessary to effectuate the donation.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Record 3 of 8 Last Updated 08/08/11

Parcel Number: **765-05204-001** Prev. Parcel Number: **765-05204-000** Type: **EX**

Location:

Owner Name: **CITY OF FAYETTEVILLE**Mailing Address: **113 W MOUNTAIN ST FAYETTEVILLE AR 72701-6083**

Lot:

Block:

S-T-R: **05-16-30**Addition: **EVERETT ADD**School District: **FAYETTEVILLE SCH, FAY**Tax District: **011**City: **FAYETTEVILLE**Legal: **RIGHT OF WAY**

Current Year A79 Credit Status:

Last Appraised: **2004**

	Appraised Value	Taxable Value
Land	0	0
Improvement	0	0
Total	0	0

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	A79 Status	Net Total Tax	Total Tax Paid	Payment Status
2010	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2009	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2008	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2007	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2006	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
2005	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2004	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2003	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2002	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID
2001	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	PAID

Deed History

Date	Deed Ref.	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
5/31/1997	<u>97-33055</u>	CITY OF FAYETTEVILLE		WD	0	0.00
KAC 97-33055 WD NO REV FILED 5-23-97 FROM #000, KINTER						

[Next Item](#) |
 [Previous Item](#) |
 [Ledger Card](#) |
 [Prev. Ledger Card](#) |
 [Plat](#) |
 [GIS Parcel Map](#) |
 [Return to Search Results](#) |
 [Modify Search](#) |
 [New Search](#)

A part of the East Half (E½) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Five (5), Township Sixteen (16) North, Range Thirly (30) West, more particularly described as follows: Commencing at the Southeast corner of said Section 5; thence West 30 43 feet; thence North 00° 03' 00" East 298 79 feet to the Point of Beginning, thence North 00° 03' 00" East 12 00 feet, thence North 89° 41' 31" West 210 05 feet, thence South 00° 03' 00" West 8 00 feet, thence South 89° 41' 31" East 100.00 feet, thence South 87° 36' 38" East 110.14 feet to the Point of Beginning, said parcel being located on the North side of Lots One (1) and Two (2) and the North side of the East Half of Lot Three (3) in Everett's Addition in the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said parcel containing 1,900 square feet, more or less. The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

365
326

04A

Deane Street Right of Way
Parcel No. 765-05204-000

WARRANTY DEED
An Unmarried Person

BE IT KNOWN BY THESE PRESENTS:

THAT I, Kathleen E. Kinter, an unmarried person, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

FILED FOR RECORD
97 MAY 23 AM 11 08
WASHINGTON CO AR
K. HARRISS

A part of the East Half (E½) of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Five (5), Township Sixteen (16) North, Range Thirty (30) West, more particularly described as follows: Commencing at the Southeast corner of said Section 5; thence West 30.43 feet; thence North 00° 03' 00" East 298.79 feet to the Point of Beginning; thence North 00° 03' 00" East 12.00 feet; thence North 89° 41' 31" West 210.05 feet; thence South 00° 03' 00" West 8.00 feet; thence South 89° 41' 31" East 100.00 feet; thence South 87° 36' 38" East 110.14 feet to the Point of Beginning, said parcel being located on the North side of Lots One (1) and Two (2) and the North side of the East Half of Lot Three (3) in Everett's Addition in the City of Fayetteville, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said parcel containing 1,900 square feet, more or less. The bearings for this description are based on the City of Fayetteville Global Positioning Satellite System, which may vary from the bearing system previously used in describing the subject property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor, hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this 21 day of May, 1997.


Kathleen E. Kinter

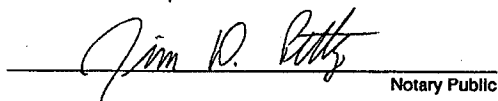
ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

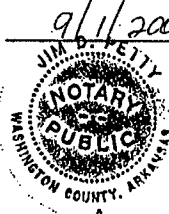
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Kathleen E. Kinter, surviving spouse of George Kinter, and formerly Kathleen E. McKinstry, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

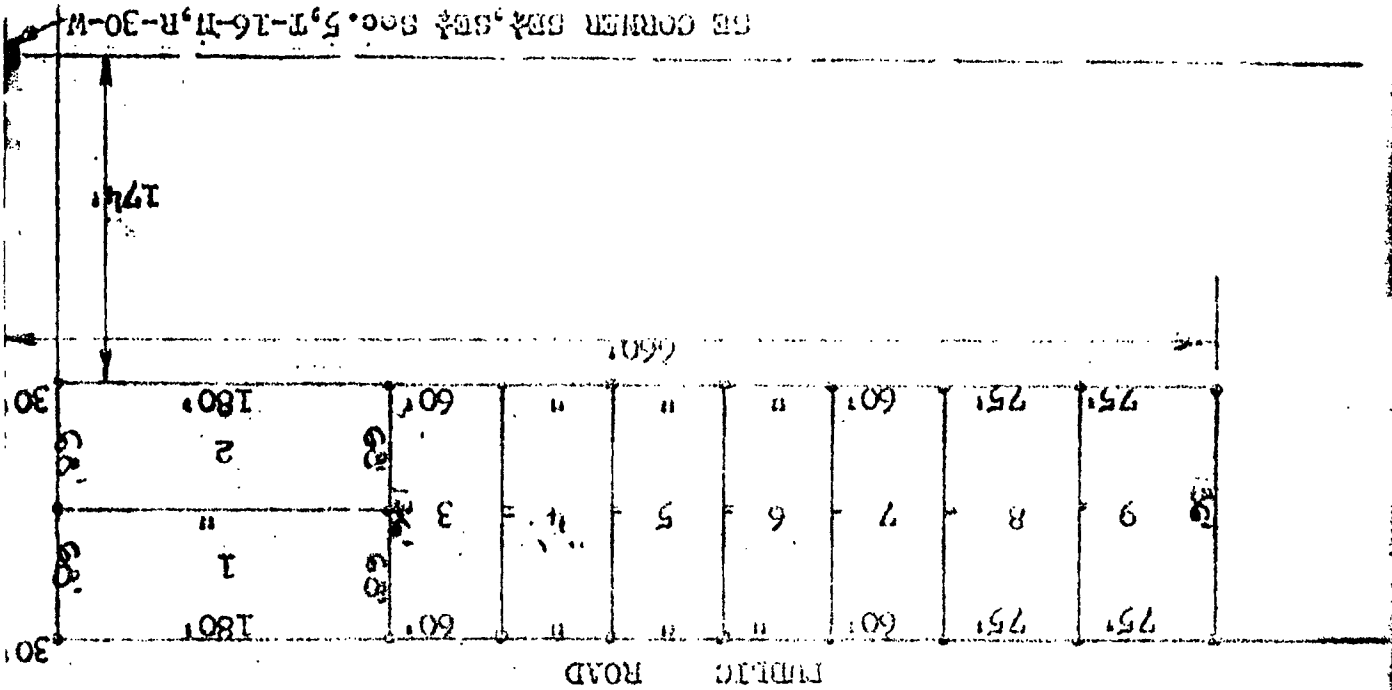
WITNESS my hand and seal on this 21 day of May, 1997.


Notary Public

MY COMMISSION EXPIRES:



97-33055



185

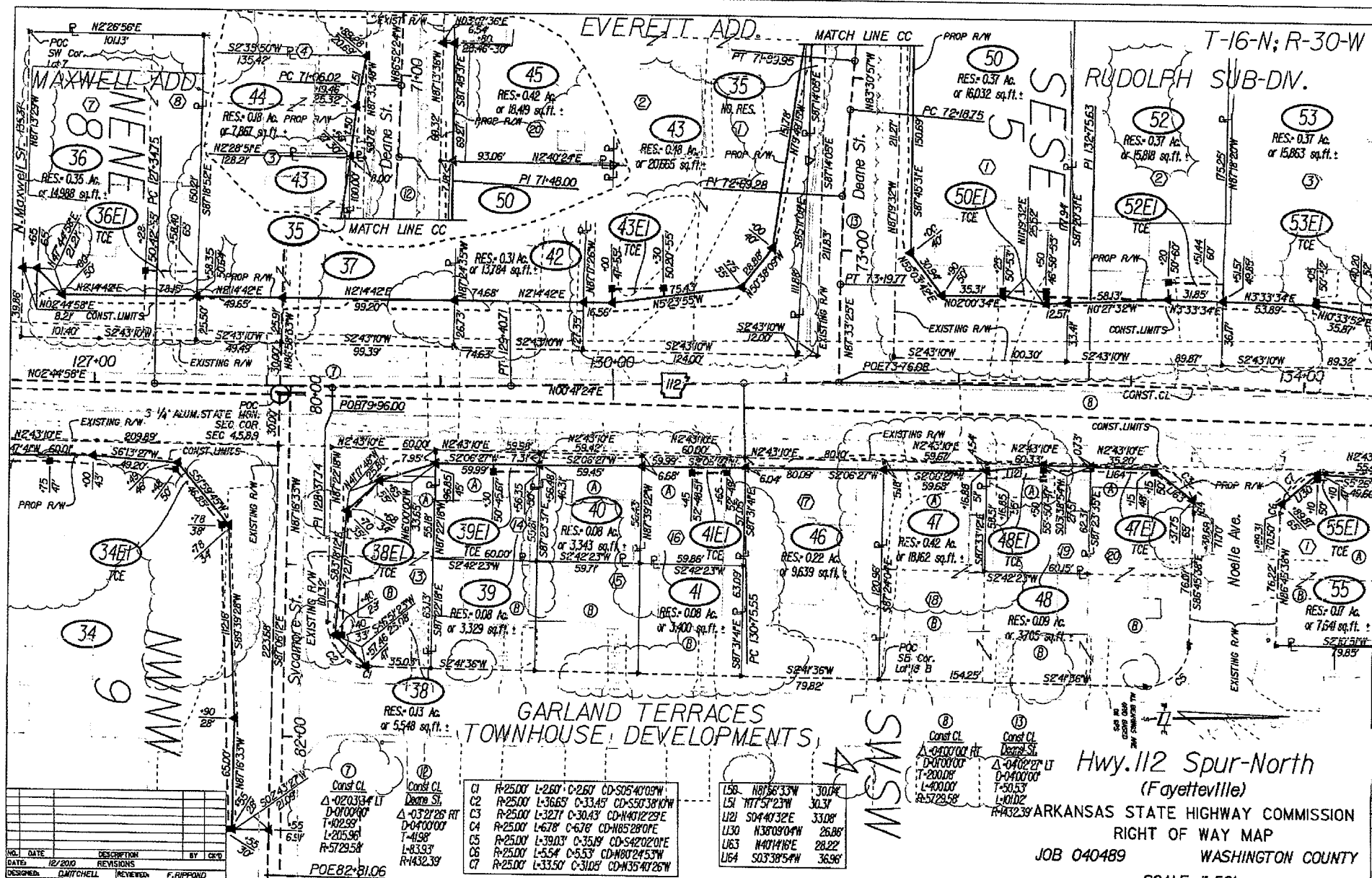
Fayette Addition

WILLIAM J. BREWER
CINCINNATI, OHIO

JUL 23 2 41 PM 1930

FILED

of the lot, the SEC. 5, T-16-N, R-30-W, described as follows: Beginning at a point which is 174' feet north of the southeast corner of the lot, thence south 136' feet, thence west 660' to the place of beginning. Containing 2 acres more or less.



Job No. 040489
Tract No. 35

**WARRANTY DEED
DONATION**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, Arkansas, Grantor, by its Mayor, Lioneld Jordan, duly certified by and authorized at a meeting of the City Council of the City of Fayetteville which was duly called and held on the ____ day of _____, 2011, at which meeting a quorum was present and acting for and in consideration of the mutual benefits inuring to the Grantor and the Arkansas State Highway Commission, Grantee, and to the public, the undersigned for and on behalf of said Grantor does hereby agree, without any remuneration or monetary consideration, to donate to the Arkansas State Highway Commission, Grantee, and unto its successors and assigns, upon the terms and conditions hereinafter set forth, the following lands situated in the County of Washington, State of Arkansas, to-wit:

Part of Lots 1 and 3 of Everett Addition to the City of Fayetteville, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a 3 ¼ inch Aluminum State Monument being used as the Section Corner for Section's 4, 5, 8 and 9; thence North 86° 58' 33" West along the South line of the Southeast Quarter of the Southeast Quarter of Section 5 a distance of 30.00 feet to a point on the Westerly right of way line of State Highway 112 as established by AHTD Job 9248; thence North 02° 43' 10" East along said right of way line a distance of 298.02 feet to the POINT OF BEGINNING; thence North 85° 11' 08" West a distance of 111.88 feet to a point; thence North 87° 14' 05" West a distance of 100.00 feet to a point; thence North 02° 28' 51" East a distance of 8.00 feet to a point on the Southerly right of way line of Deane Street as established by the Plat of Everett Addition to the City of Fayetteville as recorded in Plat Book 1, Page 185; thence South 87° 14' 05" East along said right of way line a distance of 211.83 feet to a point on the Westerly right of way line of State Highway 112 as

 This instrument was prepared by
J. Ted Blagg, Title Attorney
Arkansas State Highway and Transportation Dept.
P.O. Box 2261, Little Rock, Arkansas 72203

established by AHTD Job 9248; thence South 02° 43' 10" West along said right of way line a distance of 12.00 feet to the point of beginning and containing 0.04 acres or 1,918 square feet more or less as shown on plans prepared by the AHTD referenced as Job 040489.
DCM 11/8/10

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission, Grantee, and unto its successors and assigns forever.

And the Grantor hereby covenants with Grantee that Grantor will forever warrant and defend the title to said lands against all lawful claims, whatsoever.

In Accordance with Public Law 91-646 as Amended by Public Law 100-17, Title III, Section 301, et seq. of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor is entitled to receive an appraisal to establish the value of the lands donated by it as well as just compensation for such donation. Grantor does hereby waive receipt of said authorized appraisal of the lands donated and does hereby waive all of its right to any compensation or monetary remuneration for the property donated by it and described herein.

Grantor further, by executing this Donation Warranty Deed, does hereby release and relinquish all of their right to an appraisal, compensation or other consideration for such donation; and Grantor does hereby release and relinquish all claims, causes of action or any obligation of the **Arkansas State Highway Commission** arising out of or in connection with this donation.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused these presents to be executed by its Mayor on this ____ day of _____, 2011.

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

A C K N O W L E D G M E N T

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, appeared the within named Lioneld Jordan, he being the Mayor of the City of Fayetteville, Arkansas, and who had been designated by said Municipal Corporation to execute the above instrument, to me personally well known, who stated that he was the Mayor of said city, a Municipal Corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and on the behalf of said Municipal Corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on this ____ day of _____, 2011.

, Notary Public

My Commission Expires: _____

City of Fayetteville Staff Review Form

A. 7
FTN Associates Ltd.
Page 1 of 20

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

9/6/2011

City Council Meeting Date
Agenda Items Only

Sarah Wrede

Engineering

Development Services

Submitted By

Division

Department

Action Required:

A resolution to award a contract to FTN Associates in the amount of \$201,100.00 to update the Drainage Criteria Manual for the City of Fayetteville.

\$ 201,100.00

Cost of this request

\$ 326,464.00

Category / Project Budget

Stormwater Quality Mgmt/Nutrient Reduct

Program Category / Project Name

4470.9470.5817.00

Account Number

\$ 76,368.14

Funds Used to Date

Bridge & Drainage Improvements

Program / Project Category Name

02097.1

Project Number

\$ 250,095.86

Remaining Balance

Sales Tax Capital Improvement

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

08-19-2011
Date

Previous Ordinance or Resolution #

City Attorney

8-19-11
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

8-19-2011
Date

Received in City 08-19-11 P01:41 RCVD
Clerk's Office

Chief of Staff

8-20-11
Date

Received in
Mayor's Office

Mayor

8/22/11
Date

ENTERED
8/19/11
211

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Sarah Wrede, Staff Engineer *SMW*

Date: August 19, 2011

Subject: A resolution to award a contract to FTN Associates in the amount of \$201,100.00 to update the Drainage Criteria Manual for the City of Fayetteville.

PROPOSAL: Engineering staff provides technical review and support for all development within the City including reviews for compliance with the City's storm water runoff standards and ordinances through use of the City's Drainage Criteria Manual. The current Drainage Criteria Manual was developed in January 1995 and revised in 1998. Since that time, new computer design methods, drainage materials and methods, and other new technologies have been developed.

Secondly, the Home Depot Foundation/SCI Pilot Cities Grant in the amount of \$500,000 was received by the City in 2010. The grant, which includes funding to complete an affordable housing project, develop a sustainability initiative, and perform an assessment of current sustainability efforts, was accepted by Resolution No. 110-10 on June 15, 2010. As part of the matching funds for the Grant, the City agreed to develop a Low Impact Development technical engineering manual. This manual was to be supplement and provide technical guidance for implementation of the City's Low Impact Development Ordinance.

As the scope of work for the LID technical manual was being prepared, it became apparent that the existing Drainage Criteria Manual as written was not compatible with LID in many respects, and that development of an LID Manual would be difficult without concurrent changes to the existing Drainage Criteria Manual. Therefore, the scope of work was modified to include a complete revision of the Drainage Criteria Manual, which will include a chapter dedicated to Low Impact Development. The updated Manual will better accommodate the latest engineering design practices and methods, and will fully integrate LID methods into the drainage design process.

The City issued a request for qualifications for this manual, held a selection committee, short listed three qualified firms for phone interviews, and selected FTN Associates and their project team, which includes AMEC Earth and Environmental, Inc., the Low Impact Development Center, Inc., and EB LandWorks. The proposed project timeline is 49 weeks.

RECOMMENDATION: Staff recommends approval of a resolution to award a contract to FTN Associates in the amount of \$201,100.00 to develop a Drainage Criteria Manual to include Low Impact Development Criteria Guidance for the City of Fayetteville.

BUDGET IMPACT: Currently, there is \$250,095.86 remaining in the Stormwater Quality Mgmt/Nutrient Reduction account that has been designated for use to fund projects that improve stormwater quality in the City of Fayetteville. This project will be paid for from these funds.

Attachments:

Staff Review Form

Resolution No. 110-10

Proposal and Scope of Work from FTN Associates, Ltd

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT
WITH FTN ASSOCIATES LTD. IN THE AMOUNT OF \$201,100.00 FOR THE
UPDATING OF THE CITY'S DRAINAGE CRITERIA MANUAL**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional services contract with FTN Associates Ltd. in the amount of \$201,100.00 for the updating of the City's drainage criteria manual.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



124 W Sunbridge Drive, Suite 3 • Fayetteville, AR 72703 • (479) 571-3334 • FAX (479) 571-3338

August 23, 2011

Via email swrede@ci.fayetteville.ar.us

Ms. Sarah Wrede
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701-6069

RE: Proposal for Drainage Criteria Guidance Manual, including Low Impact Development Criteria
City of Fayetteville, Arkansas
FTN No. P4370-11-01R

Dear Ms. Wrede:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide consulting engineering services related to developing the Drainage Criteria Guidance Manual, or DCM, including Low Impact Development (LID) Criteria (the Project) for the City of Fayetteville, Arkansas.

Our Basic Services will generally consist of review of data, conducting a kickoff meeting, providing assistance with the stakeholder involvement process as requested by the City of Fayetteville, revising and tailoring the selected available Drainage Criteria Manuals (based on sources identified by the City of Fayetteville and the FTN Team), developing the LID Chapter, performing staff training, and performing general coordination, all as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B), which are attached to this letter. We will also furnish such Additional Services as the City of Fayetteville may request.

The City of Fayetteville is expected to furnish us with full information as to requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that the City of Fayetteville provide information concerning the potential health and/or physical hazards present for the Project to which FTN employees could be exposed. This information (i.e., Material Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

Our fee for Basic Services will be based on time and materials using the 2011 Fee Schedule for the City of Fayetteville (Exhibit C) for services rendered by our principals and employees engaged directly on the Project. The total fee for Basic Services will not exceed \$200,100. Additional Services will be charged on the basis of time and materials using the 2011 Fee Schedule for the City of Fayetteville (Exhibit C). Additional Services will be approved by the City of Fayetteville prior to proceeding. 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 or the City of Fayetteville Council in advance of the change in scope, cost or fees.

Ms. Sarah Wrede
August 23, 2011
Page 2

We will bill the City of Fayetteville monthly for Services and Reimbursable Expenses with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

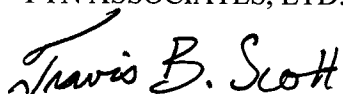
We expect to start our services promptly after receipt of acceptance of this proposal by the City of Fayetteville and receipt of data for the data review process. Additional information regarding the project schedule and deliverables is discussed in Exhibit A.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with the City of Fayetteville an equitable adjustment of our compensation taking into consideration the impact of such delays including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B, and C consisting of 8 pages, represents the entire understanding between the City of Fayetteville and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us. This proposal will be open for acceptance until October 12, 2011 unless changed by us in writing.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Garrett Hafemann if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Travis B. Scott
Project Manager

TBS:sdp

Attachments

Accepted this _____ day
of _____, 2011

By _____
Lioneld Jordan, Mayor
City of Fayetteville

Attest:

Sondra Smith, City Clerk

S:\MARKETING\CITY OF FAYETTEVILLE\RFQ\2011 LID MANUAL\PROPOSAL\08012011\VS\NP S WREDE 08-23-2011.DOCX\



EXHIBIT A

Scope of Work for Basic Services Drainage Criteria and Low Impact Development Criteria Guidance Manual City of Fayetteville, AR

Attached to and made part of the Letter Agreement dated August 23, 2011 between FTN Associates, Ltd. (FTN) and the City of Fayetteville in respect to the Project described therein. The specific tasks to be accomplished are as follows:

Task 1: Data Review and Staff Memo Review

Data Review

The FTN project team will review as many as 10 of the following (in total): current City of Fayetteville codes and ordinances, checklists, and documents (including City of Fayetteville design manuals), as identified by City of Fayetteville staff, stakeholder groups, and the FTN project team, and specifications and restrictions that provide potential codified barriers to Low Impact Development (LID) implementation or to implementation of the new Drainage Criteria Manual (DCM). All data including drainage criteria or LID manuals desired to be referenced as the primary source documents for the new DCM will be provided to the FTN project team by the City of Fayetteville.

During this task, barriers or other relevant documents may be identified that are not addressed in the current scope. If addressing such items is requested by the City of Fayetteville, those tasks would be considered Additional Services.

Staff Memo Review

The FTN team will provide up to seven publicly available DCMs for reference to the City of Fayetteville staff. The FTN project team will be provided with a memorandum by City of Fayetteville staff. The memorandum shall summarize a description of the LID task force process and outcomes, preferences for publicly available drainage manuals or documents and related LID topics, the vision for transect/overlay integration with project types, the preferences for analysis options, and identification of internal staff to be involved in internal manual discussions and external stakeholder group members.

Deliverables: One document will list potential barriers or concerns with references to documents reviewed and descriptions of barriers. Where applicable, potential resolutions to such barriers will be identified. A second document will list information identified as appropriate, publicly available digital data to be referenced for use in the manual.

Schedule: Weeks 1-3



Exhibit A
August 23, 2011
Page 2

Task 1K: Kickoff

The FTN project team will hold a meeting with City of Fayetteville internal project staff to cover basic project information, and go over the results of the review under Task 1. Up to two AMEC staff members will attend this meeting in person.

Deliverables: Meeting notes and action items for City of Fayetteville staff and FTN project team

Schedule: Week 4

Tasks 1b-1d: Stakeholder Involvement Assistance

The purpose of these tasks is to assist City of Fayetteville staff in identifying and addressing institutional and external barriers to implementation of a new Drainage Criteria Manual with an LID component through processes involving a City of Fayetteville staff stakeholder and an external stakeholder group.

FTN staff will attend up to 2 internal stakeholder meetings and up to 2 external stakeholder meetings. FTN will provide checklist items to City of Fayetteville staff to use for external stakeholder meetings and review memoranda or minutes from City of Fayetteville staff regarding these meetings and provide suggestions. We will review and provide comments and recommendations, as appropriate, on a stakeholder meeting summary memorandum prepared by City of Fayetteville staff.

Deliverables: Attend up to 4 meetings, provide checklist and memoranda review comments.

Tasks 1b-1d Schedule: Week 1 through Week 40

Task 2: Drainage Criteria Manual Development

The FTN project team will review three to seven relevant Drainage Criteria Manuals (DCMs) selected by the City of Fayetteville and the FTN team, will develop and expand the framework for a manual specific to the city that is based on City of Fayetteville needs and requirements, and use the various source documents to create a manual that is tailored to the City of Fayetteville.

Tasks 2a-2b: Outline and Partial Draft of DCM

The initial manual development will consist of outline development, framework, and a partial draft. Two meetings with City of Fayetteville staff will be held during this period to provide information and receive feedback. A Low Impact Development criteria guidance chapter will be drafted based on the input received during the initial DCM draft development process.



Exhibit A
August 23, 2011
Page 3

Deliverables: Hold 2 meetings with City of Fayetteville staff, provide partial draft of DCM in *.doc format

Schedule: Weeks 1-6

Task 2c: Draft LID Chapter

The FTN project team will develop non-roadway and roadway project types matched to various transects, develop applicable BMPs, evaluate LID analysis options, identify design details for seven Integrated Management Practices (IMPs) and up to three soil mixes/improvements, and recommend vegetation for raingardens/bioretention. The FTN project team will draft an outline and framework for the LID chapter and provide a list of proposed LID analysis options to the City of Fayetteville staff for review and comment by City of Fayetteville staff. Upon selection of the LID analysis options to be incorporated, the FTN project team will complete the draft LID chapter. For typical LID components, specific information including standard design procedures or references thereto, limitations, the use of these features and the general impact of these features on pre-project and post-project stormwater analysis and on detention, inlet and downstream pipe network sizing will be provided.

Deliverables: Draft LID chapter in *.doc format

Schedule: Weeks 4-12

Task 2d: Drainage Criteria Manual Completed Draft

The completed draft of the DCM will incorporate the draft LID chapter, modified to address changes based on the results of the plan walkthrough review process for the Houses at Willow Bend development (to be performed by the City of Fayetteville) and based on other comments from City of Fayetteville staff.

Specific additional material to be developed and added to the DCM includes Post-Construction standards for water quality and other items identified as part of this task, and revisions resulting from changes in City of Fayetteville codes or ordinances per Task 1. Low Impact Development topics and language, where relevant, will also be incorporated in the non-LID chapters of the DCM. Review comments from the City of Fayetteville staff and items identified as part of Task 1, will also be incorporated during this phase. A meeting with staff will be held after completion of the draft DCM.

Deliverables: Hold 1 meeting with staff, Draft DCM in *.doc format

Schedule: Weeks 13-29 (includes 2 weeks for the plan walkthrough process and review and 2 weeks for receipt of City staff review comments resulting from the process)



Exhibit A
August 23, 2011
Page 4

Task 2e: Drainage Criteria Manual Finalization

The FTN project team will meet with the City of Fayetteville to discuss review comments on the draft DCM and will respond to one set of coordinated comments from staff and one set from the staff and public and finalize the new DCM, including the LID manual chapter and review and checklist guidance documents. The project schedule assumes two 15-day comment periods. A followup meeting with the City of Fayetteville will be held, and final revisions to address inconsistencies will be incorporated. If revisions conflict with prior revisions or additional comments are provided to subsequent versions of the manual, these revisions will be considered as Additional Services.

Deliverables: Manual in electronic versions: *.doc (draft versions) and *.doc and *.pdf (final version)

Schedule: Weeks 30-36 (staff review comments and response), Week 40 (respond to staff and public review and comment), Week 43 (followup meeting with City), Week 46 (final version of DCM).

Task 3: Training and Application of Manual

The purpose of this task is to familiarize City of Fayetteville staff with LID and the final DCM and provide training to the City of Fayetteville staff on applying the manual to development submittals and the review process. The FTN project team will prepare materials for staff training based on the assumption that a complete set of sample development design plans, specifications and computations will be provided, in digital format, by others. FTN will specify the formats required. These plans may consist of the Houses at Willow Bend development design plans.

Deliverables: One-half day staff training session and staff training session materials that may be used by staff to train the development community.

Schedule: Week 48

Task 4: Project Management, Meeting and Coordination

This task addresses project management activities to include progress reports and invoicing, coordination to schedule meetings related to the various tasks, to provide summaries of action items, and exchanges of data and deliverables with the City. Up to 6 coordination meetings (not including those specified in other tasks) with City staff involving local FTN project team members are included in this task.

Deliverables: Bi-monthly progress reports beginning October 1, 2011, up to 6 coordination meetings.



August 23, 2011

EXHIBIT B

Standard Terms and Conditions with the City of Fayetteville For FTN Contracts

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CITY OF FAYETTEVILLE. CITY OF FAYETTEVILLE is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
5. Electronic Deliverables The specific purpose of the project is to produce a drainage criteria manual and supporting standard drawings and specifications. The deliverable documents under this agreement are provided for use and modification as needed by the City of Fayetteville. Any use or reuse of original or altered computer files by CITY OF FAYETTEVILLE or others without written verification by FTN for purposes other than for the specific purpose intended will be at CITY OF FAYETTEVILLE's risk and full legal responsibility. Any verification of such adaptation by CITY OF FAYETTEVILLE will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CITY OF FAYETTEVILLE agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.



Exhibit B
August 23, 2011
Page 2

The electronic files are submitted to CITY OF FAYETTEVILLE for a 30-day Acceptance Period. During this period, CITY OF FAYETTEVILLE may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CITY OF FAYETTEVILLE shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CITY OF FAYETTEVILLE. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.
9. Confidentiality of Information No information concerning this Project shall be released by FTN, unless directed to do so by the City of Fayetteville or required by law. City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. Seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.”
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and



Exhibit B
August 23, 2011
Page 3

enforceable provision that comes as close as possible to the intention of the stricken provision.

12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.

EXHIBIT C

FTN Associates, Ltd. 2011 Fee Schedule¹ City of Fayetteville

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 172.00
Professional 6	156.00
Professional 5	136.00
Professional 4	119.00
Professional 3	106.00
Professional 2	94.00
Professional 1	83.00
Technician 4	86.00
Technician 3	70.00
Technician 2	64.00
Technician 1	48.00
Executive Assistant	64.00
Word Processing	54.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice.

¹Effective January 1, 2011 – December 31, 2011



RESOLUTION NO. 110-10

A RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A HOME DEPOT FOUNDATION/SCI PILOT CITIES GRANT IN THE AMOUNT OF \$500,000.00, WITH A CITY MATCHING AMOUNT OF \$100,000.00, TO COMPLETE AN AFFORDABLE HOUSING PROJECT, DEVELOP A SUSTAINABILITY INITIATIVE, AND PERFORM AN ASSESSMENT OF CURRENT SUSTAINABILITY EFFORTS

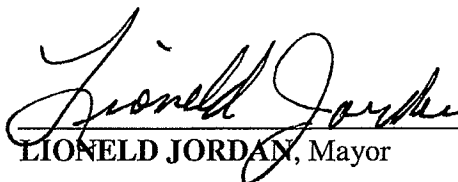
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

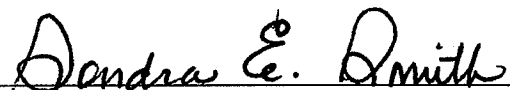
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes application and acceptance of a Home Depot Foundation/SCI Pilot Cities grant in the amount of \$500,000.00, with a city matching amount of \$100,000.00, to complete an affordable housing project, develop a sustainability initiative, and perform an assessment of current sustainability efforts.

PASSED and APPROVED this 15th day of June, 2010.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Staff Review Form

A. 7
FTN Associates Ltd.
Page 16 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

6/15/2010

City Council Meeting Date
Agenda Items Only

John Coleman
Submitted By

Division

Sustainability
Department

Action Required:

Approve \$100,000 match for \$500,000 grant from Home Depot Foundation. The original intent of these funds is not being shifted by dedicating them as a match for this grant. See attached memo for description of grant opportunity.

\$50,000 (Nutrient Reduction)	\$660,078 (Nutrient Reduction)	Nutrient Reduction
\$ 50,000.00	\$ 1,248,847.00	Trails
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5817.00 (Nutrient Reduction)	\$334,032.85 (Nutrient Reduction)	Nutrient Reduction
4520.9550.5814.05 (trails)	\$ 130,894.00	Trails
Account Number	Funds Used to Date	Program / Project Category Name
02097 (Nutrient Reduction)	\$326,045.15 (Nutrient Reduction)	Nutrient Reduction
036.1 (trails)	\$ 1,117,953.00	Trails
Project Number	Remaining Balance	Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

John Coleman
Department Director

5/28/10
Date

Previous Ordinance or Resolution # _____

John Kelley
City Attorney

6/1/10
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Beck
Finance and Internal Services Director

6/2/2010
Date

Received in City Clerk's Office
ENTERED 6/2/10 5:28:10

John M. ...
Chief of Staff

6/2/10
Date

Received in Mayor's Office
ENTERED 6/1/10 1:11 PM

Frederick ...
Mayor

6/2/10
Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

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

CORRESPONDENCE

TO: Mayor Jordan and City Council
FROM: John Coleman, Sustainability Director *JC*
Thru: Jeremy Pate, Director of Development Services *JP*
Don Marr, Chief of Staff
DATE: May 28, 2010
SUBJECT: SCI Pilot Cities Grant

Description

In 2009, the Home Depot Foundation created the Sustainable Cities Institute (SCI) and committed \$400 million over ten years to affordable housing and urban forestry projects.

The SCI Pilot Cities program is the next phase of the Foundation's effort to support the development of sustainable communities. This program is comprised of sustainability-related experts who will serve as an on-the-ground resource to a city in the development and/or implementation of a project or initiative that exemplifies this holistic, long-term approach to sustainability planning and implementation which in turn will lead to a safer, healthier city.

Fayetteville was one of thirty-seven cities invited to submit a letter of intent to become a SCI Pilot City. On May 21st the City was short-listed based on its initial application as one of eight cities to submit a full proposal. If awarded, this designation will include a \$500,000 grant with additional fundraising support from the Home Depot Foundation to complete the following:

- An affordable housing project in the community,
- development of a sustainability initiative, and
- an assessment of current sustainability efforts.

The City has chosen to partner with the National Center for Appropriate Technology as the lead non-profit for this grant. NCAT has extensive national experience with the development of affordable housing projects, and one of its regional offices is located in the Walker Building on Center Street in Fayetteville.

Affordable Housing Project

Project partners also include Partners for Better Housing (PBH), which owns 7.5 acres in the Walker Park Neighborhood to develop the Houses at Willow Bend. Through a request for qualifications process, PBH hired Community by Design to design the Willow Bend Project. A portion of the initial grant dollars will go towards a design that will incorporate a holistic approach to sustainable design including energy efficient homes, eco-friendly materials, and a low impact footprint on the existing property.

Sustainability Initiatives

Given the City Council's unanimous support for the Low Impact Development (LID) ordinance, the City has chosen a LID technical engineering manual as one of two sustainability initiatives. This manual will define the calculations necessary to design LID projects in Fayetteville for both City and private-sector engineers.

The second initiative will tie the Walker Park Neighborhood to the City's main trail system by constructing a spur from Frisco Trail at the Mill District.

Budget Impact

The SCI Pilot Cities grant requires a \$50,000 match. Within the existing Trail bond and the Nutrient Reduction Plan we have identified \$100,000 that will qualify as match for the grant without changing the original intent of the budgeted items. By providing double the match it also provides a more attractive grant proposal.

Finally, any new money that is received for the purpose of trail construction has a strong potential for a one to one match by the Walton Family Foundation.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A HOME DEPOT FOUNDATION/SCI PILOT CITIES GRANT IN THE AMOUNT OF \$500,000.00, WITH A CITY MATCHING AMOUNT OF \$100,000.00, TO COMPLETE AN AFFORDABLE HOUSING PROJECT, DEVELOP A SUSTAINABILITY INITIATIVE, AND PERFORM AN ASSESSMENT OF CURRENT SUSTAINABILITY EFFORTS

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 application and acceptance of a Home Depot Foundation/SCI Pilot Cities grant in the amount of \$500,000.00, with a city matching amount of \$100,000.00, to complete an affordable housing project, develop a sustainability initiative, and perform an assessment of current sustainability efforts.

PASSED and APPROVED this 15th day of June, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

A. 8
 Arkansas State Highway Commission
 Page 1 of 24

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

9/6/2011

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Utilities
 Division

Utilities
 Department

Action Required:

Resolution approving the sale and donation of City property, and granting four temporary construction easements to the Arkansas Highway and Transportation Department (AHTD) for the north section of the Highway 265 widening project between Joyce Boulevard and the northern City limits.

\$ (31,700.00)
 Cost of this request

N/A
 Category / Project Budget

Sale of Assets
 Program Category / Project Name

5400-0940-6881-02
 Account Number

Funds Used to Date

Water/Sewer
 Program / Project Category Name

Project Number

\$ -
 Remaining Balance

Water and Sewer
 Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

David Jurgens
 Department Director

19 Aug 11
 Date

Previous Ordinance or Resolution # _____

Chris Bell
 City Attorney

8-19-11
 Date

Original Contract Date: _____

Maria Harkness
 Finance and Internal Services Director

8/23/11
 Date

Original Contract Number: _____

Don Mar
 Chief of Staff

8/23/11
 Date

08-19-11 P03:39 RCVD
 Received in City
 Clerk's Office
King

Lionel Jordan
 Mayor

8/23/11
 Date

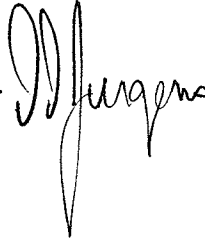
Received in
 Mayor's Office
 ENTERED
 8/19/11
King

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
 Water/Sewer Committee



Date: August 19, 2011

Subject: Crossover Road- Northern Section- AHTD Right of Way Acquisition

RECOMMENDATION

City Administration recommends approving the sale and donation of City property, and granting four temporary construction easements to the Arkansas Highway and Transportation Department (AHTD) for the north section of the Highway 265 widening project between Joyce Boulevard and the northern City limits.

BACKGROUND

AHTD is widening Crossover Road (Hwy 265) between Joyce Boulevard and the northern City limits. They need to acquire land owned by the City for right of way. Some of this land was purchased by the Water Department in the 1940's as part of Lake Fayetteville; the rest was dedicated to the City as right of way as a result of developments.

DISCUSSION

The AHTD requires 3.67 acres on four tracts of land, plus four temporary construction easements (these valued at \$400). Staff presented this information separately to both the Street and Water/Sewer/Solid Waste Committees in August. Both committees provided the following guidance:

- Tracts 25 and 43, property the City purchased, we wish to be paid for the ROW.
- Tracts 1 and 41, property received through dedication as part of a development, we wish to donate the ROW to the AHTD without payment.

Reimbursement/Sale		
Tract	Acres	Value
25	0.79	\$ 7,950
43	0.91	\$ 23,750
Total	1.7	\$ 31,700

Donation		
Tract	Acres	Value
1	0.03	\$ 270
41	1.94	\$ 5,100
Total	1.97	\$ 5,370

Years ago, tract 25 land was included in a park land dedication which required it be preserved in perpetuity for public recreational use. Per conversations with Arkansas Parks and Tourism and AHTD representatives either the AHTD or the City must dedicate and preserve an equal value of land for similar purposes through a formal process approved by Arkansas Parks and Tourism. This dedication may take place within three years of the date of the sale.

The Water/Sewer/Solid Waste Committee requested the revenues from this sale be used to support similar uses or a water quality project appropriately funded by the Water/Sewer fund. Staff intent is to fund the survey and any other external expenses required for the equivalent park land dedication to be the first use of these funds.

BUDGET IMPACT

As the land was purchased by the Water/Sewer fund, revenues received from this sale must be entered into the Water/Sewer fund. This will reflect a \$31,700 in Water/Sewer revenue.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING DONATION OF RIGHT OF WAY AND FOUR (4) TEMPORARY CONSTRUCTION EASEMENTS TO THE ARKANSAS STATE HIGHWAY COMMISSION TO FACILITATE WIDENING OF STATE HIGHWAY 265 (CROSSOVER ROAD) BETWEEN JOYCE BOULEVARD AND THE NORTHERN CITY LIMITS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the donation of right of way and four (4) temporary construction easements to the Arkansas State Highway Commission to facilitate widening of State Highway 265 (Crossover Road) between Joyce Boulevard and the northern city limits.

Section 2: That the Mayor is authorized to execute all deeds and agreements necessary to effectuate the donation.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

SUPPLEMENT TO APPRAISAL

TO: Sherry Pratt, Acquisition Section Head
Right of Way Division

FROM: Scott Wroten, Reviewing Appraiser
Right of Way Division

DATE: August 18, 2011

SUBJECT: 040518
E. Joyce Blvd. - City limits
Washington County
Tract 41 and 43
Supplement

A map change was received on 8-16-11 that divided Tract 41 into two tracts, Tract 41 and 43. Both tracts are owned by the city of Fayetteville. Following is a breakdown of the the estimated compensation for Tract 41 and 43:

Tract 41 1.94±ac @ \$ 2,600/ac = \$ 5,050.00
Tract 41 TCE 0.01±ac @ Rental Value = \$50.00
Total = \$5,100.00

Tract 43 0.91±ac @ \$26,000/ac = \$23,650.00
Tract 43 TCE 0.02±ac @ Rental Value = \$100.00
Total = \$23,750.00

Robert Neil Pal
Concur

8/18/2011
Date

Job No. 040518
Tract Nos. 1, 41

**WARRANTY DEED
DONATION**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Fayetteville, Arkansas, Grantor, by its Mayor, Lioneld Jordan, and its City Clerk, Sondra Smith, duly certified and authorized at a meeting of the City Council of the City of Fayetteville which was duly called and held on the _____ day of _____, 2011, at which meeting a quorum was present and acting for and in consideration of the mutual benefits inuring to the Grantor and the Arkansas State Highway Commission, Grantee, and to the public, the undersigned for and on behalf of said Grantor does hereby agree, without any remuneration or monetary consideration, to donate to the Arkansas State Highway Commission, Grantee, and unto its successors and assigns, upon the terms and conditions hereinafter set forth, the following lands situated in the County of Benton, State of Arkansas, to-wit:

Tract No. 1

Part of the Fractional Southwest Quarter of the Northwest Quarter of Section 19, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a one inch pipe being used as the Center West Sixteenth corner of Section 19; thence North 87° 14' 30" West along the South line of the Fractional Southwest Quarter of the Northwest Quarter of Section 19 a distance of 95.56 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence North 01° 17' 08" East along said right of way line a distance of 227.28 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 040518 to the POINT OF BEGINNING; thence North 02° 09' 16" West along said right of way line a distance of 175.32 feet to a point; thence North 13° 10' 04" East along said right of way line a distance of 51.09 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence South

 This instrument was prepared by
J. Ted Blagg, Title Attorney
Arkansas State Highway and Transportation Dept.
P.O. Box 2261, Little Rock, Arkansas 72203

01° 17' 08" West along said right of way line a distance of 225.00 feet to the point of beginning and containing 0.03 acres or 1,183 square feet more or less as shown on plans prepared by the AHTD referenced as Job 040518.
JGW REV. RS 5-27-11

And Also,

Tract No. 41

Part of the Fractional Northwest Quarter of the Northwest Quarter of Section 19, and part of the Fractional West Half of the Southwest Quarter of Section 18, all in Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows:

BEGINNING at a half inch rebar being used as the Northwest Sixteenth corner of Section 19; thence North 88° 12' 42" West along the South line of the Fractional Northwest Quarter of the Northwest Quarter of Section 19 a distance of 15.53 feet to a point on the Easterly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence North 01° 17' 08" East along said right of way line a distance of 249.32 feet to a point; thence North 02° 40' 42" East along said right of way line a distance of 558.03 feet to a point; thence North 02° 41' 06" East along said right of way line a distance of 495.79 feet to a point; thence North 00° 54' 00" East along said right of way line a distance of 152.23 feet to a point; thence North 02° 54' 53" East along said right of way line a distance of 1,163.55 feet to a point; thence North 02° 40' 54" East along said right of way line a distance of 937.94 feet to a point; thence in a Northwesterly direction along said right of way line on a curve to the left having a radius of 1,185.92 feet a distance of 393.67 feet having a chord bearing of North 06° 49' 42" West a distance of 391.87 feet to a point on the North line of the Fractional Northwest Quarter of the Southwest Quarter of Section 18; thence South 87° 10' 45" East along said North line a distance of 41.38 feet to a point on the Easterly right of way line of Arkansas State Highway 265 as established by AHTD Job 040518; thence South 15° 20' 09" East along said right of way line a distance of 135.69 feet to a point on the East line of the Fractional West half of the Southwest Quarter of Section 18; thence South 02° 40' 21" West along said East line a distance of 1,195.36 feet to a point; thence South 02° 22' 48" West along said East line a distance of 1,224.76 feet to a point; thence South 02° 38' 38" West a distance of 96.30 feet to a point; thence South 03° 37' 09" West a distance of 475.95 feet to a point on the Northerly right of way line of Heartstone Drive as established by the Plat of Stonewood Subdivision to the City of Fayetteville recorded in Plat Book 17, Page 73; thence South 87° 10' 24" East along said right of way line a distance of 6.68 feet to a point on the East line of the Fractional Northwest Quarter of the Northwest Quarter of Section 19; thence South 02° 51' 46" West along said East line a distance of 80.00 feet to a point on the Southerly right of way line of Heartstone Drive as established by the Plat of Stonewood Subdivision to the City of Fayetteville recorded in Plat Book 17, Page 73; thence North 87° 10' 24" West along said right of way line a distance of 7.74 feet to a point on the West line of Lot 1 of Stonewood Subdivision to the City of Fayetteville; thence South 03° 37' 09" West along said West line a distance of 321.48 feet to a point; thence continue South 03° 37' 09" West a distance of 96.80 feet to a point; thence North 45° 00' 44" West a distance of 5.95 feet to a point; thence South 03° 12' 59" East a distance of 65.28 feet to a point; thence South 00° 30' 51" West a distance of 262.57 feet to the point of beginning and containing 1.94 acres or 84,420 feet more or less as shown on plans prepared by the AHTD referenced as Job 040518.

JT Rev. JT Rev. JT 8-18-11

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission, Grantee, and unto its successors and assigns forever.

And the Grantor hereby covenants with Grantee that Grantor will forever warrant and defend the title to said lands against all lawful claims, whatsoever.

In Accordance with Public Law 91-646 as Amended by Public Law 100-17, Title III, Section 301, et seq. of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor is entitled to receive an appraisal to establish the value of the lands donated by it as well as just compensation for such donation. Grantor does hereby waive receipt of said authorized appraisal of the lands donated and does hereby waive all of its right to any compensation or monetary remuneration for the property donated by it and described herein.

Grantor further, by executing this Donation Warranty Deed, does hereby release and relinquish all of their right to an appraisal, compensation or other consideration for such donation; and Grantor does hereby release and relinquish all claims, causes of action or any obligation of the Arkansas State Highway Commission arising out of or in connection with this donation.

IN WITNESS WHEREOF, the City of Fayetteville, Arkansas has caused these presents to be executed by its Mayor and City Clerk on this ____ day of _____, 2011.

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

Sondra Smith, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, appeared the within named Lioneld Jordan and Sondra Smith, and being the Mayor and City Clerk, respectively, of the City of Fayetteville, Arkansas, and who had been designated by said Municipal Corporation to execute the above instrument, to me personally well known, who stated that they were the Mayor and the City Clerk of said city, a Municipal Corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on the behalf of said Municipal Corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on this ____ day of _____, 2011.

My Commission Expires: _____

, Notary Public

JOB NAME: Joyce Blvd. – City Limits (Fayetteville)

JOB
TRACT
FAP

A. 8
Arkansas State Highway Commission
Page 9 of 24
040518
25
STP-9142 (27)

ORIGINAL

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Fayetteville
Address: 113 West Mountain, Fayetteville, AR 72701

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the Fractional Northwest Quarter of the Northwest Quarter of Section 19, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a half inch pipe being used as the Northwest Sixteenth corner of Section 19; thence North 88° 12' 42" West along the South line of the Fractional Northwest Quarter of the Northwest Quarter of Section 19 a distance of 95.53 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence North 01° 17' 08" East along said right of way line a distance of 168.28 feet to the POINT OF BEGINNING; thence North 00° 32' 28" West along said right of way line a distance of 121.59 feet to a point; thence North 42° 20' 28" West along said right of way line a distance of 63.64 feet to a point; thence North 02° 39' 24" East along said right of way line a distance of 80.00 feet to a point; thence North 57° 03' 23" East along said right of way line a distance of 42.95 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence South 02° 40' 54" West along said right of way line a distance of 89.14 feet to a point; thence South 87° 19' 06" East along said right of way line a distance of 15.00 feet to a point; thence South 02° 40' 54" West along said right of way line a distance of 100.97 feet to a point; thence South 01° 17' 08" West along said right of way line a distance of 81.31 feet to the point of beginning and containing 0.11 acres or 4,952 feet more or less as shown on plans prepared by the AHTD referenced as Job 040518.

AND ALSO:

Commencing at a half inch pipe being used as the Northwest Sixteenth corner of Section 19; thence North 88° 12' 42" West along the South line of the Fractional Northwest Quarter of the Northwest Quarter of Section 19 a distance of 95.53 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence North 01° 17' 08" East along said right of way line a distance of a distance of 249.59 feet to a point; thence North 02° 40' 54" East along said right of way line a distance of 100.97 feet to a point; thence North 87° 19' 06" West along said right of way line a distance of 15.00 feet to a point; thence North 02° 40' 54" East along said right of way line a distance of 699.50 feet to a point on the Westerly right of

way line of Arkansas State Highway 265 as established by AHTD Job 040518 to the POINT OF BEGINNING; thence North 08° 48' 45" East along said right of way line a distance of 140.45 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence South 02° 40' 54" West along said right of way line a distance of 139.64 feet to a point; thence North 87° 19' 06" West along said right of way line a distance of 15.00 feet to the point of beginning and containing 0.02 acres or 1,047 feet more or less as shown on plans prepared by the AHTD referenced as Job 040518.

AND ALSO:

Part of the Fractional West Half of the Southwest Quarter of Section 18, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a 5/8 inch rebar being used as the Southwest Sixteenth corner of Section 18; thence North 87° 05' 18" West along the North line of the Fractional Southwest Quarter of the Southwest Quarter of Section 18 a distance of 98.80 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704 to the POINT OF BEGINNING; thence South 02° 40' 54" West along said right of way line a distance of 330.63 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 040518; thence North 02° 40' 51" West along said right of way line a distance of 316.41 feet to a point; thence North 04° 16' 17" East along said right of way line a distance of 185.07 feet to a point; thence North 02° 43' 24" East along said right of way line a distance of 200.00 feet to a point; thence North 06° 39' 06" East along said right of way line a distance of 350.82 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence South 02° 40' 54" West along said right of way line a distance of 719.37 feet to the point of beginning and containing 0.43 acres or 18,776 square feet more or less as shown on plans prepared by the AHTD referenced as Job 040518.

AND ALSO:

Part of the Fractional Southwest Quarter of the Northwest Quarter of Section 18, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a three-quarter inch rebar being used as the Northwest Sixteenth corner of Section 18; thence North 87° 12' 27" West along the North line of the Fractional Southwest Quarter of the Northwest Quarter of Section 18 a distance of 542.94 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704 to the POINT OF BEGINNING; thence South 05° 55' 54" West along said right of way line a distance of a distance of 19.04 feet to a point; thence South 11° 38' 33" West along said right of way line a distance of 100.50 feet to a point; thence South 05° 55' 54" West along said right of way line a distance of 43.32 feet to a point; thence in a Southeasterly direction along said right of way line on a curve to the left having a radius of 858.51 feet a distance of 263.10 feet having a chord bearing South 02° 50' 51" East a distance of 262.07 feet to a point; thence continuing in a Southeasterly direction along said right of way line on a curve to the left having a radius of 858.51 feet a distance of 68.64 feet having a chord bearing South 13° 55' 03" East a distance of 68.62 feet to a point on the Westerly right of way line of Arkansas State Highway 265 as established by AHTD Job 040518; thence North 18° 12' 54" West along said right of way line a distance of 161.95 feet to a point; thence North 02° 33' 36" West along said right of way line a distance of 108.29 feet to a point; thence North 02° 02' 30" East along said right of way line a distance of 184.10 feet to a point; thence North 17° 32' 40" East along said right of way line a distance of 46.53 feet to a point on the North line of the Fractional Southwest Quarter of the Northwest Quarter of Section 18; thence South 87° 12' 27" East along said

North line a distance of 32.11 feet to the point of beginning and containing 0.23 acres or 9,987 square feet more or less as shown on plans prepared by the AHTD referenced as Job 040518.

Total area to acquire containing 0.79 acres or 34,757 square feet more or less.

JT
1-13-11

- ☒ Uncontrolled Access
☐ Partially Controlled Access – Access break from Station _____ to Station _____
☐ Fully Controlled Access
☐ Fully Controlled Access with a frontage road

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

NOTARY PUBLIC

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) City of Fayetteville	
Business name, if different from above	
Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
☒ Other (see instructions) ▶ Gov't/Inc	
☐ Exempt payee	
Address (number, street, and apt. or suite no.) 113 W Mountain	
City, state, and ZIP code Fayetteville, AR 72701	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 7116018462

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ Joanna Main	Date ▶ 04-04-11
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

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Arkansas State Highway Commission
Page 14 of 24

Dan Flowers
Director
Telephone (501) 569-2000



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400

City of Fayetteville
113 West Mountain Drive
Fayetteville, AR 72701

Re: Job 040518
STP-9142 (27)
E. Joyce Blvd. – City Limits
(Fayetteville)
Washington County
Tract 25, 25E1-3

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached hereto. The negotiator will contact you within 10 business days for your response that should include all issues or concerns you may have regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The offer of \$7,950.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$7,650.00 as just compensation for the realty to be acquired, \$300.00 for three (3) temporary construction easements, and \$-0- for damage to the remaining lands.

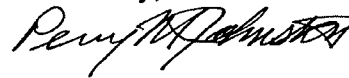
Should you elect to accept this offer, the State will determine if you can convey a merchantable title, and if so, a proper deed conveying the land to the Arkansas State Highway Commission will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the Arkansas State Highway Commission elects to do so, a condemnation suit will be filed and the amount that the Arkansas State Highway Commission has determined to be estimated just compensation for your property will be deposited into the registry of the Circuit Court of this County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, then you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,

A handwritten signature in black ink, appearing to read "Perry M. Johnston".

Perry M. Johnston
Division Head
Right of Way Division

PMJ:dac

ORIGINAL

A. 8
Arkansas State Highway Commission
Page 16 of 24
TCB: 040518
TRACT: 25E-1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Fayetteville for and in consideration of Two Hundred Dollars, (\$200.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040518, and designated as Tract No. 25E-1 situated in the County of Washington, State of Arkansas.

This temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this _____ day of _____, 20____.

Signature

Signature

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public ____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

T E M P O R A R Y C O N S T R U C T I O N E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Fayetteville for and in consideration of Fifty Dollars, (\$50.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040518, and designated as Tract No. 25E-2 situated in the County of Washington, State of Arkansas.

This temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this _____ day of _____, 20_____.

Signature

Signature

A C K N O W L E D G M E N T

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public _____ day of _____, 20_____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

T E M P O R A R Y C O N S T R U C T I O N E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Fayetteville for and in consideration of Fifty Dollars, (\$50.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040518, and designated as Tract No. 25E-3 situated in the County of Washington, State of Arkansas.

This temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this _____ day of _____, 20____.

 Signature

 Signature

A C K N O W L E D G M E N T

STATE OF)
) SS
 COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public _____ day of _____, 20____.

 MY COMMISSION EXPIRES:

 NOTARY PUBLIC

MORTGAGE AUTHORIZATION

Form must be filled out completely, signed and submitted to the
Right of Way Division/Administrative Section immediately following first contact.

Job #:	<u>_040518</u>	Tract#:	<u>_25</u>
Property Owner:	<u>City of Fayetteville</u>		
Address:	<u>113 W Mountain</u>		
	<u>Fayetteville, AR 72701</u>		
Telephone #:	<u>(479)575-8330</u>		
Social Security #/Federal			
I.D.#:	<u>71-6018462</u>		

Mortgage	
Company:	<u>N/A</u>
Address:	<u></u>
	<u></u>
Telephone #:	<u></u>
Loan #:	<u></u>
Contact Person:	<u></u>

Due to the construction of the above-mentioned project, we are acquiring property from your mortgagor. It will be necessary to obtain a Partial Release from your company. The mortgagor is aware that some or all the proceeds from this transaction may be required to be applied to the principal balance of the mortgage. The mortgagor is also aware that we will be negotiating only with the mortgagor and that any checks for funds conveyed will be made to the property owner.

If no mortgage exists, write "NONE and sign below where indicated."

This form must be completed and signed by the property owner, whether a mortgage exists or not.

By our signatures we are authorizing the Arkansas State Highway and Transportation Department to enter into the process necessary to obtain a Partial Release.

Property Owner / Mortgagor's Signature: _____ Date: _____

_____ Date: _____

JOB NAME: Joyce Blvd. – City Limits (Fayetteville)

JOB
TRACT
FAP

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Arkansas State Highway Commission
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040518
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STP-9142 (27)

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Fayetteville
Address: 113 West Mountain Drive, Fayetteville, AR 72701

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Washington, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the Fractional Southwest Quarter of the Northwest Quarter of Section 18, Township 17 North, Range 29 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a half inch rebar being used as the West Sixteenth corner of Section 18; thence North 87° 10' 45" West along the South line of the Fractional Southwest Quarter of the Northwest Quarter of Section 18 a distance of 41.95 feet to a point on the Easterly right of way line of Arkansas State Highway 265 as established by AHTD Job 040518 to the POINT OF BEGINNING; thence continue North 87° 10' 45" West along said South line a distance of 41.38 feet to a point on the Easterly right of way line of Arkansas State Highway 265 as established by AHTD Job 4704; thence in a Northwesterly direction along said right of way line on a curve to the left having a radius of 1,185.92 feet a distance of 62.76 feet having a chord bearing of North 17° 51' 14" West a distance of 62.75 feet to a point; thence North 19° 22' 12" West along said right of way line a distance of 835.76 feet to a point; thence in a Northwesterly direction along said right of way line on a curve to the right having a radius of 778.51 feet a distance of 262.42 feet having a chord bearing of North 09° 42' 48" West a distance of 261.18 feet to a point; thence South 86° 19' 26" East a distance of 21.21 feet to a point on the Easterly right of way line of Arkansas State Highway 265 as established by AHTD Job 040518; thence South 05° 12' 05" East along said right of way line a distance of 65.03 feet to a point; thence South 13° 51' 33" East along said right of way line a distance of 189.85 feet to a point; thence South 20° 28' 29" East along said right of way line a distance of 500.10 feet to a point; thence South 19° 04' 08" East along said right of way line a distance of 411.27 feet to the point of beginning and containing 0.91 acres or 39,737 square feet more or less as shown on plans prepared by the AHTD referenced as Job 040518.

JT
8-18-11

- ☐ Uncontrolled Access – Paid by ASHC – City/County
☒ Uncontrolled Access
☐ Partially Controlled Access – Access break from Station _____ to Station _____
☐ Fully Controlled Access

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

PAYMENT DUE-----\$23,650.00

(Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The Commission shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said Commission shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the Commission and receive payment of the stated "Payment Due" from the said Commission, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said Commission shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20____

Signature

Signature

Signature

Signature

ACKNOWLEDGMENT

STATE OF _____)
COUNTY _____) SS
_____)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public _____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) City of Fayetteville	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
	☒ Other (see instructions) ▶ Gov't/Inc	
	☐ Exempt payee	
Address (number, street, and apt. or suite no.) 113 W Mountain		Requester's name and address (optional)
City, state, and ZIP code Fayetteville, AR 72701		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 71-6018462

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ Joanna Main	Date ▶ 04-04-11
-----------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT City of Fayetteville for and in consideration of One Hundred Dollars, (\$100.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it's successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 040518, and designated as Tract No. 43E situated in the County of Washington, State of Arkansas.

This temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this _____ day of _____, 20____.

Signature

Signature

ACKNOWLEDGMENT

STATE OF)
COUNTY) SS
)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public ____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

MORTGAGE AUTHORIZATION

Form must be filled out completely, signed and submitted to the
Right of Way Division/Administrative Section immediately following first contact.

Job #:	<u>040518</u>	Tract#:	<u>43</u>
Property Owner:	<u>City of Fayetteville</u>		
Address:	<u>113 W Mountain</u>		
	<u>Fayetteville, AR 72701</u>		
Telephone #:	<u>(479)575-8330</u>		
Social Security #/Federal I.D.#:	<u>71-6018462</u>		

Mortgage Company:	<u>N/A</u>
Address:	<u></u>
	<u></u>
Telephone #:	<u></u>
Loan #:	<u></u>
Contact Person:	<u></u>

Due to the construction of the above-mentioned project, we are acquiring property from your mortgagor. It will be necessary to obtain a Partial Release from your company. The mortgagor is aware that some or all the proceeds from this transaction may be required to be applied to the principal balance of the mortgage. The mortgagor is also aware that we will be negotiating only with the mortgagor and that any checks for funds conveyed will be made to the property owner.

If no mortgage exists, write "NONE and sign below where indicated."

This form must be completed and signed by the property owner, whether a mortgage exists or not.

By our signatures we are authorizing the Arkansas State Highway and Transportation Department to enter into the process necessary to obtain a Partial Release.

Property Owner / Mortgagor's Signature: _____ Date: _____

_____ Date: _____

City of Fayetteville Staff Review Form

A. 9
CH2M Hill
Page 1 of 6City Council Agenda Items
and
Contracts, Leases or Agreements

6-Sep-11

City Council Meeting Date
Agenda Items OnlyDavid Jurgens
Submitted ByUtilities Capital Projects
DivisionUtilities
Department

Action Required:

Resolution approving a \$14,929.45 out of scope agreement with CH2M Hill for operational expenses incurred as a direct result of the 2011 spring flooding.

\$ 7,464.73

\$ 7,464.72

Cost of this request
5400.5110.5328.01

5400.5120.5328.01

Account Number

11018

Project Number

\$ -

Category / Project Budget

\$ -

Funds Used to Date

\$ -

Remaining Balance

Wastewater Treatment

Program Category / Project Name

Direct Purchases

Program / Project Category Name

Water/Sewer

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒D. Jurgens
Department Director18 Aug 11
Date

Previous Ordinance or Resolution # 256-09

Original Contract Date: 12/15/2009

D. Bell
City Attorney8-18-11
Date

Original Contract Number: 2113

Paul a. Behn
Finance and Internal Services Director8-19-2011
Date

Received in City Clerk's Office 08-13-11 P01:31 RCVD

Don M...
Chief of Staff8-20-11
Date

Received in Mayor's Office

Donald Jordan
Mayor8/22/11
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: August 17, 2011

Subject: Approval of a \$14,929.45 out of scope agreement with CH2M Hill for operational expenses incurred as a direct result of the 2011 spring flooding

RECOMMENDATION

Fayetteville City Administration recommends approval of a \$14,929.45 out of scope agreement with CH2M Hill for operational expenses incurred as a direct result of the 2011 spring flooding.

BACKGROUND

CH2M Hill performed emergency operations during the spring flooding, incurring emergency and unanticipated expenses, damage repair to wastewater treatment and pumping facilities.

DISCUSSION

In order to obtain FEMA reimbursement, these activities and the related expenses must be detailed from CH2M Hill identifying the actual costs of the work. This must be approved by the City Council in a separate resolution from the normal wastewater operations contract.

This agreement follows the exact format used in the 2009 ice storm whereby the City was reimbursed by FEMA. It does not include facilities damage, which was submitted as an insurance claim and will be considered part of the normal operations contract with no changes required. This agreement only includes items deemed by pre-submission review to be FEMA reimbursable.

BUDGET IMPACT

These expenses shall be reimbursed at the same rates as other flooding reimbursements.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OUT OF SCOPE AGREEMENT WITH CH2M HILL IN THE AMOUNT OF \$14,929.45 FOR OPERATIONAL EXPENSES INCURRED AS A DIRECT RESULT OF 2011 SPRING FLOODING, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an out of scope agreement with CH2M Hill in the amount of \$14,929.45 for operational expenses incurred as a direct result of 2011 Spring flooding.

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 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

V11.0425A. 9
CH2M Hill
Page 4 of 6

CH2M HILL

9193 South Jamaica Street

Englewood, CO 80112

Tel 720.286.2000



July 21, 2011

Mr. David Jurgens
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Subject: Out of Scope Letter Agreement

Dear David:

During the week of April 22, 2011, the City of Fayetteville experienced a flood event which qualified for Federal Emergency Management Assistance. Under Section C.1.26 of the Operations, Maintenance and Management Agreement dated December 15, 2009, executed between the Parties, CH2M HILL Engineers, Inc. (CH2M HILL) will provide this out of scope work to the City. Attached to this letter is the documentation for the work. The amount of the work performed is \$14,929.45 which includes the twenty-five percent (25%). This amount is due upon receipt of OMI's invoice and payable within 30 days as per Section 5.2 of our Agreement.

All other terms and conditions of the Agreement dated December 15, 2009, as amended November 16, 2010, between CH2M HILL and The City of Fayetteville remain in full force and effect.

If these terms are agreeable to you, please sign both copies of this letter. We will return one fully executed original for your files.

CH2M HILL appreciates the opportunity to provide these additional services to the City of Fayetteville.

Sincerely,

A handwritten signature in black ink, appearing to read 'Duyen Tran', with a long, sweeping horizontal line extending to the right.

Duyen Tran
Project Manager

Both parties indicate their approval of the above-described services by their signature below.

Authorized
CH2M HILL Engineers, Inc.

Natalie E.
Name: Natalie E. Eldredge
Title: Designated Senior Manager
Date: 7/21/11

Authorized
City of Fayetteville, Arkansas

Name: Lionel Jordan
Title: Mayor
Date: _____

CRB
7-21-2011

City of Fayetteville Staff Review Form

A. 10
 Bid #11-50 Goodwin &
 Goodwin, Inc.
 Page 1 of 18

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

9/6/2011

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Utilities Capital Projects
 Division

Utilities
 Department

Action Required:

Approval of a construction contract with Goodwin & Goodwin, for \$119,250.00, for the construction of Biosolids Facility Natural Gas Service Line, Bid 11-50, and approval of a 5% contingency of \$6,000.

\$ 125,250.00
 Cost of this request

\$ 5,589,962
 Category / Project Budget

Biosolids II Gas Line
 Program Category / Project Name

4480.9480.5315.00
 Account Number

\$ 4,305,382
 Funds Used to Date

Wastewater Sys Imprv Project
 Program / Project Category Name

02133.0620
 Project Number

\$ 1,284,580
 Remaining Balance

Water and Sewer
 Fund Name

Budgeted Item ☒ XX

Budget Adjustment Attached ☐

D. Jurgens
 Department Director

17 Aug 11
 Date

Previous Ordinance or Resolution # _____

J. Skelliff
 City Attorney

8-18-11
 Date

Original Contract Date: _____

Original Contract Number: _____

Paula A. Behr
 Finance and Internal Services Director

8-19-2011
 Date

Received in City 08-13-11 P03:48 RCVD
 Clerk's Office

Kim F.

Don Man
 Chief of Staff

8-20-11
 Date

Received in Mayor's Office



Lonell Jordan
 Mayor

8/22/11
 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: August 16, 2011

Subject: Construction contract with Goodwin & Goodwin, for \$119,250.00, for the construction of Biosolids Facility Natural Gas Service Line, Bid 11-50

RECOMMENDATION

City Administration recommends approval of a construction contract with Goodwin & Goodwin, for \$119,250.00, for the construction of Biosolids Facility Natural Gas Service Line, Bid 11-50, and approval of a \$6,000 contingency (approximately 5%).

BACKGROUND

The biosolids drying projects are nearing completion. The solar houses are complete and in operation. This summer, these units have been able to dry the material to 85-90% solids, although normal operations expect to produce a range of 40 - 70% solids. Thermal dryer construction will be complete in late October. This dryer will dry the biosolids to over 90% solids, producing a class A biosolids product which will be marketable as a soil amendment. Prior to these installations, the City hauled an average of 15 tractor trailer loads of biosolids weekly to landfills in Lamar or Russellville. Fuel prices and tipping fees made the landfill operation cost prohibitive and unsustainable. A gas pipeline is required to put the thermal dryer in service; the dryer is scheduled for completion September 9, 2011. This pipe, plus approximately 6,600' of pipe that will be installed using in-house crews, will connect gas service from the gas meter at the Noland WWTF on Fox Hunter Road to the biosolids site on Wyman Road east of the White River. Once completed, we will be able to dry all biosolids in house, preventing hauling to landfills, and allow for virtually unrestricted and unlimited use of the product.

DISCUSSION

This Contract provides for the installation of 450 feet of 4-inch steel pipe by directional drilling underneath the White River. Bids opened on August 16, 2011; the only bid received was from Goodwin & Goodwin. Their \$119,250.00 bid is under the \$120,000 certified for this project. Staff recommends awarding the contract to the lowest responsible bidder, Goodwin & Goodwin. They have successfully completed a number of other projects for the City in recent years.

BUDGET IMPACT

Funds are available in the WSIP project budget.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #11-50 AND APPROVING A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$119,250.00 FOR THE CONSTRUCTION OF A NATURAL GAS SERVICE LINE TO THE BIOSOLIDS FACILITY, AND APPROVING A FIVE PERCENT (5%) PROJECT 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 awards Bid #11-50 and approves a contract with Goodwin & Goodwin, Inc. in the amount of \$119,250.00 for the construction of a natural gas service line to the biosolids facility.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a five percent (5%) project contingency.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:
Date: 8/16/2011
P.O Number:
Expected Delivery Date: ASAP

A. 10

Bid #11-50 Goodwin & Goodwin, Inc.

Page 4 of 18

Vendor #: 293 Vendor Name: Goodwin & Goodwin Mail Yes: x No:

Address: 3503 Free Ferry Road Fob Point: 1400 N Fox Hunter Fayetteville, AR 72703 Taxable Yes: x No: Quotes Attached Yes: No: x

City: Fort Smith State: AR Zip Code: 72903 Ship to code: Division Head Approval:

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

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Biosolids Management - Gas Service Line Bid 11-50	1	ea	119,250.00	\$119,250.00	4480.9480.5315.00	02133.0620		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Bid 10-60

Subtotal: \$119,250.00
Tax:
Total: \$119,250.00

Approvals:

Mayor:

Department Director:

Purchasing Manager:

Finance & Internal Services Director:

Budget Manager:

IT Manager:

Dispatch Manager:

Utilities Manager:

Other:

SECTION 00500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the **CITY OF FAYETTEVILLE** and **GOODWIN & GOODWIN, INC.**

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

BIOSOLIDS FACILITY NATURAL GAS SERVICE LINE, WHITE RIVER CROSSING

2. **GOODWIN & GOODWIN, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. **GOODWIN & GOODWIN, 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 **60** calendar days. **GOODWIN & GOODWIN, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$500** for each calendar day thereafter that the **WORK** is not complete.
4. **GOODWIN & GOODWIN, 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
 - 5.8 General Conditions
 - 5.9 Prevailing Wage Rates
 - 5.10 Notice of Award
 - 5.11 Notice to Proceed
 - 5.12 Project Manual for Biosolids Management
 - 5.13 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **GOODWIN & GOODWIN, 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, it 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 GOODWIN & GOODWIN, 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

BY _____
Mayor Lioneld Jordan

[CORPORATE SEAL]

ATTEST _____

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

BY _____

[CORPORATE SEAL]

ATTEST _____

Address for giving notices:

3503 Free Ferry Road
Fort Smith, AR 72903
License No. 00169604

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

(THIS PAGE INTENTIONALLY LEFT BLANK)

END OF SECTION 00500



BID: 11-50
DATE: 08/16/11
TIME: 2:00 PM
CITY OF FAYETTEVILLE

**Bid 11-50, Construction - Biosolids Facility Natural Gas Service
Line, White River Crossing Re-Bid**

BIDDER	TOTAL BASE BID
1 Goodwin & Goodwin, Inc.	\$119,250.00

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

CERTIFIED:


P. VICE, PURCH MGR


WITNESS


DATE

SECTION 00310

BID PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306

113 W. MOUNTAIN

FAYETTEVILLE, AR 72701

DATE: August 16, 2011, 2:00 p.m. LOCAL TIME

Proposal of: Goodwin - Goodwin - INC

Address: 3503 Free Ferry Rd

Ft Smith, Ar 72903

Bid For: CONSTRUCTION - BIOSOLIDS FACILITY NATURAL GAS SERVICE LINE,
WHITE RIVER CROSSING RE-BID

Bid Submitted to:

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

BIDDER will complete the **Work** for the price listed below. Unit prices shall be shown on Page 4.

Total Base Bid:

\$ 119,250

One Hundred Nineteen thousand two hundred fifty
Amount in Words

\$ 119,250⁰⁰
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**: _____

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 Arkansas

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

☐ An Individual whose full name is: _____

Goodwin & Goodwin - Inc

General Contractor (Firm Name)

Bryon Goodwin

Signed By

President

Title

8-16-2011

Date

3503 Free Ferry Rd

Address

#1 South, AR 72903

479-651-7321, 479-783-7555

Telephone Number & Fax

00169604-12

Contractor's License Number

<u>Item</u> <u>No.</u>	<u>Item Description</u>	<u>Approx.</u> <u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u> <u>In Figures</u>	<u>Total</u>
1	Installation of 4-inch steel carrier pipe by horizontal directional drilling (HDD)	450	LF		

Two Hundred Sixty Five

dollars

\$265⁰⁰ \$119,250⁰⁰

one hundred nineteen thousand
 Total Base Bid in Words two hundred sixty five

Total Base Bid in Figures \$119,250⁰⁰

END OF SECTION 00310

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>H-H Bore</u>	<u>Fayetteville, Ar</u>	<u>Bore</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
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: 8-16-2011

Signed: [Signature]

(THIS PAGE INTENTIONALLY LEFT BLANK)

END OF SECTION 00311



Brown • Hiller • Clark & Associates

5500 Euper Lane

PO Box 3529

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

www.bhca.com

Bid Bond

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

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

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

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

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

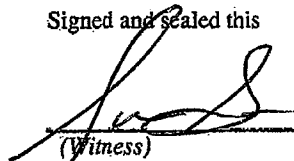
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

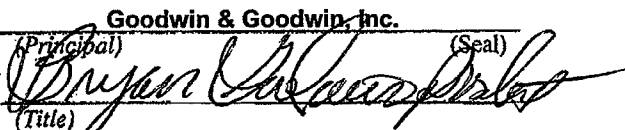
as Obligor, hereinafter called the Obligor, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly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

WHEREAS, the Principal has submitted a bid for **Bid-11.50 - Biosolids Management Facility Natural**
(Here insert full name, address and description of project)
Gas Service Line, White River Crossing, Re-Bid

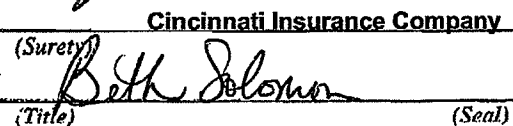
NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this **16th** day of **August** **2011**


(Witness)

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


(Witness)

Cincinnati Insurance Company
(Surety)  (Seal)
(Title)

Beth Solomon, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

A. 10
Bid #11-50 Goodwin &
Goodwin, Inc.
Page 17 of 18

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

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark;
Janice A. Butler; Scott Taylor and/or Beth Solomon

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

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

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

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

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

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

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

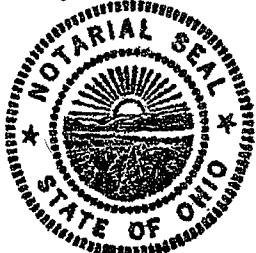


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

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



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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 16th day of August, 2011.



Beggy J. Schlemmer
Secretary

BN-1005 (10/08)

City of Fayetteville Staff Review Form

A. 11
 Bid #11-53 RJR Enterprises, Inc.
 Page 1 of 46

City Council Agenda Items
 and
 Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
 Agenda Items Only

Carole Jones *CJ*
 Submitted By

Park Planning
 Division

Parks and Recreation
 Department

Action Required:

A resolution awarding Bid #11-53 and approval of a contract with RJR Enterprises, Inc. in the amount of \$33,300 with a 10% project contingency of \$3,330 for a total project cost of \$36,630 for the Construction of Gulley Park Playground Resurfacing.

\$ 36,630.00
 Cost of this request

\$ 52,235.00
 Category / Project Budget

Gulley Improvements
 Program Category / Project Name

2250.9256.5806.00
 Account Number

\$ -
 Funds Used to Date

Gulley Park Renovations
 Program / Project Category Name

05001.0801 & 05001.1001
 Project Number

\$ 52,235.00
 Remaining Balance

Park Land Dedication (NE)
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Commie Emerson 8-19-11
 Department Director Date

Previous Ordinance or Resolution # _____

Dr. Kelly 8-19-11
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Belin 8-19-2011
 Finance and Internal Services Director Date

08-19-11 P12:22 RCVD
 Received in City Clerk's Office *WJ*

Don Man 8-20-11
 Chief of Staff Date

Received in Mayor's Office
 ENTERED 8/19/11 *WJ*

Leonel J. Jarama 8/22/11
 Mayor Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *CE*
Alison Jumper, Park Planning Superintendent

From: Carole Jones, Park Planner *CJ*

Date: August 19, 2011

Subject: Bid #11-53, Construction of Gulley Park Playground Resurfacing
Agenda Request for September 6, 2011 Meeting

PROPOSAL:

Gulley Park, consisting of 28 acres, is a community park serving the entire city as well as the adjacent neighborhoods. The park is situated in the northeast quadrant of town east of College Avenue (U.S. Highway 71B), west of Crossover Road (Arkansas Highway 265) and north of Township Street.

The existing playground surface was installed in 2000 along with the existing playground. The surface is worn, damaged, has become a safety hazard and is in need of replacement. The project includes the demolition of the existing playground surface, installation of new safety surface tiles and associated site work. The project was approved as part of the 2010 CIP.

The project was advertised on August 4 and 11, and bids were opened on August 18, 2011. Two vendors including RJR Enterprises, Inc. and Arkoma Playgrounds and Supply submitted bids. RJR Enterprises, Inc. was the low bid in the amount of \$33,300. (See attached bid tabulation sheet.) If approved, the construction of the project is anticipated to begin in September 2011 and be completed in December 2011.

RECOMMENDATION:

A resolution awarding Bid #11-53 and approval of a contract with RJR Enterprises, Inc. in the amount of \$33,300 with a 10% project contingency of \$3,330 for a total project cost of \$36,630 for the Construction of Gulley Park Playground Resurfacing.

BUDGET IMPACT:

This project is funded with Park Land Dedication (NE Quadrant) funds (\$52,235). Total project cost including a 10% project contingency is \$36,630.

Attachments:

Bid Tabulation Sheet
RJR Enterprises, Inc. Bid Submittal
Contract Agreement Signed by Contractor
Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #11-53 AND APPROVING A CONTRACT WITH RJR ENTERPRISES, INC. IN THE AMOUNT OF \$33,300.00, PLUS A TEN PERCENT (10%) PROJECT CONTINGENCY, FOR PLAYGROUND RESURFACING AT GULLEY PARK

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #11-53 and approves a contract with RJR Enterprises, Inc. in the amount of \$33,300.00, plus a ten percent (10%) project contingency, for playground resurfacing at Gulley Park

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Bid 11-53 Construction of Gulley Park Playground Resurfacing
Detailed Bid Tab: August 18, 2011 - 2:00 PM, Local Time

				ARKOMA Playgrounds & Supply		RJR Enterprises Inc.	
ITEM#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid)	L.S.	1.00		\$437.50		\$1,500.00
2	Bonds and Insurance	L.S.	1.00		\$1,050.00		\$1,600.00
3	Demolition, removal and disposal of existing playground safety surfacing and asphalt ramp connection	L.S.	1.00		\$2,500.00		\$4,000.00
4	Site preparation - including tree protection fencing and protection of existing sidewalk and trail	L.S.	1.00		\$500.00		\$600.00
5	Preparation of existing concrete playground surface per tile manufacturer's instructions	L.S.	1.00		\$2,250.00		\$300.00
6	Construction of concrete playground slab - complete in place per details	S.Y.	9.00		\$2,500.00		\$900.00
7	Surface tiles (approx. 225 SY) - complete in place per details	L.S.	1.00		\$24,542.16		\$23,000.00
8	Construction of approximately 4.5 SY concrete ramp connection and installation of ADA-accessible ramp tile - complete in place per details	L.S.	1.00		\$1,500.00		\$800.00
9	Site restoration - including 4-inch depth topsoil, fescue seed, straw and water	AC.	0.10		\$625.00		\$600.00
TOTAL BID AMOUNT					\$35,904.66		\$33,300.00

CERTIFIED:

P. Vice
 Peggy Vice, Purchasing Manager

[Signature]
 WITNESS

8-18-11
 DATE

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

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION OF GULLEY PARK PLAYGROUND RESURFACING

BID # 11-53
Date: August 18, 2011



Project Check List

Bid 11-53, Construction of Gulley Park Playground Resurfacing

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

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

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

CONTRACTOR NAME: RJR Enterprises Inc.

ARKANSAS CONTRACTOR'S LICENSE #: 0093500412

City of Fayetteville
Bid 11-53, Construction of
Gulley Park Playground Resurfacing

August 18, 2011

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61134011

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Christine Piker

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: R J R Enterprises, Inc.

Obligee: City of Fayetteville

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 16th, 2011, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 18th day of August, 2011.

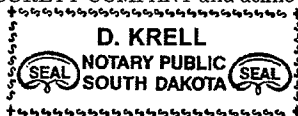


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

On this 18th day of August, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 18th day of August, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

BID BOND
(Percentage)

Bond No. 61134011

KNOW ALL PERSONS BY THESE PRESENTS, That we R J R Enterprises, Inc.
of 804 N. 42ND ST., ROGERS, AR 72756

WESTERN SURETY COMPANY

, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto City of Fayetteville

~~XX~~

, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid

(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

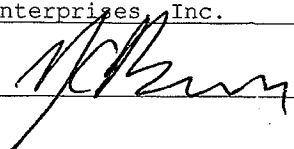
WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Gulley Park Playground Re-Surfacing

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 18th day of August, 2011.

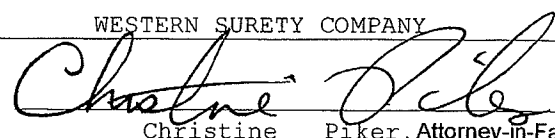
Principal

R J R Enterprises, Inc.

BY: 

Surety

WESTERN SURETY COMPANY

BY: 

Christine Piker, Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

A. 11
Bid #11-53 RJR Enterprises, Inc.
RJR-EN-1 OP ID: CP
Page 9 of 40
DATE (MM/DD/YYYY)
08/17/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rogers Insurance Agency P.O. Box 2048 Rogers, AR 72757-2048 Roland W. Julian, CIC		479-636-4551	CONTACT NAME: Chris Piker PHONE (A/C, No, Ext): 479-636-4551 FAX (A/C, No): 479-636-1239 E-MAIL: cpiker@rogers-insurance.com ADDRESS:
INSURED RJR Enterprises, Inc. 804 North 42nd Street Rogers, AR 72756		INSURER(S) AFFORDING COVERAGE INSURER A: Accident Fund Ins Co. NAIC # 10166 INSURER B: Cincinnati Insurance Company 10677 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		EPP0028068	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS		EBA0028068	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		EPP0028068	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WCV6068739	09/14/10	09/14/11	WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Gulley Park Playground re-surfacing

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville 113 W. Mountain Fayetteville, AR 72701	CITFAY0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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Section 00 41 13

BID FORM

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
1	1	Lump Sum	Mobilization - (not to exceed 5% of total bid)		
			<u>One Thousand Five Hundred Dollars</u> dollars	<u>\$1,500.00</u>)L.S. in figures	<u>\$ 1,500.00</u> in figures
			amount written in words		
2	1	Lump Sum	Bonds and insurance		
			<u>One Thousand Six Hundred Dollars</u> dollars	<u>\$1,600.00</u>)L.S. in figures	<u>\$ 1,600.00</u> in figures
			amount written in words		
3	1	Lump Sum	Demolition, removal and disposal of existing playground safety surfacing and asphalt ramp connection		
			<u>Four Thousand Dollars</u> dollars	<u>\$</u>)L.S. in figures	<u>\$4,000.00</u> in figures
			amount written in words		
4	1	Lump Sum	Site preparation - including tree protection fencing and protection of existing sidewalk and trail		
			<u>Six Hundred Dollars</u> dollars	<u>\$</u>)L.S. in figures	<u>\$ 600.00</u> in figures
			amount written in words		
5	1	Lump Sum	Preparation of existing concrete playground surface per tile manufacturer's instructions		
			<u>Three Hundred Dollars</u> dollars	<u>\$</u>)L.S. in figures	<u>\$ 300.00</u> in figures
			amount written in words		
6	9	Square Yards	Construction of concrete playground slab - complete in place per details		
			<u>Nine Hundred Dollars</u> dollars	<u>\$100.00</u>)S.Y. in figures	<u>\$ 900.00</u> in figures
			amount written in words		
7	1	Lump Sum	Surface tiles (approx. 225 SY) - complete in place per details		
			<u>Twenty Three Thousand Dollars</u> dollars	<u>\$</u>)L.S. in figures	<u>\$ 23,000.00</u> in figures
			amount written in words		
8	1	Lump Sum	Construction of approximately 4.5 SY concrete ramp connection and installation of ADA-accessible ramp tile - complete in place per details		
			<u>Eight Hundred Dollars</u> dollars	<u>\$</u>)L.S. in figures	<u>\$ 800.00</u> in figures
			amount written in words		
9	0.10	Acres	Site restoration - including 4-inch depth topsoil, fescue seed, straw and water		
			<u>Six Hundred Dollars</u> dollars	<u>\$6,000.00</u>)AC. in figures	<u>\$ 600.00</u> in figures
			amount written in words		

This bid form continues on the next page...

BID FORM Continued

TOTAL BID

Thirty Three Thousand Three Hundred Dollars \$ 33,300.00
amount written in words dollars in figures

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

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Firm Name RJR Enterprises Inc.

By Myron Brown

Address 804 N 4th St.

City Rogers State AR

** Arkansas State Contractor's License Number 0093500412

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

End of Section 00 41 13

City of Fayetteville
Bid 11-53, Construction of Gulley Park Playground Resurfacing

Certification of Debarment – THIS FORM NEEDS TO BE SUBMITTED WITH EVERY BID

ATTENTION: Please submit this form with your bid.

As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Ryan Brown
COMPANY: RJR Enterprises Inc.
PHYSICAL ADDRESS: 804 N 42nd St. Rogers, AR 72756
MAILING ADDRESS: 804 N. 42nd St. Rogers, AR 72756
PHONE: 479-936-1092 FAX: 479-439-8692
EMAIL: ryanbrown@nwaarjr.com
SIGNATURE: [Signature]
DATE: 8/17/2011

City of Fayetteville
Bid 11-53, Construction of Gulley Park Playground Resurfacing
Statement of Disclosure (please submit with Bid)

ATTENTION: Please submit this form with your bid.

DISCLOSURE STATEMENT:

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

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

☒ 1.) NO KNOWN RELATIONSHIP EXISTS

☐ 2.) RELATIONSHIP EXISTS (Please explain)

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

- 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.

Ryan Brown
Printed Name

[Signature]
Signed



www.accessfayetteville.org



Pre-Bid Meeting
Bid #11-38, Construction of Gulley Park Playground Resurfacing
August 11, 2011

Parks and Recreation

Project Manager

Parks and Recreation main line

Carole Jones, P.E.

Ph: 444-3472

Ph: 444-3471

Procedures

- Bonds (recorded at the Washington County courthouse by the Contractor) and insurance
- Necessary permits – Grading permit may be required; fees for city projects are waived.
- Location of underground facilities (1-800-482-8998, Arkansas One-Call System, Inc.)

Copies of documents

- Owner will provide Contractor with two sets of drawings and specifications.

Contract Time

- The project **MUST** be completed on or before December 16, 2011.
- 60 days total contract
- 45 days for substantial completion
- 15 additional days for final completion
- Work days are Monday through Friday unless approved by Parks and Recreation staff in advance.

Permits: Meet all state, local and federal requirements

- A SWPPP is not required, but the contractor will be responsible for all installing and maintaining all erosion control, site preparation and tree protection measures. Expect daily re-installation of some items, such as construction fencing.

Submittals

- Class 7 base
- Concrete mix designs – 3,500 psi fiber reinforced for sidewalk connection and playground slab extension
- Surface tiles
- Grass seed (tall turf fescue blend)

Site-Visits and Project Milestones

- Tree protection fence must be in place prior to commencement of work.
- Site preparation; demolition and removal of existing safety surfacing; construction of sidewalk connection and playground slab extension; and site restoration shall be executed to minimize disturbance to park users and the park. Orange construction fencing or similar material shall be provided to re-route park users around the construction areas.
- Layout of amenities
- Protection of existing sidewalk and trail
- Construction of sidewalk connection and playground slab extension
- Assembly and installation of surface tiles – Installer **MUST** be certified and approved by the tile manufacturer.
- Site restoration – topsoil and tall turf fescue seed and straw

ADA Requirements

- All amenities shall be ADA accessible, including, but not limited to the following:
- Playground slab and tiles
 - Sidewalk(s)

Pre-Bid Meeting Page 2 of 2
Bid #11-53, Construction of Gulley Park Playground Resurfacing
August 11, 2011

Project Specifics

- Preparation of the existing concrete playground slab shall be in accordance with the tile manufacturer's recommendations and instructions.
- It is the intent of the construction drawings for all work to be conducted outside of all existing tree drip lines; however, the contractor shall be responsible for root pruning any tree roots that may be encountered during construction. Roots must be cut clean with a saw or by other pre-approved method.

Work by Others

- None



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8289

INVITATION TO BID

INVITATION TO BID: BID, 11-53, Construction of Gulley Park Playground Resurfacing
DEADLINE: August 18, 2011 at 2:00 PM, Central Standard 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: Issued: August 4, 2011 – Advertisement: August 11, 2011

INVITATION TO BID

BID 11-53, CONSTRUCTION OF GULLEY PARK PLAYGROUND RESURFACING

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 11-53, Construction of Gulley Park Playground Resurfacing", 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.

PRE-BID MEETINGS: A non-mandatory pre-bid conference will be held on Thursday, August 11, 2011 at 10:00 AM at Gulley Park located at 1850 E. Township Street. All interested parties are strongly encouraged to attend the meeting.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for any updates and addenda issued to this project. Failure to acknowledge addenda issued as instructed could result in rejection of bid.

**CITY OF FAYETTEVILLE
INVITATION TO BID
BID 11-53, Construction of Gulley Park Playground Resurfacing**

The City of Fayetteville is accepting bids from properly licensed firms for the construction of playground resurfacing at Gulley Park located at 1850 E. Township Street in Fayetteville, Arkansas. This project includes the demolition of the existing playground rubber surfacing and the installation of new ADA accessible rubber tile surfacing and associated site work at Gulley Park. Any questions concerning the bid should be addressed to Andrea Foren, Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

All bids must be submitted in a sealed envelope or package labeled "Bid 11-53, "Construction of Gulley Park Playground Resurfacing". All bids must be received before **Thursday, August 18, 2011 at 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. No late bids will be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

PRE-BID MEETINGS: A non-mandatory pre-bid conference will be held on Thursday, August 11, 2011 at 10:00 AM at Gulley Park located at 1850 E. Township Street. All interested parties are strongly encouraged to attend the meeting.

Bidding documents and plans must be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Parks and Recreation Department, 1455 S. Happy Hollow Road, Fayetteville, Arkansas.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid must be accompanied by a certified check or bid bond in an amount not less than five (5) percent of the amount bid.

A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of \$20,000.00 or more.

A State of Arkansas Contractor's License is required for any bid exceeding \$20,000.00.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor shall be paid.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB
City Purchasing Agent

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

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- 00 01 10 Table of Contents

PROCUREMENT REQUIREMENTS

00 10 00 SOLICITATION

- 00 11 13 Advertisements and Invitations
- 00 11 13 Invitation to Bid

00 20 00 INSTRUCTIONS FOR PROCUREMENT

- 00 21 00 Instructions
 - 00 21 13 Instructions to Bidders
 - 00 21 15 Statement of No Bid
 - 00 21 17 Disclosure Statement

00 40 00 PROCUREMENT FORMS AND SUPPLEMENTS

- 00 41 00 Bid Forms
 - 00 41 13 Bid Form
 - 00 41 16 Bid Bond

CONTRACTING REQUIREMENTS

00 50 00 CONTRACTING FORMS AND SUPPLEMENTS

- 00 51 00 Notice of Award
- 00 52 00 Agreement Forms
 - 00 52 13 Agreement
- 00 55 00 Notice to Proceed

00 60 00 PROJECT FORMS

- 00 61 00 Bond Forms
 - 00 61 13 Performance and Payment Bond Form
 - 00 61 13.13 Construction Performance Bond – Exhibit A
 - 00 61 13.16 Construction Payment Bond – Exhibit B
- 00 62 00 Certificates and Other Forms
 - 00 62 16 Certificate of Insurance – Exhibit C

00 70 00 CONDITIONS OF THE CONTRACT

- 00 72 00 General Conditions
 - 00 72 13 General Conditions
- 00 73 00 Supplementary Conditions
 - 00 73 13 Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS

01 00 00 GENERAL REQUIREMENTS

01 10 00 SUMMARY

01 11 00 Summary of Work

01 11 13 Summary of Work

01 20 00 PRICE AND PAYMENT PROCEDURES

01 22 00 Unit Prices

01 26 00 Contract Modification Procedures

01 26 13 Modification Procedures

01 29 00 Payment Procedures

01 29 76 Progress Payment Procedures

01 30 00 ADMINISTRATIVE REQUIREMENTS

01 31 00 Project Management and Coordination

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01 32 00 Construction Progress Documentation

01 32 16 Construction Progress Schedule

01 33 00 Submittal Procedures

01 33 13 Submittals

01 40 00 QUALITY REQUIREMENTS

01 41 00 Regulatory Requirements

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01 42 00 References

01 42 13 Reference Standards, Abbreviations and Acronyms

01 45 00 Quality Control

01 45 23 Testing Laboratory Services

01 50 00 TEMPORARY FACILITIES AND CONTROLS

01 51 00 Construction Facilities and Temporary Controls

01 60 00 PRODUCT REQUIREMENTS

01 62 00 Product Options

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01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

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DIVISION 02 – EXISTING CONDITIONS

02 41 00 Demolition

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DIVISION 03 – CONCRETE

03 05 00 CONCRETE

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03 30 53 Cast-in-Place Concrete

DIVISION 04– MASONRY – Not Used

DIVISION 10 – SPECIALTIES

10 90 13 Playground Surfacing Tiles

DIVISION 11 – EQUIPMENT – Not Used

DIVISION 12 – FURNISHINGS – Not Used

DIVISION 13 – SPECIAL CONSTRUCTION – Not Used

DIVISION 16 – ELECTRICAL – Not Used

DIVISION 31 – EARTHWORK

31 14 00 SITE WORK

31 14 13 Site Work

31 14 16 Site Preparation

31 14 19 Site Restoration

DIVISION 32 – EXTERIOR IMPROVEMENTS – Not Used

Attachments:

Attachment A: FHWA-1273 Special Provisions Listings and Supplements
Attachment B: Drawings (5 sheets)

Section 00 21 13

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- 1.5 Local Time - Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before 2:00:00 as shown by the atomic clock located in the Purchasing Division Office.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Parks and Recreation Department, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and

sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Project Manager of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1** If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Project Manager not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2** Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3** Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Project Manager.
- 5.4** Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1** Estimated quantities, on file at the City Parks and Recreation office, are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - UNIT PRICES

- 7.1** Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.

- 7.2** Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3** By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1** Bids are due as indicated in the Advertisement for Bids.
- 8.2** Bids must be made out in ink on the Bid Form included in these Bidding Documents. Bid Form shall not be removed from the bound Project Manual, nor shall bids be submitted on a photocopy of the Bid Form. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3** Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4** Address bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5** Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6** No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

- 8.7** All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax exempt entity.

PART NINE - SIGNATURE ON BIDS

- 9.1** If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2** All names must be typed or printed in black ink below the signature.
- 9.3** The address and telephone number for communications regarding the Bid must be shown.
- 9.4** Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5** The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1** Bid security, in the form of a bid bond, certified check, or similar financial instrument, in the amount stated in the Advertisement for Bids, must accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder will not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2** The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1** After the Notice of Award has been issued, Contractor shall furnish three original surety performance bonds and payment bonds, equal to one hundred percent of the contract price.

- 11.2 Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).
- 11.3 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.4 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.5 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.6 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.
- 11.7 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE - CONTRACT TIME

- 12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration. All requests for approved equals shall be submitted by Thursday, August 11, 2011, 2:00 PM by e-mail. Such request to obtain a pre-approved equal shall be made in writing to Andrea Foren, Purchasing Agent, at aforen@ci.fayetteville.ar.us. The Purchasing Agent will forward any such requests to the City of Fayetteville Parks & Recreation Department for review. Approval of all submittals will be made only by Addendum to all holders of Bidding Documents by the City of Fayetteville Purchasing Division.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1** A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Project Manager's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1** Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2** More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3** Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4** Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5** Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6** Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.

- 18.7** Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1** Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1** After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2** In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3** City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1** City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2** City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1** City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1** Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1** When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1** Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans With Disabilities Act
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder. (See Section 01 41 13 - Regulatory Requirements for **PREVAILING WAGE DETERMINATION** for this project.)

End of Section 00 21 13

City of Fayetteville
Bid 11-53, Construction of Gulley Park Playground Resurfacing
Statement of No Bid – If Applicable

We, the undersigned, have declined to bid for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the Bid
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

*NAME OF FIRM: _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL ADDRESS: _____

*BY :(PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

*PLEASE LIST OTHER COMMENTS BELOW:

*Please note: We appreciate your feedback on this form and are very interested in your reason for not submitting a proposal. Please do not hesitate to contact Andrea Foren at 479-575-8220 if you have questions, comments, or concerns regarding these proposal documents.

National Recreation and Park Association

Let it be known that

SHAWN BROWN

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a

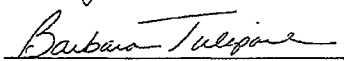
Certified Playground Safety Inspector



**Certified
Playground
Safety Inspector**



NATIONAL CERTIFICATION BOARD CHAIRPERSON



NRPA CHIEF EXECUTIVE DIRECTOR

3/11/2011

DATE CERTIFIED

176800414

CERTIFICATION NUMBER

4/1/2014

EXPIRATION DATE



National Recreation
and Park Association

National Recreation and Park Association

Let it be known that

LARRY BROWN

has met the requirements of the standards set forth by the
National Certification Board

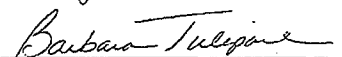
and is hereby granted certification as a
Certified Playground Safety Inspector



**Certified
Playground
Safety Inspector**



NATIONAL CERTIFICATION BOARD CHAIRPERSON



NRPA CHIEF EXECUTIVE DIRECTOR

3/11/2011

DATE CERTIFIED

176780414

CERTIFICATION NUMBER

4/1/2014

EXPIRATION DATE



National Recreation
and Park Association

little tikes

COMMERCIAL

Playgrounds Fun & Easy!™
CERTIFICATE

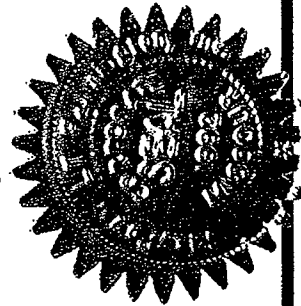
OF

FACTORY INSTALLATION CERTIFICATION

RJR ENTERPRISES, INC.

Rogers, Arkansas

*Has successfully completed the requirements to be recognized as a
PlayPower LT Farmington, Inc Factory certified installer*



January, 2009

Sammy Suggenberger
Sammy Suggenberger
Vice President, Operations



1.0 PlayPower LT Farmington, Inc. (PPLT) kid tiles are guaranteed to be free of manufacturing defects in material and workmanship for 10 years ("Warranty Period"). If there are defects in material and workmanship during the Warranty Period, PlayPower LT Farmington, Inc. (PPLT) will replace or repair the mats, as described herein, at no cost to the owner/end-user. Should defects in material or workmanship be found, it is the owner's responsibility to contact PlayPower LT Farmington, Inc. (PPLT) through the point of purchase or directly; as described below. This warranty does not cover dissatisfaction, problems or other damage to the materials due to or as a result of:

- a) improper installations and/or improper maintenance;
- b) fading due to sunlight (Outdoor exposure, abrasions, and ultra-violet rays may cause normal change in the surface color and is not considered a defect under this warranty);
- c) shading (color variation) of individual pieces due to natural rubber variations;
- d) use of harsh and acidic chemicals, acidic foods and abrasive chemicals;
- e) water spotting, petroleum adhesives or floor sealants or abuse;
- f) color variation between samples and/or printed illustrations and actual product;
- g) wear or product degradation expected from the use or environment of installation;
- h) chewing, clawing or other animal destruction;
- i) exposure to chlorine, solvents, acids, or other harmful chemicals; or
- j) acts of negligence, misuse, or willful or accidental external influences including but not limited to, vandalism, riot, or acts of war.

* * *Proof of Purchase is Required * * *

1.1 The warranty is limited to the repair or replacement of products of PlayPower LT Farmington, Inc. (PPLT) which are shown to be defective. The owner/end-user agrees not to advance any claim for any other measure of damage or loss. PlayPower LT Farmington, Inc. (PPLT) shall not be liable for installation, disassembly, removal, disposal, return shipping, or other similar costs.

1.2 PlayPower LT Farmington, Inc. (PPLT) shall not be liable for any damage, loss or claim whatsoever unless:

- 1.2.1 The manufacturer is notified in writing within fifteen (15) days of any occurrence which might give rise to a claim;
- 1.2.2 The owner/end-user has obtained written authorization from PlayPower LT Farmington, Inc. (PPLT) prior to making any repairs or alterations on or through the surface which may affect the integrity of the materials;
- 1.2.3 PlayPower LT Farmington, Inc. (PPLT) is first permitted to inspect the allegedly defective product or cause of the alleged loss, damage or claim;
- 1.2.4 The material is installed according to the written instructions provided by PlayPower LT Farmington, Inc. (PPLT) Inc. and used only as intended by PlayPower LT Farmington, Inc. (PPLT).

1.3 If, after inspection, PlayPower LT Farmington, Inc. (PPLT) determines that there has been a material defect in the product within the Warranty Period described in Paragraph 1.0, the liability of PlayPower LT Farmington, Inc. (PPLT) to either: (a) delivery of repair or replacement material for the impacted area, or (b) credit to be applied toward the purchase of new material. The value of either remedy shall be pro-rated upon the remaining months of unexpired warranty as determined by the manufacturer. The maximum pro-rated value of either remedy shall be pro-rated upon the remaining months of unexpired warranty as determined by the manufacturer. The maximum pro-rated value of either remedy shall in no case exceed the original purchase price.

Limitation of Warranty:

- I. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF
2. PLAYPOWER LT FARMINGTON, INC. (PPLT) SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.
3. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR DAMAGES.
4. NO AGENT OF REPRESENTATIVE OF PLAYPOWER LT FARMINGTON, INC. (PPLT) HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR GUARANTEE NOT STATED HEREIN .

Disclaimer:

Recycled rubber, as with any recycled product, can vary. Tolerances in thickness and width have been made as stringent as is possible, but some variance is to be expected. Rubber's nature is to expand and contract with changes in Temperature and humidity.

PlayPower LT Farmington, Inc. (PPLT) kid tiles are not to be used in any manner or for any purpose not expressly identified by PlayPower LT Farmington, Inc. (PPLT).

License No. 0093500412

AMENDED

ID #11767

State of Arkansas
Contractors Licensing Board

RJR ENTERPRISES, INC.
804 N 42ND ST
ROGERS, AR 72756

RJR ENTERPRISES, INC.

This is to Certify That

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

BUILDING

with the following suggested bid limit \$950,000

from June 24, 2011 until April 30, 2012

amended August 16, 2011

when this Certificate expires.

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



John D. Goyan

Cecil L. Malone

CHAIRMAN

SECRETARY

August 16, 2011

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2011 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and RJR Enterprises, Inc. (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of the demolition, removal and disposal of the existing poured-in-place rubber playground surfacing and the installation of new ADA accessible rubber tile surfacing and associated site work at Gulley Park and all items indicated in the Drawings and Specifications.

Article 2. PROJECT MANAGER.

The Project has been designed by

City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

and will be hereinafter called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Gulley Park Playground Resurfacing shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 60 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty)

CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

ITEM#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid)	L.S.	1.00	\$1,500.00	\$1,500.00
2	Bonds and insurance	L.S.	1.00	\$1,600.00	\$1,600.00
3	Demolition, removal and disposal of existing playground safety surfacing and asphalt ramp connection	L.S.	1.00	\$4,000.00	\$4,000.00
4	Site preparation - including tree protection fencing and protection of existing sidewalk and trail	L.S.	1.00	\$600.00	\$600.00
5	Preparation of existing concrete playground surface per tile manufacturer's instructions	L.S.	1.00	\$300.00	\$300.00
6	Construction of concrete playground slab - complete in place per details	S.Y.	9.00	\$100.00	\$900.00
7	Surface tiles (approx. 225 SY) - complete in place per details	L.S.	1.00	\$23,000.00	\$23,000.00
8	Construction of approximately 4.5 SY concrete ramp connection and installation of ADA-accessible ramp tile - complete in place per details	L.S.	1.00	\$800.00	\$800.00
9	Site restoration - including 4-inch depth topsoil, fescue seed, straw and water	AC.	0.10	\$6,000.00	\$600.00
TOTAL CONTRACT AMOUNT					\$33,300.00

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

90 percent of Work completed (with the balance of 10 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 31 as listed in table of contents thereof.
- 7.8. No Addenda.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through five with each sheet bearing the following general title: **Construction of Gulley Park Playground Resurfacing.**
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.10.1. Notice to Proceed
 - 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 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 contract 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. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, 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 PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2011 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

CONTRACTOR

By: _____
Mayor

By:  _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

*Attest  _____

* If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

(If CITY OF FAYETTEVILLE is a public body, attach License No. _____ evidence of authority to sign and resolution or other documents Agent for service of process: authorizing execution of Agreement.)

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

City Of Fayetteville - Purchase Order (PO) Request (Not a Purchase Order) All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions) All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us						Requisition No.:	Date:																																																																																																																								
Vendor #: 8493						Vendor Name: RJR Enterprises, Inc.																																																																																																																									
Address: 804 North 42nd Street						Fob Point:																																																																																																																									
City: Rogers						State: AR																																																																																																																									
Requester: Carole Jones, Park Planner II						Requester's Employee #: 3003																																																																																																																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Quantity</th> <th>Unit of Issue</th> <th>Unit Cost</th> <th>Extended Cost</th> <th>Account Numbers</th> <th>Project/Subproject #</th> <th>Inventory #</th> <th>Fixed Asset #</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Construction of Gulley Park Playground Resurfacing</td> <td>1</td> <td>1</td> <td>LS</td> <td>\$33,300.00</td> <td>2250.9256.5806.00</td> <td>05001.1001 and 05001.0801</td> <td></td> <td></td> </tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td><td>\$0.00</td><td></td><td></td><td></td><td></td></tr> <tr> <td>*</td> <td>Shipping/Handling</td> <td></td> <td>Lot</td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #	1	Construction of Gulley Park Playground Resurfacing	1	1	LS	\$33,300.00	2250.9256.5806.00	05001.1001 and 05001.0801			2					\$0.00					3					\$0.00					4					\$0.00					5					\$0.00					6					\$0.00					7					\$0.00					8					\$0.00					9					\$0.00					10					\$0.00					*	Shipping/Handling		Lot		\$0.00					Mail Yes: _____ No: _____ Taxable Yes: _____ No: _____ Quotes Attached Yes: _____ No: _____ Division Head Approval: <i>[Signature]</i> Extension: 472	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #																																																																																																																						
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Special Instructions: Tax is included in the bid price.						Subtotal: \$33,300.00 Tax: _____ Total: \$33,300.00																																																																																																																									
Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____ Department Director: <i>[Signature]</i> Budget Manager: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Manager: _____ Other: _____																																																																																																																															

City of Fayetteville Staff Review Form

A. 12
Environmental Protection Agency
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Approval of a budget adjustment to recognize reimbursement from the US Environmental Protection Agency for clandestine drug lab cleanup and disposal in the amount of \$8,000.00.

\$ 8,000.00
Cost of this request

\$ -
Category / Project Budget

EPA Drug Lab Cleanup
Program Category / Project Name

1010-2920-5315.00
Account Number

\$ 5,570.50
Funds Used to Date

Services/Charges
Program / Project Category Name

11026-1101
Project Number

\$ (5,570.50)
Remaining Balance

General
Fund Name

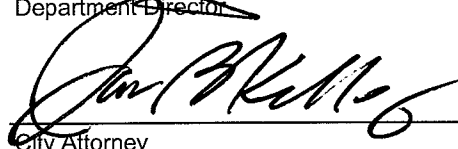
Budgeted Item ☐Budget Adjustment Attached ☒


Department Director

8-19-11
Date

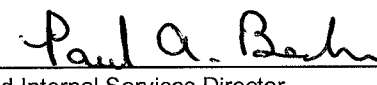
Previous Ordinance or Resolution #

Original Contract Date:


City Attorney

8-19-11
Date

Original Contract Number:


Finance and Internal Services Director

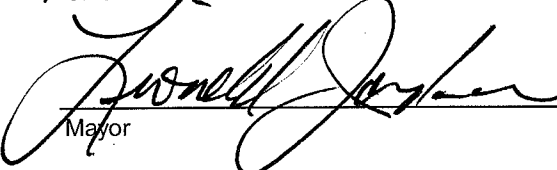
8-19-2011
Date

Received in City 08-19-11 P02:53 RCVD
Clerk's Office


Chief of Staff

8-22-11
Date

Received in
Mayor's Office


Mayor

8/22/11
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

From: Greg Tabor, Chief of Police 

Date: August 19, 2011

Subject: Approval of a Budget Adjustment to recognize Reimbursements from US Environmental Protection Agency for Clandestine Drug Lab Cleanup

PROPOSAL:

Historically, the Drug Enforcement Administration (DEA) paid for all hazardous waste cleanup and disposal resulting from the seizure of clandestine drug labs. We were notified in February 2011 that the DEA would no longer pay for these cleanup costs effective March 1, 2011. This left many local jurisdictions across the country with unbudgeted expenses they are now responsible for. We began researching alternative funding sources and found the US Environmental Protection Agency (EPA) provides reimbursement funds to local governments for hazardous waste cleanup. Many of the ingredients found at clandestine drug labs are classified as hazardous and require special handling and disposal. To access these reimbursement funds, we must submit applications notifying the EPA of our need. To date, we have submitted six (6) applications for reimbursement totaling \$5,570.50. We will submit additional applications for reimbursement to the EPA as needed.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize reimbursement funds from the US Environmental Protection Agency for clandestine drug lab cleanups in the amount of \$8,000.00. If you should have any comments or question regarding this grant award, please contact me at extension 500.

BUDGET IMPACT:

Reimbursement revenue equal to expenses associated with clandestine drug lab cleanup and disposal.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$8,000.00 TO RECOGNIZE REVENUE FROM THE ENVIRONMENTAL PROTECTION AGENCY TO THE POLICE DEPARTMENT FOR CLANDESTINE DRUG LAB CLEANUP AND DISPOSAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$8,000.00 to recognize revenue from the Environmental Protection Agency to the Police Department for clandestine drug lab cleanup and disposal. A copy of the budget adjustment is attached as Exhibit "A".

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

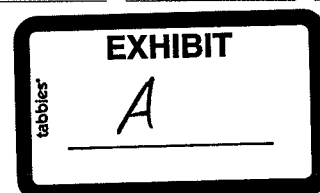
A. 12 V11.0425
Environmental Protection Agency
Page 4 of 10
Document Number

Budget Year	Division: Police Department: Police	Request Date	Adjustment Number
2011		9/6/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To establish an expense budget and recognize reimbursement revenue from the US Environmental Protection Agency for clandestine drug lab cleanup and disposal.

<u>[Signature]</u> Division Head <u>[Signature]</u> Budget Director <u>[Signature]</u> Department Director <u>Paul A. Berlin</u> Finance Director <u>[Signature]</u> Chief of Staff <u>[Signature]</u> Mayor	<u>8-19-11</u> Date <u>8-22-11</u> Date <u>8-19-2011</u> Date <u>8-22-11</u> Date <u>8/23/11</u> Date	Prepared By: <u>Willie Newman</u> Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger _____ Checked / Verified _____
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[illegible]

EPA Form 9310-1, Application for Reimbursement to Local Governments

Please type or print all information

		United States Environmental Protection Agency Washington, D.C. 20460 Application for Reimbursement to Local Governments for Emergency Response to Hazardous Substance Releases under CERCLA Sec. 123		Form Approved OMB No. 2050-0077 Approval expires
1. Local Government Identification				
a. Name of Local Government		b. Contact Name and Telephone Number		
c. Official Address		d. Date of Application		
2. Release Description				
a. Date and Time of Occurrence or Discovery		b. Location		
c. Source or Cause of Release				
d. Hazardous Substances Released and Quantity (Petroleum, crude oil, or any unspecified fractions thereof are <u>excluded</u>)				
e. Threats to Human Health and Environment				
f. Attach any additional material pertinent to the release				
3. Response Description				
a. Date and Time of HazMat Response Initiation		b. Was anyone notified of the response? ☐ EPA ☐ NRC ☐ Other		
c. EPA Region	d. Date and Time Contact Made		e. Date of Response Completion (Local government has received all data, reports, and charges for response)	
f. Jurisdiction in Which Response Occurred		g. Is your local government a participant in the Title III Emergency Response Plan? (Check one) ☐ Yes ☐ No		
h. Responding Agencies and Jurisdictions				

i. Summary of Response Actions	
j. Temporary Measures for Which Reimbursement is Sought	
4. Cost Information	
a. Total Response Cost \$	b. Total Reimbursement Requested \$
c. Complete and attach Table 1, "Detailed Cost Breakdown" d. Complete and attach Table 2, "Cost Recovery Summary" e. Attach other pertinent financial information	
5. Certification and Authorization (To be completed by highest ranking official of applying local government) I hereby certify that: 1) All costs are accurate and were incurred specifically for the response for which reimbursement is being requested; 2) Reimbursement for costs incurred for response activities does not supplant local funds normally provided for response; 3) Cost recovery was pursued as presented in the attached Table 2; and 4) Reimbursement funds for which costs are later recovered will be returned to EPA. I further certify that I am authorized to request this reimbursement and to receive funds from the Federal Government.	
Printed or Typed Name of Highest Ranking Local Government Official or Authorized Representative	Signature of Highest Ranking Local Government Official or Authorized Representative
Title	Date
Burden Statement: The Agency requires applicants for reimbursement to submit an application package that demonstrates consistency with program eligibility criteria and certifies compliance with the reimbursement requirements. This information collection is necessary to ensure proper use of the Superfund and appropriate distribution of reimbursement awards among applicants. EPA will receive and closely evaluate reimbursement requests in accordance with 40 CFR 310 to ensure that the most deserving cases receive awards. The public reporting and recordkeeping burden for this collection of information is estimated to average 9 hours per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2137), 401 M St., S.W., Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.	

ATTACHMENT 1 TO FORM 9310-1 COST ELEMENT CODES AND COMMENTS
[Cost Element Codes for use in Table 1]

Code	Cost category	Cost element	Comments
PC	Personnel Compensation.	PC1: Overtime—for services in excess of the local agency's standard work day or work week. PC2: Experts and consultants—for services rendered on a per diem or fee basis or for services of an intermittent, advisory nature.	Compensation of overtime costs incurred specifically for a response will be considered only if overtime is not otherwise provided for in the applicant's operating budget.
TR	Transportation	TR1: Passenger vehicle rental—for transportation of persons during evacuation. TR2: Nonpassenger vehicle rental—for transportation of equipment or supplies.	Passenger and nonpassenger vehicle rental costs will be considered for private vehicles not owned or operated by the applicant or other unit of local government.
RC	Utilities	RC1: Utilities—for power, water, electricity and other services exclusive of transportation and communications.	Utility costs will be considered for private utilities not owned or operated by the applicant or other unit of local government.
OS	Other Contractual Services.	OS1: Contracts for technical or scientific analysis—for tasks requiring specialized hazardous substance response expertise. OS2: Decontamination services—for specialized cleaning or decontamination procedures and supplies to restore clothing, equipment or other serviceable gear to normal functioning.	May include such items as specialized laboratory analyses and sampling.
SM	Supplies and Materials.	SM1: Commodities—for protective gear and clothing, cleanup tools and supplies and similar materials purchased specifically for, and expended during, the response.	May include such items as chemical foam to suppress a fire; food purchased specifically for an evacuation; air purifying canisters for breathing apparatus; disposable, protective suits and gloves; and sampling supplies.
EQ	Equipment	EQ1: Replacement—for durable equipment declared a total loss as a result of contamination during the response. EQ2: Rent—for use of equipment owned by others.	Equipment replacement costs will be considered if applicant can demonstrate total loss and proper disposal of contaminated equipment. Equipment rental costs will be considered for privately owned equipment not owned or operated by the applicant or other unit of local government.

Table 1 Detailed Cost Breakdown

[illegible]

Table 2
Cost Recovery Summary

Note: This “Cost Recovery Summary” must accompany each request for reimbursement.
You Must Fill Out Each Section Of This Form.

Name and Title of Source Contacted	Date(s) Contacted	Brief Summary of Response	Details Attached
Attempts to Recover Costs from Potentially Responsible Parties (including PRP insurance) -----			
Attempts to Recover Costs from State Funding Sources -----			
Attempts to Recover Costs from Local Government Insurance -----			

City of Fayetteville Staff Review Form

A. 13
 Airport Hangar Insurance Proceeds
 Page 1 of 8

City Council Agenda Items
 and
 Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
 Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: A Resolution to approve a Budget Adjustment to move budgeted funds in the Hangar Fire project, #09021, to expense accounts in the Airport Administration program in order to make a one-time payment on the Principal of the General Fund Loan to the Airport and make the pro-rated Principal and Interest payment resulting from Resolution 130-10.

\$ 309,001.00

Cost of this request

\$ 337,661.00

Category / Project Budget

Hangar Fire

Program Category / Project Name

5550.3960.5400.00

Account Number

\$ -

Funds Used to Date

Airport Capital Exp

Program / Project Category Name

09021 1

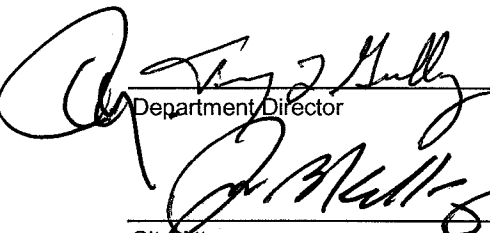
Project Number

\$ 337,661.00

Remaining Balance

Airport

Fund Name

Budgeted Item ☒Budget Adjustment Attached ☒

 Department Director

 8-19-11
 Date

Previous Ordinance or Resolution #

 109-06
 130-10


 City Attorney

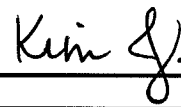
 8-19-11
 Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director

 8-19-2011
 Date

 Received in City Clerk's Office 08-19-11 A10:58 RCVD


 Chief of Staff

 8-22-11
 Date

 Received in
 Mayor's Office


 Mayor

 8/22/11
 Date

Comments:

City Council Meeting of: September 6, 2011
Agenda Item Number:



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director

DATE: August 19, 2011

SUBJECT: Approve Fayetteville Executive Airport, Drake Field early pay-down of the hangar loan in an effort to improve cash flow to the Airport Fund.

RECOMMENDATION: Approve pay down of the airport hangar loan from the General Fund in the amount of \$300,000.00 from the insurance proceeds received from the hangar that burned in 2009.

BACKGROUND: During Airport Board Strategic Planning sessions and budget discussions, the Airport Board recommended to the staff that we should investigate paying down the loan from the City General Fund to reduce annual expenses and improve cash flow in the current economic downturn. The airport fund currently has approximately \$1M in the airport use of fund balance and the liability of \$517,416.12 on the General Fund Loan for construction of two corporate aircraft hangars. In 2009, the airport insurance policy paid \$350,000.00 to the airport fund for the loss of one of the older corporate hangars leased at the time to Lance Creamer. The airport will not replace the hangar in the near future. Airport fund obligation is to pay off the loan over 15 years and we have been making regular payments totaling \$54,134.00 in 2011 (the payment decreases each year as interest is paid on the unpaid balance). An early payment on the principal would decrease the airport expense budget by more than \$32,000.00 in 2012. The early pay down will leave the airport use of fund balance above \$500,000.00 which has been the Airport Board and staff goal for the minimum cash balance. It is essential to keep a minimum cash balance to fund grants that are paid back to the airport fund on a reimbursable basis like those issued by the Arkansas Aeronautics Commission.

BUDGET IMPACT: This action will pay from the Airport Fund \$300,000.00 to buy down the principle amount owned to the City of Fayetteville General Fund. Remaining principle owed to the General Fund will be \$217,416.12.

Attachments: Staff Review
Budget Adjustment
Amortization Schedule
Journal Entries

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$300,000.00 TO PAY DOWN A LOAN FROM THE GENERAL FUND FROM INSURANCE PROCEEDS RECEIVED FROM THE AIRPORT HANGAR FIRE IN 2009

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of \$300,000.00 to pay down a loan from the general fund from insurance proceeds received from the airport hangar fire in 2009.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 13 V11.0415
Airport Hangar Insurance Proceeds

New amortization 15yrs @ 3% - Original period expired Resolution 130-10, July 20, 2010

AIRPORT LOAN AMORTIZATION

DATE	PRINCIPLE	INTEREST	INTEREST DUE	PRINCIPLE DUE	TOTAL PAYMENT
Jun-08	700,000.00	0.05	35,000.00	46,666.67	81,666.67
Jun-09	653,333.33	0.05	32,666.67	46,666.67	79,333.34
Jun-10	606,666.66	0.05	30,333.33	46,666.67	77,000.00
Jul-11	559,999.99	0.05	3,375.34	5,625.57	9,000.91
Jul-11	554,374.42	0.03	16,631.23	36,958.30	53,589.53
Sep-11	517,416.12			300,000.00	300,000.00
Jul-12	217,416.12	0.03	6,522.48	15,529.72	22,052.20
Jul-13	201,886.40	0.03	6,056.59	15,529.72	21,586.31
Jul-14	186,356.68	0.03	5,590.70	15,529.72	21,120.42
Jul-15	170,826.96	0.03	5,124.81	15,529.72	20,654.53
Jul-16	155,297.24	0.03	4,658.92	15,529.72	20,188.64
Jul-17	139,767.52	0.03	4,193.03	15,529.72	19,722.75
Jul-18	124,237.80	0.03	3,727.13	15,529.72	19,256.85
Jul-19	108,708.08	0.03	3,261.24	15,529.72	18,790.96
Jul-20	93,178.36	0.03	2,795.35	15,529.72	18,325.07
Jul-21	77,648.64	0.03	2,329.46	15,529.72	17,859.18
Jul-22	62,118.92	0.03	1,863.57	15,529.72	17,393.29
Jul-23	46,589.20	0.03	1,397.68	15,529.72	16,927.40
Jul-24	31,059.48	0.03	931.78	15,529.72	16,461.50
Jul-25	15,529.76	0.03	465.89	15,529.76	15,995.65
			166,925.21	700,000.00	866,925.21

Prorated Payment June 5 - July 19, 2010 Due to GF
 Due July 20, 2011

309,000.91

628,925.20

= Actual Amount Due July 20, 2010 - July 19, 2011. Currently budgeted.

= Combined Amount of BA & JE to be submitted to City Council Sept 6 meeting. Loan paydown.

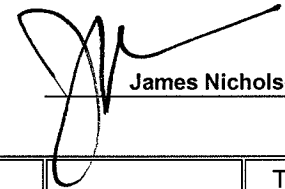
JOURNAL ENTRIES

Date 09/06/2011

Journal Entry Number _____

Initials: JN

Prepared by: James Nicholson



Account Name	Account Number					Amount		Project	Sub Proj	Transfer Due to/from
	Fund	Dept	Sub Dept	Base	Detail	DEBIT	CREDIT			
Advance Payable	5550			1403	00	305,625.57				
Interest Expense	5550	3940		7501	00	3,375.34				
Due to General	5550			1400	00		309,000.91			1010
Due from Airport	1010			0400	00	309,000.91				5550
Advances to other funds	1010			0403	00		305,625.57			
Interest revenue	1010	0001		4708	00		3,375.34			
Prorate Prin/Int 6/5-7/19/10; RES 130-10										
Principal paydown										

TRANS - AIRPORT LOAN

Entered: _____

Accounting Supervisor _____

Journal Entry Number _____

RESOLUTION NO. 130-10

A RESOLUTION TO AMEND SECTION 2 OF RESOLUTION NO. 109-06 TO LOWER THE ANNUAL PERCENTAGE RATE AND THE MONTHLY REPAYMENT AMOUNT

WHEREAS, two corporate hangars were constructed with two \$250,000.00 SAAG grants and a loan of \$700,000.00 from the General Fund to be repaid over fifteen years at a 5% annual interest rate pursuant to Resolution No. 109-06 passed on June 6, 2006; and

WHEREAS, interest rates have fallen substantially due to the poor economy which justifies reducing the 5% annual rate to 3%.

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 Section 2 of Resolution No. 109-06 by repealing Section 2 in its entirety and enacting a new Section 2 as follows:

"Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached revised Financing Plan to cover the remaining portion of the City's initial match of \$700,000.00 with repayment to be made over 15 years from the date of this amendment at a 3% annual interest rate on the declining balance."

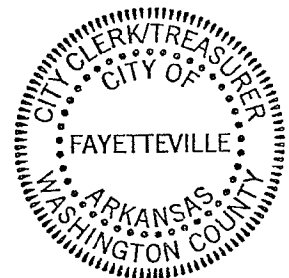
PASSED and APPROVED this 20th day of July, 2010.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 109-06

A RESOLUTION AUTHORIZING AIRPORT STAFF TO APPLY FOR AND ACCEPT TWO (2) SAAG GRANTS IN THE AMOUNT OF \$250,000.00 EACH FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS TO FUND A PORTION OF THE COST TO CONSTRUCT TWO (2) CORPORATE HANGARS AT THE FAYETTEVILLE MUNICIPAL AIRPORT; APPROVING THE FINANCING PLAN TO COVER THE CITY'S MATCH OF \$700,000.00; AND AUTHORIZING THE MAYOR TO IMPLEMENT THE NECESSARY BUDGET ADJUSTMENTS TO EFFECTUATE THIS RESOLUTION.

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 Airport staff to apply for and accept Two (2) SAAG grants in the amount of \$250,000.00 each from the Arkansas Department of Aeronautics to fund a portion of the cost to construct two (2) corporate hangars at the Fayetteville Municipal Airport.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the Financing Plan to cover the City's match of \$700,000.00, with repayment over 15 years at a 5% annual interest rate on the declining balance.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to implement the necessary budget adjustments to effectuate this Resolution.

PASSED and APPROVED this 6th day of June, 2006.

APPROVED:

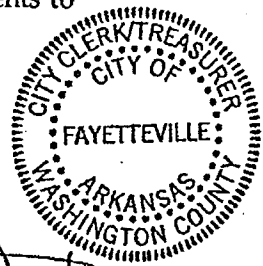
By:

DAN COODY, Mayor

ATTEST:

By:

SONDRA SMITH, City Clerk



City of Fayetteville Staff Review Form

A. 14
First Security Bank
Page 1 of 14

City Council Agenda Items
and
Contracts, Leases or Agreements

9-6-11

City Council Meeting Date
Agenda Items Only

Paul Becker

Submitted By

Admin Services

Division

Finance and Internal Services

Department

Action Required:

Approval of five year contract with First Security Bancorp and it's subsidiary Crews and Associates to provide investment management services for the City.

See attached memo

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

08-19-11 P03:45 RCVD

Chief of Staff

Date

Received in
Mayor's Office

ENTERED
8/19/11
PH

Mayor

Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor and City Council
Thru: Paul Becker, Finance Director **PAB**
From: Marsha Hertweck, Accounting Director **MH**
Date: August 17, 2011

Recommendation

Staff recommends approval of a five year contract with First Security Bancorp and its wholly-owned investment banking subsidiary Crews & Associates, Inc. for investment management services.

Background

In 1999 the State of Arkansas approved Act 1341 which provided for expanded investment opportunities for local municipalities. After the changes to the State Law the City's Investment Policy was amended and City staff felt it was prudent to solicit investment management services.

A five year contract was awarded to Garner Asset Management Company, LLC, subsequently Garrison Financial Corporation, in 2001 for a five year period. In 2006, First Security Bank was chosen through a selection process for the next five year period, ending in September 2011.

The investment of the City's funds is governed by the City's Investment Policy and City staff works closely with the investment manager to ensure prudent care over the City's assets. There is approximately 67 million dollars in the City's current investment portfolio.

Discussion

In July 2011, the City formed a selection committee and solicited proposals for investment services. Following the applicable rules and regulations of the procurement process, First Security Bancorp was selected by the committee to provide these services and a contract is being presented at this time for investment management services.

Costs

The fee for investment management services with First Security Bancorp is 10 basis points of the value of the account assets if the balance is over \$25,000,000. This is the same price as the past contract.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIVE (5) YEAR PROFESSIONAL SERVICES CONTRACT WITH FIRST SECURITY BANK FOR THE PROVISION OF INVESTMENT MANAGEMENT SERVICES

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 five (5) year professional services contract with First Security Bank for the provision of investment management services.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

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CONTRACT

Reference Request for Statements of Qualification: RFQ 11-08, Investment Management Services

Vendor: First Security Bank and Crews & Associates

Term: One (1) year with four (4) renewal options; total possible contract term of five (5) years

THIS INVESTMENT MANAGEMENT AGENCY AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FAYETTEVILLE, ARKANSAS, an Arkansas municipal corporation, by its Mayor and City Clerk, duly authorized by action of its City Council (the "City") and FIRST SECURITY BANK, an Arkansas banking corporation, by its Sr. Vice President and Trust Officer, duly authorized by its Board of Directors ("FSB").

WHEREAS, the **City of Fayetteville** solicited Requests for Statements of Qualifications for Investment Management Services pursuant to its RFQ No. 11-08; and

WHEREAS, **First Security Bank** submitted a response to the Request for Statements of Qualifications which was, after examination of responses received from other qualified persons, accepted by proper action of the City Council of the **City of Fayetteville**.

Now THEREFORE, in consideration of the mutual promises and obligations of the parties hereto, for other good and valuable consideration, and intending to be bound, the parties agree as follows:

01. **Appointment of Investment Manager:** The **City of Fayetteville** hereby appoints **First Security Bank** to act as investment manager with respect to those financial assets of the **City of Fayetteville** (the "Account Assets"). **First Security Bank** will furnish an investment program to maximize the financial returns on the Account Assets while adhering to the **City of Fayetteville's** Investment Policy and consideration of investment risks.
02. **Custody of Account Assets:** **First Security Bank** will act as custodian for all of the Account Assets acting through its Trust Division. All Account Assets shall remain in the physical possession of **First Security Bank** as custodian. **First Security Bank** shall, during the effectiveness hereof, maintain fiduciary liability insurance with limits of liability not less than \$2,000,000. A copy of said policy shall be presented to the **City of Fayetteville** within ten (10) business days of contract award.
03. **Management Authority:** The **City of Fayetteville** hereby authorizes **First Security Bank** to place orders or otherwise give instructions for the purchase, sale, or exchange of securities on behalf of the **City of Fayetteville** which are included in the Account Assets without prior consultation or ratification by the **City of Fayetteville**, giving and granting to **First Security Bank**, complete discretion as to the nature, amount and timing of all securities transactions, subject only to those restrictions, limitations and guidelines which are set out in the **City of Fayetteville, Arkansas**, Investment Management Policy which is attached hereto as Exhibit A and made a part hereof by this reference, which is incorporated in Resolution No. 169-99, duly adopted by the City Council of the City on December 21, 1999 (the "Investment Policy"). The **City of Fayetteville** reserves the right to revise or modify the Investment Policy at any time, and from time to time, provided that, no such revision or modification shall be binding upon **First Security Bank** until written notice thereof is received by **First Security Bank**. All purchases of securities which will become a part of the Account Assets shall be on a delivery versus payment basis.
04. **Fees:** As compensation for its services pursuant hereto, **First Security Bank** will be paid a fee equal to 14 basis points of the average Account Assets if the average market value of the Account Assets are less than \$25 million during a calendar month; and a fee equal to 10 basis points of the average market value of the Account Assets if the average market value of the Account Assets are greater than \$25 million during a calendar month. The foregoing fees



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THE CITY OF FAYETTEVILLE, ARKANSAS

of **First Security Bank** do not include fees for brokerage services, if incurred, in connection with the purchase or sale of any security which is or is to become a part of the Account Assets. All fees of **First Security Bank** and any brokerage fees payable with respect to the Account Assets shall be paid from the Account Assets and shall be separately accounted for in all reports provided to the **City of Fayetteville**.

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

05. **Brokerage:**

- a. Selection of Broker. The **City of Fayetteville** authorizes **First Security Bank** to place orders for purchases and sales of securities and financial assets through any broker or dealer it chooses, including a broker or dealer which is affiliated with or under common control with **First Security Bank**. In selecting a broker or dealer for any transaction or series of transactions, **First Security Bank** will consider such factors as net price, execution, availability of research, and other factors which **First Security Bank** reasonably believes to be appropriate for purposes of making that decision. The fact that the fees paid for brokerage services for the broker or dealer selected by **First Security Bank** are greater than fees for which similar services could be obtained, shall not be a basis for liability to **First Security Bank**.
- b. Aggregation of Purchases. The **City of Fayetteville** agrees that **First Security Bank** may aggregate sale and purchase orders of securities with similar orders being made simultaneously for other accounts managed by **First Security Bank**, or for accounts of affiliates of **First Security Bank** if, in the judgment of **First Security Bank**, aggregation of such orders will result in a net savings to the **City of Fayetteville** with respect to the purchase or sale order for the particular security.

06. **Monthly Reports:** The Custodian shall provide the **City of Fayetteville** with monthly reports of the Account Assets in a format consistent with the reporting requirements of the Governmental Accounting Standards Board and otherwise reasonably acceptable to the **City of Fayetteville**. The Custodian and **First Security Bank** shall provide such other and further information as the **City of Fayetteville** may reasonably require in connection with the Account Assets.
07. **Voting of Equity Securities:** Unless otherwise directed by the **City of Fayetteville**, **First Security Bank** is authorized, in its discretion, to take such action as it deems appropriate with respect to any proxy received with respect to any equity securities which may be or become a part of the Account Assets from time to time.
08. **Investment Risks:** The **City of Fayetteville** acknowledges that there are risks inherent in all investments, and that some investments will result in profits and some investments will result in loss. **First Security Bank** shall not be liable to the **City of Fayetteville** for any error of judgment or mistake of law in the execution of its responsibilities hereunder, or for any loss suffered with respect to the Account Assets, or any other matter arising out of this Agreement, excepting only losses suffered as a result of negligence, bad faith, or willful misconduct of **First Security Bank**.
09. **Term and Termination:** This Agreement shall be effective upon execution by both parties and shall continue in force until modified by mutual agreement of the parties in writing, or until terminated on thirty (30) days prior written notice by either party to the other. Upon notice to the Custodian of any such termination, the Custodian shall deliver the Account Assets to, or as directed in writing by, the **City of Fayetteville**.



THE CITY OF FAYETTEVILLE, ARKANSAS

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10. **Miscellaneous Provisions:**

- a. **Other Activities of First Security Bank:** Nothing in this Agreement shall be deemed to restrict **First Security Bank** or its affiliates from engaging in any other business or in rendering any other investment agency services to any other person.
- b. **No Assignment:** **First Security Bank** shall not assign this Agreement, or delegate its duties hereunder to any non-affiliated third party without the prior written consent of the **City of Fayetteville**.
- c. **Notices:** All notices required or permitted hereunder shall be in writing, and shall be delivered by U.S. Mail, return receipt requested, or via confirmed facsimile, and addressed as follows:

If to the City of Fayetteville

City of Fayetteville, Arkansas
113 W. Mountain St.
Fayetteville, Arkansas 72701
Attention: Mayor
Facsimile: 479-575-8257

If to First Security Bank:

First Security Bank
314 N. Spring
Searcy, AR 72145-1006
Attn: Frank Faust, Sr. Vice President & Trust Officer
Facsimile: 501-278-2175

With Copy to First Security Bank:

First Security Bank
1219 E. Joyce Blvd
Fayetteville, Arkansas 72703
Attn: Adam Rutledge
Facsimile: 479-527-7001

All notices shall be deemed delivered when received, or the first day that delivery is refused.

- d. **Entire Agreement:** This Agreement, together with the Exhibit hereto, is the entire agreement of the parties and may be modified only by a writing executed by all parties, except that the **City of Fayetteville** may modify the Investment Policy at any time, from time to time, without the consent of **First Security Bank**.
- e. **Governing Law:** This Agreement has been executed in and shall be construed under the laws of the state of Arkansas.
- f. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall be one and the same instrument.
- g. **Severability:** If any one or more of the provisions hereof are determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect upon the remaining provisions hereof, which shall remain valid and enforceable in accordance with their terms.



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THE CITY OF FAYETTEVILLE, ARKANSAS

11. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the **City of Fayetteville**, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

First Security Bank

City of Fayetteville, Arkansas

By: 
Frank Faust, Sr. Vice President & Trust Officer

LIONELD JORDAN, Mayor

ATTEST:

ATTEST:


Company Secretary

Sondra Smith, City Clerk

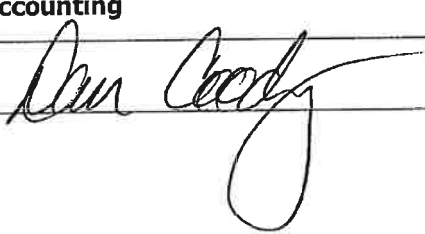
314 N. Spring St.
Business Address

Date Signed: _____

Searcy, AR 72443
City, State & Zip Code

Date Signed: 6-18-11

CITY OF FAYETTEVILLE, ARKANSAS POLICY AND PROCEDURE

Subject:	City Investments
Policy Number:	AC-02
Original Policy Date:	December 21, 1999
Effective Date of New/Revised Policy:	August 1, 2005
Revision Dates:	Replaces ACCT-2 issued July 2, 1996
Custodian: (Division)	Accounting
Mayor's Signature and Date	

AC-2.0 PURPOSE:

The purpose of this policy is to provide guidelines for investment of City of Fayetteville operating funds to preserve the safety of principal, to maintain adequate cash flow, and to maximize interest earnings.

AC-2.1 SCOPE:

This policy applies to the investment of City of Fayetteville operating funds not needed for immediate expenditures. This policy does not govern the investment of employee retirement or pension funds or proceeds of bond issues.

AC-2.2 STANDARDS/OBJECTIVES:

Investments will be made within the constraints of applicable State laws and this policy, taking into consideration liquidity needs of the City.

Investment decisions will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment of the funds of the City of Fayetteville shall be directed to the primary objective of safety of principal; the secondary objective shall be maintaining adequate cash flow; and the final objective shall be maximizing investment yield.

Except for cash in certain restricted and special funds, the City may consolidate moneys from individual funds to maximize interest earnings. Investment income will be allocated to the various funds based on each fund's participation.

AC-2.3 DELEGATION OF AUTHORITY/RESPONSIBILITY:

Management of the investment of City funds regulated by this policy shall be the responsibility of the Mayor and the Finance & Internal Services Director. The Mayor and the Finance & Internal Services Director may delegate authority for investment transactions. The Mayor and the Finance & Internal Services Director may, by proper procurement procedures, contract for the services of an asset manager, an investment advisor, or other expert advisor(s) to invest all or a portion of City funds regulated by this policy. Selection of an independent asset manager or investment advisor will be limited to those candidates who have an office within the City of Fayetteville.

The Mayor and the Finance & Internal Services Director and their designees are authorized to: open and close accounts with financial institutions in the name of the City; make wire transfers of funds for the City; make deposits of funds for the City; execute collateral, depository and investment agreements for the City; and take any other such actions needed to carry out their responsibilities for the depositing and investing of the City's funds as authorized by State Statutes and this policy.

The Mayor, the Finance & Internal Services Director, and other City employees assigned to manage the investment portfolio, acting within the intent and scope of this Investment Policy, shall be relieved of personal responsibility for an individual security's credit risk or market risk. Officers and employees involved in the investment process shall refrain from personal business activities that conflict with proper execution of the investment program or impair their ability to make impartial investment decisions.

The Mayor and the Finance & Internal Services Director shall establish operating procedures to implement this investment policy.

AC-2.4 AUTHORIZED INVESTMENTS:

- A. The City will invest only in book entry securities.
- B. The City may, without limitation, invest in the following instruments, provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment by Arkansas Code Annotated §§ 14-58-309 (Act 1341 of 1999), and further defined in Section 23-47-401 (Investment Powers and Limitations), or by the Local Government Joint Investment Trust Act, Arkansas Code Annotated §§ 19-8-301 et seq., (Local Government Trusts) as they may from time to time be amended:
 - 1. Direct obligations of the United States Government;

2. Obligations of agencies and instrumentalities created by act of the United States Congress and authorized thereby to issue securities or evidences of indebtedness, regardless of guarantee of repayment by the United States Government;
3. Obligations the principal and interest of which are fully guaranteed by the United States Government or an agency or an instrumentality created by an act of the United States Congress and authorized thereby to issue such guarantee.
4. Obligations the principal and interest of which are fully secured, insured, or covered by commitments or agreements to purchase by the United States Government or an agency or instrumentality created by an act of the United States Congress and authorized thereby to issue such commitments or agreements.
5. General obligations of the states of the United States and of the political subdivisions, municipalities, commonwealths, territories or insular possessions thereof (general obligation bonds);
6. Obligations issued by the Arkansas State Board of Education under authority of the State Constitution or applicable statutes;
7. Prerefunded municipal bonds, the principal and interest of which are fully secured by the principal and interest of a direct obligation of the United States Government;
8. Certificates of deposit with banks authorized by State law to receive deposits of public funds, that have branches or main offices within the Fayetteville City limits, with which the City has both a depository agreement and a collateral agreement.
9. Repurchase agreements that are fully collateralized by direct obligations of the United States Government, provided that any such repurchase agreement shall provide for the taking of delivery of such collateral directly or through an authorized custodian;
10. Securities of, or other interest in, any open-end type investment company or investment trust registered under the Investment Company Act of 1940, and which is defined as a "money market fund" under 17 CFR § 270.2a-7, provided that the portfolio of such investment company or investment trust is limited principally to United States Government obligations and to repurchase agreements fully collateralized by United States Government obligations, and, provided further that any such investment company or investment trust shall take delivery of such collateral either directly or through an authorized custodian.
11. Local Government Trusts.

C. The City may invest no more than twenty percent (20%) of the pooled investments in the following investment types and in accord with certain limitations described in Section VII Investing Parameters:

1. Corporate debt obligations (including commercial paper) of any corporation, with the following credit ratings: investment of City funds in Corporate Bonds will be limited to those rated as Single A minus or better by both Moody's Investor Service and Standard and Poor's; investment of City funds in Commercial Paper will be rated A-1/P-1,
2. Securities of, or other interests in, an open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided that the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements collateralized by the same type of collateral used to collateralize other City deposits, and provided further that any such investment company or investment trust shall take the delivery of such collateral either directly or through an authorized custodian;

D. Other Provisions

1. The Finance & Internal Services Director may establish an account with the Federal Reserve Bank to purchase U.S. Government Securities directly from the U.S. Treasury.
2. Any Arkansas state legislative action that provides for additional investment vehicles or further restricts investment vehicles will be incorporated into the City's investment policy and will supersede any previous language.
3. The City will be allowed to hold to maturity any investments existing at the time of enactment of this policy. Reinvestment of such funds will be in accordance with this policy.
4. The Mayor and the Finance & Internal Services Director may set additional limitations on the parameters for various types and concentration of investments. Operating procedures will define requirements to implement this policy.

AC-2.5 INVESTMENTS NOT AUTHORIZED:

The following investment vehicles, authorized by Act 1341 of 1999, are not considered suitable investments for City of Fayetteville funds:

- A. Warrants of political subdivision of the State of Arkansas and municipalities thereof having maturities not exceeding one (1) year.
- B. The sale of federal funds with a maturity of not more than one (1) business day.
- C. Industrial development bonds for corporate obligors issued through any state of the United States or any political subdivision thereof.

- D. Revenue bond issues of any state of the United States or any municipality or any political subdivision thereof.
- E. Securities or other interests issued, assumed or guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the European Bank for Reconstruction and Development, the Asian Development Bank, or the African Development Bank.
- F. Uninsured demand, savings, or time deposits or accounts of any depository institution chartered by the United States, any state of the United States, or the District of Columbia.

AC-2.6 INVESTING PARAMETERS:

A. Diversification

The City investments regulated by this policy shall be diversified by:

- limiting investments to avoid over concentration in securities from a specific issuer to five percent (5%) of the cost basis of the City's portfolio at the time of purchase, a limit of fifteen percent (15%) of the cost basis of the City's portfolio will apply to each business sector as defined by any recognized rating agency (excluding U.S. Treasury securities and collateralized certificates of deposit),
- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds to ensure that appropriate liquidity is maintained.

B. Maximum Maturities

The City will attempt to match investment maturities with cash flow requirements and will utilize investments in readily available funds, when needed, to meet ongoing obligations. The City anticipates a range of maturities of ninety (90) days to five (5) years. The City will invest in securities maturing more than five (5) years from the date of purchase only when the funds are easily defined to be used after five (5) years.

AC-2.7 ALLOWED INSTITUTIONS:

Security transactions on behalf of the City by an asset manager, or the City itself, will be conducted only with financial institutions and broker/dealers who have offices within Washington County unless otherwise authorized in writing by the Mayor and Finance & Internal Services Director.

A list of authorized financial institutions and broker/dealers to be used by an asset manager, an investment advisor, or the City itself, will be maintained by the City and provided to such asset manager or investment advisor on a mutually agreed upon basis. Security broker/dealers on the list will meet or exceed the capital adequacy standards set

by the Federal Reserve Bank of New York and may include dealers designated as primary dealers by the Federal Reserve Bank of New York or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (Uniform Net Capital Rule).

AC-2.8 SAFEKEEPING/COLLATERALIZATION:

- A. Investment of City funds, including cash held for investment, managed under contract of services by an asset manager, investment advisor, or other expert advisor(s) will be placed with a third party custodian approved by the City. All trades, where applicable, will be executed by Delivery vs. Payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
- B. The custodian will make reports as requested by the City or advisor(s) and will be accountable for the assets held by the custodian for the City's account. The custodian will be required to maintain an office in Washington County, Arkansas.
- C. Collateralization will be maintained as required by State law and procedures established by the City. Demand deposits, time deposits, repurchase agreements, and any other investments requiring collateralization shall be collateralized at a level of 102 percent of the market value of principal and accrued interest, less the amount insured by the FDIC.

City of Fayetteville Staff Review Form

A.15
Arkansas State Highway Department
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

5/6/11
9/20/2011

City Council Meeting Date
Agenda Items Only

Connie Edmonston *CE*

Submitted By

Division

Parks & Recreation

Department

Action Required:

Approval of Resolution and Budget Adjustment to recognize revenue in the amount of \$22,329 from the Arkansas State Highway Department to replace the fence, sign and trees due to the widening of Highway 16 East by the City Shop area on Happy Hollow Road.

Cost of this request	\$	Category / Project Budget	Program Category / Project Name
4470,9470.5301, 00	\$	Funds Used to Date	Program / Project Category Name
11027.1	\$	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

x

Connie Edmonston
Department Director

8-23-11
Date

Previous Ordinance or Resolution # 80-11

Jim Skelly
City Attorney

8-24-11
Date

Original Contract Date:

Original Contract Number:

Maria Hentuck
Finance and Internal Services Director

8/24/11
Date

Received in City
Clerk's Office



8/23/11

Don Man
Chief of Staff

8/24/11
Date

Received in
Mayor's Office



Donald Jordan
Mayor

8/24/11
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Connie Edmonston, Parks & Recreation Director *C.E.*

Date: August 23, 2011

Subject: Resolution and budget adjustment to recognize revenue in the amount of \$22,329 from the Arkansas State Highway Department to replace the fence, sign and trees due to the widening of Highway 16 East by the City Shop area on Happy Hollow Road.

PROPOSAL:

At the May 20, 2011 City Council meeting, Resolution 80-11 was approved to convey city property to the Arkansas State Highway Department for improvements planned for Highway 16 East. Part of this land donated to the state contained the City Shop area's northern fence for security around the complex, entry sign and trees. The Arkansas State Highway Department consented to pay the cost to replace the fence, sign and trees in order to accommodate the improvements to Highway 16 East.

RECOMMENDATION:

Approval of resolution and budget adjustment to recognize revenue in the amount of \$22,329 from the Arkansas State Highway Department to replace the fence, sign and trees due to the widening of Highway 16 East by the City Shop area on Happy Hollow Road.

BUDGET IMPACT:

There is no budget impact. Request is to recognize the revenues to replace the fence, sign and trees affected by the widening of Highway 16 by the City's Parks and Recreation Department, Transportation Department, Fleet Division, Solid Waste Division, and Recycling Center.

Attachment: Proposed Area Map

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$22,329.00 TO RECOGNIZE REVENUE FROM THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR REPLACEMENT OF A FENCE, SIGN AND TREES DUE TO THE WIDENING OF STATE HIGHWAY 16 NEAR THE CITY SHOP AREA

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$22,329.00 to recognize revenue from the Arkansas State Highway and Transportation Department for the replacement of a fence, sign and trees due to the widening of State Highway 16 near the city shop area. A copy of the budget adjustment is attached as Exhibit "A".

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

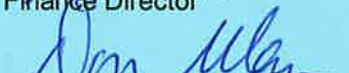
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

A.15 V11.0425
Arkansas State Highway Department
Page 4 of 6

Budget Year	Division: Parks & Recreation Department: Parks & Recreation	Request Date	Adjustment Number
2011		8/22/2011	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
1	2025
2	2025
3	2025
4	2025
5	2025
6	2025
7	2025
8	2025
9	2025
10	2025
11	2025
12	2025
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97	2025
98	2025
99	2025
100	2025

To recognize the donation of \$22,329 for replacement of trees, fencing and signage to be removed and/or replaced do to HWY 16 East Widening Project.

Division Head	8/22/2011	Prepared By: <u>Tracie Martin</u>
	Date	<i>bfell</i>
Budget Director	8/22-2011	Reference: _____
	Date	Budget & Research Use Only
(Department Director	8/22/2011	Type: A B C D E P
	Date	General Ledger Date _____
Finance Director	8/24/11	Posted to General Ledger _____
	Date	Initial Date
Chief of Staff	8/24/11	Checked / Verified _____
	Date	Initial Date
Mayor	8/24/11	
	Date	

[illegible]



City of Fayetteville Staff Review Form

C. 1
Revised Ward Boundaries
Page 1 of 6

City Council Agenda Items

9/6/2011

City Council Meeting Date
Agenda Items Only

John Goddard

Finance

Information Technology

Submitted By

Division

Department

Action Required:

Determine new ward boundaries to balance population and adopt a new map. Redistricting will be required after the 2010 Census, as the ward population is out of balance.

No Cost

\$

-

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

☐

[Signature]
Department Director

8-18-11
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

8-18-11
Date

Original Contract Date:

Original Contract Number:

Paul a. Becker
Finance and Internal Services Director

8-18-2011
Date

Received in City Clerk's Office 08-13-11 P02:07 RCVD

Kim G.

[Signature]
Chief of Staff

8-20-11
Date

Received in
Mayor's Office



[Signature]
Mayor

8/22/11
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan

Thru: Scott Huddleston *SH*

From: John Goddard *JG*

Date: 8/18/2011

Subject: Redistricting--determining new ward boundaries to reflect 2010 Census returns

DESCRIPTION: As a result of the 2010 Census, it has been found that the current City of Fayetteville wards have a significant difference in population, creating an imbalance of representation. Balancing ward population will bring the City into compliance with the "Equal Protection Clause" of the 14th Amendment.

2011 Population of Wards:

Ward 1	17,673
Ward 2	17,603
Ward 3	15,855
Ward 4	22,449

RECOMMENDATION:

Determine new ward boundaries to balance the population and Adopt a new map.

BUDGET IMPACT:

None

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE REVISED WARD BOUNDARIES TO
EQUALIZE WARD POPULATIONS AFTR THE 2010 FEDERAL CENSUS**

WHEREAS, if a federal census reveals that ward populations have become unbalanced with substantially more residents in some wards than other wards, cities are constitutionally required to redraw ward boundaries to achieve fairly equal population in all wards; and

WHEREAS, the 2010 Federal Census revealed substantial population differences among our wards; and

WHEREAS, GIS has proposed new ward boundaries that do not cross precinct lines and substantially equalize each ward's population.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached map as the new ward boundary map for Fayetteville which establishes substantially equal populations for each ward and repeals all previous Resolutions approving previous ward boundary maps as obsolete.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville

Proposed Ward Boundary Changes

Current Ward Boundary

Proposed Wards

- Ward 1
- Ward 2
- Ward 3
- Ward 4

Hatch

Precincts that are to move into another Ward are represented with a hatch pattern.

Residence of Council Member

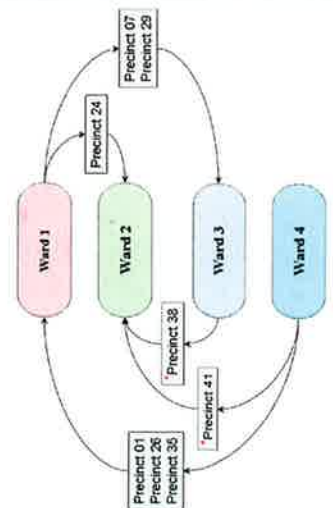
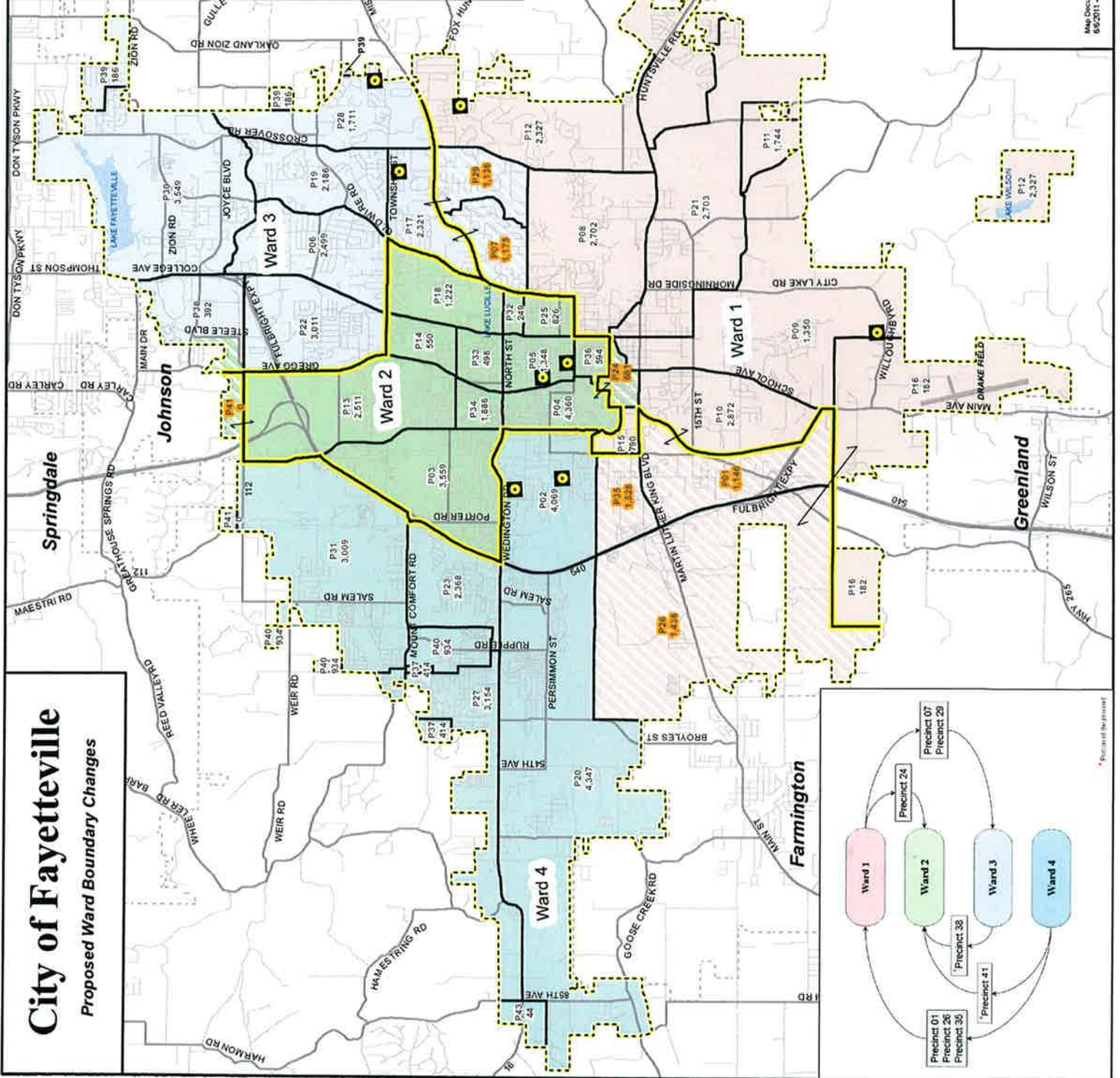
Fayetteville City Limits

Voting Precinct Boundary

City of Fayetteville

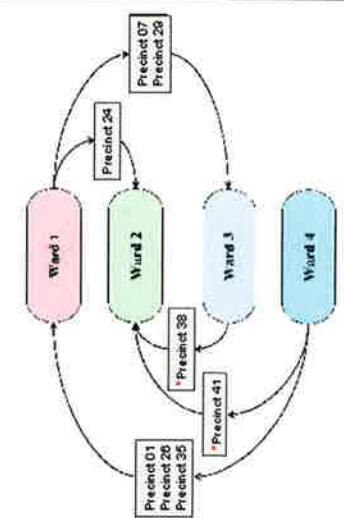
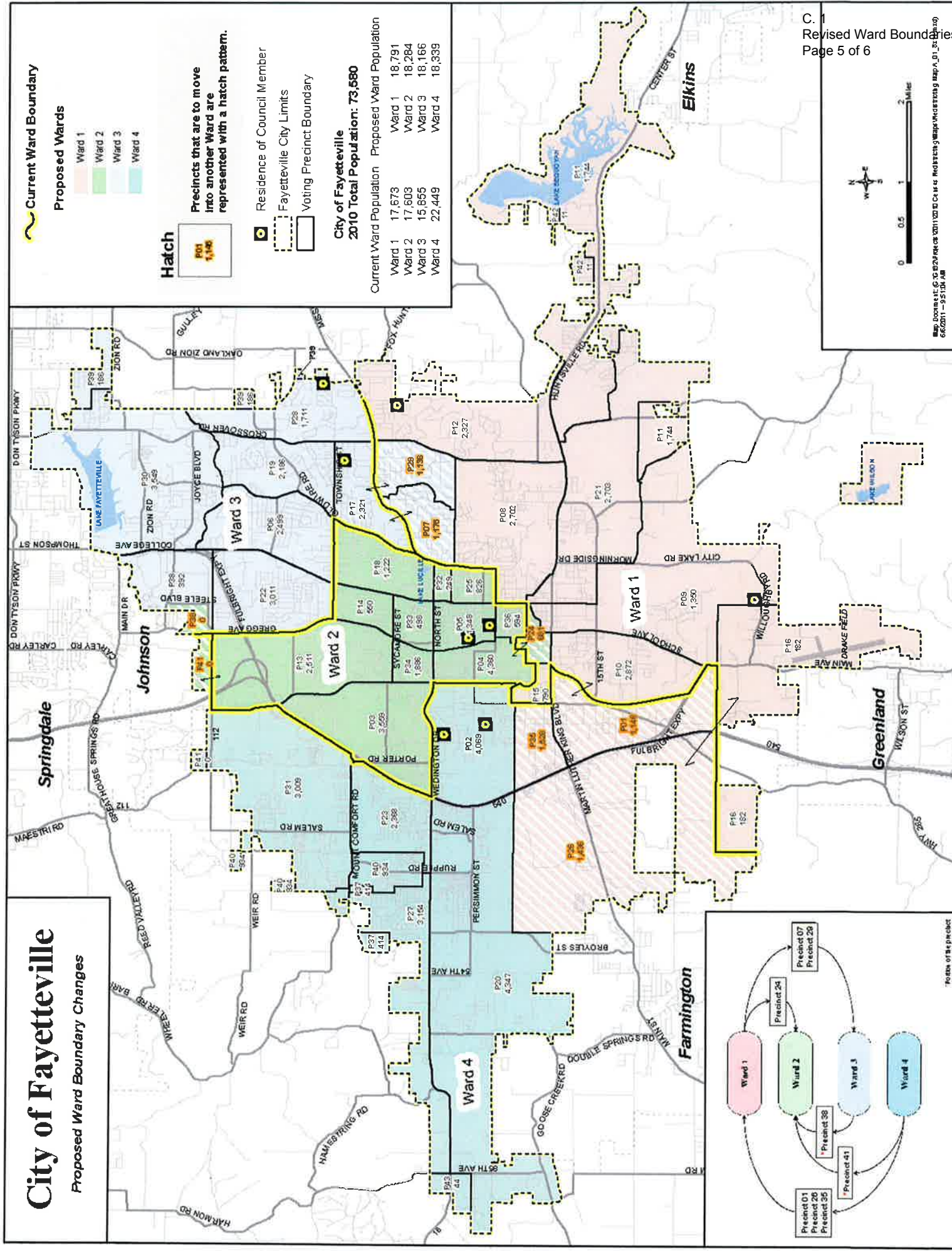
2010 Total Population: 73,580

Current Ward Population	Proposed Ward Population
Ward 1 17,673	Ward 1 18,791
Ward 2 17,603	Ward 2 18,284
Ward 3 15,855	Ward 3 18,166
Ward 4 22,449	Ward 4 18,339



City of Fayetteville

Proposed Ward Boundary Changes



Portion of the precinct

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
Agenda Items Only

Leif Olson
Submitted By

~~Planning~~
Division

Sustainability and Strategic Planning
Department

Action Required:

ADM 11-3927: Public Art Donation: Submitted by STAFF for a sculpture donation to be placed in the World Peace Wetland Prairie.

\$ 0

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

Department Director

8/17/11
Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

8-18-2011
Date

Original Contract Number:

Finance and Internal Services Director

8-18-2011
Date

Received in City Clerk's Office 08-18-11 11:35 RCD
K. King

Chief of Staff

8-20-11
Date

Received in Mayor's Office

Mayor

8/22/11
Date



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff
John Coleman, Sustainability and Strategic Planning Director

From: Leif Olson, Associate Planner

Date: August 17, 2011

Subject: ADM 11-3927 (World Peace Wetland Prarire Sculpture Donation)

RECOMMENDATION

Staff recommends approval of a public art donation for a sculpture created by Hank Kaminsky to be located in the World Peace Wetland Prairie.

BACKGROUND

Hank Kaminsky brought forward a public art donation submitted by the Omni Center for Peace and Justice for a sculpture to be located in the World Peace Wetland Prairie (WPWP). The proposed sculpture location is in the front of the WPWP property near the street. The bronze sculpture will be mounted in an earthen mound and visable to pedestrians. This item went to the Parks Board and the Arts Council for recommendations of approval. The Parks and Recreation Advisory Board met on August 1, 2011 and voted to approve the sculpture 6-0-0. The Fayetteville Arts Council met on August 3, 2011 and voted to approve the proposed sculpture and location with a vote of 6-0-0.

DISCUSSION

This item requires City Council approval because the estimated donation value exceeds \$5,000. Minutes from the Parks and Recreation Advisory Board and the Fayetteville Arts Council meetings have been included.

BUDGET IMPACT

None.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT THE DONATION OF A BRONZE SCULPTURE ENTITLED "CLOUD LANDSCAPE" BY HANK KAMINSKY AND TO THANK THE OMNI CENTER FOR PEACE, JUSTICE AND ECOLOGY FOR THIS DONATION

WHEREAS, the Omni Center for Peace, Justice and Ecology has offered to donate a bronze sculpture entitled "Cloud Landscape" by Hank Kaminsky to the City of Fayetteville to be displayed in the World Peace Wetlands Prairie Park; and

WHEREAS, the Omni Center and a donor will pay all the costs for this project to include the bronze sculpture and its proper installation in the World Peace Wetlands Prairie Park; and

WHEREAS, both the Fayetteville Parks and Recreation Advisory Board and the Fayetteville Arts Council have recommended that the City Council approve this donated sculpture and its installation in the World Peace Wetlands Prairie Park.

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 gratefully accepts the donation by the Omni Center for Peace, Justice and Ecology of a bronze sculpture entitled "Cloud Landscape" by Hank Kaminski and agrees that this sculpture should be placed within the World Peace Wetlands Prairie Park.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A proposal for the installation of a sculpture in the World Peace Wetlands Prairie

This is a proposal for the donation, installation and maintenance of a sculpture in the World Peace Wetlands Prairie in South Fayetteville.

The sculpture is being donated to the city by the Omni Center for Peace Justice and ecology for an anonymous donor. The Omni Center supported by contributions from the donor will prepare the site, install the sculpture with footings, earthworks and grass and will maintain the sculpture according to a schedule provided by the sculptor Hank Kaminsky.

Description of the sculpture

The sculpture is an installation composed of grass covered earth and a sculpted bronze relief. The work appears to be an upwelling of grassy soil with an inner spherical form, pushing upward and emerging from below. The bronze segment is covered with words, which are the words of the Peace Prayer: "May Peace Prevail on Earth" and are the same words as in the sculptors work in front of the Town Center off the Square in Fayetteville. It is not a segment of that sculpture but an independent work, which uses the same words. The attached drawings describe the sculpture in schematic terms.

The bronze sculpture itself is a product of the teaching process used to train sculptors making the Peace Prayer fountain in the sculptor's studio. The anonymous donor saw the work at Kaminsky's studio and requested to purchase the work and place it in the World Peace Wetlands Prairie with the sculptor's guidance. The Omni Center will act as the sponsor of the work.

Ongoing maintenance is minimal and requires occasional observation and possible corrections of any erosion, which may take place in the course of time. The work will need no further maintenance. If a plaque is desired to identify the work the Omni Center will provide one.

The Omni Center and the donor will provide the costs for this project. Cost for earth moving, concrete footing and support structure is estimated to be approximately \$1,200.00. Sod or grass to cover the mound will be approximately \$500. The city will not be asked to pay any of these costs.

From The Omni Center for Peace Justice and Ecology
And Hank Kaminsky sculptor



**FAYETTEVILLE ARTS COUNCIL
DONATED PUBLIC ART / MONUMENT / MEMORIAL
REQUEST FORM**

Name: THE DMNI CENTER

Address: _____

City: FAYETTEVILLE State: AR Zip: _____

Phone – Home _____ Work/Cell 283-4842

Email: _____

1. Types of Donation

☐ Monument

☐ Fountain

☒ Sculpture

☐ Other (Please specify below.)

☐ Memorial

- 2. Artist Description of Donated Art/Monument:** A written description of the background/historical information associated with any donated art item, including but not limited to, information about the creation of the item(s) and materials used. Additional information may be attached. (Models and/or pictures are to be attached or submitted with the proposal.)

THIS DONATION IS AN INSTALLATION OF
A BRONZE SCULPTURE; TITLE "CLOUD LANDSCAPE"
IN AN EARTHEN MOUND AT THE WORLD PEACE
WETLAND PRAIRIE IN SOUTH FAYETTEVILLE
CONTINUED ON SEPERATE SHEET

If a plaque is requested in this project, please complete the following:

Plaque Exact Wording: NOT REQUIRED

Size of Plaque: _____

Plaque Material: _____

3. Biography of artist(s): (To be attached.) RESUME ATTACHED

4. Location for Donation: (Please prioritize.)

Priority 1

Site: EARTHEN MOUND TO BE BUILT NEAR

Specific Location: PARK ENTRANCE SEE PHOTOGRAPH
(Please attach a map.)

Site Geographic Justification: _____

Priority 2

Site: SOUTH OF PROPOSED SITE ABOVE

Specific Location: _____
(Please attach a map.)

Site Geographic Justification: _____

Priority 3

Site: N/A

Specific Location: _____
(Please attach a map.)

Site Geographic Justification: _____

5. Project Budget

Site Preparation Required:

Narrative: TO BE PROVIDED

Cost: 1,700.00

TOTAL INSTALL
COSTS.

Foundation:

Narrative: CONCRETE + BLOCK

Cost: _____

Donated Art/Monument/Memorial:

Cost: \$10,000.00

Electricity Required:

Be specific: NONE

Cost: _____

Lighting Required:

Be specific: NONE AT THIS TIME

Cost: _____

Maintenance/Endowment:

Note: A maintenance plan must be attached. If an Endowment Fund is setup, please give proper justification for the funding required.

Cost: _____

Other:

Be specific: _____

Cost: _____

Total Project Cost: \$ DONATED \$11,700.00

6. **Cost Exclusion:** Please list any cost or part of the project that will not be provided by the artist / donor.

NONE

7. **Additional Employment Required by Artist:** Please list additional party(s) hired or employed by artist to assist with work:

NONE

8. Written explanation of legal issues, including but not limited to, identifying the current legal owner of the items, the existence of any copyrights, patents or other title rights in or to the item(s) - such as any interests to remain with the artist or designer of the item(s), and an explanation of any conditions or limitations on the donation of the item(s) and whether the City or donor will pay for such costs.

THE PIECE IS TO BE DONATED OUTRIGHT TO OMNI
CENTER BY AN ANONYMOUS DONOR. THE ARTIST
HOLDS THE COPYRIGHT PERPETUALLY AND HAS CEDED
USE TO THE ULTIMATE PROPERTY OWNER

9. The estimated value of each item, including appraisals of the item(s) if available:

BRONZE SCULPTURE - \$10,500

10. The anticipated date for the project to begin, construction schedule, and completion date: ON APPROX BY CITY

11. Environmental effects of the item(s): _____

12. Anticipated life of the item(s): PERPETUAL w/ MAINTENANCE

13. Please attach public support for the proposed donation.

14. Please attach a warrant of originality (if applicable).

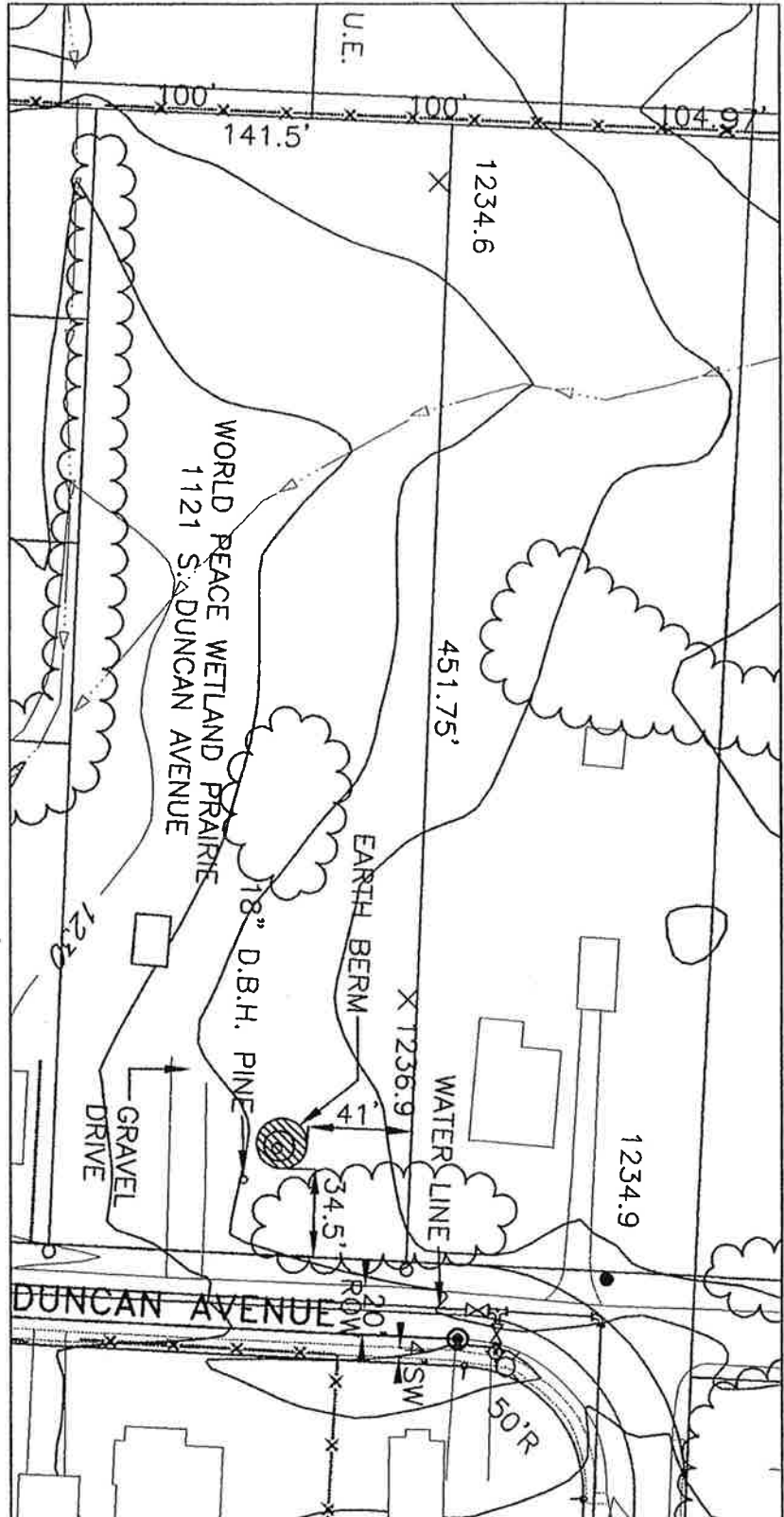
Please include any additional information or documentation you deem as necessary or appropriate for the Fayetteville Arts Council to evaluate the project. Failure to provide the information outlined above may result in the City's rejection of this proposal until all the requested information is provided.





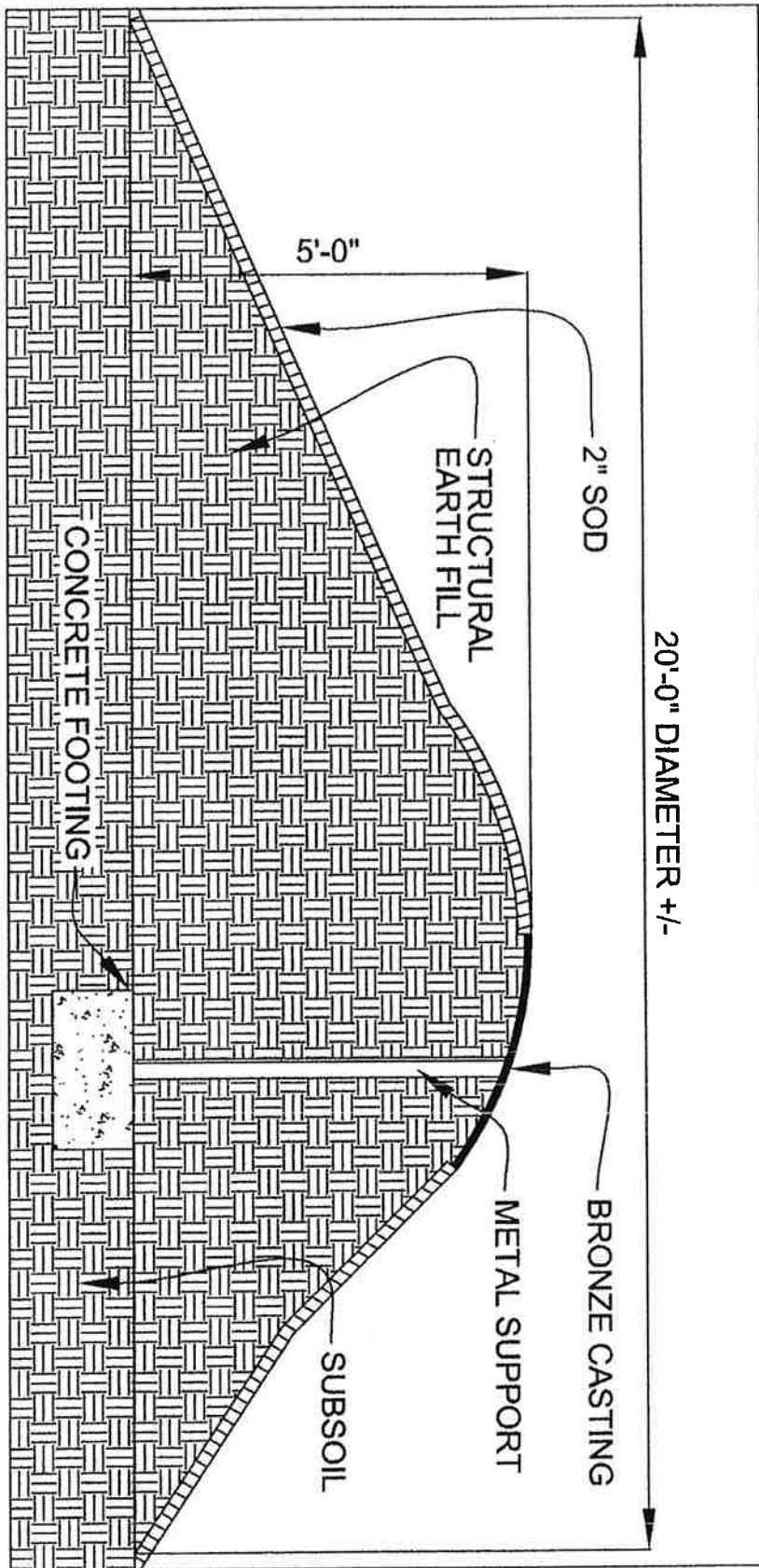


SCALE 1/64" = 1'-0"



A1
 1 JUN '11

WORLD PEACE WETLAND PARK
 1121 S. DUNCAN AVE., FAYETTEVILLE, AR 72701



PRELIMINARY
 NOT FOR
 CONSTRUCTION

1
 A2

SECTION THROUGH BERM

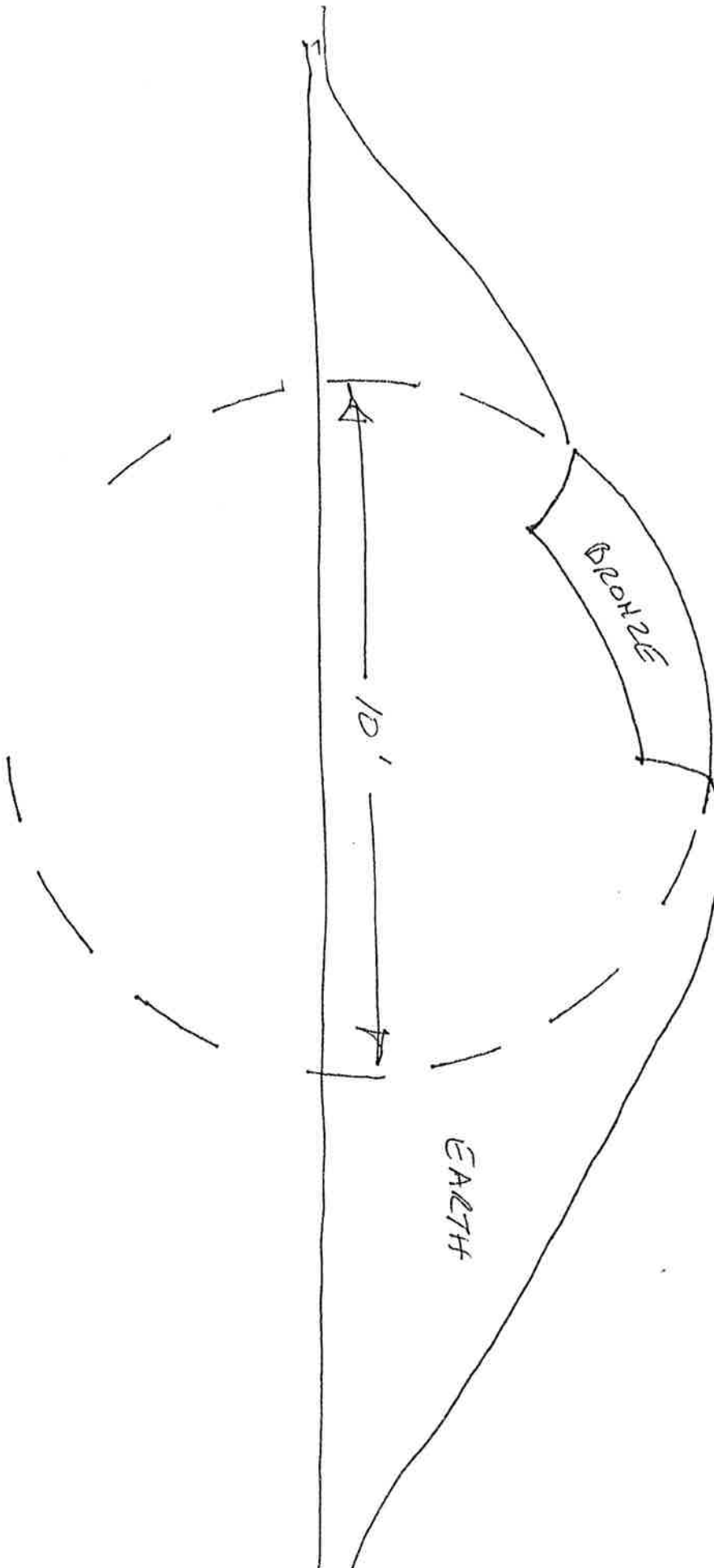
SCALE 1/2" = 1'-0"

A2
 1 JUN '11

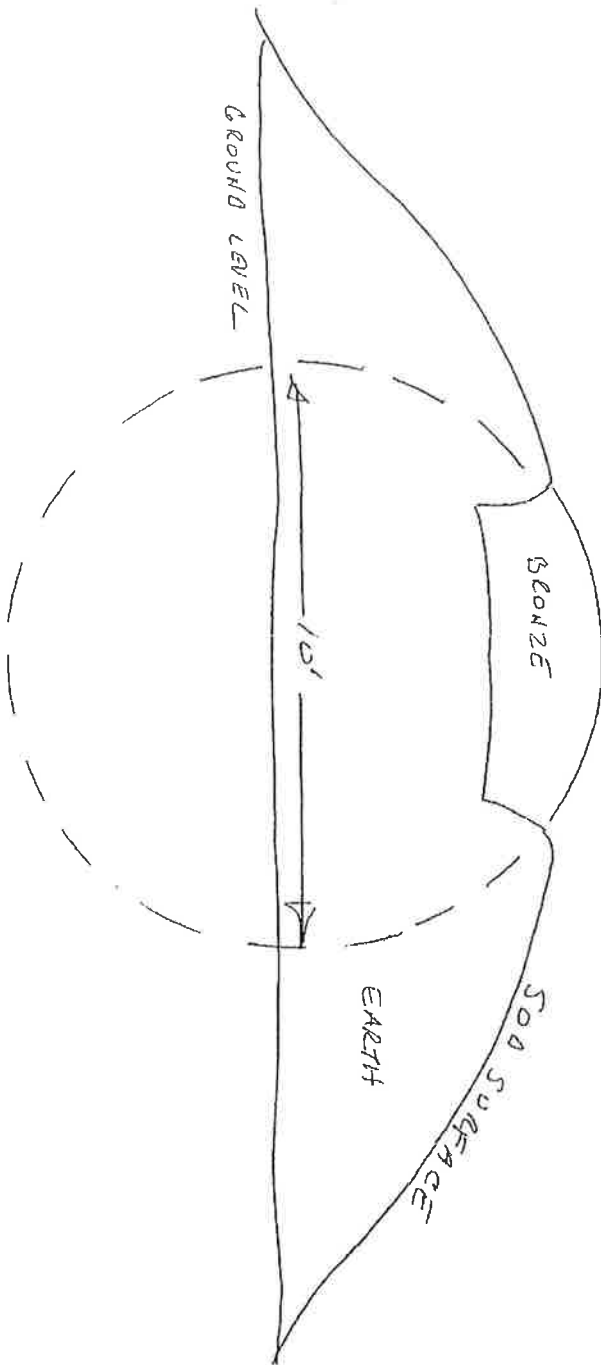
WORLD PEACE WETLAND PARK

1121 S. DUNCAN AVE., FAYETTEVILLE, AR 72701

SIDE VIEW



FRONT VIEW (FROM ENTRANCE)



Hank Kaminsky
808 S. Government Ave
Fayetteville AR 72701
479-283-4842
sculptor@kaminsky.com
www.hankkaminsky.com

resume

education

- 1983-85** University of Arkansas, B.A. with High Honors in Art
1963-65 Pennsylvania Academy of the Fine Arts under Harry Rosen, Paul Anthony Greenwood and Walker Hancock. Full tuition scholarship.
1962 New School for Social Research under Seymour Lipton.
1961-62 Art Students League under Jose de Creeft and John Hovahness.
1956-61 Queens College, Flushing, NY with Elias Freidensohn and William Kreuger

commissioned sculpture and public art

- 2009-10** Symbolic sculpture and gift sculpture for Southwestern Energy Co. Houston TX
2008 McFadden Square Centennial Legacy sculpture. Newport Beach California
2005 "Portal" a sculpture for the Ozark Woodland Sculpture Garden, a program of the University of the Ozarks
2003-04 Fountain sculpture for Washington Regional Hospital, Fayetteville AR.
Contact: Bill Rogers, foundation director 479-713-1711
2002-03 Fountain sculpture for city of Clinton, Arkansas
Contact: Roberta Katz-Messenger, Director 501-745-4589
2001-02 *World Peace Prayer Fountain* sculpture for the city of Fayetteville AR.
Installed December 31, 2002 at Town Center on the Square.
Contact: Marilyn Johnson, Director 479-587-9944
2000 Fountain sculpture— Arsagas Block Street Bakery, Fayetteville, AR.
Contact: Cary Arsaga 501-442-7768
1999-02 Series of tabletop fountain sculptures sold through galleries and decorators.
1999 Grave Marker for Virginia Jackson at Mount Comfort Cemetery, Fayetteville, AR.
1998 Peace Rock—a private peace memorial at the home of Professor James R Bennett in Fayetteville AR. Contact: Dick Bennett 501-442-4600
1997 "*The Miracle of the Double Helix*" monumental bronze sculpture of a symbolic DNA molecule made of words installed at University of Arkansas for Medical Sciences, Little Rock, AR.
Contact: Harry Ward, former Dean UAMS, Little Rock
1992 Bronze Donor Stars and sidewalk design for the Arts Center of the Ozarks "Walk of Stars," Springdale, AR. Contact: Kathy Blundell, 501-751-5441
1992 Door Handles for KFSM-TV Fayetteville and Fort Smith, AR.
1991 "Business For The Arts" Award, Chamber of Commerce, Fayetteville, AR.

commissioned sculpture and public art cont'd

- 1990 Set of Communion Vessels and Candle fixtures for the First United Presbyterian Church, Fayetteville, AR.
- 1986 "Islands in the Sea" for Temple Shalom, Fayetteville, AR.
- 1986 "Yahrzeit" for Temple B'nai Israel, Little Rock, AR.
- 1965 "Eternal Light" and "Burning Bush" for Eisendrath Memorial Chapel Kresgeville, PA.

commissioned portrait and figurative sculpture

- 2006 Bronze Bust of Ralph Martin for the Ralph Martin Chemical Engineering Dept. University of Arkansas, Fayetteville AR
- 2006 Bronze Bust of Dr. Fay Boozman for the Fay Boozman College of Public Health, UAMS, Little Rock AR
- 2003 Double bust of Bob and Marylin Bogle for Womens Athletic Center University of Arkansas, Fayetteville AR. Contact: Bev Lewis 479-575-4959
- 2001 Sculpture of a Razorback Hog for the University of Arkansas, Fayetteville AR. Contact: Charlotte Taylor, 501-575-7384
- 2001 Bust of Alice L. Walton for Northwest Arkansas Regional Airport Contact: Scott Van Laningham 501-205-1000, x2228
- 2001 McClinton Fountain of Education, Fayetteville AR. Contact: Roy Carr, 501-973-8629
- 1999 Portrait bust of Sam Walton for Walton College of Business Administration, Fayetteville, AR. Contact: Donnie Williams, 575-5949
- 1997 High Relief portrait plaque honoring Louise Bell at Fayetteville High School, Fayetteville, AR. Contact: Principal, Fayetteville High School
- 1996 Medal of the Dale Bumpers College of Agricultural, Food and Life Sciences, Fayetteville, AR. Contact: Dean of the College of Agriculture UAF
- 1995 Bronze Double bust of Pat and Willard Walker, Arkansas Cancer Research Center, Little Rock, AR.
- 1995 Bronze bust of Leland Tollett, Center of Excellence in the Poultry Sciences, University of Arkansas, Fayetteville, AR.
- 1995 Bronze bust of Deane R. Boswell, Bryant Civic Center, Bryant, AR.
- 1994 Bronze Bust of Wilbur Mills now in 18 copies including one at the State Capitol Little Rock AR. and other areas in Arkansas and in Washington, D.C.
- 1993 Engineering College Medal, University of Arkansas
- 1991 Double Portrait Bust of Bernice and Harvey Jones for Jones Eye Institute, Little Rock, AR.
- 1991 Fulbright College Medal, University of Arkansas
- 1990 High relief portrait of Senator J. William Fulbright and monument design for City of Fayetteville, AR.
- 1989 James Hudson Pride Award, Hudson Foods, Rogers, AR.
- 1989 Plaque for Nettie Boles photograph, University of Arkansas
- 1988 Relief portrait of O.C. Bailey, University of Arkansas
- 1987 Fulbright College Scholars Medal, University of Arkansas
- 1987 Bust of Irma Giffels, University of Arkansas
- 1987-2008 More than 1000 private portrait commissions in the Mid-South region.

1986 Double portrait bust of Owen and Hildur Bell, University of Arkansas

3

selected juried and invitational exhibitions

1990 Hendrix College Sculpture/Drawing Invitational, Conway, AR.
1986 All Arkansas College and University Art Exhibition,
Arkansas Art Center, Little Rock, AR.
1986-87 Faculty Show, University of Arkansas, Fayetteville, AR.
1985 Governors Exhibition, Little Rock, AR.
1984 "Currents 84," Hot Springs, AR.
1982-85 The Sequoyah Show, University of Arkansas, Fayetteville, AR.
1979-80 Prints, Drawings and Crafts Exhibition, Arkansas Arts Center, Little Rock, AR.
1977- Portfolio File of the American Crafts Council, New York
1978 "Craftsmen of the Southeast," Birmingham Museum, Birmingham, AL.
1976-81 Distinguished Artists Exhibition, Little Rock, AR.
1976-77 Eureka Artists Traveling Exhibition, Arkansas
1970 "Museum-A Project of Living Artists," New York City
1968 Audubon Artists Show, National Academy of Art, New York City
1967-69 Brata Gallery, New York City
1966-67 Robert J. Schoelkopf Gallery, New York City
1966 Poindexter Gallery, New York City
1964 The Philadelphia Gallery, Philadelphia, PA.
1964 Pennsylvania Academy of the Fine Arts, Philadelphia, PA.
1963-64 Hinckley and Brohel Gallery, Washington, DC.
1961-63 The Drawing Shop, New York City

selected solo exhibitions

1993 Art Center of the Ozarks, Springdale, AR - Inaugural Show
1989 Itawamba Community College, Fulton, MS.
1985 University of Arkansas Union Gallery, Fayetteville, AR.
1984, 87, 91 Fort Smith Art Center, Fort Smith, AR.
1983 Arkansas Arts Council's gallery, Little Rock, AR.
1979 Arkansas Territorial Restoration gallery, Little Rock, AR.

selected awards

2008 Arkansas Arts Council, Artists Fellowship Award
2007 Nominee, USA Artists Fellowship
2004 Arkansas Peace and Justice Heroes Award, Omni Center for Peace, Justice
and Ecology, Fayetteville, AR
1997 Lay Service Award, Fayetteville Education Association
(for work with High School students)
1993 Certificate of Recognition, State of Arkansas (public service to the state)
1986 High Honors in Art, University of Arkansas, Fayetteville, AR.
1985 Harold Hantz Award (for paper below), University of Arkansas, Fayetteville, AR.
Arkansas Arts Council Grant for Sand Casting Paper

awards cont'd

1983	Yoes Memorial Scholarship, University of Arkansas, Fayetteville, AR.
1983	David Durst Award, University of Arkansas, Fayetteville, AR.
1983	Award of High Achievement, Symphony Guild Annual Fair, Denver, CO.
1981	Award of Merit in Jewelry, Arkansas Arts, Crafts and Design Fair, Little Rock, AR.
1977	Award of Excellence, Mid-South Craft Fair, Memphis, TN.
1977	Purchase Award, Septemberfest, Midland, TX.

teaching experience

currently	I take apprentices and small group classes into my studio
2006-8	Sculpture instructor, University of Arkansas, Fayetteville AR
2005	Visiting Artist, Ozark Woodland Sculpture Garden, University of the Ozarks
2005	Workshop in sand-matrix design for students and teachers of Northwest Arkansas, with exhibition, Walton Art Center, Fayetteville AR
2001-03	Supervised internships for graduate students from the U of A Fayetteville art department in studio.
2002	Visiting Artist, Ozark Sculpture Garden
2000	Visiting Artist Kansas City Art Institute Kansas City, MO.
1994	Lecture-Demonstration, Oklahoma Sculpture Society, Oklahoma City, OK
1994-	Adjunct Assistant Professor of Art, University of Arkansas, Fayetteville, Granted graduate status 2001
1993	Rogers Art Guild, Rogers AR Lecture-Demonstration
1993-00	Established with JoAnn Kaminsky: "The Art Experience" a Fayetteville Arkansas Community Art School, taught Studio Sculpture Classes.
1989	Portrait sculpture and metal casting workshop, Itawamba Community College, Fulton, MS
1989	Lecture-Demonstration, Branson, MO.
1989	Lecture-Demonstration, Springfield Art Museum, Springfield MO.
1988	Portrait sculpture workshop, McAlester, OK.
1983-88	Adjunct Assistant Professor, University of Arkansas
1979	Instructor, SWEST Annual Casting School, Dallas, TX.
1968-70	Private studio sculpture classes, Great Neck, NY.
1967-70	Technical Assistant and facilities manager, Cooper Union, New York City
1964-68	Sculpture Counselor, Lincoln Farm Camp, Roscoe, NY.

My earliest work and educational experience is in the field of science and particularly electronics. I have worked as a test engineer at Hazeltine Electronics, American Bosch Arma Corp. and at S&M Products Corp. in N.Y.C. (where I helped design a golf playing machine). My interest in the technology of art is reflected in my work at the Cooper Union in NYC (where I was employed as the facilities manager for the sculpture and architecture technical studios from 1967-1970) and before that at Queens College where I served as ceramics technician while a student there. I operated a bronze foundry in my home and on one of my two European trips. Since 1971 I have been working with a technique I call "Sand-Matrix Design." An example of this technique can be seen in the sculpture "Miracle of the Double Helix" which I installed in 1997 in Little Rock at the University of Arkansas for Medical Sciences and more recently the World Peace Prayer fountain sculpture as mentioned below.

I put myself through art school in Philadelphia by operating a service for sculptors. I have helped to form several organizations including the Brooklyn Free Press (a printing shop in New York), the "Museum-A Project of Living Artists," (a very large cooperative gallery in New York in the late 60's), The Eureka Brotherhood Cooperative and The Eureka Springs Guild of Artists and Craftspeople, both in Eureka Springs, AR. I was a founding member and first Vice President of the Artists of Northwest Arkansas.

My business experience includes The Great Eureka Forgery (research and marketing of sandcast metals), A Show of Hands, Inc. (a crafts gallery in Eureka Springs, AR) and the Kaminsky Limited Partnership (a gold and gemstone business) in the late 70's. From 1992 to 2001 my wife and I operated a community Art School in Fayetteville AR called "The Art Experience" which also housed her art therapy and counseling office, my sculpture studio and the sculpture services business.

In 2001 I moved my studio to a new, much larger building, which I call "The Village Sculptor." In this 6000 square foot studio the World Peace Prayer fountain was produced. This spherical bronze fountain is covered with the words "May Peace prevail on Earth" and sits at the Town Center in Fayetteville, Arkansas. It was completed and installed on New Years Eve 2002. The studio now serves as a facility capable of both large and small productions. In 2004 I completed a large scale fountain sculpture project for the Washington Regional Hospital in Fayetteville, AR. Then followed a 2 year period concentrating on personal works intended for gallery exhibition.

I am currently working on a several small commissions and a collection of sculptures called The Sacred Ground Project. In this collection of garden sculptures, public art pieces and gallery works every piece will use the phrase: "You are Standing on Sacred Ground" in various languages,



FAYETTEVILLE PARKS AND RECREATION ADVISORY BOARD

Minutes for August 1, 2011

Opening:

The regular meeting of the Parks and Recreation Advisory Board was called to order by Jim Meinecke at 5:35 p.m. in Room 111 at the City Administration Building at 113 West Mountain Street in Fayetteville, Arkansas.

Present:

Parks and Recreation Advisory Board members Lindsey, Thompson, Meinecke, Watson, Waite, and Meldrum were present. Absent were Mason, Hazelrigs, and Bailey. City staff members Edmonston, Humphry, Gipson, Jumper, and Thomas were in attendance.

AGENDA:

1. Approval of July 11, 2011 PRAB Meeting Minutes:

PRAB Motion: Watson motioned to approve the minutes as written, and Waite seconded it. Motion passed 6-0-0 by voice vote.

2. Botanical Garden Monthly Report: Michael Lindsey

Lindsey reported that the Firefly Fling held last month went well, with 2,500 people attending. The summer day camps have been well attended. August 26 will be a concert. The Butterfly House is close to completion. The Botanical Gardens may have damage that qualifies for FEMA funding.

Meinecke wanted to know how big the butterfly house was.

Lindsey said it was fairly large, but not huge.

Meinecke said that it would be a great educational tool.

3. Presentation of Remaining Mayor's Appreciation Certificates

Edmonston presented Steve Meldrum a Certificate of Appreciation.

4. Public Art Proposal:

Hank Kaminsky

Hank Kaminsky, a local artist, said that he would like to donate a new work of sculpture at the World Peace Wetland Prairie. He said that the sculpture would be installed to look like it was emerging from the earth. The area will be landscaped and will be covered with low maintenance vegetation at some point. It will have a concrete footing and a post.

Watson asked if it would have a concrete footing with the sculpture on top.

Kaminsky said that the view (picture was on PowerPoint) is from the front. He said it was like a landscape in space.

Thompson asked if it would be 42 to 44 inches.

Kaminsky said that the sculpture would be five feet. He said there is a similar one at the Botanical Gardens, but it's a butterfly.

Edmonston said that she's a little worried about the weedeating that will be necessary.

Kaminsky said he would like low maintenance plantings that would possibly grow over the sculpture. He said weedeating wouldn't hurt it.

Thompson said children could play on it.

Kaminsky said children are an important part of his art.

Watson wanted to know where the sculpture would be located.

Edmonston said it is behind Brenda's Bigger Burgers. She asked Kaminsky if he would be the person that would keep the project going.

Kaminsky said that the neighbors to the north would help.

Edmonston asked Kaminsky to get something in writing from the neighbors saying they would help, and submit it.

Meinecke suggested that someone could take the time to prepare the soil properly. It would save dryness and misery later.

Edmonston said that PRAB was the first step for the approval of this project. It also needs to go to the Art Council and then to City Council for approval.

PRAB Motion: Meinecke motioned to approve the sculpture, and Thompson seconded it. Motion passed 6-0-0 by voice vote.

5. Park Land Dedication:

**Alison Jumper, Park
Planning Superintendent**

Development Name:	Eco Modern Flats
Engineer:	Bates and Associates, Inc.
Owner:	Eco Flats, LLC
Location:	130 S. Hill Avenue
Park Quadrant:	SW
Units:	15 multi-family
Total Acres:	2.92
Land Dedication Requirement:	0.255 acres
Money in Lieu Requirement	\$10,200
Existing Parks:	Frisco Park and Trail, Gregg Avenue Natural Area, Tsa La Gi Trail
Developer's Request:	Money in lieu
Staff Recommendation:	Money in lieu
Developer's Comments:	
Justification:	Frisco Park and Trail, Gregg Avenue Natural Area and Tsa La Gi Trail are within a ½ mile of the development. Additionally, land dedication requirement is less than two acres.
Annual Maintenance Cost:	None

Jumper said that it's located on Putnam and University. The developer is planning 15 multi-family structures.

Meldrum said it would be nice to have a sidewalk straight north to connect to the trail.

PRAB Motion: Meldrum motioned to accept the staff recommendation of money in lieu, and Watson seconded it. Motion passed 6-0-0 by voice vote.

6. Park Land Dedication:

**Alison Jumper, Park
Planning Superintendent**

Development Name:	Oakland Townhomes
Engineer:	Community by Design

Owner:	BR Commercial Properties, LLC
Location:	Mount Comfort Road
Park Quadrant:	NW
Units:	57 multi-family
Total Acres:	2.47 acres
Land Dedication Requirement:	0.969 acres
Money in Lieu Requirement	\$38,760
Existing Parks:	Wilson Park, Gregory Park, Lewis Soccer Complex
Developer's Request:	Money in lieu
Staff Recommendation:	Money in lieu
Developer's Comments:	
Justification:	Wilson Park, Gregory Park Scull Creek Trail and Lewis Soccer Complex are within proximity of the development. Additionally, land dedication requirement is less than two acres.
Annual Maintenance Cost:	None

PRAB Motion: Watson motioned to accept the money in lieu, and Meldrum seconded it. Motion passed 6-0-0 by voice vote.

7. Regional Park Update: **Connie Edmonston, Parks & Recreation Director**

Edmonston said that the drainage was being worked on. It's not ready for the concept plan.

Meinecke asked if the drainage made a big change in the plans.

Jumper said that it made it more complicated because the design had been done.

Edmonston said that we will get the park at some point.

8. Other Business:

Edmonston said that \$100,000 has been requested for Walker Park. The Fayetteville Youth Baseball Board supports the Regional Park, but is seeking to update the facilities at Walker because baseball is in a later phase at the Regional Park. The FYB Board also wants to improve the concession stand. The dugouts and benches need to be renovated, and a pitcher's warm-up area needs to be installed. The little score huts will be painted.

Watson said that the little league fields are run by an outside organization, and they get payments from players. He wanted to know who was paying for what.

Edmonston said that this is the second year that the Walker renovations have been requested. Many cities have contracts with organizations.

Meinecke wanted to know what the \$80 fee was for.

Gipson said that it was an individual fee that each player paid to FYB. FYB pays \$15 per player to Parks and Recreation. That is their league fee but tournament fees are separate.

Watson said he had another concern. He wanted to know how taking money away from Regional Park would affect fundraising for the park in the future.

Edmonston said most of the money that will fund Regional Park will come through the HMR tax. Next year \$300,000 will be budgeted for the park.

Watson asked if anyone had looked at grants for the facility renovations and concession stands.

Meldrum wanted to know who would do the renovations.

Edmonston said Parks and Recreation would probably do them.

Meldrum said it was our property, and our park. He wanted to know if FYB could contract the renovations, or would Parks have to go through the normal bid process.

Watson asked if Parks had discussed any renovations.

Edmonston said renovations for the dugouts had been discussed.

Watson said that he has looked at the baseball area at Walker. There is particle board covering concrete on the dugouts and there are structural cracks. He said he supports the renovation, but he just has questions.

Meinecke wanted to know who receives the tournament and player fees.

Meinecke asked if PRAB had to make a decision about this before it went to Council.

Watson said he would like to table it until his questions are answered.

Meinecke said this situation is similar to Wilson Pool. The maintenance has to be kept up until Regional Park is up and running. He suggested that a Youth Baseball representative be invited to PRAB to answer questions.

Watson said he wants PRAB to be financially responsible. That's why he has questions.

Edmonston said that, in the past, PRAB had the contracted organizations come to the meeting when it was time for their contract renewal to report their current status, and answer questions.

Gipson said the baseball contract is yearly now, so they can give us a report.

Meldrum suggested that PRAB receive different user group contracts throughout the year to review, rather than all at one time.

Waite said that he hates to take money from Regional Park, but Walker Park needs help also. The money will be well spent.

PRAB Motion: Waite motioned for the council to approve the Walker Park renovations, and Meldrum seconded it. Motion passed 5-0-1, with Watson abstaining.

9. Adjournment:

Watson motioned to adjourn, and Waite seconded it. Meeting adjourned at 6:33 pm.

Minutes taken by Melanie Thomas.

MINUTES OF A MEETING OF THE FAYETTEVILLE ARTS COUNCIL

A regular meeting of the Fayetteville Arts Council was held on August 3, 2011 at 6:00 p.m. in Room 111 in the City Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas.

ITEMS DISCUSSED

ACTION TAKEN

Approval of minutes from May 4, 2011 meeting	Approved
Public Art Donation – World Peace Wetland Prairie	Approved
Update on the status of the public sculpture show RFP	No Action Required
Review and Discuss 2011 Goals and Action Steps	No Action Required

MEMBERS PRESENT

Hank Kaminsky
Dianne Williams
Erin Jepson
Betsy Gross
Jay Baker
Janie Agee

STAFF PRESENT

Leif Olson

MEMBERS ABSENT

Martin Miller

STAFF ABSENT

CALL TO ORDER: The meeting was called to order by Chairman Baker at 6:10 p.m.

I. Announcements: None

II. Approval of the Minutes

Council member Kaminsky made a motion to approve the minutes of the May 4, 2011 and council member Minton seconded the motion. Upon role call the motion passed with a vote of 6-0-0.

III. Public Art Donation for the World Peace Wetland Prairie by Sculpture Hank Kaminsky.

Hank Kaminsky presented the Arts Council with a public art donation for the World Peace Wetland Prairie. Hank described the vision for the bronze piece as it will appear once installed. Hank discussed the origins of the piece and the how the gift came about through its purchase and donation to the City by an anonymous donor. A discussion of the form of the mound that the piece will emerge from followed with FAC members and Hank talking about installation, materials and maintenance. Hank explained the installation process and the maintenance agreements through the Omni Center. Member Baker asked about the long term care of the bronze piece and Mr. Kaminsky explained that the bronze would not have a finish that required maintenance and that the weathering of the piece is desirable.

IV. Discussion of the Proposed Sculpture Show Request for Proposal.

Staff updated the Arts Council on the progress of developing a Request for Proposal for the selection of an events promoter/organizer to create an annual sculpture show in Fayetteville.

MEETING ADJOURNED: 7:05 P.M.

City of Fayetteville Staff Review Form

C. 3
VAC 11-3887 (2388 N. College
Avenue Kum and Go)
Page 1 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

9/6/2011

City Council Meeting Date
Agenda Items Only

Dara Sanders
Submitted By

Planning
Division

Development Services
Department

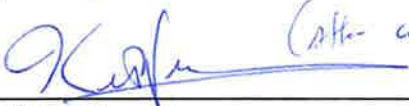
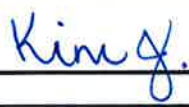
Action Required:

VAC 11-3887: Vacation (2388 N. College Ave./Kum & Go, 405): Submitted by CEI ENGINEERING ASSOCIATES, INC. for property located at 2388 North College Avenue. The property is zoned C-2, THOROUGHFARE COMMERCIAL. The request is to vacate a portion of a utility easement.

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	08-12-2011 Date	Previous Ordinance or Resolution #
 City Attorney	8-23-2011 Date	Original Contract Date:
 Finance and Internal Services Director	8/24/11 Date	Original Contract Number:
 Chief of Staff	8/24/11 Date	Received in City Clerk's Office 08-15-11 A09:38 RCVD  Received in Mayor's Office 
 Mayor	8/24/11 Date	

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Jeremy Pate, Development Services Director 

From: Dara Sanders, Current Planner

Date: August 12, 2011

Subject: VAC 11-3887 (2388 College Avenue Easement Vacation)

RECOMMENDATION

Planning Staff recommends approval of an ordinance vacating a portion of a utility easement containing 1,158 square feet.

BACKGROUND

The subject property is located at the southeast corner of the intersection of Township Street and College Avenue at 2388 College Avenue. On November 8, 2010, the Planning Commission approved a Large Scale Development application (LSD 09-3495) for a 10-pump gas station with a 4,958 sq. ft. convenience store and associated parking. Prior to the issuance of a building permit, the Fayetteville Utilities Department required dedication of a 15-foot sewer easement along the southern property line for an existing sewer line. The applicant proposed and dedicated a 20-foot general utility easement by plat. All building permits were issued for the project and the site is still under construction. Shortly after the site construction began, City inspectors identified a conflict in the location of the underground gas storage tanks and the dedicated 20-foot general utility easement, as the southern portion of the tanks encroach into the northern portion of the utility easement. The applicant's request is to vacate five feet of the general utility easement, which would result in the original easement request of 15 feet.

DISCUSSION

On August 8, 2011, the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 11-3887 SUBMITTED BY CEI ENGINEERING ASSOCIATES, INC. FOR PROPERTY LOCATED AT 2388 NORTH COLLEGE AVENUE TO VACATE A PORTION OF A UTILITY EASEMENT, A TOTAL OF 1,158 SQUARE FEET.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easement is not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easement in Exhibit B (attached).

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit A shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the Condition of Approval and shall not be in effect until the condition is met herein.

“Any damage or relocation of existing utilities shall be at the owner/developer’s expense.”

PASSED and **APPROVED** this day of , 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



PORTION TO BE VACATED

	Engineering Associates, Inc.				5' General Utility Easement Vacate 2396 North College Avenue Fayetteville, Arkansas		Scale 1"=30'
	ENGINEERS LANDSCAPE ARCHITECTS		PLANNERS SURVEYORS		DATE 5/25/11 3:53 PM		SHEET NO. 1 OF 1
	ENGINEERS LANDSCAPE ARCHITECTS		PLANNERS SURVEYORS		DATE 5/25/11 3:53 PM		SHEET NO. 1 OF 1
	ENGINEERS LANDSCAPE ARCHITECTS		PLANNERS SURVEYORS		DATE 5/25/11 3:53 PM		SHEET NO. 1 OF 1

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EXHIBIT "B"
VAC 11-3887

5' GENERAL UTILITY EASEMENT VACATE

THE NORTH 5' OF THAT PARTICULAR 20' GENERAL UTILITY EASEMENT PARALLEL WITH THE SOUTH LINE OF LOT 1 OF KUM & GO ADDITION TO THE CITY OF FAYETTEVILLE PER FILE #2011-0008508, IN THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A MAG NAIL WITH WASHER (LS 1534) AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE EAST RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY 71B, ALSO BEING THE WEST LINE OF SAID LOT 1, NORTH 13°34'32" EAST, A DISTANCE OF 15.25 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 13°34'32" EAST, A DISTANCE OF 5.08 FEET; THENCE ALONG THE NORTH LINE OF SAID 20' GENERAL UTILITY EASEMENT, SOUTH 86°52'59" EAST, A DISTANCE OF 229.49 FEET TO THE WEST RIGHT-OF-WAY OF JANE AVENUE PER SAID KUM & GO ADDITION; THENCE ALONG SAID RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, AND A CHORD WHICH BEARS SOUTH 30°15'54" EAST AND A CHORD DISTANCE OF 5.99 FEET; THENCE ALONG A LINE PARALLEL WITH AFOREMENTIONED NORTH LINE, NORTH 86°52'59" WEST, A DISTANCE OF 233.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1,158 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.



PC Meeting of August 8, 2011

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Dara Sanders, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: August 2, 2011

VAC 11-3887: Vacation (2388 N. COLLEGE AVE./KUM & GO, 405): Submitted by CEI ENGINEERING ASSOCIATES, INC. for property located at 2388 NORTH COLLEGE AVENUE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.40 acres. The request is to vacate a portion of a utility easement.

Planner: Dara Sanders

Findings:

Property Description and Background: The subject property is located at the southeast corner of the intersection of Township Street and College Avenue at 2388 College Avenue. On November 8, 2010, the Planning Commission approved a Large Scale Development application (LSD 09-3495) for a 10-pump gas station with a 4,958 sq. ft. convenience store and associated parking. Prior to the issuance of a building permit, the Fayetteville Utilities Department required dedication of a 15-foot sewer easement along the southern property line for an existing sewer line. The applicant proposed and dedicated a 20-foot general utility easement by plat. All building permits were issued for the project and the site is still under construction. Shortly after the site construction began, City inspectors identified a conflict in the location of the underground gas storage tanks and the dedicated 20-foot general utility easement, as the southern portion of the tanks encroach into the northern portion of the utility easement.

Request: The applicant's request is to vacate five feet of the general utility easement, which would result in the original easement request of 15 feet, as indicated on the attached survey.

The applicant has submitted the required easement vacation notification forms to the utility companies and to the City with the result summarized below.

UTILITIES

RESPONSE

Ozarks Electric	No Objections
Cox Communications	No Objections
Southwestern Electric Power Company	No Objections

Arkansas Western Gas No Objections

AT&T No Objections

CITY OF FAYETTEVILLE: **RESPONSE**

Water/Sewer No Objections

Transportation No Objections

Solid Waste No Objections

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding VAC 11-3887 to the City Council with a recommendation for approval subject to the following conditions:

1. Any damage or relocation of utilities shall be at the owner/developer's expense.
-

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☐ Forwarded ☐ Denied ☐ Tabled

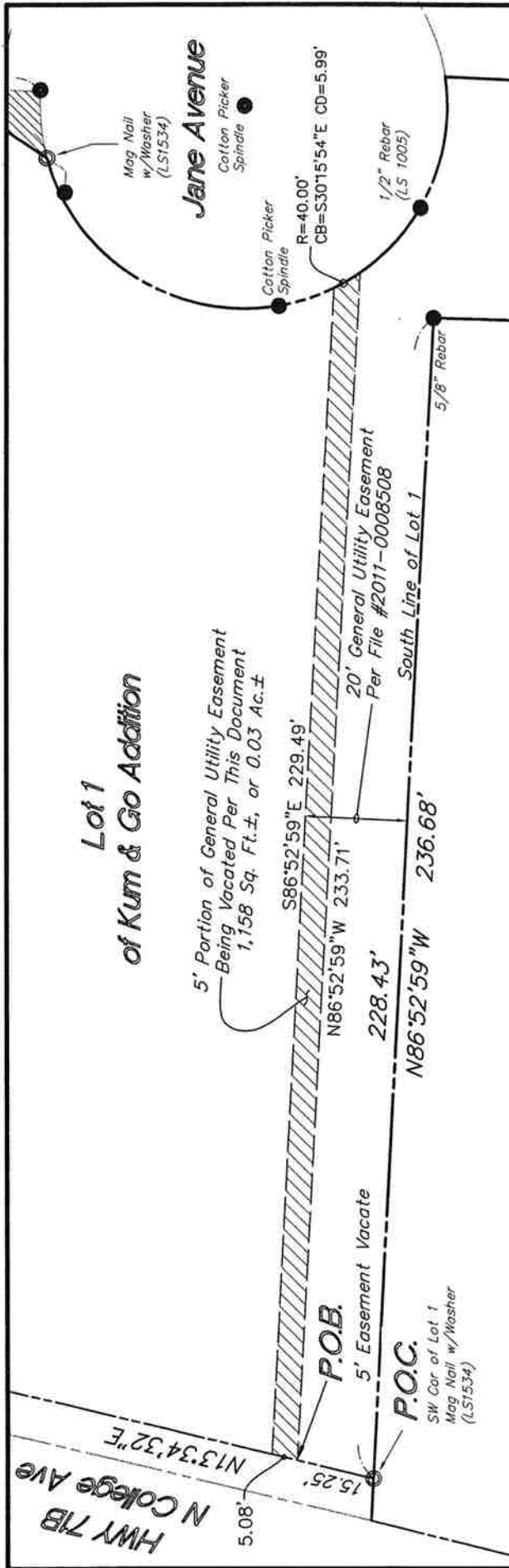
Date: August 8, 2011

Motion:

Second:

Vote:

Note:



LEGEND

EXISTING

- PROPERTY LINE
- EASEMENT LINE
- FOUND MONUMENT (AS NOTED)
- PORTION TO BE VACATED

5' General Utility Easement Vacate

The North 5' of that particular 20' General Utility Easement parallel with the South line of Lot 1 of Kum & Go Addition to the City of Fayetteville per File #2011-0008508, in the public records of Washington County, Arkansas, being described by metes and bounds as follows:

Commencing at a Mag Nail with washer (LS 1534) at the Southwest corner of said Lot 1; Thence along the East right-of-way of Arkansas State Highway 71B, also being the West line of said Lot 1, North 13°34'32" East, a distance of 15.25 feet to the Point of Beginning;

Thence continuing along said West line, North 13°34'32" East, a distance of 5.08 feet; Thence along the North line of said 20' General Utility Easement, South 86°52'59" East, a distance of 229.49 feet to the West right-of-way of Jane Avenue per said Kum & Go Addition; Thence along said right-of-way and along a curve to the left, having a radius of 40.00 feet, and a chord which bears South 30°15'54" East and a chord distance of 5.99 feet; Thence along a line parallel with aforementioned North line, North 86°52'59" West, a distance of 233.71 feet to the Point of Beginning, containing 1,158 Square Feet or 0.03 Acres, more or less.

NOTE:
It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

Engineering Associates, Inc.	ENGINEERS LANDSCAPE ARCHITECTS	PLANNERS ARCHITECTS	SURVEYORS ENVIRONMENTAL SCIENTISTS	Kum & Go #383	RDD PLS	RER PM	KMH DRW	RDD CHK'R	3108 SW Regency Pkwy, Suite 2 Bentonville, AR 72712 Phone 479-273-9472 Fax 479-273-0844	Scale 1"=30'
									5/25/11 DATE	5/25/11 DATE
5' General Utility Easement Vacate 2396 North College Avenue Fayetteville, Arkansas Rev 0										Rev 0



ENGINEERS ■ SURVEYORS ■ PLANNERS
LANDSCAPE ARCHITECTS ■ ENVIRONMENTAL SCIENTISTS

3108 S.W. Regency Parkway, Suite 2
Bentonville, AR 72712
479.273.9472 Fax 479.273.0844

C. 3
VAC 11-3887 (2388 N. College
Avenue Kum and Go)
Page 9 of 20

DISTRIBUTION:
RER/File

May 31, 2011

City of Fayetteville
Planning Commission and City Council
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Chair of the Board

Re: Kum & Go #409 – General Utility Easement Vacation Request
2388 N. College Ave
Fayetteville, Arkansas
CEI Project No. 26510.0

To the Fayetteville City Planning Commission and City Council:

This is a formal request for a vacation of a portion of the general utility easement along south line of Kum & Go property which will be used for the proposed use of a convenience store and permanent fueling station. The area of the easement to be vacated contains no utilities that impact any of the surrounding parcels, the easement was inadvertently dedicated as a 20' easement in plat #2011-0008508 and should have been a 15' wide easement to avoid conflicts with fuel storage tanks.

Large Scale Development plans were approved by the City Planning Department (LSD-00-3495) on November 8, 2010 and shall be considered inclusive of this request.

We appreciate your consideration in this matter, and if you have questions or concerns, please do not hesitate to call.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Erin Rushing". The signature is fluid and cursive, with a large loop at the end.

R. Erin Rushing, RLA
Department Leader
CEI Engineering Associates, Inc.

Providing Consolidated Land Development Services

CALIFORNIA ■ ARIZONA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA

Petition To Vacate Onsite General Utility Easement

PETITION TO VACATE A General Utility Easement LOCATED ON Plat File #2011-0008508, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, on Plat File #2011-0008508, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a portion of a general utility easement which is described as follows:

5' General Utility Easement Vacate

The North 5' of the particular 20' General Utility Easement parallel with the South line of Lot 1 of Kum & Go Addition to the City of Fayetteville per File #2011-0008508, in the public records of Washington County, Arkansas, being described by metes and bounds as follows:

Commencing at a Mag Nail with washer (LS 1534) at the Southwest corner of said Lot 1; Thence along the East right-of-way of Arkansas State Highway 71B, also being the West line of said Lot 1, North 13°34'32" East, a distance of 15.25 feet to the Point of Beginning;

Thence continuing along said West line, North 13°34'32" East, a distance of 5.08 feet; Thence along the North line of said 20' General Utility Easement, South 86°52'59" East, a distance of 229.49 feet to the West right-of-way of Jane Avenue per said Kum & Go Addition; Thence along said right-of-way and along a curve to the left, having a radius of 40.00 feet, and a chord which bears South 30°15'54" East and a chord distance of 5.99 feet; Thence along a line parallel with aforementioned North line, North 86°52'59" West, a distance of 233.71 feet to the Point of Beginning, containing 1,158 Square Feet or 0.03 Acres, more or less.

That the abutting real estate affected by said abandonment of the general utility easement on Plat File #2011-0008508, City of Fayetteville used by the public, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this ____ day of June, 2011.

Printed Name

Signature

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 8/2/11

UTILITY COMPANY: CITY OF FAYETTEVILLE WVS

APPLICANT NAME: KUM + GO LC / CEI APPLICANT PHONE: 479-273-9472
REQUESTED VACATION (applicant must check all that apply):

~ ☒ Utility Easement

~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

~ Alley

~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2388 N. COLLEGE AVE

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Utilities Engineer

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6.1.11

UTILITY COMPANY: _____

APPLICANT NAME: ERIN RUSHING - CEI APPLICANT PHONE: 213.9472
REQUESTED VACATION (*applicant must check all that apply*):

- ~ ☒ Utility Easement
~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
~ Alley
~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** 2388 N. COLLEGE AVE. FAYETTEVILLE AR**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 6.1.11

UTILITY COMPANY: AEP-SWEP CO

APPLICANT NAME: ERIN RUSHING - CEI APPLICANT PHONE: 213.9472
REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** 2388 N. COLLEGE AVE. FAYETTEVILLE AR**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are ~~retained~~. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:



Signature of Utility Company Representative

Dist. Engineer

Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 6-1-11

UTILITY COMPANY: _____

APPLICANT NAME: ERIN RUSHING - CEI APPLICANT PHONE: 273-9472
REQUESTED VACATION (applicant must check all that apply):

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2388 N. COLLEGE AVE. FAYETTEVILLE AR

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:

DAMAGE TO OR NEED FOR RELOCATION OF EXISTING
FACILITIES WILL BE @ THE OWNER / DEVELOPER'S
EXPENSE

Susan K. Clouser
Signature of Utility Company Representative

OSP DESIGN ENGINEER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6.1.11

UTILITY COMPANY: _____

APPLICANT NAME: ERIN RUSHING - CEI . APPLICANT PHONE: 273.9472
REQUESTED VACATION (*applicant must check all that apply*):

- ~ ☒ Utility Easement
~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
~ Alley
~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** 2388 N. COLLEGE AVE. FAYETTEVILLE AR**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:

Travis J. Guller
Signature of Utility Company Representative

TRANS Services Director
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6-1-11

UTILITY COMPANY: _____

APPLICANT NAME: ERIN RUSHING - CEI APPLICANT PHONE: 273-9472

REQUESTED VACATION (*applicant must check all that apply*):

~ ☒ Utility Easement

~ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

~ Alley

~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** 2388 N. COLLEGE AVE. FAYETTEVILLE AR

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:

William Dade
Signature of Utility Company Representative

STaking Supervisor OZARKS Electric 6-3-11
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 6.1.11UTILITY COMPANY: Arkansas Western GasAPPLICANT NAME: ERIN RUSHING - CEI APPLICANT PHONE: 272-9472
REQUESTED VACATION (*applicant must check all that apply*):~ ☒ Utility Easement

~ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

~ Alley

~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

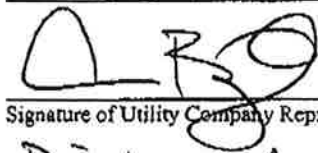
General location / Address (referring to attached document- must be completed**)

**** 2388 N. COLLEGE AVE. FAYETTEVILLE AR**(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:



Signature of Utility Company Representative

Director - Asset Management, Arkansas
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 6.1.11

UTILITY COMPANY: COX

APPLICANT NAME: ERIN RUSHING - CEI APPLICANT PHONE: 278-9472
REQUESTED VACATION (*applicant must check all that apply*):

- ~ ☒ Utility Easement
~ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
~ Alley
~ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** 2388 N. COLLEGE AVE. FAYETTEVILLE AR**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

- No objections provided the following conditions are met:

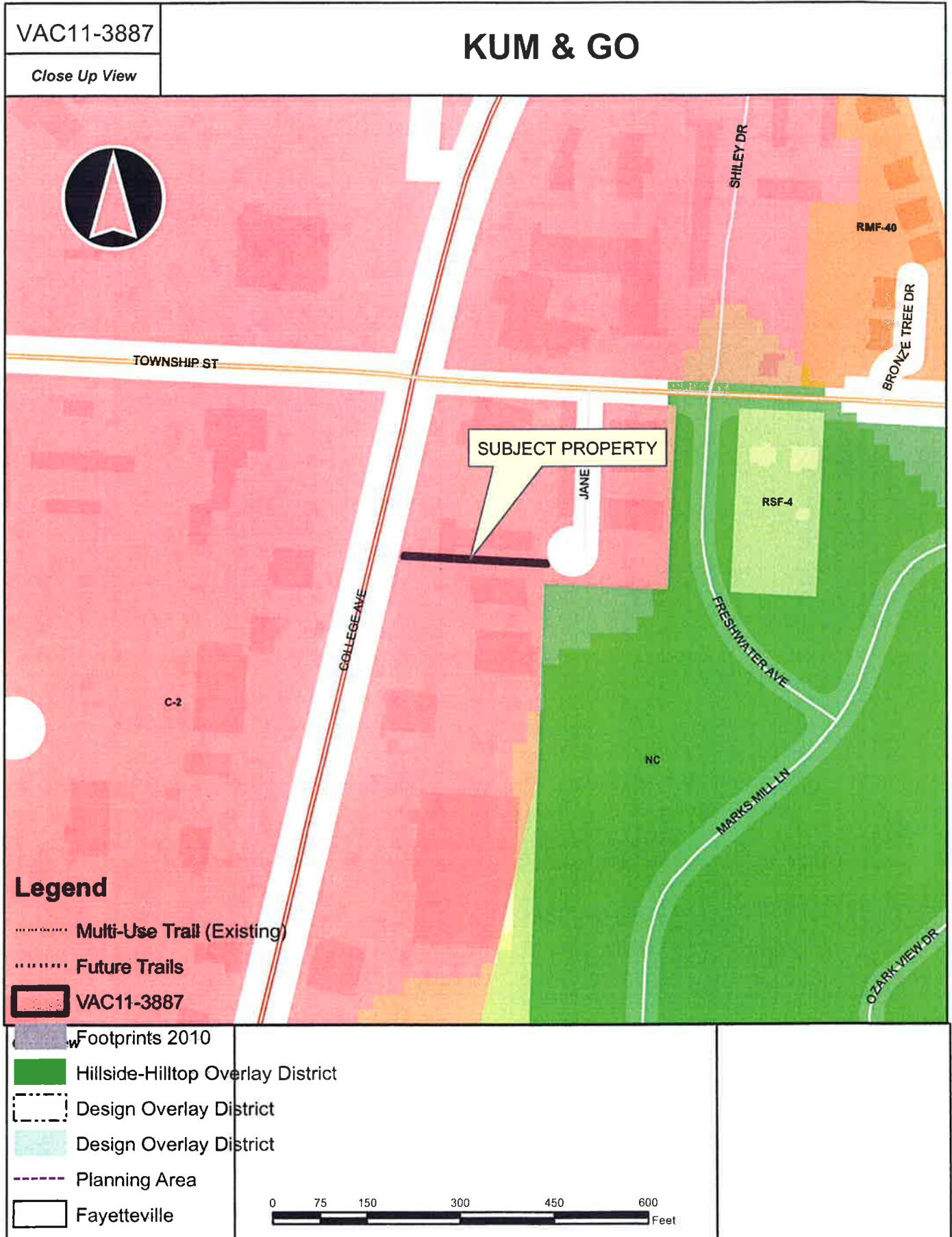
ANY DAMAGE OR RELOCATION OF EXISTING FACILITIES WILL BE AT
DEVELOPER'S EXPENSE



Signature of Utility Company Representative

FIELD ENGINEER

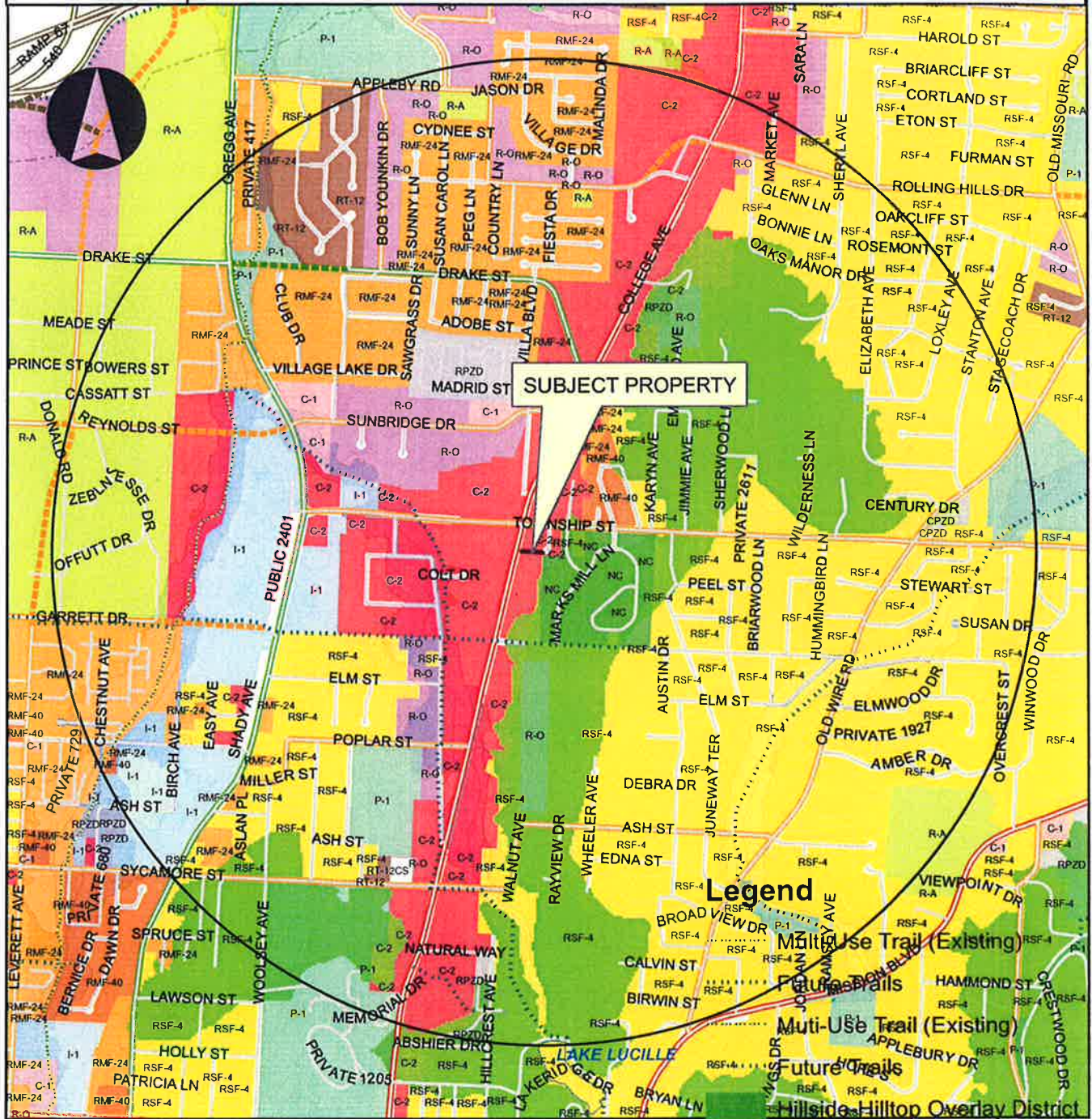
Title



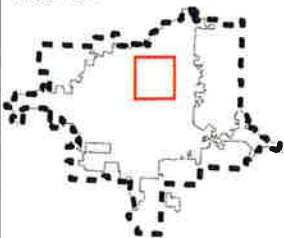
VAC11-3887

One Mile View

KUM & GO



Overview



Legend

Subject Property

VAC11-3887

Boundary

0 0.25 0.5 1

Miles

VAC11-3887

Design Overlay District

Planning Area

Fayetteville

City of Fayetteville Staff Review Form

C. 4
Amend § 51.137
Monthly Sewer Rates
Page 1 of 8

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

06-Sep-11

**City Council Meeting Date
Agenda Items Only**

David Jurgens

Submitted By

Utilities Director

Division

Utilities

Department

Action Required:

Approval of an ordinance rescinding and replacing §51.137 Monthly Sewer Rates (E) Extra Strength Surcharge Table F3 Extra Strength Surcharges to update Biological Oxygen Demand (BOD5) industrial surcharge, and hold a public hearing.

N/A

Cost of this request

Category / Project Budget

Program Category / Project Name

Water and Sewer

Account Number

Funds Used to Date

Program / Project Category Name

Water/Sewer

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

David Jurgens
Department Director

16 Aug 11
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

David Jurgens
City Attorney

8-17-11
Date

Paul a. Bacher
Finance and Internal Services Director

8-17-2011
Date

Received in City
Clerk's Office

08-16-11 11:58 RCVD

King

Don Wan
Chief of Staff

8-17-11
Date

Received in
Mayor's Office

ENTERED
8/17/11
PH

Donald Jordan
Mayor

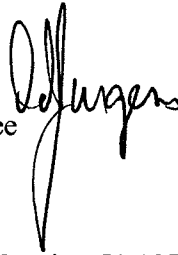
8/18/11
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, PE, Utilities Director
Water, Sewer, Solid Waste Committee



Date: August 9, 2011

Subject: Approval of an Ordinance Changing Section 51.137 Table F3, Extra Strength Surcharges, Specifically Changing the Industrial Biological Oxygen Demand (BOD) Surcharge

RECOMMENDATION

City Administration recommends approval of an ordinance changing section 51.137, Table F3, extra strength surcharges, specifically reducing the industrial biological oxygen demand (BOD) surcharge from \$0.4421/pound to \$0.3145/pound based on the actual costs of treating this excess BOD with current wastewater treatment processes.

BACKGROUND

In early 2011, City staff met individually with industries that may be impacted by the potential new permit limits for the Noland Wastewater Treatment Facility (WWTF). In the discussions, staff was requested to review the industrial surcharge for biochemical oxygen demand (BOD). Staff evaluated both the in-house costs relating to treating high concentrations of BOD as well as comparing our rates to those of other Northwest Arkansas cities.

The City's WWTFs are biological processes; cultivated bacteria treat the wastewater. These bacteria rely on the food - the organic material that enters the plant in the wastewater - to maintain a healthy bacteria population. The food quantity is reflected as BOD₅, the five-day biochemical oxygen demand, or the amount of oxygen the organisms in the water will use while processing the food. As with any other living population, the WWTF bacteria health depends upon the quality, quantity, and consistency of this food source. Additionally, other constituents in wastewater - metals, herbicides, pesticides, and other materials- impact the bacteria population health. In reasonable amounts, BOD provides stability for the bacteria population, helping the bacteria survive changes in volume and concentration of other wastewater constituents. The industry standard for "reasonable amounts" is 300 milligrams per liter (mg/l) or parts per million (ppm). Higher concentrations cause increased treatment costs to reduce the BOD concentration to our discharge limit, which is as low as 5 mg/l, depending upon the season. Surcharges for higher concentrations are intended to directly offset the cost of treating the higher concentration.

Industrial surcharges are important economic development factors. Water using industries closely evaluate rates, surcharges, and pretreatment requirements to compare capital and operational costs between potential locations.

DISCUSSION

When the City's wastewater system was split with startup of the West Side WWTF, the Noland WWTF became heavily influenced by and reliant upon industrial wastewater. All Fayetteville industries now flow to the Noland WWTF, and make up 20 - 40% of the total Noland flow. As a result, we rely upon the BOD from food industries to offset the nutrient poor wastewater from our non-food industries. If a food industry were to change their process whereby they significantly reduced the quantity of BOD in their wastewater (through capital investment in a wastewater pretreatment facility at their manufacturing plant), it could significantly impact the Noland WWTF.

Staff analyzed the actual cost of this treatment, and determined our actual cost to treat BOD is \$0.3145 per pound, \$0.1276 below the current rate. Staff also compared the cost of other area cities, shown in the table below.

Current BOD Industrial Surcharge Rates

City	BOD		TSS	
	\$/lb	Charges for concentrations > (mg/L)	\$/lb	Charges for concentrations > (mg/L)
Bentonville	0.28	300	0.28	300
Fayetteville	0.4421	300	0.2209	300
Rogers ^{1,2}	0.151242	300	0.199008	300
Springdale	0.336	289	0.397	300

¹ Rogers bills for carbonaceous BOD (CBOD), has the right to prohibit CBOD and TSS >300 mg/L, and all Rogers poultry processors have on-site pretreatment.

² Rogers fees have not changed since 1990

Industries will address these surcharges in one of two ways: (1) build on-site wastewater treatment facilities to reduce the concentrations in their effluent; or (2) discharge wastewater with minimal or no pretreatment and pay any resulting surcharges. In Fayetteville, Pinnacle Foods pretreats their wastewater, and have minimal surcharges. Tyson's does not pretreat (other than screening out larger sized particles). Estimated surcharges for Fayetteville industries are shown below, based on 2010 loadings and 2011 surcharge rates.

2011 Estimated Surcharge Costs/Revenues- Current Rate

Industry	TSS Charged #	2011 Estimated TSS Surcharge	BOD Charged #	2011 Estimated BOD Surcharge	2011 Estimated Total Surcharge
Pinnacle Foods	0	0	56,375	\$24,923.38	\$24,923.38
Tyson Foods, Inc.	765,980	\$169,204.95	843,088	\$372,729.20	\$541,934.14
Hiland Dairy	120,867	\$26,699.45	416,467	\$184,119.86	\$210,819.30
Totals		\$195,904.39		\$581,772.43	\$777,676.82

Proposed Ordinance Time Line

September 6	First reading of surcharge adjustment ordinance, announce public hearing
September 7	Advertise surcharge adjustment
September 20	Public hearing, second reading of rate adjustment ordinance, optional third and final reading of surcharge adjustment ordinance.
October 4	Possible third reading of surcharge adjustment ordinance
December 1, 2011	Effective date of new sewer surcharge

New § 51.137 Table F3

Table F3 Extra Strength Surcharges	
	After 12/1/2011
Extra Strength BOD ₅	\$0.3145 per pound
Extra Strength TSS	\$0.2209 per pound

BUDGET IMPACTS

This surcharge change to reflect current actual BOD treatment costs, the industrial surcharge revenues would drop by an estimated \$167,913 per year, using 2010 flow characteristics and 2011 surcharge rates. This reduction will be reflected in the 2012 budget. The effect of this change on Fayetteville users are shown in the table below.

Industry	2011 Estimated Current Surcharge	2011 Estimated Treatment Cost	Difference Between Cost and Charge (Potential Revenue Reduction)
Pinnacle Foods	\$24,923.38	\$17,729.93	\$7,193.45
Tyson Foods, Inc.	\$541,934.14	\$434,356.11	\$107,578.03
Hiland Dairy	\$210,819.30	\$157,678.17	\$53,141.13
Totals	\$777,676.82	\$609,764.22	\$167,912.60

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 51.137 MONTHLY SEWER RATES OF THE CODE OF FAYETTEVILLE BY REDUCING CERTAIN EXTRA STRENGTH SURCHARGES TO SEWER RATES, AND PROVIDING FOR AN EFFECTIVE DATE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §51.137 Monthly Sewer Rates of the Code of Fayetteville by deleting the table in subsection (E)(1) and replacing it with the following table:

Table F3 Extra Strength Surcharges	
	After 12/1/2011
Extra Strength BOD ₅	\$0.3145 per pound
Extra Strength TSS	\$0.2209 per pound

Section 2. That this Ordinance shall not become effective until December 1, 2011.

PASSED and APPROVED this _____ day of _____, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

FAYETTEVILLE CODE OF ORDINANCES
TITLE V PUBLIC WORKS

monthly meter service charge rates prescribed by subsections (A) and (B) of this section shall commence as of the first billing statements issued after April 30, 2008.

6 inch	126.96	146.00
8 inch	266.62	306.61
10 inch	457.06	525.61

- (4) Customers served through the White River Rural Water System will pay the outside city rate plus an additional \$5.94 per month for all bills issued prior to January 1, 2012. This additional amount will not be charged on any bills issued after December 31, 2011.

- (5) The State of Arkansas mandated Safe Drinking Water Act fee shall be added to the monthly water utility bill.

(C) *Monthly standby fire protection service charge.*

- (1) Charges for unmetered service connections for standby fire protection and fire hydrants shall be:

Table C-1 Monthly Standby Fire Protection Service Charge After April 30, 2008		
Line Size	Inside City	Outside City
2 inch	\$ 6.84	\$ 7.86
3 inch	20.51	23.59
4 inch	41.03	47.18
6 inch	113.96	131.05
8 inch	239.32	275.21
10 inch	410.26	471.79

Table C-2 Monthly Standby Fire Protection Service Charge After December 31, 2008		
Line Size	Inside City	Outside City
2 inch	\$ 7.23	\$ 8.32
3 inch	21.70	24.96
4 inch	43.41	49.92
6 inch	120.57	138.66
8 inch	253.20	291.18
10 inch	434.05	499.16

Table C-3 Monthly Standby Fire Protection Service Charge After December 31, 2009		
Line Size	Inside City	Outside City
2 inch	\$ 7.62	\$ 8.76
3 inch	22.85	26.28
4 inch	45.71	52.56

Table C-4 Monthly Standby Fire Protection Service Charge After December 31, 2010		
Line Size	Inside City	Outside City
2 inch	\$ 8.02	\$ 9.22
3 inch	24.06	27.67
4 inch	48.13	55.35
6 inch	133.69	153.74
8 inch	280.75	322.86
10 inch	481.28	553.47

- (2) Monthly Standby Fire Protection Service Charge After December 31, 2011. Starting the day after December 31, 2011, the monthly standby fire protection service charge shall be increased by 3% per year.

- (3) Fire protection lines shall not be connected to the water system downstream from a meter.

(Code 1965, §21-25; Ord. No. 1165, 4-18-58; Ord. No. 2144, 9-2-75; Ord. No. 2594, 2-5-80; Ord. No. 3197, 7-1-86; Ord. No. 3409, 2-21-89; Ord. No. 3431, 6-6-89; Ord. No. 3491, 7-17-90; Ord. No. 3513, 9-18-90; Ord. No. 3519, 11-20-90; Ord. No. 4059, §1, 10-7-97; Ord. No. 4223, 2-15-00; Code 1991, §51.136; Ord. No. 4530 12-02-02; Ord. No. 4540, 02-03-04; Ord. 5123, 4-1-08)

51.137 Monthly Sewer Rates

(A) *Monthly sewer rates.*

- (1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.10
	Greater than 2,000 gallons	3.10
Non-Residential	All Usage	2.42
Major Industrial	All Usage	2.42
Farmington	All Usage	4.66

FAYETTEVILLE CODE OF ORDINANCES
TITLE V PUBLIC WORKS

Outside city	All Usage	4.66
Elkins	85% of metered water usage	2.81
	Usage above 85% of metered water usage	1.98

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2008		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.00
	Greater than 2,000 gallons	4.00
Non-Residential	All Usage	3.02
Major Industrial	All Usage	3.03
Farmington	All Usage	5.13
Outside city	All Usage	5.57
Elkins	85% of metered water usage	3.53
	Usage above 85% of metered water usage	1.85

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.07
	Greater than 2,000 gallons	4.10
Non-Residential	All Usage	3.10
Major Industrial	All Usage	3.21
Farmington	All Usage	5.28
Outside city	All Usage	5.74
Elkins	85% of metered water usage	3.64
	Usage above 85% of metered water usage	1.91

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2010		
---	--	--

Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.14
	Greater than 2,000 gallons	4.18
Non-Residential	All Usage	3.18
Major Industrial	All Usage	3.40
Farmington	All Usage	5.44
Outside city	All Usage	5.91
Elkins	85% of metered water usage	3.75
	Usage above 85% of metered water usage	1.96

(2) Beginning January 1, 2012, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.

(3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) *Monthly sewer service charge.*

(1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2009			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4 "	\$ 10.36	\$ 10.35	\$ 10.35
1 inch	13.47	19.35	19.35
1½ inch	21.99	34.33	34.33
2 inch	31.44	49.32	49.32
3 inch	73.01	104.40	104.40
4 inch	120.26	171.97	171.97
6 inch	238.37	340.87	340.87
8 inch	356.48	509.76	509.76

FAYETTEVILLE CODE OF ORDINANCES
TITLE V PUBLIC WORKS

(E) *Extra Strength Surcharge.*

- (1) For all commercial and industrial customers whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the City shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges				
	Before 1/1/08	After 12/31/08	After 12/31/09	After 12/31/10
Extra Strength BOD ₅	\$0.2669 per pound	\$0.3336 per pound	\$0.4170 per pound	\$0.4421 per pound
Extra Strength TSS	\$0.1334 per pound	\$0.1668 per pound	\$0.2084 per pound	\$0.2209 per pound

- (2) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (3) Starting after December 31, 2011, Extra Strength Surcharges shall be increased by 3% per year.
- (4) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

$$S = V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (SS - 300)}]$$

(b) Where:

S	=	Surcharge in dollars
V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD Unit	=	Unit charge for BOD in charge dollars per pound
BOD	=	BOD strength index in parts per million
300	=	Allowed BOD strength in parts per million
SS unit	=	Unit charge for suspended charge solids in dollars per pound
SS	=	Suspended solids strength index in parts per million by

weight

$$300 = \text{Allowed SS Strength in parts per million by weight}$$

(F) *Elkins sewer charges.*

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this Contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December

- (2) Elkins impact fee charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197, 7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. 4998, 4-3-07; Ord. 5129, 4-15-08)

51.138 Definitions Pertaining to Water and Sewer Rates

For the purpose of the sections pertaining to water and sewer rates, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (A) *City of Farmington customer.* Customer whose structure being served for water and/or wastewater is physically located within the incorporated limits of the City of Farmington,

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

9/6/2011

Revised January 15, 2009

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent
Jeremy Pate, Development Services Director

From: Greg Howe, Urban Forester 

Date: August 23, 2011

Subject: FPL: 10-3574 The Coves PH 1 Request to Utilize Section 04(J)(2) of Chapter 167

PROPOSAL:

The applicant is asking City Council to review and approve their request to provide approximately 115,500 square feet of tree preservation outside the City Limits but within the one quarter mile restriction recently amended under Chapter 167. In addition to this tree preservation area the applicant is proposing to plant eighty-nine mitigation trees in Holland Park per a Parks and Recreation planting plan.

RECOMMENDATION:

Approval of applicant's request to plant 89 trees in Holland Park and provide a minimum of 115,472 sqft of platted Tree Preservation Area for The Coves subdivision on land owned by the applicant and adjacent to Walnut Crossing subdivision, also owned by the applicant.

In May 2010 a final plat for 'Phase I' was submitted for review. The following tree canopy measurements were submitted with this review and are listed below.

Table 1: Canopy Measurements: The Coves (Phase I)

Total Site Area	
acres	15.08
square feet	656,974.95
Existing Tree Canopy	
acres	4.01
square feet	174,581.02
percent of site area	26.57%
Existing Tree Canopy Preserved	
acres	0.23
square feet	9,967.85
percent of total site area	1.52%
Percent Minimum Canopy Required	25%

Based on the amount of tree canopy removed the following mitigation is required:

Mitigation: Required The Coves (Phase I)

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
0 ft2	High Priority	218	0
0 ft2	Mid-Priority	290	0
154,275.89 ft2	Low Priority	436	354

Tree Escrow equivalent of \$88,500

Mitigation Type Requested:

☒ On-Site ☒ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES ☐ NO

DISCUSSION:

Allowing the applicant's request to provide tree preservation in an off-site location outside the city will benefit citizens of Fayetteville by;

- enlarging the adjacent, existing tree preservation area of Walnut Crossing creating a contiguous area for wildlife, etc.,
- preserving tree canopy adjacent to the Walnut Crossing walking trail providing shade for trail users,
- preserving riparian forest land adjacent to the North Fork Farmington Creek which is a high priority of Chapter 167.

By approving the planting of eighty-nine mitigation trees in Holland Park Fayetteville citizens will benefit by;

- providing future tree canopy to shade the trail and other park amenities
- gaining the economic, social and psychological benefits trees provide such as; buyers willing to pay 3-7% more for residential properties with ample trees or nearby trees, Trees reduce levels of domestic violence and foster safer, more sociable neighborhood environments and that brief encounters with nature can aid cognitive fatigue recovery, improving one's capacity to concentrate or recover from illness.
- reducing future maintenance costs from maintaining turf areas by the Parks and Recreation Department.

BUDGET IMPACT:

If the applicant's request is approved there is no budget impact. If the request is denied the formerly tabled appeal of the Urban Forester's decision will be reactivated. This appeal, if upheld, would require the Urban Forester at some point in the next seven years to develop a tree planting plan, develop a bid package, administer the bid and manage the tree planting and maintenance project. The administrative duties of the Urban Forester and/or additional city staff will be absorbed by the City.

Attachments:

Planting Plan for Holland Park
 Off-Site Tree Preservation Area Plan

RESOLUTION NO. _____

A RESOLUTION, PURSUANT TO FAYETTEVILLE CODE §§ 167.04(J)(2) AND 167.04(J)(3), APPROVING A TREE PRESERVATION PLAN FOR THE COVES SUBDIVISION PHASE 1 FOR TREE PRESERVATION OUTSIDE THE CITY LIMITS

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, pursuant to Fayetteville Code §§ 167.04(J)(2) and 167.04(J)(3), hereby approves a tree preservation plan for The Coves Subdivision Phase 1 for tree preservation outside the city limits of Fayetteville. A copy of the plan is attached to this Resolution.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



LAND DEVELOPMENT

August 18, 2011

Sondra Smith, City Clerk
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Request for Off-Site Preservation outside city limits per Chapter 167.4(J)(2)

Ms. Smith,

Rausch Coleman Homes (RCH) wishes to be placed on the September 6th agenda to request approval of off-site preservation within ¼ mile of the city limits. This request is in relation to the Final Plat request for The Coves Subdivision and the associated tree mitigation. In developing a plan to mitigate the removal of trees within the first phase of The Coves subdivision, we have collaborated with Greg Howe and Connie Edmonston toward an option that works best for the City and the neighborhood. Upon their suggestion, we wish to request that we utilize a recently approved revision to the Tree Protection and Preservation Ordinance which we feel offers an excellent opportunity to preserve forested land within proximity to the development.

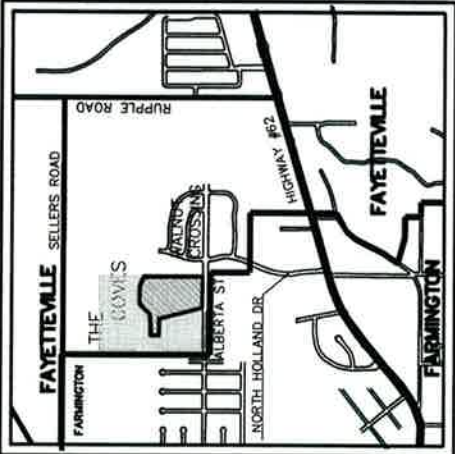
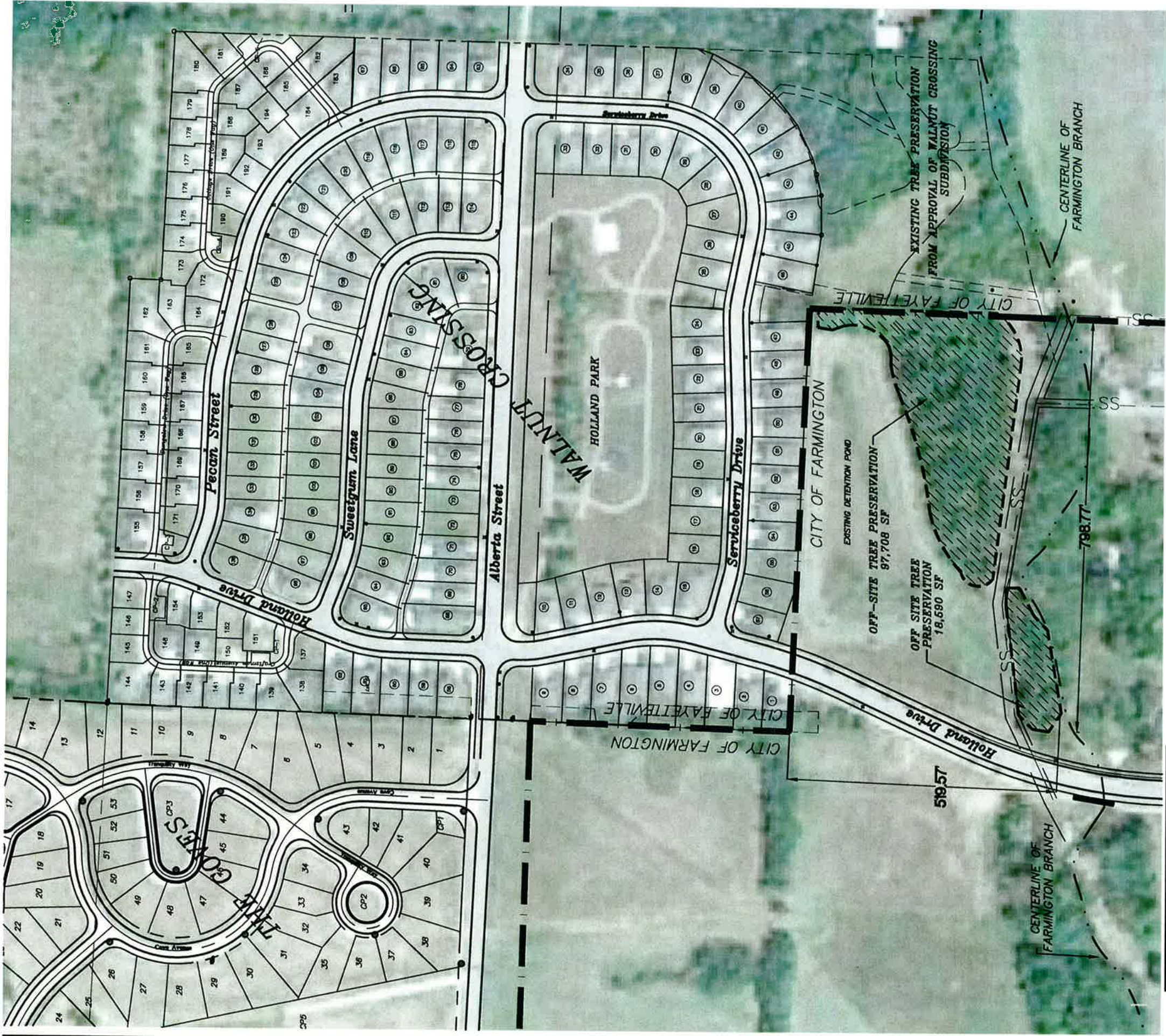
Per Chapter 167.4, Tree Preservation and Protection Ordinance, 352 trees have to be mitigated for the removal of 3.54 acres of existing canopy. Originally, RCH proposed to mitigate by a combination of on-site mitigation, off-site forestation, and by making payment to the Tree Escrow Account. On August 2nd, the Council approved a revision to Chapter 167.04(J)(2) Off-Site Preservation, allowing for the preservation of canopy cover within ¼ mile of the Fayetteville city limits. RCH wishes to revise their mitigation request to utilize this recent revision. Just south of The Coves development and the neighboring Walnut Crossing development, RCH owns property adjacent to Farmington Branch, a creek flowing to the Illinois River. We would like to request that the Council consider allowing us to preserve portions of the stream side canopy as a method of mitigation for the canopy removed in The Coves. An exhibit is included showing the location of the off-site canopy to the city limit line and to the neighboring development. In combination with the off-site preservation, RCH proposes off site forestation by planting 89 trees within Holland Park to complete the mitigation proposal.

It is our understanding that the Urban Forester does support this mitigation proposal. To complete the process to gain approval of the Final Plat for The Coves development, we ask that the Council consider our request for off-site preservation within ¼ mile of the city limits which by ordinance may only be allowed by Council resolution.

Respectfully

A handwritten signature in blue ink, appearing to read "Fred Rausch", is written over the word "Respectfully".

Fred Rausch, Manager
Rausch Coleman Homes



TREE MITIGATION REQUIREMENT		PROVIDED
REQUIRED		
TREE MITIGATION - 154,276 SF CANOPY	OFF SITE FORESTATION - HOLLAND PARK	89 TREES or 38,804 SF CANOPY
(BASE DENSITY = 436)	OFF SITE TREE PRESERVATION	116,298.00 SF
	TOTAL MITIGATION CANOPY	38,804+116,298=155,102 SF

Vicinity Map
Not to Scale

SHEET OF	DRAWN BY:	CHECKED BY:
	DATE: 8/18/2011	
	SCALE: 1" = 200'	
	JOB NUMBER: 1243	
	FILE NAME: 1243mitigation ph1.dwg	

TREE MITIGATION EXHIBIT
THE COVES SUBDIVISION
FAYETTEVILLE, AR



Consulting Engineering
Landscape Architecture
Land Surveying
Engineering Design Associates, P.A.
134 W. Emma
Springdale, Arkansas 72764
(501) 756-1266
Fax: (501) 756-2129

City of Fayetteville Staff Review Form

C. 6
Southwind Hospitality, LLC
Page 1 of 12

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

9/6/2011

City Council Meeting Date
Agenda Items Only

Don Marr & Sharon Waters

Submitted By

Parking Division

Division

Transportation Services

Department

Action Required:

A Resolution to approve a one year lease agreement with Southwind Hospitality, LLC for the Meadow Street Parking Deck for 89 spaces in the first level of the Fayetteville Municipal Parking Garage located at 25 E Meadow Street, and two additional seven (7) year extensions for 178 spaces at \$50.00 per space.

\$ (53,400.00)

Cost of this request

\$ -

Category / Project Budget

Parking Deck Revenue

Program Category / Project Name

2130.0913.4426.10

Account Number

\$ -

Funds Used to Date

Parking Mangement

Program / Project Category Name

\$ -

Remaining Balance

Off Street Parking

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

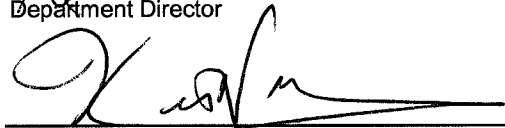
☐


Department Director

8-23-11

Date

Previous Ordinance or Resolution #



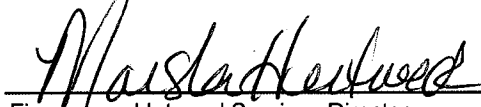
City Attorney

8-23-11

Date

Original Contract Date:

Original Contract Number:

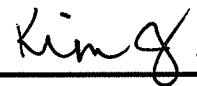


Finance and Internal Services Director

8/24/11

Date

Received in City 08-23-11 P12:37 RCVD
Clerk's Office




Chief of Staff

8/24/11

Date

Received in
Mayor's Office

ENTERED
8/23/11
PM



Mayor

8/24/11

Date

Comments:



City Council Meeting Date:
September 6, 2011

City Council Agenda Memo

To: Mayor and Members of the City Council
Thru: Mayor Jordan
From: Don Marr, Chief of Staff 
Sharon Waters, Parking and Telecom Manager
Date: 8/23/2011
Subject: Resolution Approving Parking Lease Agreement with Southwind Hospitality LLC

Recommendation:

City staff recommends the approval of a Parking Lease Agreement with Southwind Hospitality LLC for a term of one (1) year – 89 parking spaces in the first level of the Municipal Parking Garage located at 25 E Meadow Street, with two automatic annual renewals each for a period of seven (7) additional years for 178 parking spaces on the first and third level of the Municipal Parking Garage located at 25 E Meadow Street.

Background:

The City was approached by Southwind Hospitality LLC with interest to enter into a long term lease with the City of Fayetteville. Southwind Hospitality LLC must secure a parking agreement in order to finalize banking requirements and secure funding for the purchase and renovation of the old Cosmopolitan Hotel. Ozark Asset Management Group, Inc. received a newly revised lease for only the first floor of the municipal deck at the time they took over operation of the facility through receivership. The Council approved that lease in August of 2010. The new owners are scheduled to close on the purchase and financing transaction on or around September 13, 2011. The lease must be finalized by closing

Discussion: In the new Lease Agreement, 89 spaces on the first level of the municipal deck will be rented beginning October 1st, 2011 for \$50.00 per space. The deck will remain open to all individuals who wish to utilize the parking. After one year, Southwind Hospitality LLC has the right to renew the lease for an additional seven (7) years at \$50.00 per space for 178 spaces located on the first and third floors of the Municipal Deck. The spaces are to be used primarily by their hotel guest who have access into the garage with access cards provided by the hotel. The general public may also use this parking area by paying \$4.00 upon entry pending availability. The city staff retains service and control of all parking equipment and revenue control machines. The hotel will lease the parking garage and retain all parking revenues collected from the machines. This is the same agreement that the City currently has with the Fayetteville Town Center, and the current tenants Ozark Asset Management Group Inc.

Budget Impact:

The first year of the lease, is a lease for 89 spaces on the first level of the Municipal Deck rented for \$50.00 per space per month. This will generate \$53,400 in parking revenues per year. If the City Council approves the lease and Southwind Hospitality LLC renews the lease for an additional seven (7) years, the City will generate \$106,800 annually, based on leasing the first and third floors of the municipal deck at \$50.00 per space for 178 spaces.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A ONE YEAR LEASE WITH SOUTHWIND HOSPITALITY, LLC FOR THE BOTTOM LEVEL OF THE MEADOW STREET PARKING DECK FOR \$4,450.00 PER MONTH; AND TWO SEVEN YEAR AUTOMATIC RENEWALS FOR THE FIRST AND THIRD LEVELS FOR \$8,900.00 PER MONTH

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Lease of Meadow Street Parking Deck, Levels 1 and 3, to Southwind Hospitality, LLC in the monthly amount of \$4,450.00 for level one only in the first year and in the monthly amount of \$8,900.00 for levels 1 and 3 for the first and second seven year renewals.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute this Lease.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

LEASE OF MEADOW STREET PARKING DECK Levels 1 and 3

This Agreement, made and entered into this _____ day of _____, 2011, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain St., Fayetteville, Arkansas, and Southwind Hospitality, LLC 5998 Place Blvd. Hattiesburg, MS 39402.

WITNESSETH:

The City of Fayetteville, for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter set forth to be kept and performed by Southwind Hospitality agrees to lease the premises as later described to Southwind Hospitality, LLC, and Southwind Hospitality, LLC agrees to pay rents set forth below and to lease from the City of Fayetteville, portions of the Meadow Street Parking Deck on that parcel of land situated in the County of Washington and State of Arkansas, and more particularly described as:

Eighty-nine (89) parking spaces located in the first level and eighty-nine (89) parking spaces located on the third level of the Meadow Street Parking Deck located upon real property more particularly described as:

A part of Block numbered Fifteen (15) in the original plat of the City of Fayetteville, Arkansas, described as follows: Beginning at a point 127 feet west of the northeast corner of said Block Fifteen; and running thence west 177 feet; thence south 206 feet; thence east 177 feet; thence north 206 feet to the place of beginning.

Said parcel of land and parking spaces may be hereinafter referred to as the "Leased Premises".

1. Term of Lease. The initial term of this Lease shall commence on October 1, 2011 after the execution of the lease by both parties and shall be for a period of one (1) year and cover only the first level with 89 parking spaces at \$50.00 per month each or \$4,450.00 per month. There shall be two automatic annual renewals, each for a period of seven (7) additional years. For each of the seven (7) year extensions Southwind Hospitality will lease 178 parking spaces at \$50.00 per month on the first and third levels of the Meadow Street Parking Deck for a total monthly rental of \$8,900.00.

2. Right of First Refusal. If at any time during the term of this Lease the City of Fayetteville receives an acceptable bona fide offer to purchase the Leased Premises, or any part thereof, the City of Fayetteville shall submit a written copy of such offer to

Southwind Hospitality giving Southwind Hospitality thirty (30) days within which to elect to meet such offer.

3. **Parking Spaces.** This Lease shall be for the entire first level of the Leased Premises consisting of eighty-nine (89) parking spaces of the Fayetteville Municipal Parking Deck located at 25 E. Meadow Street for the term of the first 1 year lease. This lease shall cover the first and third levels (178 parking spaces) for years 2-15.

4. **Rent.** Southwind Hospitality shall pay to the City of Fayetteville as rent for the Leased Premises the following:

- a. The sum of fifty dollars (\$50.00) per month per parking space (89) rented on the first level of the Leased Premises which monthly total shall be Four Thousand Four Hundred Fifty Dollars (\$4,450.00).
- b. The sum of fifty dollars (\$50.00) per month per parking space rented (89) on the third level of the Leased Premises which monthly total shall be Four Thousand Four Hundred Fifty Dollars (\$4,450.00).
- c. The monthly rental shall be payable in consecutive monthly installments payable in advance on or before the first day of every calendar month.

5. **Deposit.** Southwind Hospitality shall pay to the City of Fayetteville a deposit in advance equal to one (1) months rent. Deposit must be paid to the City of Fayetteville within ten (10) business days upon execution of this Agreement. Upon termination of this Agreement, the deposit shall be applied to any outstanding balance due and the remainder returned to Southwind Hospitality within forty-five (45) days after termination of Agreement.

6. **Use.** Southwind Hospitality and their subtenant or occupants shall have the right to use the Leased Premises for parking only; any other use of the Leased Premises must be pre-approved by the City of Fayetteville and shall meet all present and future building codes, zoning and other laws.

7. **Repairs.** The City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the Leased Premises in as good order and repair as it is at the date of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty not within the control of City of Fayetteville excepted. Southwind Hospitality shall not knowingly commit or willfully permit to be committed on the Leased Premises any waste, damaging act or thing contrary to the rules and regulations prescribed from time to time by either federal, state or municipal authority.

8. **Casualty.** If at any time the Leased Premises or the building which forms the principal component of the Leased Premises should be damaged by fire or any major

casualty which is not the fault of Southwind Hospitality and the cost of repairing the damage does not exceed 35% of the value of the Meadow Street Parking Deck, then the City of Fayetteville shall as soon as reasonably practical repair the damage caused by said fire or other casualty. If, however, the damage should exceed 35% of the value of the Meadow Street Parking Deck, the City of Fayetteville shall have the option of either repairing said premises or terminating this Lease as of the date of said fire or other casualty by giving notice to Southwind Hospitality within thirty (30) days after said date. If the damages should render the Leased Premises untenable for the use of Southwind Hospitality's business as set forth herein, the rental from the date of said fire, or any major casualty not the fault of the Southwind Hospitality, to the date of the completion of the restoration of the premises shall be abated, such abatement being figured on a pro rata basis of the rentals.

In the event the damage should exceed 35% of the value of the Meadow Street Parking Deck and the City of Fayetteville makes the decision not to repair the Leased Premises such a decision must be submitted in writing to Southwind Hospitality. Upon receipt of the notice from City of Fayetteville, Southwind Hospitality has thirty (30) days to elect either, or both, of the following options:

- a. To purchase the entire Leased Premises from City of Fayetteville at its then fair market value and/or,
- b. To repair the Leased Premises as Southwind Hospitality's sole and exclusive expense with all terms of the Lease Agreement, except for abatement of rent provided for herein, continuing in effect.

9. Lighting and Painting. City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep, in the same manner as it is as of the date of the commencement of this Lease, the Leased Premises lighted, and all parking spaces properly striped and the premises painted.

10. Parking Equipment. City of Fayetteville shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, provide revenue control and access equipment for the Leased Premises. This equipment shall include parking gates, parking card readers, and automatic revenue control machines located at the entrance of the parking deck.

11. Parking Management Services. The City of Fayetteville shall provide services to manage the municipal parking deck located directly east of the Cosmopolitan Hotel. This service shall include the following:

- a. Provide parking revenues and access control equipment for Leased Premises.

- b. Program parking cards and distributing them to Southwind Hospitality; activate and deactivate parking cards as requested by Southwind Hospitality.
- c. Provide routine maintenance on gates, card readers, revenue control machines, etc. Expenses incurred for maintenance on equipment shall be borne by the City of Fayetteville, unless damages for required repairs were directly caused by Southwind Hospitality and/or its employees.
- d. Provide a minimum of four (4) hours of cleaning services per week; cleaning services include sweeping; blowing; vacuuming; spot washing of soft drinks, mud, or other spills; and the emptying of trash containers into the dumpster.
- e. Retrieve revenues from revenue control machines at least once per month.
- f. Frequently service the revenue control machines to ensure change hoppers have sufficient coins to make change to customers. City staff will take sufficient amount of money from the revenues collected in order to purchase enough quarters and dollar coins to keep revenue machines fully operational. One hundred percent (100%) of the revenues collected, less monies used to replenish quarter and dollar coin hoppers, will be deposited into the City's account; a check will be issued to Southwind Hospitality for one hundred percent (100%) of the total revenues, less monies used to replenish quarter and dollar coin hoppers and/or cost to replenish parking cards. This revenue shall be reimbursed to Southwind Hospitality within thirty (30) days of receipt of monies collected.
- g. Provide accounting of all revenues received through the revenue control machines on a monthly basis; provide audit statements of revenues collected to Southwind Hospitality on a monthly basis.
- h. All expenses incurred for the purchase of equipment and supplies for the operations of the deck shall be borne by the City of Fayetteville. All purchases shall be initiated by the City of Fayetteville.
- i. The City agrees to allocate parking cards only to Southwind Hospitality's and employees of the Parking Management Division for purposes of executing parking services.
- j. Southwind Hospitality may reallocate parking cards to a second party as they deem necessary; however, Southwind Hospitality may not resell parking spaces for a greater amount than that paid by Southwind Hospitality to the City of Fayetteville as set forth in this contract except that Southwind Hospitality is free to charge its hotel guests whatever parking fee it determines is appropriate.

12. Tenant Responsibilities. Southwind Hospitality shall provide the following:

- a. Reimburse the City of Fayetteville for cost of all parking cards provided for access into the Leased Premises. The City of Fayetteville shall bill Southwind Hospitality for all parking cards issued to Southwind Hospitality at the actual cost of the cards plus applicable sales tax. The City of Fayetteville shall have the option to bill Southwind Hospitality for this cost, or may deduct the cost directly from the money collected from the revenue control machines. If invoiced, Southwind Hospitality shall submit payment within thirty (30) days of invoice date to the City of Fayetteville.
- b. Provide advance notification to the City of Fayetteville and post signage at the Leased Premises at least forty-eight (48) hours in advance prior to any parking area closure on Leased Premises.
- c. Provide advance notification at least forty-eight (48) hours in advance to the City of Fayetteville when gates need to be programmed to open/close for special events or any other reason.
- d. Provide advance notification at least forty-eight (48) hours in advance to the City of Fayetteville when additional parking cards need to be issued and/or programmed.

13. Insurance. Southwind Hospitality shall be solely responsible for insuring its interests in the Leased Premises and improvements for its protection.

14. Taxes. The City of Fayetteville shall pay all real estate taxes and special assessments, if any, during the term of the Lease.

15. Utilities/Janitorial. The City of Fayetteville shall pay for all utility service and janitorial service in the Leased Premises.

16. Nuisance. Southwind Hospitality covenants and agrees not to use or allow the Leased Premises to be used for any purpose or in any manner which would constitute or create a nuisance, which would constitute waste, which would interfere with the lawful rights of owners or occupants of adjoining property or which would in any way be contrary to the law, ordinances, orders, rules, regulations or requirements of the federal, state, county or municipal governments or any department, board or bureau thereof. Southwind Hospitality further agrees to promptly comply with the requirements of any of the aforesaid authorities with reference to the installation, erection, construction, use, repair or modifications or any improvements situated upon the Leased Premises during the term of this Lease.

17. Holding Over. Any occupancy by Southwind Hospitality of the Leased Premises beyond the expiration of this Lease as herein provided shall be a tenancy from month to month.

18. Notices. All notices, demands and requests provided for or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served by depositing the same in the United States Mail, addressed to the City of Fayetteville or to Southwind Hospitality, as the case may be, prepaid and certified mail, return receipt requested, at the party's last known address. All notices, demands and requests shall be effective seventy-two (72) hours after being deposited in the United States Mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Either party shall have the right from time to time and at any time upon at least ten (10) days written notice thereof, to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

19. Legal Representatives, Successors and Assigns. It is further covenanted and agreed by and between the City of Fayetteville and Southwind Hospitality, that all covenants, agreements, provisions, conditions and undertakings in this Lease contained shall extend to and be binding upon the heirs, executors, successors and assigns of the respective expressed, and shall be construed as covenants and conditions running with the land and the reversion; and that wherever in this Lease reference is made to either the City of Fayetteville or South wind Hospitality , it shall be held to include and apply to (wherever and whenever applicable) the heirs, executors, successors, personal or legal representatives and assigns of the City of Fayetteville or Southwind Hospitality, the same as if in each and every case so expressed.

20. Condemnation. If during the term of this Lease, or any renewal thereof, all or substantially all of the Leased Premises shall be taken or condemned by a competent authority for any purpose or use, then the Lease shall terminate immediately after the vesting of title in such authority and rent shall be paid to and adjusted as of that day. The term "all or substantially all" shall be deemed to mean a taking of all of the Leased Premises or a taking of such portion of the Leased Premises that Southwind Hospitality cannot reasonably operate in the remainder in substantially the same manner as before.

21. Right Upon Default. The City of Fayetteville may declare Southwind Hospitality in default and terminate this lease if Southwind Hospitality shall do any of the following:

- a. Default in the payment of any installment of monthly rent and continue in default for thirty (30) days after the City of Fayetteville gives Southwind Hospitality written notice specifying the default; or
- b. Fail to timely pay monthly rental payments for two (2) or more months during any consecutive twelve (12) month period during the term of this lease may, at the discretion of the City of Fayetteville, constitute default; or

- c. Default in any other covenant of Southwind Hospitality in this Lease and fail to commence (subject to unavoidable delay) to take reasonable steps to remedy such default within twenty (20) days after the City of Fayetteville gives Southwind Hospitality written notice specifying the default.
- d. Upon the occurrence of any default that has not been fully and timely remedied, the City of Fayetteville may terminate this Lease upon ten (10) days written notice of its intent to so terminate, provided the termination shall not be allowed if either of the following provisions are complied with during the notice period or at any prior time:
 - i. Southwind Hospitality proceeds to cure the default or takes reasonable remedies to cure the default; or
 - ii. Southwind Hospitality contests the amount claimed to be due or any other item for which an amount could be estimated (definite or estimated), and Southwind Hospitality deposits the contested amount in an escrow account with instructions to the escrow agent to disburse the amount in accordance with the written, agreement of Southwind Hospitality and the City of Fayetteville or in accordance with the order of a court exercising jurisdiction over the controversy.

22. Termination. Neither party may terminate this agreement without consent of the other party unless the other party has committed a default. If the City of Fayetteville sells this parking garage to a third party, this lease and all extensions of this lease must be assigned with the sale.

23. Assignability. Southwind Hospitality shall not, without the written consent of City of Fayetteville, assign this Lease, or any rights there under, or sublet any part of the Leased Premises, provided however, Southwind Hospitality is authorized to assign this Lease as part of any sale of the hotel that is located adjacent to the Leased Premises provided that, at the time of the closing of the sale, the purchaser agrees to continue to operate the purchased improvements as a hotel. Upon any approved assignment of this lease by Southwind Hospitality in which its assignee agrees to be bound by all terms of this Lease, Southwind Hospitality shall be released and discharged from any further obligations or liabilities it has hereunder and any assignee of Southwind Hospitality shall have all rights belonging to Southwind Hospitality under this Lease.

24. Entire Agreement. All previous negotiations and understandings between the City of Fayetteville and Southwind Hospitality, or their respective agents and employees, with respect to the Lease Agreement set forth herein are merged in this Lease Agreement which alone fully and completely expresses the parties' rights, duties and obligations.

25. **Amendments.** No waivers, alterations or modifications of this Lease shall be valid unless written upon or attached to the fully executed copies of this Lease and further executed by both the City of Fayetteville and Southwind Hospitality herein.

26. **Binding.** This Lease shall be binding upon the parties and upon their heirs, successors and assigns. This Lease shall be construed under the laws of the State of Arkansas.

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

SOUTHWIND HOSPITALITY, LLC,
an Arkansas limited liability company

CITY OF
FAYETTEVILLE, ARKANSAS

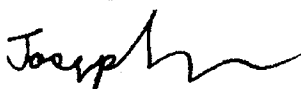
By: 

IKE THRASH

By: _____
LIONELD JORDAN, Mayor

Managing Member

Title

Witness: 

Attest:

By: Joseph Thrash, VP

(Printed Name and Title)

By: _____
SONDRA E. SMITH, City Clerk

City of Fayetteville Staff Review Form

C. 7
Fayetteville Chamber of Commerce
Page 1 of 18

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

9/6/2011

City Council Meeting Date
Agenda Items Only

Don Marr

Submitted By

Administration

Division

Administration

Department

Action Required:

Resolution to approve a two year contract for Economic Development Services with the Fayetteville Chamber of Commerce; and a budget adjustment for \$299,000 (\$149,500 per year for a 2 year period)

\$ 299,000.00

Cost of this request

\$ -

Category / Project Budget

Economic Development Services

Program Category / Project Name

1010.6600.5315.00

Account Number

Funds Used to Date

Program / Project Category Name

09027
0901 2009-2010

Project Number

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

X

Department Director

8/22/11
Date

Previous Ordinance or Resolution #

City Attorney

8/23/11
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

8/24/11
Date

Received in City
Clerk's Office 08-23-11A

Chief of Staff

8/24/11
Date

Received in
Mayor's Office

Mayor

8/24/11
Date

ENTERED
8/23/11
PT

Comments:



City Council Meeting Date:
September 06, 2011

City Council Agenda Memo

To: Mayor and Members of the City Council
From: Don Marr, Chief of Staff
Thru: Mayor Jordan
Date: 08/19/2011
Subject: (EIF) Economic Development Consulting Services

Recommendation:

The City Staff and Administration recommend on behalf of the Mayor's office that the City of Fayetteville, AR contract renewal with the Fayetteville Chamber of Commerce for Economic Development Services.

Background:

During the Fayetteville Forward Economic Development Summit it was recommended by the Economic Breakout group for the City to evaluate and if feasible move towards contracting an entity to provide ongoing economic development services on behalf of the City of Fayetteville. The City Council voted on the 30+ action items that were identified as "City Initiated" items and the City Staff has been working to move forward with those items where the majority of the Council voted to proceed.

The city solicited request for proposals (RFP 09-14) seeking Economic Development Consulting Services, and contracted with the Fayetteville Chamber of Commerce the past two years, for economic development services. The Chamber's performance over the past two years has been excellent 135 business and over 700 new jobs, and retention and expansion of our existing businesses in the City.

The original contract by the City Council allowed one additional two year renewal of the contract . The Chamber has met the quarterly contract service deliverables, for the two year period. The new performance metrics are outlined and attached.

Budget Impact:

We are submitting a budget request seeking \$149,500 funds for a two (2) year contract from the Wilson Springs Economic Development Fund to pay for these services. That would leave a balance in the Wilson Springs Fund of \$465,490 after the payment of these two years of services.

RESOLUTION NO. _____

A RESOLUTION APPROVING A TWO (2) YEAR ECONOMIC DEVELOPMENT SERVICES CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE IN THE TOTAL AMOUNT OF \$299,000.00, 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 approves a two (2) year economic development services contract with the Fayetteville Chamber of Commerce in the total amount of \$299,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached.

PASSED and APPROVED this 6th day of September, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

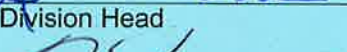
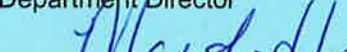
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

C. 7 V11.0222
Fayetteville Chamber of Commerce
Page 4 of 18
Adjustment Number

Budget Year 2011	Division: Sustainability & Strategic Planning Department: Chief of Staff	Request Date 9/6/2011	Adjustment Number
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[illegible]

\$299,000 is requested in the Economic Development Services account. These funds will be used for a 2-year contract renewal with the Fayetteville Chamber of Commerce. The funds are being taken from the Use of Designated Fund Balance and are from the proceeds of the sale of Wilson Springs.

	8-24-11	Prepared By:						
Division Head	Date		<i>ehutchens</i>					
	8-24-2011	Reference:	09027_0901					
Budget Director	Date	Budget & Research Use Only						
	8/24/11	Type:	A	B	C	<u>D</u>	E	P
Department Director	Date	General Ledger Date						
	8/24/11	Posted to General Ledger						
Finance Director	Date				Initial		Date	
	8/24/11				Initial		Date	
Chief of Staff	Date				Initial		Date	
	8/24/11				Initial		Date	
Mayor	Date				Initial		Date	

TOTAL BUDGET ADJUSTMENT		299,000	299,000	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Contract services	1010.6600.5315.00	299,000		09027 . 0901
Use of Designated Fnd Bal	1010.0001.4999.98		299,000	09027 . 0901
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RECEIVED

AUG 19 2011

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

To: Don Marr, Chief of Staff
City of Fayetteville

From: Steve Clark, CEO & President

Date: August 19, 2011

Subject: Economic Development Contract Renewal



Don:

Thank you for contracting with the Fayetteville Chamber to represent the City of Fayetteville in carrying out its economic development efforts since October 1, 2009. It has been a productive and positive relationship between our two organizations.

Our current Contract for Economic Development Consulting Services will be completed by September 30, 2011. The Chamber hereby expresses interest that the contract be renewed for one additional term of two (2) years effective October 1, 2011.

During these two years, the Chamber Economic Development Team has consistently and successfully delivered expectations stated in the Scope of Work. For the next two years, the team recommends that some current items be removed since they are completed and new action items added to the new Scope of Work. Attached is the new proposed Scope of Work for the next two (2) years.

For the new contract period of October 1, 2011-September 30, 2013, the Chamber respectfully requests a fee of \$149,500 to implement the Scope of Work. The fees will go towards programs, marketing and promotion activities, website maintenance, attending conferences and training, salaries, benefits, and travel.

We are available next week to meet and discuss the contract. We look forward to another successful 2 year contract with the city.

City of Fayetteville, Arkansas & Fayetteville Chamber of Commerce
Contract - Economic Development Consulting Services
Appendix B - Deadline Schedule Detail for Deliverables and Performance Measures

SECTION 1: Deadline Identification Schedule				
Quarter	Dates per Quarter	Deadline for Quarter	Update Deadline to Admin	Update Deadline to City Council
Qtr 1	October 2011 - December 2011	Friday, December 30, 2011	Wednesday prior to January Agenda Session	City Council meeting in January, 2012
Qtr 2	January 2012 - March 2012	Friday, March 30, 2012	Wednesday prior to April Agenda Session	City Council meeting in April, 2012
Qtr 3	April 2012 - June 2012	Friday, June 29, 2012	Wednesday prior to July Agenda Session	City Council meeting in July, 2012
Qtr 4	July 2012- September 2012	Friday, September 28, 2012	Wednesday prior to October Agenda Session	City Council meeting in October, 2012
Qtr 5	October 2012 - December 2012	Monday, December 31, 2012	Wednesday prior to January Agenda Session	City Council meeting in January, 2013
Qtr 6	January 2013 - March 2013	Friday, March 29, 2013	Wednesday prior to April Agenda Session	City Council meeting in April, 2013
Qtr 7	April 2013 - June 2013	Friday, June 28, 2013	Wednesday prior to July Agenda Session	City Council meeting in July, 2013
Qtr 8	July 2013 - September 2013	Monday, September 30, 2013	Wednesday prior to October Agenda Session	City Council meeting in October, 2013
SECTION II: Details of Deliverables and Performance Measures				
Category	Category Description	Performance Measure	Deadline (Quarter)	Notes
1	Prospective Company Recruitment Change to: Business Attraction	A Strengthened Relationship with the AEDC and Regional Economic Development Organizations	Quarter 1: Reporting 2 through 8 1-8: Quarterly	Regular meetings with AEDC staff & commissioners, Green Valley Corporation staff, ARTP staff & other relevant organizations
		B Develop site selector visits to the City	Quarter 5 through 8 1-8: Quarterly	2 visits 3 visits a year; 6 visits in 2 years
		C Active website, updated content, and easy-to-find content	1st Qtr + monthly thereafter 1-8: Quarterly	Provide number of monthly unique visitors on website Remove
		D Number of monthly unique visitors on the website	1-8: Quarterly	
		E Evaluate and recommend trade shows to attend and meet with perspective companies; Will include elected officials		2 visits a year; Trade visits will be in either medical/healthcare, clean/nanotechnology, creative, and non-profits sectors

	2	Support Services for Existing Businesses Change to: Business Retention and Expansion	F	Identify and send promotional packets to site selection consultants	1-8: Quarterly	20 packets a year/40 packets 2 yrs
			G	Listing of contacts or potential businesses obtained through serving as the lead contact	1-8: Quarterly	
			H	Use of social media resources to promote Fayetteville's presence in the internet.	1-8: Quarterly	Facebook, etc.
			I	Number of home grown businesses locating in Fayetteville	1-8: Quarterly	
			J	New businesses in Fayetteville	1-8: Quarterly	
			K	Employee headcount attributed to new businesses	Quarters 2 through 8 (after implementation of Item 3G) 1-8: Quarterly	After implementation Remove
	2	Support Services for Existing Businesses Change to: Business Retention and Expansion	A	Development of business community data, retention rate for existing businesses, existing employee headcount	2nd Quarter; and quarterly thereafter (2-8) 1-8: Quarterly	Include other data requested and coordinated with the City
			B	Provide support services to existing businesses to assist them to retain jobs and/or to expand	1-8: Quarterly	
				Change to: Provide technical assistance to existing businesses to assist them to retain jobs and/or to expand		
			C	Support "Find It in Fayetteville" campaign	Quarter 5-8 1-8: Quarterly	

		D	Bring or organize appropriate seminars and training to Fayetteville or NWA Training Opportunities offered within the Region that would benefit Fayetteville Specific companies	1-8: Quarterly	
		E	Develop business opportunities	1-8: Quarterly	Through GreenWAY Initiative Program, promotion of international trade, and development of trade directories
		F	Implementation of business registry	Quarter 2-8	Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Fayetteville.
			Remove		Replace
	3	Development of Local Entrepreneurs	A	Provide technical assistance to perspective entrepreneurs	1-8: Quarterly
			B	Develop or recommend training and education opportunities to start up businesses	1-8: Quarterly
			C	Provide resources to entrepreneurs as requested.	1-8: Quarterly
4	Infrastructure	A	Positive relationship with AEDC & appropriate communicated vision for Fayetteville	Quarter 1: Reporting 2 through 8	
				1-8: Quarterly	
			* AEDC understanding of firm's primary contact responsibility Remove	Quarter 1: Reporting 2 through 8	

	B	Marketing Materials Directed Toward Target Industries	Quarter 3 with updates on distribution contacts 4 through 8 1-8: Quarterly	Creation and distribution of Industry packets, promotional materials such as videos, DVDs, etc.
	C	Creation of City approved "incentive booklet" containing highlights on why companies should locate in Fayetteville	Quarter 6	Maintain updated information, highlights, available site locations, and any possible incentives, containing highlights on why companies should locate in Fayetteville
		Remove		Replace
	D	Real Estate Development	1-8: Quarterly	Prepare sites and buildings ready for development

	E	Market Statistics and Demographics		Utilize & provide updated market, trend, & demographic analyses through current studies
	F	Regional Partnerships	Quarter 1: Reporting 2 through 8	Assistance in the coordination and development of a regional economic development council
			1-8: Quarterly	Documented efforts and participation in regional partnership
	G	Quality of Life	1-8: Quarterly	Support City's development of Quality of Life Programs
	H	Workforce Development	1-8: Quarterly	Work with existing employers to develop workforce; attract quality employees to the city
	I	Economic Development Training	1-8: Quarterly	Team to attend at least 2 economic development related conferences and training classes a year
5	Reports and Presentations	A Provide written report and prepare a brief presentation to the Mayor and City Council	1-8: Quarterly	
The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein. Performance measures include:				

* Written report and presentation on a quarterly basis to Mayor and City Council

*Timely updates to Mayor and City Council on potential and ongoing projects as necessary

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Fayetteville Chamber of Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort.

**CONTRACT FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE FAYETTEVILLE CHAMBER OF COMMERCE**

WHEREAS, the City of Fayetteville, Arkansas wishes to contract for Economic Development Consulting Services, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce wishes to provide Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce was selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process (via RFP 09-14, Economic Development Consulting Services), and;

WHEREAS, the City Council of Fayetteville, Arkansas has approved a contract for Economic Development Consulting Services with the Fayetteville, Arkansas Chamber of Commerce,

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. Agreement is made this ____ day of _____, 2011 by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and the Fayetteville, Arkansas Chamber of Commerce located at 123 West Mountain Street, Fayetteville, Arkansas 72701. **Term:** This Agreement shall be for a term of two (2) years. This contract may be canceled by either party within thirty days written notice.
2. **Renewals:** This agreement may be renewed for one additional term of two (2) years with mutual agreement of the parties.
3. **Appendix & Attachments:** The Contract documents which comprise the contract between the City of Fayetteville and the Fayetteville Chamber of Commerce consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a.) Appendix A - Fayetteville Chamber of Commerce response to RFP 09-14, Economic Development Consulting Services
 - b.) Appendix B –Schedule Detail for Deliverables and Performance Measures

* The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to this schedule. Any modifications shall be agreed upon by both the City and Fayetteville Chamber of Commerce; however, any changes affecting price shall have prior approval by the Fayetteville City Council. In the event Appendix B is revised and price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled quarterly update.

4. **Services to be Provided:** During the terms of this Agreement, the Fayetteville Chamber of Commerce Shall:

- Serve as the first point of contact for economic development services;
- Ensure that the City of Fayetteville is competitive locally, nationally and internationally in attracting prospective companies;
- Produce materials that market Fayetteville including a website that caters to existing and prospective businesses and information packets for targeted industries;
- Conduct trend and market analyses;
- Build mutually beneficial relationships with the Arkansas Economic Development Commission and regional entities engaged in economic development; and
- Provide a diversity of opportunity in business types, job wages, & skill sets
- Provide all deliverables and performance measures outlined in RFP 09-14

5. **Fees and Expenses:** The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced for each quarter in the amount of \$37,375 per quarter. Total fees for consultation services shall not exceed \$149,500 annually, from date of contract. The Fayetteville Chamber of Commerce shall track, log and report hours and expenses directly related to this Agreement along with invoice for payment for each quarter. Invoices shall be itemized.

6. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier.

7. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.

8. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

9. **Amendments and Waivers:** 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. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

10. **Performance Measures:** The Fayetteville Chamber of Commerce shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the contract.

One: Economic Development Infrastructure

The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Fayetteville. Arkansas Economic Development Commission has suggested that Fayetteville work to have more spade ready building sites available for responses to new facility inquiries. The Economic Development team will work to identify future development sites, and work to complete necessary task so that sites are more “ready” for immediate business opportunity availability.

Performance measures:

- *Positive relationship with AEDC & Appropriate communicated vision for Fayetteville.*
- *Marketing Materials Directed Toward Target Industries*
- *Creation and distribution of Industry packets, promotional materials such as videos, DVD's, etc.*
- *Real Estate Development – prepare sites & buildings ready for development.*
- *Establish market Statistics & Demographics*
- *Develop Regional partnerships by working with the regional economic development council.*
- *Support City's development of Quality of Life Programs*
- *Work with existing employers to develop workforce; attract quality employees to the City*
- *Conduct Economic Development training to ensure that the economic development team is knowledgeable and professional by attending at least 2 economic development related conferences & training classes a year. Maintain updated information, highlights, available site locations, and any possible incentives, containing highlights on why companies should locate in Fayetteville*

Two: Business Retention and Expansion

The City wants to ensure existing businesses thrive and remain or expand in Fayetteville. The Fayetteville Chamber of Commerce shall solicit continual feedback from the more than 2600 existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Fayetteville. The Chamber of Commerce shall develop concepts which promote existing business. For example, businesses located on the Fayetteville Square and in the Downtown are sponsoring a First Thursday event with extended store hours and additional attractions.

Performance measure:

- *Development of business community data*
 - *Retention rate for existing businesses*
 - *Existing employee headcount*
 - *Other data as requested by and coordinated with the City*
- *Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.*
- *Support “Find it in Fayetteville” Campaign*

Performance measures of Business Retention and Expansion (continued)

- *Bring or organize appropriate seminars and training to Fayetteville, AR, or within NWA Training Opportunities offered within the Region that would benefit Fayetteville Specific Companies.*
- *Develop business opportunities*
 - *Through GreenWAY initiatives, Programs, promotion of international trade, and development of trade directories.*
- *Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Fayetteville.*
- *Develop or recommend training & education opportunities to start up businesses.*
- *Provide resources to entrepreneurs as requested.*

Three: Business Attraction

The Fayetteville Chamber of Commerce shall take steps necessary to ensure that Fayetteville competes at local, state, national and international levels for prospective businesses. ARTP incubates companies that are developing new technologies and products. As these companies scale up and consider permanent locations, the Chamber of Commerce shall coordinate programs, procedures, policies and promotional materials that make the City an attractive and competitive option. In addition, the Chamber of Commerce shall actively promote the City of Fayetteville at the state, national and international levels, particularly to companies in the clean tech, healthcare, hospitality and tourism and nonprofit sectors. The Economic Development website will have, as a minimum, a graphically engaging design, relevant demographic information, a comprehensive list of awards and distinctions received by the City, identification of publicly-owned, shovel-ready sites, incentive packages and materials for targeted industries, and opportunities and support services for existing businesses.

Performance measure:

- *Develop Site Selector Visits to the City of Fayetteville, AR (3 visits per year)*
- *Evaluate, and recommend trade shows to attend and meet perspective companies. Attendance will utilize Senior Administration Staff and Elected Officials. Identify up to two trade shows or similar events to attend and coordinate attendance.*
- *Number of home grown businesses locating in Fayetteville*
- *New businesses in Fayetteville*
- *Employee headcount attributed to new businesses*
- *Assistance in the coordination and development of a regional economic development council*
- *Listing of contacts or potential businesses obtained through serving as the lead contact*
- *Implementation of business registry*
- *Active website, updated content, and easy-to-find content as provided by other cities*
- *Number of monthly unique visitor hits on the website*
- *Maintain & review community profile with AEDC*

Four: Strengthened Relationship with the Arkansas Economic Development Commission (AEDC) and Regional Economic Development Organizations

These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Fayetteville can do to provide an attractive business package. The Fayetteville Chamber of Commerce shall serve as the primary point of contact for the City of Fayetteville for economic development related purposes.

Performance measure:

- *Regular meetings with AEDC staff and commissioners, Green Valley Corporation staff, ARTP staff and other relevant organizations*
- *Documented efforts and participation in regional partnership*
- *Positive relationship with AEDC and appropriate communicated vision for Fayetteville*
- *AEDC understanding of firm's primary contact responsibility*

Five: Market Statistics and Demographics

The City of Fayetteville is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Fayetteville AR.

Performance measure:

- *Utilize and provide updated market, trend, and demographic analysis through current studies.*

Six: Reports and Presentations to the Mayor and City Council

The Fayetteville Chamber of Commerce shall provide a written report and prepare a brief presentation for the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- *Written report and presentation on a quarterly basis to Mayor and City Council*
- *Timely updates to Mayor and City Council on potential and ongoing projects as necessary*

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of the Fayetteville Chamber of Commerce. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects the Fayetteville Chamber of Commerce to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development effort..

11. Contract Administration

The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. The Fayetteville Chamber of Commerce President and CEO or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, the Fayetteville Chamber of Commerce President and CEO will insure that the Mayor is kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.

12. Freedom of Information Act

City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the Fayetteville Chamber of Commerce 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fayetteville Chamber of Commerce

By: _____
J. Steven Clark, President and CEO

Date: _____

Witness: _____

Date: _____

The City of Fayetteville, Arkansas

By: _____
Lioneld Jordan, Mayor

Date: _____

Attest:

Sondra E. Smith, City Clerk/Treasurer

Date: _____

Pre-Agenda Meeting

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Boudreaux
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Sarah E. Lewis

Tentative Agenda City of Fayetteville Arkansas City Council Meeting September 6, 2011

A meeting of the Fayetteville City Council will be held on September 6, 2011 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:

1. **Future Space Assessment Presentation given by Don Marr, Chief of Staff.**
2. **Discussion regarding citizen presentations at City Council meetings.**

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **2nd Quarter Financial Report 2011**
2. **Off Street Parking Improvement District No. 1 Appointment**

Agenda Additions:

A. Consent:

1. **Approval of the August 16, 2011 City Council meeting minutes.**

2. **Amend Resolution No. 04-11:** A resolution amending Resolution No. 04-11 awarding Bid #11-03 and authorizing the purchase of curb and gutter construction from Ground Zero Construction as a primary supplier, Tomlinson Asphalt Co. Inc. as a secondary supplier, and authorizing subsequent use of other bidders based on price and availability, in variable amounts as needed in calendar year 2011 by the Transportation Division.
3. **Amend Resolution No. 70-11:** A resolution amending Resolution No. 70-11 awarding Bid #11-22 and authorizing a contract with Multi-Craft Contractors, Inc. in the amount of \$71,794.55, plus a ten percent (10%) contingency, for HVAC and repair services related to Energy Efficiency and Conservation Block Grant Funded Community Revolving Loan Fund projects.
4. **Bid #11-45 Scurlock Industries of Fayetteville, Inc.:** A resolution awarding Bid #11-45 and approving a contract with Scurlock Industries of Fayetteville, Inc. in the amount of \$115,290.98 for the purchase of precast box culvert sections for installation on the University of Arkansas Farm Trail, and approving a five percent (5%) project contingency.
5. **Bid #11-48 Southwest Fence Company Inc.:** A resolution awarding Bid #11-48 and approving a contract with Southwest Fence Company Inc. of Little Rock in the amount of \$55,564.07 for the installation of fencing along the University of Arkansas Farm Trail, and approving a fifteen percent (15%) project contingency.
6. **Deane Street Right of Way Donation:** A resolution authorizing donation of right of way along Deane Street containing a total of 0.04 acres and being a part of Parcel No. 765-05204-001 to the Arkansas State Highway Commission as part of their Garland Avenue Improvement Project.
7. **FTN Associates Ltd.:** A resolution approving a professional services contract with FTN Associates Ltd. in the amount of \$201,100.00 for the updating of the City's drainage criteria manual.
8. **Arkansas State Highway Commission:** A resolution authorizing donation of right of way and four (4) temporary construction easements to the Arkansas State Highway Commission to facilitate widening of State Highway 265 (Crossover Road) between Joyce Boulevard and the northern city limits.
9. **CH2M Hill:** A resolution approving an out of scope agreement with CH2M Hill in the amount of \$14,929.45 for operational expenses incurred as a direct result of 2011 spring flooding, and approving a budget adjustment.
10. **Bid #11-50 Goodwin & Goodwin, Inc.:** A resolution awarding Bid #11-50 and approving a contract with Goodwin & Goodwin, Inc. in the amount of \$119,250.00 for the construction of a natural gas service line to the biosolids facility, and approving a five percent (5%) project contingency.
11. **Bid #11-53 RJR Enterprises, Inc.:** A resolution awarding Bid #11-53 and approving a contract with RJR Enterprises, Inc. in the amount of \$33,300.00 plus a ten percent (10%) project contingency, for playground resurfacing at Gulley Park.

- New Business #1 (12.) **Revised Ward Boundaries:** A resolution to approve revised ward boundaries to equalize ward populations after the 2010 Federal Census.

13. **Environmental Protection Agency:** A resolution approving a budget adjustment in the amount of \$8,000.00 to recognize revenue from the Environmental Protection Agency to the Police Department for clandestine drug lab cleanup and disposal.

New Business #2 14. **ADM 11-3627: Public Art Donation:** A resolution to accept the donation of a bronze sculpture entitled "Cloud Landscape" by Hank Kaminsky and to thank the Omni Center for Peace, Justice and Ecology for this donation.

15. **Airport Hangar Insurance Proceeds:** A resolution approving a budget adjustment in the amount of \$300,000.00 to pay down a loan from the General Fund from insurance proceeds received from the airport hangar fire in 2009.

16. **First Security Bank:** A resolution approving a five (5) year professional services contract with First Security Bank for the provision of investment management services.

17. **Arkansas State Highway Department:** A resolution approving a budget adjustment in the amount of \$22,329.00 to recognize revenue from the Arkansas State Highway and Transportation Department for replacement of a fence, sign, and trees due to the widening of State Highway 16 near the city shop area.

New Business #6 18. **Southwind Hospitality, LLC:** A resolution to approve a one year lease with Southwind Hospitality, LLC for the bottom level of the Meadow Street Parking Deck for \$4,450.00 per month; and two seven year automatic renewals for the first and third levels for \$8,900.00 per month.

B. Unfinished Business: None

NB #1
Revised C. New Business:

Ward Boundaries

NB #2
ADM 11-3627 1. **VAC 11-3887 (2388 N. College Avenue/Kum and Go):** An ordinance approving VAC 11-3887 submitted by CEI Engineering Associates, Inc. for property located at 2388 North College Avenue to vacate a portion of a utility easement, a total of 1,158 square feet.

2. **Amend § 51.137 Monthly Sewer Rates:** An ordinance amending Section 51.137 Monthly Sewer Rates of the Code of Fayetteville by reducing certain extra strength surcharges to sewer rates, and providing for an effective date.

3. **Fayetteville Chamber of Commerce:** A resolution approving a two (2) year economic development services contract with the Fayetteville Chamber of Commerce in the total amount of \$299,000.00, and approving a budget adjustment.

4. ~~Cosmopolitan Renovation & Parking Lot Lease: Information forth coming.~~

5. ~~Chapter 167 Appendix:~~ waiting on information

The covered Subdivision Phase I

City Council Tour: Monday, September 14, 2011 at 4:30 p.m. The Council will tour the "Teen Library, Decline Conveyor, and Sorting System"

Announcements:

Adjournment:

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Agenda Session 8-30-11

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

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City Council Meeting
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- ✓ **2. Off Street Parking Improvement District No. 1 Appointment**

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113 West Mountain Fayetteville, AR 72701 (479) 575-8323 accessfayetteville.org
Telecommunications Device for the Deaf TDD/TTY (479) 521-1316

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4. **Amend § 51.137 Monthly Sewer Rates:** An ordinance amending Section 51.137 Monthly Sewer Rates of the Code of Fayetteville by reducing certain extra strength surcharges to sewer rates, and providing for an effective date.
- Consent* 5. **The Coves Subdivision Phase 1:** A resolution pursuant to Fayetteville Code §167.04(J)(2) and 167.04(J)(3), approving a tree preservation plan for The Coves Subdivision Phase 1 for tree preservation outside the city limits.
- Consent* 6. **Southwind Hospitality, LLC:** A resolution to approve a one year lease with Southwind Hospitality, LLC for the bottom level of the Meadow Street Parking Deck for \$4,450.00 per month; and two seven year automatic renewals for the first and third levels for \$8,900.00 per month.
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Add:

Consent: 2011 Assistance to Firefighters Grant

NB - Last Amend 174.03 Exemptions of the Sign Chapter

City Council Agenda Memo

To: Mayor and Members of the City Council
From: Don Marr, Chief of Staff
Thru: Mayor Jordan
Date: 08/30/2011
Subject: City Facility and Space Needs Report

Background:

During the Fayetteville City Council Agenda Setting Session of May 17th, 2011, The City Council through consensus directed the Mayor and the staff to review long term future space needs for the City, facility history, future needs, and to bring a report back to the council in August 2011 that outlined future long-term space needs and also to report on offers and feasibility of all property proposals presented to various Administrations over the past years. The following information in this report is an effort to meet that request.

History of Facilities:

Downtown Locations:

The City Attorney provided you a memo dated 5/11/2011 titled City Administration Building History. As he stated in his memo, the Current City Hall was built in 1906 for \$68,000, and the City of Fayetteville purchased the building during the Great Depression for \$18,000 (only 26% of the original cost of the building) and the City used \$15,000 WPA grant dollars to renovate the building around 1937. Additionally, in 1980 an engineering firm determined the building to be "generally in good structural condition." and therefore the City's Board of Directors spent over \$1,166,760 to renovate the Administration building located at 113 W Mountain Street in 1982 giving the City about 31,232 square feet of usable floor space, which was nearly four times the space used prior to the renovation. Prior to that renovation the City only utilized the basement and first floor levels as the higher floors were unusable until after the renovations.

Below each section of this report, I have highlighted the staffing headcount the last time the City Council was given a future space needs report. The number of staff in a department is the primary determinant of the space requirements. Therefore a properly sized building requires projecting the appropriate number of staff who will occupy the buildings. Additionally other factors are considered, such as public use for meetings, day to day transactions, conference & training spaces, storage and circulation spaces. But for the purpose of comparing apples to apples we have tried to primarily look at staff projections at the time of the last study an current staff levels, since 6 years have passed (roughly 24% of the time towards the 2025 year projections).

Department and/or Division	2005 Headcount	2025 Projected Headcount	Current Headcounts of 8/26/2011	Frozen or Held Positions
Mayor's Administration	2	2	2	0
Chief of Staff	n/a	1.25	1.25	0
Sustainability/Internal Consulting *	0	1	1	0
City Attorney's Office	3.5	4	3	0
City Clerk's Office	5.5	6	5.5	0
Communications/Public Relations *	2	3	* 3	0
Operations Manager *	1.25	0	0	0
Finance Director	1.25	1.25	1.25	0
Utilities Director	1	1	1	0
Purchasing	3.5	4.5	3.5	0
Accounting	11.5	13	11.5	
Budget	4	4	3	1
Internal Audit Division	1	2	1	0
Business Office	17	23	17	0
Parking Division	5.5	9	8	0
Human Resources	5	6	4	1
Information Technology	13	19 *	12	1
	77	100 Based on Mgmt recommendations, IT Assessment & Water Accts Growth	78	3
* - Sustainability was a stand alone department (1) employee until 2011 when positions were traded, the Sustainability Mgr was moved to be over Strategic Planning & Sustainability and One headcount from Strategic Planning was moved to internal consulting. There were no new headcount just a transfer of position titles and headcount.				
* - Neighborhood Coordinator that moved from Planning to Communications 2009 (no new headcount, transfer of headcount)				
* - Operations Manager position and .25 of an Administrative Assistant was .65 in General Fund and .60 in Solid Waste Fund, this position has been converted to the Chief of Staff Position 1.0 in General fund with allocation to all Funds.				
Increase in IT headcount is based on further investments in technology, system implementation rollouts, project management, and helpdesk services based on Plante Moran's Technology Assessment				

Prior to the renovation of the current City Hall structure, the Board of Directors approved on 12/1/1981 the property acquisition of the Northwest corner of S Church Street and Rock Ave for a municipal building purpose. The building location is where the current Building Maintenance Offices and Services are housed today. The building was originally constructed as a part of the City Hall 113 W Mountain St. renovation project of 1982. The Board approved the purchase of the land for \$72,500 plus moving expenses. The site was to construct a building to be used as the "Temporary" City Hall location while the City Hall at 113 W Mountain was being renovated. The cost of this Temporary City Hall location was estimated to be over \$100,000 to construct.

Department and/or Division - Building Maintenance	2005 Headcount	2025 Projected Headcount	Current Headcounts of 8/26/2011	Frozen Headcount Unfilled
Building Maintenance Director	1	Not projected by category	1	0
Building Maintenance Staff	13.5	Not projected by category	13	0.5
		Based on Becker Recommendation		
Current Total Headcount	14.5	15.5	14	0.5

The City purchased on 7/19/1983 the "Blue Building" and surrounding property located on Rock Street – which now houses the same building and the Television Center. The original "Blue Building" was purchased for the purpose of records storage and the permanent quarters for the Traffic Department Operations Center. This location is now called the "Green Building" (newly painted Green) and currently houses the Building Maintenance Shop and Parking Meter Maintenance Shop Operations.

The Television Center land was purchased as a part of the Fullbright Land acquisition that added the "Blue" Building used as the Traffic Shop. The building received dollars as a part of the Cable Franchise Agreements for upgrades.

Department and/or Division - Television Center/Government Channel	2005 Headcount	2025 Projected Headcount	Current Headcounts of 8/26/2011	Frozen Headcount Unfilled
Cable Administrator/Television Center Manager	1	1	1	0
Government Channel Staff	4.25	5.5	3.25	0
		Based on Gisler & L Smith's Recommendations		
Current Total Headcount	5.25	6.5	4.25	0

In February of 1991, The City Board of Directors passed a resolution to purchase the KHOG and Systematics Building at a total price of \$547,000 and approximately \$310,000 for renovations (totaling \$857,000). The KHOG Building is often referred to as the Annex (which is the far eastern part of the current City Hall where Parking, Telecommunications, and portions of HR Staff are currently housed). The building was purchased and tentatively scheduled to be used for Community Development, Planning & Engineering, Central Supply, Administrative Services storage, and an employee lounge and concession area. The Systematics Building was scheduled to be occupied by the Police Department operations, Municipal Court and Prosecutor's Office, which today is housed solely by the Police Department. Additionally, when the new Courts Building (below) was constructed and the District Courts vacated the

Police building, renovations began to expand Locker rooms, offices, and conference spaces, along with office reconfiguration for the existing police staff. This investment will be approximately \$250,000. And increasing the square footage of the police department from 21,000 sq feet to 24,000 sq ft. The latest study conducted by Wilson Estes Police Architects of Kansas City, Missouri, determined that based on current police staff 45,302 sq ft is currently needed, and 54,150 sq ft. would be needed by 2025. (*2005 space needs study report). The headcount projected for the police department in 2005 was 154 employees, and projected to be 231 by the year 2025. The current headcount as of August 26th for the City's Police Department is 163.5.

Department and/or Division – Police Department Staffing	2005 Headcount	2025 Projected Headcount	Current Headcounts of 8/26/2011	Frozen Headcount Unfilled
- Uniformed		Not projected by category	121	5
- Civilian Dispatch	22	Not projected by category	23	1
- Civilian (Records, Detective, Admin)		Not projected by category	26.63	2.1
Civilian & Uniform Police Staff	144.63	Based on Wilson Estes Study	171.6	8.1
Current Total Headcount	166.63	231	163.5	8.1

In 1998 the City Council approved a resolution to purchase the property at 125 W Mountain Street known formerly as the Warner Cable/TCA Cable offices for a purchase price of \$277,000 plus closing cost and Phase 1 renovations in 2000 of \$405,038. (for a total initial investment of \$682,038)

Cromwell Architects conducted a Facilities Assessment in April of 2001 which looked at departmental needs based on space requirements for sufficient staff, general public interaction space, departmental locations, future staffing needs, and building infrastructure (Utilities – electrical, HVAC, etc.) The departments specifically studied were Purchasing, Utilities, Human Resources, Planning, Business Office, Inspections and Landscape Administration. Additionally, the TCA Building was evaluated for public business interaction spaces, parking, and which services should be jointly located together for efficiencies.

125 W Mountain was renovated (phase 2) during the 2002, and 2003 years and \$343,771 was spent on additional renovations, engineering, architect services and furnishings. (Total Building investment's made were approximately \$1,025,809).

In 2009 and 2010 Building Safety was moved from City Hall to Development Services so that all services related to development were housed together, and the cost of those renovations were \$16,532.00.

Department and/or Division	2005 Headcount	2025 Projected Headcount	Current Headcounts of 8/26/2011	Frozen Headcount Unfilled
Planning	13	19	6	2
Strategic Planning	(included above - in 2005 was part of planning)		3	0
Engineering	21.5	32	20	1
Building Safety	11	13	7.5	2.5
Development Services (Mgmt)	(included in Planning & Building Safety in 2005)		2	0
Code Enforcement/Community Services	9.5	16	10.5	0

	80 – Based on Wilson Estes Study			
Total	55.5	65 – based on J Pate's census population estimates	47.5	5.5

* - Code Enforcement includes all Community Services Staff which was included as a part of the 2005 Study in Code Enforcement

* - Sustainability and Strategic Planning (formerly Long Range Planning) were not included in the 2005 Study as separate division, but Long Range Planning was within the Planning Headcount

* - Sustainability was a stand alone department (1) employee until 2011 when combined with Strategic Planning which was a trade for an FTE in Strategic Planning/Internal Consulting

* - Long Range Planning was changed to Strategic Planning in 2009 all headcount remained the same

* - Long Range Planning was separated from Planning in 2006 into it's own division and included in the Planning headcount in the 2005 study

* - Neighborhood Coordinator that moved from Planning to Communications 2009

* - Urban Forester was moved from Planning to Parks in 2006

In 2008, the District Courts Building was constructed to house all of the District Municipal Court functions and the City Prosecutor's offices. This building was newly constructed on a Police Parking Lot area and the cost of the Courts Building (Construction, infrastructure & Moving) was \$3,433,003 and new furnishings of \$114,526.50 for a total cost of \$4,108,099.90.

Department and/or Division - District Court	2005 Headcount	2025 Projected Headcount	Current Headcounts of 8/26/2011	Frozen or Held Headcount Unfilled
- Judge (not in City)	1	Not projected by category	1	0
- Head Court Clerk	1	Not projected by category	1	0
- Court Staff	9.5	Not projected by category	8	1.5
Courts Department		Based on Wilson Estes Study		
Current Total Headcount	11.5	18	10	1.5

Department and/or Division - Prosecutor's Office	2005 Headcount	2025 Projected Headcount	Current Headcounts of 8/26/2011	Frozen Headcount Unfilled
Prosecutor	1	Not projected by category	1	0
Deputy Prosecutor	1	Not projected by category	1	0
- Prosecutor Staff (legal, Admin, Programs)	8	Not projected by category	7	0
Prosecutor's Department		Based on Wilson Estes Study		
Current Total Headcount	10	17	9	

Non Downtown Facilities:

Water Sewer Operations Center,
Happy Hollow Road Complex (Transportation, Solid Waste, Fleet, and Parks),
City Fire Stations,
Fayetteville Drake Field Executive Airport,
Wilson Park Swimming Pool Complex,
Horticulture Greenhouse locations,
Fayetteville Animal Shelter

are all other locations not located in the downtown office area, but facilities that provide office space, work shop locations, pick-up or drop-off locations for City equipment, materials, and public services.

The City also owns locations that do not house City Staff, but provide office space, community space or programming spaces for citizens or other organizations that are manage the properties and programs offered.

These locations are as follows:

Walton Arts Center Complex
Fayetteville Public Library,
Various Community Development Block Grant Facilities (Sang Center, Vacated Womens Shelter, Vacated Children's House facility, etc.)
Fayetteville Senior Center

An asset listing of all locations is attached for your review.

This report focuses on the “Office” related needs and consideration of properties offered to meet those needs. Additional Staffing requirements, and space needs for these Non-Downtown locations are outlined from the various managers also as a part of this report, but not broken out into the details of the downtown office needs because of the focus of this report.

Based on the reports submitted from various managers of Divisions and Departments through out the City, here are the findings and recommendations:

City Hall:

Larry Rennie – Building Maintenance Division Manager – “One thing I do know is City Hall will not last another 10 years without some major renovations to the Electrical, Plumbing and HVAC systems. The electrical Up-grade will require City Hall to be closed for at least 90 days and potentially longer while new cables and electrical panels are installed. The big question is Where do you locate 125 people while the work is being conducted.?”

Currently the IT Division requires work space in five different areas – staff office space, staff work repair space, primary data center space, secondary data center space, and training facilities. Scott Huddleston – IT Division Manager- “Currently, 20% of the overall IT space resides in a leased location. While this meets our current space needs, expansion in this area would be very costly and inefficient. Ultimately this space would be better suited in a City Owned building.”

The City Clerk's office anticipates the need to have additional storage capacity that is secure. Sondra Smith – City Clerk “ The A.G. Edwards storage building is not currently being utilized to its full potential. We could add shelves and have enough storage for many years. I am concerned about using this facility for long term storage because it is not secure, weather resistant and free of insects. Maintenance of this building is provided by the owner and therefore a security control issue exists.”

Due to the growth in new water/sewer and solid waste accounts, we anticipate more space needs to locate additional staff to handle new customer sign-up, transfers and turn-offs.

Peggy Vice - Purchasing Division Manager “We really need a conference room to conduct bid openings, selection committee meetings and training sessions. The conference room needs to be approximately 560 sq ft.”

The Accounting department Marsha Hertweck – Accounting Manager “based on 10 years trending analysis, we anticipate the need for additional staff, and office space to accommodate that new staff. The use of EDMS system has greatly reduced our need for space for file cabinets so I don't anticipate any additional storage needs.”

The Cromwell Study of April 19, 2009 stated that ...”We suggest lighting either from the ceiling or on the wall to better illuminate the lobby space. The wood moldings and tile floor appear in good condition, but the carpets is stained and worn, General upgrades should be done since significant floor coverings, paint colors and wallpaper have not been changed since the renovations that took place in the 80's.

Most departments expressed a need for storage (although electronic storage of documents is reducing the need for file cabinet storage).

Departments with the highest public interaction should be located on the main level of city hall where they have high visibility and are more accessible.

Space Needs for City Hall Recapped:

Conference Spaces

Additional office Spaces to House growth in Staff

Additional Electrical, Plumbing and HVAC needs

Building Renovation needs for updating

Better use of Lobby Spaces

Storage Needs (more automation may prevent added storage needs, but add to required electronic storage needs and data center space requirements)

Police Department:

The Police Department is the only department that has expressed significant future space needs. Based on the Wilson Estes Study, the Police Department estimates their future needs for space will be 58,150 square feet based on future staffing of 231 employees within the department. The current square footage is approximately 24,000 less than half of the anticipated future square footage needs. **The ultimate decision to acquire any additional office spaces rest largely on the City Council's decision on where to locate the future police department.**

There could be savings provided to the citizens, if the decision is made to add office space through the acquisition of a building(s) and utilizing the existing City Hall location as the expanded space for the future Police Department. We anticipate that this would potentially be less than the cost of building a new Police Department (estimated at 23 Million dollars) and acquiring land for a future building site.

If the determination is to continue with the existing passed resolution on the books to keep the Police Department and Courts Buildings downtown, then the consideration of additional spaces downtown makes logical sense. **However, if it is the City Council's desire to relocate the Police Department on newly acquired land located in close proximity to I-540 for ease of access N/S/E/W then acquiring additional downtown space at this time would not be reasonable to consider.**

Police Department Needs Recap:

50% more space for future staffing needs

Consolidation of remote sites for operational efficiencies and security

Location that provides adequate access to all areas of the City

Properties Offered to the City:

The City was approached by the owners (One East Center LLC, Managing Member Ted Belden) offering to sell to the City of Fayetteville; at a special discounted price (provided only to the City of Fayetteville) for the purchase of One East Center Building to be used by the City for City purposes. Mr. Belden offered special owner financing option to the City Council with no money down and a 5 year financing term at very low interest rates (details of the offer were attached in this agenda discussion packet). Mr. Belden offered owner financing to try and make the proposal more appealing at this difficult time in our economy.

The offer was for the City to purchase 72,680 square ft within One East Center for \$4.5 Million excluding the top floors condos. Even in view of the current uncertain economic times, the Administration felt that this was an offer so enticing that it should be brought forward to the full City Council to consider whether the City Council was interested in pursuing the purchase.

After this offer was written about within the Northwest Arkansas Times Newspaper, the Mayor received two additional offers from potential owners of buildings located near the Current City Hall downtown buildings. Both of these individuals were contacted and given the same opportunity as Mr. Belden to present their information and/or offers to the full City Council during that May 17th agenda presentation and both of those individuals chose not to pursue that option at the time. One individual sited concerns over existing tenant anxiety if the discussions began, and the other individual did not give any reason why they chose not to pursue the same opportunity to present.

Property #1

One East Center (Old Bank of America Building) – This building is offered by Ted Belden Managing Partner

Pros:

- Prominent Location/Stately City & Community Presence
- Significant Square Footage – 72,680 sq ft. within One East Center (excluding the top floors condos, and Corizon Space.) to allow for long term space needs of the City
- Layout allows for easy renovation of spaces for office layout
- Purchase Price 4.5 Million – very attractive vs. constructing a similar building (\$61.92 Sq Ft. – most attractive pricing of the 3 properties offered)
- Owner Financing available to extend purchase time period for cash outlay by the city
- Allow for the consolidation of City Services that related to Public Services (Development Services, Business Office, Parks, Utility Sign-up, etc.)
- Willing to consider a property/Asset swap for a portion of the purchase price. Expressed interest in the 25 E Meadow (Cosmopolitan) Parking Garage (Bldg Value 2,900,000 on City Asset Property Listing. Also willing to consider the Tyson Building Property (after appraisals to establish values for transaction purposes). This would allow for the reduction of cash purchase prices
- Could result in future construction price savings of a new Police Department estimated at 23 million dollars.

Cons:

- To ensure the funding of the building Finance Director Paul Becker has stated that a Property Tax increase would be required to fund the purchase of the building and renovation cost. Mayor Jordan **does not** support a property tax for the purchase of a new building location in the current economic environment.
- Private business location must be handled prior to closing which raises the offered purchase price.
- The existing lot for Parking adjacent to the building is not a part of the current offer and price, and so convenient parking to the building is limited.

Property #2

GCM Building (Where the Prosecutor's Offices were housed during the construction of the Courts Building) – This building is offered by Gary McLendon

Pros:

- Prominent Location/Immediately Adjacent to the Existing City Hall
- Would add additional square footage of 21,000sq that could be utilized for expansion of City Hall for services other than Police Department Expansion
- Purchase Price 2.1 Million (\$100 Sq ft.)
- Owner Financing available to extend purchase time period for cash outlay by the city
- Allow for the consolidation of additional City Services or the relocation of offices to the 1st floor level where public services would be more convenient to the citizens.
- One Year Option at this price with a second year option for \$50,000 non-refundable but applicable to the purchase price if exercised by the end of the second option.

Cons:

- To ensure the funding of the building Finance Director Paul Becker has stated that a Property Tax increase would be required to fund the purchase of the building and renovation cost. Mayor Jordan **does not** support a property tax for the purchase of a new building location in the current economic environment.
- The primary space needs for the future relate to the needs for Police Department expansions, and this additional square footage would primarily facilitate future space needs for City Hall services, and would not facilitate the future required space needs for the Police Department unless significant reconfiguration of all city Services was conducted.

Property #3

Metro District Building (located immediately South of Walton Arts Center Parking Lot) 19,819 Sq Ft of space located on the 4th floor (12,924 Sq Ft.) and 1st floor (6,895 Sq Ft.)

Pros:

- Potential Space for the expansion of WAC Facilities in the future.
- Leased options available at \$12/Sq Ft. for entire fourth floor and \$9/Sq Ft. for 6,895 sq ft. of the First floor.

Cons:

- Location – The location of this property is not in line with the current desires to keep City services as close to each other as possible and the consolidation of work campuses, rather than the expanding of additional locations not adjacent to existing City operation facilities.
- To ensure the funding of the building Finance Director Paul Becker has stated that a Property Tax increase would be required to fund the purchase of the building and renovation cost. Mayor Jordan **does not** support a property tax for the purchase of a new building location in the current economic environment.
- The primary space needs for the future relate to the needs for Police Department expansions, and this additional square footage would not facilitate the future required space needs for the Police Department.
- \$123.00 Square Foot (Highest of the 3 spaces offered)
- No Owner Financing Offered
- Does not include the full building spaces (only 4th floor and portions of 1st floor)

Recommendation:

There are two (2) Considerations – Is there a current need for space, and planning for expanded space in the future, and if so, question 2 is how do you pay or the purchase and/or construction?

There is an anticipated need for additional City Facility spaces in the future, but without the Police Department as a part of the discussion the spaces needed to accommodate the other general City services could be handled with far less facility needs that if we were planning for an expanded Police Department facility. The current headcount of City Staff in downtown office locations is 326.25 and the 2025 year project is 453 for an increase 126.75 staff members and 94. of those attributed to the Police Department. (Additionally, if the Police Department were to build a new facility the currently occupied City Building where the Police Department is housed, could be used for expanded facility needs for other services.

The second question is one of funding. The options were outlined by Paul Becker the City's Finance Director to the City Council during the May 17th Agenda Setting Session. A dedicated revenue stream would need to be established before it would be prudent to make such a purchase. The City Council could initiate a dedicated revenue stream through passing an additional property tax to fund expansions. Or the City Council could divest an existing asset and apply the proceeds to the purchase of a new asset, but a secure funding stream to cover the cost of the transaction is recommended.

The estimated cost of constructing a new Police Station (based on the Estes Wilson Study) is estimated to be around 23 Million. This will require a funding option most likely supported by a taxing vote, much like that of the library.

Mayor Jordan, does not support any new tax for property acquisition or new construction, especially in light of the need to secure public support for the renewal of the City's Sales Tax for General Operations and Sales Tax Capital Improvements for items such as Roads, Sidewalks, Infrastructure, Trails, Technology, etc.

We do not believe at this time any increase in taxes for the purpose of building or purchasing a building is supported by the majority of the citizen or the majority of the elected officials (based on the Agenda Session of May 17th, 2011).

Without a funding stream it would be financially irresponsible to recommend the purchase of **any** building.

Budget Impact:

Unknown at this time.