

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
May 15, 2012**

A meeting of the Fayetteville City Council will be held on May 15, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the May 1, 2012 City Council meeting minutes. **APPROVED**
2. **Bid #12-33 Center Point Contractors, Inc.:** A resolution awarding Bid #12-33 and authorizing a contract with Center Point Contractors, Inc. in the amount of \$37,410.00 for the construction of St. Joseph Park, approving a ten percent (10%) project contingency, and approving a budget adjustment of \$14,361.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 92-12

3. **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$2,900.00 representing donation revenue to the Fayetteville Police Department in support of officer service awards.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 93-12

4. **State and Federal Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$43,366.00 representing state and federal law enforcement forfeiture revenue received during the first quarter of 2012 and authorizing expenditures therefrom.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 94-12

5. **McClelland Consulting Engineers, Inc. Task Order No. 9:** A resolution to approve Task Order No. 9 with McClelland Consulting Engineers, Inc. in the amount of \$32,504.00 for plans and specifications, construction administration and record drawings of the Executive Hangar Office Addition Project and to approve a budget adjustment of \$32,504.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 95-12

6. **2012 Community Development Block Grant Award:** A resolution approving a budget adjustment recognizing the actual amount of the 2012 Community Development Block Grant award from the U.S. Department of Housing and Urban Development.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 96-12

7. **The Spirits Shop, Inc.:** A resolution approving a settlement agreement with The Spirits Shop, Inc., concerning condemnation litigation filed as part of the N. Garland Avenue Improvement Project, in the total amount of \$16,900.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 97-12

8. **Bid #12-34 David's Fire Equipment:** A resolution to award Bid #12-34 to purchase two thermal imagers from David's Fire Equipment in the amount of \$20,400.00 plus sales tax for the Fayetteville Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 98-12

9. **Bid #12-39 Benchmark Construction of NWA, Inc.:** A resolution awarding Bid #12-39 and authorizing a contract with Benchmark Construction of NWA, Inc. in the amount of \$407,560.07 for the construction and installation of a concrete pad at the solid waste and recycling facility, approving a ten percent (10%) project contingency, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 99-12

- 10. Water and Sewer Relocation AHTD Utility Agreement:** A resolution approving a cost-share agreement with the Arkansas State Highway and Transportation Commission for the construction of water and sewer relocations related to the widening of Crossover Road (Highway 265) from Joyce Boulevard to Albright Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 100-12

- 11. University of Arkansas (Razorback Transit) Contract:** A resolution approving a contract with the University of Arkansas (Razorback Transit) in an annual amount of \$50,000.00 regarding public transit services within the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 101-12

- 12. Gallagher Benefits Services, Inc.:** A resolution approving a contract with Gallagher Benefits Services, Inc. in an amount not to exceed \$79,100.00 for the provision of employee benefits brokerage services, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 102-12

- 13. Windstream Communications, Inc.:** A resolution to approve the Telecommunications Franchise application of Windstream Communications, Inc. and to approve the Non-Exclusive Telecommunications Franchise Agreement with Windstream Communications, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 103-12

- 14. Fayetteville Municipal Property Owners' Improvement District No. 19 - Oakbrooke Appointment:** A resolution to appoint Jason Taylor and Alan Harrison as successor commissioners for Fayetteville Municipal Property Owners' Improvement District No. 19 - Oakbrooke, Phase 1 Subdivision Infrastructure Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 104-12

- 15. Donald and Brenda Johnston Settlement Agreement:** A resolution approving a settlement agreement with Donald and Brenda Johnston, trustees of the Don and Brenda Johnston joint revocable trust U/D/T August 12, 2000, concerning condemnation litigation filed as part of the N. Garland Avenue Improvement Project, in the total amount of \$13,250.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 105-12

B. Unfinished Business: None

C. Public Hearing:

- 1. A to Z Taxi:** A resolution granting a Certificate of Public Convenience and Necessity to A to Z Taxi for the operation of up to four (4) taxicabs in the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 106-12

2. **1609 S. Duncan Avenue Raze and Removal:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Adam P. Dyess, Perry J. Dyess and Carolyn A. Dyess located at 1609 S. Duncan Avenue in the City of Fayetteville, Arkansas, and approving a budget adjustment in the amount of \$3,495.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 107-12

D. New Business:

1. **RJN Group:** A resolution approving an engineering services agreement with RJN Group in the amount of \$499,595.00 to update the wastewater collection system model and master plan.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 108-12

2. **VAC 12-4064 Rochier St./Park Green:** An ordinance approving VAC 12-4064 submitted by Crafton Tull and Associates, Inc. for property located at 1001 West Rochier Street to vacate undeveloped streets and alley ways in the Rochier Heights Subdivision.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5499

3. **Amend §33.250 Composition; Membership:** An ordinance to amend §33.250 Composition; Membership of the Board of Adjustment to reduce the number of members from seven to five and the term from five to three years.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5500

4. **RZN 12-4077 Halsell Road/Pratt Place Inn Appeal:** An ordinance rezoning that property described in rezoning petition RZN 12-4077, for approximately 2.37 acres, located on Halsell Road from C-PZD, Commercial Planned Zoning District, to RSF-4, Residential Single-Family, 4 units per acre, subject to the offered Bill of Assurance.

THIS ITEM WAS LEFT ON THE SECOND READING.

City Council Tour:

Announcements:

Adjournment: 7:40 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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.

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

City Council Meeting:

May 15, 2012

Adjourn: 7:40 PM.

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

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

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Boudreaux</i>			
Seconded:		<i>Gray</i>			
<i>Minutes</i> <i>Approved</i> <i>Passed</i> <i>92-12</i> <i>thru</i> <i>105-12</i>	Kinion	<i>Absent</i>			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Mayor Jordan				

7-0

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

Subject:	None				
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business	Kinion				
	Petty				
	Tennant				
	Ferrell				
	Adams				
	Lewis				
	Gray				
	Boudreaux				
	Mayor Jordan				

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

Subject:		A to Z Taxi			
Motion To:			<i>Amend to up to (5) fine</i>	<i>Approve</i>	
Motion By:			<i>Ferrell</i>	<i>Ferrell</i>	
Seconded:			<i>Gray</i>	<i>Adams</i>	
C. 1 Public Hearing <i>Passed</i> 106-12	Kinion		<i>Absent</i>	<i>Absent</i>	
	Petty		<i>✓</i>	<i>✓</i>	
	Tennant		<i>✓</i>	<i>✓</i>	
	Ferrell		<i>✓</i>	<i>✓</i>	
	Adams		<i>✓</i>	<i>✓</i>	
	Lewis		<i>✓</i>	<i>✓</i>	
	Gray		<i>✓</i>	<i>✓</i>	
	Boudreaux		<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

7-0

7-0

Subject:		1609 S. Duncan Avenue Raze and Removal			
Motion To:			<i>Approve</i>		
Motion By:			<i>Ferrell</i>		
Seconded:			<i>Gray</i>		
C. 2 Public Hearing <i>Passed</i> 107-12	Kinion		<i>absent</i>		
	Petty		<i>✓</i>		
	Tennant		<i>✓</i>		
	Ferrell		<i>✓</i>		
	Adams		<i>✓</i>		
	Lewis		<i>✓</i>		
	Gray		<i>✓</i>		
	Boudreaux		<i>✓</i>		
	Mayor Jordan				

7-0

Subject:	RJN Group				
Motion To:					
Motion By:		<i>Approve</i> <i>Boudreaux</i>			
Seconded:		<i>Lewis</i>			
D. 1 New Business <i>passed</i> <i>108-12</i>	Kinion	<i>Absent</i>			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Mayor Jordan				

Subject:	VAC 12-4064 Rochier St./Park Green				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Lewis</i>	<i>Gray</i>		
Seconded:		<i>Ferrell</i>	<i>Ferrell</i>		
D. 2 New Business <i>passed</i> <i>5499</i>	Kinion	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Mayor Jordan				
		<i>7-0</i>	<i>7-0</i>	<i>7-0</i>	

Subject:		Amend §33.250 Composition; Membership			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Jernell	Petty		
Seconded:		Adams	Boudreaux		
D. 3 New Business 5500	Kinion	Absent	Absent	Absent	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		RZN 12-4077 Halsell Road/Pratt Place Inn Appeal			
Motion To:		2nd Read	3rd Read		
Motion By:		Jernell	Jernell		
Seconded:		Boudreaux	Boudreaux		
D. 4 New Business Left on the Second Reading	Kinion	Absent	Absent		
	Petty	✓	N		
	Tennant	✓	✓		
	Ferrell	✓	✓		
	Adams	✓	✓		
	Lewis	N	N		
	Gray	✓	✓		
	Boudreaux	✓	✓		
	Mayor Jordan				

6-1

5-2
motion failed - Need 6 votes to suspend
the rules.



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: May 16, 2012

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of May 15, 2012

1. **Bid #12-33 Center Point Contractors, Inc.:** A resolution awarding Bid #12-33 and authorizing a contract with Center Point Contractors, Inc. in the amount of \$37,410.00 for the construction of St. Joseph Park, approving a 10% project contingency, and approving a budget adjustment of \$14,361.00.
2. **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$2,900.00 representing donation revenue to the Fayetteville Police Department in support of Officer Service Awards.
3. **State and Federal Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$43,366.00 representing State and Federal Law Enforcement Forfeiture Revenue receiving during the first quarter of 2012 and authorizing expenditures therefrom.
4. **McClelland Consulting Engineers, Inc. Task Order No. 9:** A resolution to approve Task Order No. 9 with McClelland Consulting Engineers, Inc. in the amount of \$32,504.00 for plans and specifications, construction administration and record drawings of the Executive Hangar Office Addition Project and to approve a budget adjustment of \$32,504.00.
5. **2012 CDBG Award:** A resolution approving a budget adjustment recognizing the actual amount of the 2012 Community Development Block Grant Award from the U.S. Department of Housing and Urban Development.

6. **The Spirits Shop, Inc.:** A resolution approving a settlement agreement with The Spirits Shop, Inc., concerning condemnation litigation filed as part of the N. Garland Avenue Improvement Project, in the total amount of \$16,900.00.
7. **Bid #12-34 David's Fire Equipment:** A resolution to award Bid #12-34 to purchase two thermal imagers from David's Fire Equipment in the amount of \$20,400.00 plus sales tax for the Fayetteville Fire Department.
8. **Bid #12-39 Benchmark Construction of NWA, Inc.:** A resolution awarding Bid #12-39 and authorizing a contract with Benchmark Construction of NWA, Inc. in the amount of \$407,560.00 for the construction and installation of a concrete pad at the Solid Waste and Recycling Facility, approving a 10% project contingency and approving a budget adjustment.
9. **AHTD Utility Agreement:** A resolution approving a cost-share agreement with the Arkansas State Highway and Transportation Commission for the construction of water and sewer relocations related to the widening of Crossover Road (Hwy. 265) from Joyce Boulevard to Albright Road.
10. **U of A Razorback Transit Contract:** A resolution approving a contract with the University of Arkansas Razorback Transit in an annual amount of \$50,000.00 regarding public transit services within the City of Fayetteville.
11. **Gallagher Benefits Services, Inc.:** A resolution approving a contract with Gallagher Benefits Services, Inc. in an amount not to exceed \$79,100.00 for the provision of employee benefits brokerage services, and approving a budget adjustment.
12. **Windstream Communications, Inc.:** A resolution to approve the Telecommunications Franchise Application of Windstream Communications, Inc. and to approve the non-exclusive Telecommunications Franchise Agreement with Windstream Communications, Inc.
13. **Fayetteville Municipal Property Owners' Improvement District No. 19 – Oakbrooke:** A resolution to appoint Jason Taylor and Alan Harrison as successor commissioners for Fayetteville Municipal Property Owners' Improvement District No. 19 – Oakbrooke, Phase I Subdivision Infrastructure Project.
14. **Donald & Brenda Johnston Settlement Agreement:** A resolution approving a settlement agreement with Donald and Brenda Johnston, Trustees of the Don and Brenda Johnston Joint Revocable Trust U/D/T August 12, 2000, concerning condemnation litigation filed as part of the N. Garland Avenue Improvement Project, in the total amount of \$13,250.00.

15. A to Z Taxi: A resolution granting a Certificate of Public Convenience and Necessity to A to Z Taxi for the operation of up to five (5) taxicabs in the City of Fayetteville.

16. 1609 S. Duncan Avenue Raze & Removal: A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Adam P. Dyess, Petty J. Dyess and Carolyn A. Dyess located at 1609 S. Duncan Avenue in the City of Fayetteville, and approving a budget adjustment in the amount of \$3,495.00.

17. RJN Group: A resolution approving an engineering services agreement with RJN Group in the amount of \$499,595.00 to update the wastewater collection system model and master plan.

18. Amend §33.250 Composition; Membership: An ordinance to amend §33.250 **Composition; Membership** of the Board of Adjustment to reduce the number of members from seven to five and the term from five to three years.

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Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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.

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

City of Fayetteville Staff Review Form

A. 12
Gallagher Benefits Services, Inc.
Page 1 of 20

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Missy Leflar
Submitted By

Human Resources
Division

Chief of Staff
Department

Action Required:

Staff requests that Council approve the contract with Gallagher Benefits Services, Inc., for benefits brokerage services.

\$36,000.00

Cost of this request
1010.1220.5416.00

1010.1220.5314.00

Account Number

NA

Project Number

\$ 55,000.00

Category / Project Budget

\$ 17,865.88

Funds Used to Date

\$ 37,134.12

Remaining Balance

Services / Maintenance

Program Category / Project Name

Human Resources

Program / Project Category Name

General Fund

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Don Man
Department Director

5/2/12
Date

Previous Ordinance or Resolution #

Paul A. Behr
City Attorney

5-3-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Behr
Finance and Internal Services Director

5-3-2012
Date

Received in City 05-02-12 P03:25 RCVD
Clerk's Office

Don Man
Chief of Staff

Date

Received in
Mayor's Office

ENTERED
5/3/12
PTK

Don Man
Mayor

5/7/12
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council members
Thru: Don Marr, Chief of Staff
From: Missy Leflar, Human Resources Director *ML*
Date: May 2, 2012
Subject: Five Year Contract with Gallagher Benefit Services, Inc. for Benefits Brokerage services.

PROPOSAL:

Staff recommends that the City Council approve the 2012 Five Year Contract with Gallagher Benefits Service, Inc.

RECOMMENDATION:

Staff recommends approval of this contract with Gallagher Benefit Services, Inc.

DISCUSSION:

BROKER SERVICES: The City of Fayetteville put out a Request for Professional Services bid for benefits brokerage services. This was due to the five year contract of the current broker coming to an end. A Committee vetted eight bids, and narrowed it down to two bidders, who were interviewed. Each was also asked about benefits software recommendations, since it is industry standard for insurance broker services to include benefits software. Benefits brokers are typically knowledgeable about the software options and often have the capability to obtain bulk pricing and offer a discounted price to their clients.

The City's benefits broker acts as a continuous resource, advising City staff on an ongoing basis concerning how to keep the City legally compliant with federal regulations pertaining to benefits administration (including federal regulations on pre-tax versus post-tax benefits related payroll deductions and the multitude of Health Care Reform requirements). The broker oversees takeovers when the City switches from one insurance company to another, and is responsible for ensuring that no employees contractually lose coverage in the transition. The broker vets benefits related legal notices sent by City staff to employees. The broker sends representatives to assist in employee Question and Answer sessions each year at annual benefits enrollment. The broker also functions as an advocate for the City when City staff has requests of insurance carriers and the companies who administer certain benefits functions which are not being addressed in a timely fashion. In addition, the broker is hired to negotiate on behalf of the City with insurance companies, and function as a liaison between the City and the insurance companies, the benefits software vendor(s), the COBRA vendor, Flexible Spending Account vendor, the City's Employee Assistance Program vendor, and the financial institution housing the City employees' Health Savings Accounts.

BENEFITS SOFTWARE: The Committee asked both finalists for recommendations concerning benefits software. Gallagher Services recommended the City's consideration of PlanSource benefits software, which Gallagher could provide at a discount price for the City. The City staff in Accounting, HR, and IT who regularly use the current benefits software reviewed the PlanSource software and compared it to both the current software and another vendor's software. It was agreed that the PlanSource software should interact better with the City's payroll system with regard to payroll deductions for insurance premiums, should have

superior reporting functionalities useful for City Accounting staff performing billing reconciliations and City HR staff assisting employees, and should better serve for allowing employees the opportunity to self-enroll their benefits as well as directly access their individual benefits information. PlanSource, like the current benefits software, would also function as the employee benefits database and would replace labor intensive paperwork by electronically feeding employee benefits changes to the medical, dental, and insurance companies as well as the COBRA/Medical Reimbursement Account administrating company.

Based on the Request for Proposal (RFP) issued, the City can bundle the above services into a contract and have a single provider for brokerage services as well as benefits database software. This was precisely the City's process five years ago, when Council approved a contract with the current benefits broker in an agreement that added discounted benefits software provided by the broker. The City will benefit from this bundling due to the fact that Gallagher maintains a national contract with the software provider, allowing the City to take advantage of competitive high-volume based pricing it would not otherwise receive. The Connect2MyBenefits software by PlanSource was included with the competitive response from Gallagher Benefits Services ties to the Gallagher's recommended method of providing benefits brokerage services to the City.

Staff thus recommends a Contract with Gallagher Benefit Services, Inc. which includes both brokerage services and benefits database software.

BUDGET IMPACT:

The entire budget impact for both the broker services and the discounted benefits software service is \$6,168.40 per calendar year¹ moving forward from 2013 (and \$12,122.41 immediately for 2012), which is being offset by funds being transferred from the Human Resources Contingency/Savings General Ledger Account. That Account was funded, in part, by savings caused by the City's unemployment benefits bill decreasing for the first time in four years to an amount \$38,041.71 less than budgeted. There is thus no net additional cost to the General Fund.

¹ \$1,221 per year more for brokerage services and \$4,947.40 per year more for benefits software, to total \$6,168.40.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH GALLAGHER BENEFITS SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$79,100.00 FOR THE PROVISION OF EMPLOYEE BENEFITS BROKERAGE SERVICES, 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 contract with Gallagher Benefits Services, Inc. in an amount not to exceed \$79,100.00 for the provision of employee benefits brokerage services.

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 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

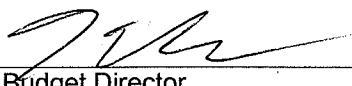
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 12 V11.0906
Gallagher Benefits Services, Inc.
Page 5 of 20

Budget Year	Division: Human Resources Department: Chief of Staff	Request Date	Adjustment Number
2012		5/2/2012	

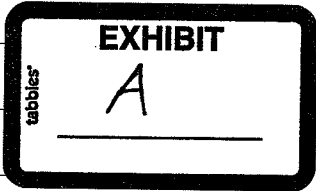
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Staff requests a transfer of \$12,123 from GL Account 1010.1220.2911.00 (HR Contingency/Savings) to GL Account 1010.1220.5314.00 (Professional Services) / 1010.1220.5416.00 (Software Maintenance), due to an RFP resulting in the City's proposed change in benefits broker services.

Division Head  Budget Director Date: 5-7-2012 Department Director Date: 5-3-2012 Finance Director Date: 5-7-2012 Chief of Staff  Mayor 	Prepared By: Missy Leflar Reference: kspringer Budget & Research Use Only Type: A B C <u>D</u> E P General Ledger Date _____ Posted to General Ledger _____ Checked / Verified _____ Initial _____ Date _____
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TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub
		Expense	Revenue	
Software maintenance	1010.1220.5416.00	1,244		.
Professional services	1010.1220.5314.00	10,879		.
Contingency/Savings Other	1010.1220.5911.00	(12,123)		.
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CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., a Delaware corporation ("GBS"), and City of Fayetteville, Arkansas (the "Client").

The Client wishes to enter into a consulting relationship with GBS with the terms and conditions set forth in this Agreement, and GBS is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and GBS agree as follows:

1. *Engagement*

The Client engages GBS as an employee benefits consultant as stated in this Agreement and GBS accepts this engagement. During the time that GBS is performing services for the Client under this Agreement, and for all purposes outlined in this document, GBS' status will be that of an independent contractor of the Client.

2. *Term and Termination*

The Effective Date of this Agreement is May 16, 2012. The term of GBS' engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for five (5) years from the Effective Date, subject to mutually agreed upon annual renewal by both parties. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period, Client shall be responsible to GBS for any services performed prior to the date of termination and GBS shall be responsible to Company to continue to provide services until the date of termination of this Agreement.

3. *Services*

GBS will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. GBS will perform other services as the Client and GBS mutually agree in writing.

4. *Compensation*

Subject to any changes as may be mutually agreed by the parties in writing and signed by their authorized representatives, GBS will receive, as compensation for its services under this Agreement, fees in the amount of \$ 57,600 per year, which amount will be billed in equal installments of \$4,800 and paid on a monthly basis.

GBS further agrees to fully disclose to Client, in writing, any business relations with or commissions it receives or plans on receiving from any of Client's current or prospective insurance carriers or other vendors. GBS will do so prior to making any recommendations to Client concerning Client doing or continuing doing business with such a carrier or vendor, so that Client will be apprised of any potential conflict of interest.

For additional information regarding GBS compensation, please see our revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by GBS, on behalf of Client, GBS will use its best efforts to obtain appropriate replacement coverage from another insurance company.

5. *Performance and Scope*

(a) GBS Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended (ERISA) and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) GBS' services under this Agreement are not intended in any way to impose on GBS or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") ; and

(ii) this Agreement does not provide GBS, and the Client will not cause or permit GBS to assume, without prior written consent of GBS, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, GBS may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to GBS by the Client or its designated representatives and reasonably believed by GBS to be genuine and authorized by the Client.

(c) No Practice of Law. GBS will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of GBS under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. GBS may cause another person or entity, as a subcontractor of GBS, to provide some or all of the services required to be performed by GBS hereunder: provided, that GBS shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by GBS' obligations under this Agreement). GBS shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written

GBS Consulting Agreement

4-2006
Exhibit A revised 11-2007

approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. GBS' engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. GBS will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with GBS' services under this Agreement, Client agrees that:

(i) Although GBS will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies GBS has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that GBS does not take risk, and that GBS does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to GBS is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of GBS' fees (if applicable) and payment of premiums for all insurance placed by GBS on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow GBS to immediately terminate this Agreement, at its option, with notice to the Client

6. Confidentiality

(a) Client Information. GBS recognizes that certain confidential information may be furnished by the Client to GBS in connection with its services pursuant to this Agreement ("Confidential Information"). GBS agrees that it will disclose Confidential Information only to those who, in GBS' reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of GBS prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by GBS, or (iii) is or can be independently acquired or developed by GBS without violating any of its obligations under this Agreement. However, disclosure by GBS of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this

Agreement, (provided that GBS immediately notifies Client in writing upon GBS' receipt of any such subpoena or order).

(b) HIPAA Privacy. In spite of Sections 6(a) above, GBS and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and GBS will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

7. *Limitation of Liability*

Limitation of Liability. Notwithstanding any other term or provision of this Agreement, neither party shall be liable to the other for any exemplary, special indirect, incidental, consequential or punitive damages (including but not limited to lost profits) which may result from the other party's action or its failure to perform any term or condition of this Agreement or whether such liability is based upon tort, strict liability, breach of warranties, failure of essential purpose or otherwise and if advised of the possibility of such damages. This provision applies to the fullest extent permitted by applicable law.

8. *Notices*

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: Missy Leflar
ATTN: Human Resources
113 W. Mountain
Fayetteville, AR, 72701
(Fax:) (479) 718-7698

If to GBS: Gallagher Benefit Services, Inc.
1650 E. Battlefield Road, Suite 200
Springfield, MO 65804
Attention: Joe Martin
(Fax: 417-881-8719)

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

9. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Arkansas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Jurisdiction and Venue. The parties agree that in the event of any legal dispute the governing jurisdiction and venue will be Washington County Circuit Court in Fayetteville, Arkansas for state court actions or the United States District Court, Western District, Arkansas, in Fayetteville, Arkansas for federal court actions.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(g) Survival of Provisions. Sections 2, 4, 6 and 7 will survive the termination of this Agreement.

[The remainder of this page intentionally left blank. The parties' signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

City of Fayetteville, Arkansas

By: _____

Name: _____

Title: _____

GALLAGHER BENEFIT SERVICES, INC.

- Branch Managers (Area Presidents) are the preferred signers on consulting or fee agreements, however, our current policy allows for producers who are Area AVPs to sign for GBS as well.
- **Any modifications must be approved AJG corporate legal prior to GBS signature.**

By: _____

Name: Joe Martin

Title: Area Vice President

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, GBS will provide the following services:

CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

☐ **RENEWAL ANALYSIS**

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Company analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

☐ **PERIODIC PLAN FINANCIAL REPORTS** (frequency to be mutually agreed upon):

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

☐ **ANNUAL FINANCIAL REPORTS (End of Year Accounting):**

- Comparison of current costs to renewal costs
- Future plan costs projections
- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

☐ **LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT**

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
 - Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Company

☐ **CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT**

- Work with Company to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Company
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Company
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the GBS team and Company

☐ **DAY TO DAY ADMINISTRATIVE SERVICES**

☐ **EMPLOYEE EDUCATION PROGRAMS**

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

□ COMMUNICATION MATERIALS

- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Company

BENEFIT ADMINISTRATION ASSESSMENT

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Company agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

□ BENEFITS ADMINISTRATION SOFTWARE:

- Gallagher agrees to enter into an Agreement with PlanSource/Connect2MyBenefits software vendor to provide Client with benefits software services, to commence May 16, 2012 and “go live” July 1, 2012.
- Client, as third party beneficiary of said agreement, will be responsible for reimbursing Gallagher on a monthly basis based on \$2.45 per Employee Per Month, pro-rated for partial months such as May, 2012.

Additional terms and details concerning the PlanSource/Connect2Mybenefits software as agreed upon are referenced in attached Exhibit “C”.

□ MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

□ Benefit Plan Design (or Redesign)

- Help Company identify business and HR objectives that impact benefits
- Review with Company possible benefit strategies to meet their objectives
- Help Company evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Company to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of actual fees and/or commissions related to the Company's Group Health Plan(s) and any relationships, or agreements GBS has with the insurance Company involved in this transaction. GBS as agent of record will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed up by

Line of Coverage	Insurance Company	Effective Date	Commission ¹ / Supplemental Compensation ²	Direct Fees ³	Wholesaler, MGU, or Intermediary	Owned by AJG/GBS
Consulting Agreement	Gallagher		N/A	\$57,600	N/A	N/A

¹ Commissions include all commissions/fees paid to GBS that are attributable to a contract or policy between a plan and an insurance Company, or insurance service. This includes indirect fees that are paid to GBS paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to GBS for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

³ Direct Fees include compensation to GBS paid for directly by the plan sponsor.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

It should also be noted that:

- **GBS** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management of policies of **GBS**.
- **GBS'** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **GBS** is effecting the transaction for the Plan(s) in the ordinary course of GBS business.
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **GBS** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about GBS' and GBS' affiliates income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgement and approval requirement of Prohibited Transaction Class Exemption No. 84-24, which protects both Client and GBS. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s) and Client acknowledges and confirms that this is a reasonable transaction in the best interest of the participants in the ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.

EXHIBIT C

PlanSource's Connect2MyBenefits Platform

GBS agrees to enter into an agreement with PlanSource for a Connect2MyBenefits software platform to be built and serviced on an ongoing basis for Client, as follows:

- Client will be billed by GBS for the Connect2MyBenefits service on a monthly basis, and shall pay within 30 days of receipt of each invoice.
- Client will be billed at a rate of \$2.45 per Employee Per Month for its employees classified as Active, Retiree, and COBRA. The current number are 685 Active employees, 12 Retirees, and 6 COBRA. This shall constitute the entire amount(s) billed to Client and includes, but is not limited to, PlanSource providing implementation, building the platform for Client, training, ongoing customer service (provided directly to Client's authorized representatives, without the necessity of default communications occurring only with or through GBS), four electronic Standard Format (Excel) feeds to Client's carriers/vendors, troubleshooting, use of the software, annual programming, administrative logins, employee logins, and the services referenced in this Appendix.
- Client shall receive at least 60 days' written notice from GBS prior to any proposed price changes for the PlanSource services or changes in PlanSource's scope of services, including PlanSource terminating its services to Client.
- Client shall provide GBS with at least 60 days' written notice prior to any proposed changes in Client's utilization of PlanSource services, including Client terminating its use of PlanSource benefits software.
- PlanSource shall:
 - Conduct kick-off strategy meeting to define and plan implementation and training timeline.
 - Develop project timeline in collaboration with Client (updated weekly during conference calls).
 - Configure employer benefit plan design.
 - Configure the system for basic life events (default business rules).
 - Setup rules for each eligibility group.
 - Setup rule for each plan type.
 - Configure scrub, and load most recent employee elections, dependent and premium information for passive enrollments.

- Make PlanSource HR site available to employees throughout the plan year that includes:
 - Documents such as Benefit Summaries, SPDs, and Forms
 - Links/URLs to carriers
 - FAQs and Email Links to HR
 - Contact information
 - Provide employee access to online benefit Homepage and employee benefits confirmation statement
 - Provide new hire access to web enrollment
 - Provide employee access to employee self-service life events elections (if requested by Client)
 - Provide employee access to employee self-service annual enrollment.
 - Provide HR access to real-time online administrative service features
 - Provide HR access to online reporting functions.
 - Provide links to electronic EOI questionnaires where required by carriers for life or disability coverage requests.
 - Send recurring eligibility data feed to 3rd party carrier systems
 - Send recurring deduction codes to Client's payroll system (if requested).
 - Create 834 data interfaces – Configuration of carrier export file based on carrier requirements and ability to accept data
 - Create data feeds in PlanSource Standard Format
 - Custom create non-834 data interfaces
 - Conduct Annual Renewal Configurations (for each new carrier or change in data feed requirements at renewal).
 - Provide Standard Feed formats (Excel).



Departmental Correspondence

LEGAL DEPARTMENT

www.accessfayetteville.org

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Chris Brown, City Engineer
Terry Gulley, Transportation Services Director

FROM: Kit Williams, City Attorney

A handwritten signature in blue ink, appearing to read 'Kit Williams', with a long horizontal flourish extending to the right.

DATE: May 7, 2012

RE: Application for Telecommunications Franchise Agreement with Windstream Communications, Inc.

Windstream Communications, Inc. needs to obtain a Telecommunications Franchise Agreement in order to provide fiber optic telecommunication services to the University of Arkansas Medical Sciences institution in Fayetteville. Attached is its Application for such Franchise as required by the Fayetteville Code. Representatives of Windstream Communications, Inc. should be at your City Council meeting and probably also at your Agenda Session to explain their proposed project and their request for a Franchise Agreement.

TELECOMMUNICATIONS FRANCHISE APPLICATION

Windstream Communications, Inc. desires to obtain and operate pursuant
(Name of Company)

a Telecommunications Franchise Agreement within the City of Fayetteville.

Windstream Communications, Inc. submits this application for a
Telecommunications
(Name of Company)

Franchise and agrees to comply with all the terms and conditions of §110.02
Telecommunications Franchises and the City of Fayetteville Franchise Agreement to be
approved by the Fayetteville City Council.

(1) The general nature of the services to be provided (including wholesale, retail or both)
is: Retail services to public institution.

(2) The type of construction and its location (if service is limited and not city-wide) will
be: Beginning at AT&T Central Office located at the intersection of West Spring Street and
Northeast Avenue, place cable West along Spring Street for 1,017ft then South along Locust
Avenue 1,405ft and West along Rock Street for 384ft then South along School Avenue for
22,335ft to intersection of School Avenue and Mabry Lane.

Beginning at AT&T Central Office at intersection of Hwy 71 & West Cato Road – go West on
West Cato Road for a distance of 1,526ft.

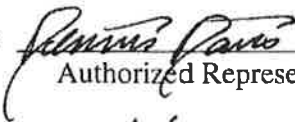
From AT&T Central Office to the intersection of West Cato Springs Road and School Street the
proposed routed is underground for 10,304ft.

From the intersection of West Cato Springs Road and School to the intersection of School and Mabry Lane the proposed route is aerial for 14,837ft. Total footage to be place within the city limits 26,667ft

(3) The type of facilities to be constructed and/or used include: Placement of (2) 1.25 SDRII innerducts / (1) 48 fiber count cable will be placed into one innerduct and the second innerduct will be utilized as a spare.

(4) Company history demonstrating it has the financial, legal and technical qualifications necessary to provide the service for which it seeks a franchise: (The provision of authorization from the Arkansas Public Service Commission shall be deemed satisfactory evidence for these qualifications. Please attach such authorization). Attached

(5) Windstream Communications
4401 Rodney Parham Rd.,
Little Rock, AR, 72212
Attention: Dennis Davis
Manager OSP Engineering
501-748-5193
dennis.d.davis@windstream.com

By: 
Authorized Representative's Signature

Date: 5/3/12

ARK. P. S. C. 1001
JUN 22 10 23 AM '06
FILED

BEFORE THE ARKANSAS PUBLIC SERVICE COMMISSION

FILED

IN THE MATTER OF THE APPLICATIONS OF)
ALLTEL HOLDING CORPORATE SERVICES,)
INC. FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO PROVIDE)
RESOLD INTEREXCHANGE TELE-)
COMMUNICATIONS SERVICE AND)
COMPETITIVE LOCAL EXCHANGE SERVICE IN)
ARKANSAS AND THE REQUEST FOR)
APPROVAL OF TRANSFER)

DOCKET NO. 05-156-U
ORDER NO. 21

ORDER

On December 22, 2005, Alltel Holding Corporate Services, Inc. ("AHCS") filed an application for a Certificate of Public Convenience and Necessity ("CCN") to provide resold interexchange telecommunications service and competitive local exchange service as a Competing Local Exchange Carrier ("CLEC") in Arkansas. AHCS also requested approval of the transfer of customers and facilities from Alltel Communications, Inc. ("ACI") to AHCS.

On February 7, 2006, AHCS filed a proposed tariff which replaced in its entirety the original tariff filed with the application on December 22, 2005.

On May 10, 2006, Ms. Cindy Ireland, Senior Telecommunications Analyst for the General Staff of the Arkansas Public Service Commission ("Staff"), filed testimony stating that she had reviewed the application for a CCN and the request for approval of the transfer of customers and facilities from ACI to AHCS. No other testimony or public comments were filed.

AHCS and Staff filed a Joint Waiver of Hearing pursuant to Ark. Code Ann. §23-

DOCKET NO. 05-156-U
PAGE 2

3-205, therefore a hearing on this matter is not required.

Ms. Ireland testified that AHCS has opted into the Interconnection Agreement between Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas ("AT&T") and ALLTEL Communications, Inc., which was approved by the Commission in Docket No. 05-087-U on August 26, 2005. Ms. Ireland testified that the application which was filed indicated that AHCS has the financial, technical and management capacity to provide resold long distance and competitive local exchange telecommunications services. AHCS also filed a proposed tariff which included a statement that it concurs in the maps and legal descriptions of AT&T, CenturyTel of Arkansas, LLC and CenturyTel of Northwest Arkansas that are on file with the Commission. Ms. Ireland concluded that the entry of AHCS as a CLEC within the service territory of AT&T Arkansas and Century Tel is consistent with the requirements of the Telecommunications Act of 1996 and Act 77 of 1997 and that AHCS be granted a CCN to provide local and intrastate interexchange telecommunications services in Arkansas. Ms. Ireland also recommended that AHCS be directed to maintain a current tariff or price list with the Commission, that it be directed to maintain maps and legal descriptions of the areas to be served or indicate that it concurs with the appropriate maps and legal descriptions already on file with the Commission, it be directed to amend its tariff or price list to reflect any changes in the geographical area served, and that AHCS be directed to participate in the Arkansas Intrastate Common Carrier Line Pool.

Ms. Ireland further testified that the acquisition of customers and facilities would be transparent to ACI's customers, and that no change in the terms or conditions of service would result from the transaction. Ms. Ireland concluded that the transfer of customers and facilities should be approved.

Based on the testimony of Ms Ireland, the Presiding Officer finds that AHCS

DOCKET NO. 05-156-U
PAGE 3

should be and hereby is granted a CCN to provide local and intrastate interexchange telecommunications services in Arkansas. AHCS is directed to maintain a current tariff or price list with the Commission, directed to maintain maps and legal descriptions of the areas to be served or indicate that it concurs with the appropriate maps and legal descriptions already on file with the Commission, directed to amend its tariff or price list to reflect any changes in the geographical area served, and to participate in the Arkansas Intrastate Common Carrier Line Pool. The Presiding Officer further approves the transfer of customers and facilities from ACI to AHCS.

There being no further action to be taken in this matter at this time, the Secretary of the Commission is hereby authorized and directed to close this docket.

BY ORDER OF THE ADMINISTRATIVE LAW JUDGE PURSUANT TO
DELEGATION.

This 22nd day of June, 2006.


Patricia W. Morgan (acting)
Diana K. Wilson
Secretary of the Commission


Ted Thomas
Administrative Law Judge

I hereby certify that the following order issued by the Arkansas Public Service Commission has been served on all parties of record this date by U.S. mail with postage prepaid, using the address of each party as indicated in the official docket file.


Diana K. Wilson
Secretary of the Commission
Date 6-22-2006

Kimberly Bennett
Director
Regulatory Law and Policy

4001 Rodney Parham Road
1170 - B1F03-53A
Little Rock, AR 72212

501-748-6374
501-748-7998 fax

ARKANSAS SERV. COMM.
DIANA K. WILSON
SECRETARY OF COM.
RECEIVED

2006 JUL 13 P 3:14

RECEIVED



July 13, 2006

Arkansas Public Service Commission
Attention: Diana Wilson, Secretary of the Commission
1000 Center Street
Little Rock, AR 72201

RE: Name change from Alltel Holding Corporate Services, Inc. to Windstream Communications, Inc.

Dear Ms. Wilson,

Consistent with Alltel Holding Corporate Services, Inc.'s application in Docket No. 05-156-U, Alltel Holding Corporate Services, Inc. hereby notifies the Commission of its name change to Windstream Communications, Inc.

Pursuant to Commission Staff's instruction, attached to this letter are the filed Articles of Amendment with the Secretary of State to facilitate this name change. Also attached to this letter are the new General Subscriber Tariff, Access Tariff and Long Distance Tariff of Windstream Communications, Inc. This tariff is identical and does not contain any substantive changes from the tariffs previously filed for Alltel Holding Corporate Services, Inc. and Alltel Communications, Inc. The only changes from the existing tariffs on file with the Commission are the new name and contact information, as applicable, for Windstream Communications, Inc.

If you have any questions please call me at (501) 748-6374.

Sincerely,

A handwritten signature in cursive script that reads 'Kimberly Bennett'.

Kimberly K. Bennett

Arkansas SECRETARY OF STATE		Business Commercial S																												
		SEARCH																												
Home About the Office Elections Business / Commercial Services Capitol Grounds Arkansas State Capitol Arkansas State Capitol		 Search Incorporations, Cooperatives, Banks and Insurance Companies																												
 State Capitol, Rm 256 Little Rock, AR 72201 501-682-1010 TDD		<table><tr><td>Corporation Name</td><td>WINDSTREAM COMMUNICATIONS, INC.</td></tr><tr><td>Fictitious Names</td><td>N/A</td></tr><tr><td>Filing #</td><td>800073457</td></tr><tr><td>Filing Type</td><td>Foreign For Profit Corporation</td></tr><tr><td>Filed under Act</td><td>For Bus Corp; 958 of 1987</td></tr><tr><td>Status</td><td>Good Standing</td></tr><tr><td>Principal Address</td><td></td></tr><tr><td>Reg. Agent</td><td>THE CORPORATION COMPANY</td></tr><tr><td>Agent Address</td><td>425 WEST CAPITOL AVE. SUITE 1700 LITTLE ROCK, AR 72201</td></tr><tr><td>Date Filed</td><td>12/15/2005</td></tr><tr><td>Officers</td><td>SEE FILE, Incorporator/Organizer JEFFERY R. GARDNER , President JUDITH LEMKE , Vice-President JOHN A. EBNER , Treasurer FRANCIS X. FRANTZ , Secretary</td></tr><tr><td>Foreign Name</td><td>N/A</td></tr><tr><td>Foreign Address</td><td>ONE ALLIED DRIVE LITTLE ROCK, AR 72202</td></tr><tr><td>State of Origin</td><td>DE</td></tr></table> Purchase a Certificate of Good Standing for this Entity Pay Franchise Tax for this corporation	Corporation Name	WINDSTREAM COMMUNICATIONS, INC.	Fictitious Names	N/A	Filing #	800073457	Filing Type	Foreign For Profit Corporation	Filed under Act	For Bus Corp; 958 of 1987	Status	Good Standing	Principal Address		Reg. Agent	THE CORPORATION COMPANY	Agent Address	425 WEST CAPITOL AVE. SUITE 1700 LITTLE ROCK, AR 72201	Date Filed	12/15/2005	Officers	SEE FILE, Incorporator/Organizer JEFFERY R. GARDNER , President JUDITH LEMKE , Vice-President JOHN A. EBNER , Treasurer FRANCIS X. FRANTZ , Secretary	Foreign Name	N/A	Foreign Address	ONE ALLIED DRIVE LITTLE ROCK, AR 72202	State of Origin	DE
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Foreign Address	ONE ALLIED DRIVE LITTLE ROCK, AR 72202																													
State of Origin	DE																													
Use your browser's back button to return to the Search Results Begin New Search																														

Windstream Communications, Inc. – Fayetteville, Arkansas

Beginning at the AT&T Central Office Zero Man Hole located in the intersection of W. Spring Street and N East Avenue, thence West along Spring Street 339 yards (1,017 feet), thence South along Locust Avenue .266 miles (1,405 feet), thence West along Rock Street (128 yards (384 feet) thence South along School Ave, aka Bus 71, 4.23 miles (22,335 feet to the intersection of School Avenue, aka Bus 71 and Mabry Lane, Fayetteville City Limit.

From AT&T Central Office to the intersection W Cato Springs Road and School aka Bus 71, the proposed route is Underground for 10,304 feet.

From the intersection of W Cato Springs Road and School aka Bus 71 to the intersection of School aka Bus 71 and Mabry Lane the route is aerial for 14,837 feet.

Total Footage in Fayetteville City Limit = 25,141 feet



Added at Agenda Session 5/18/12
Added to Consent
on the May 15, 2012
City Council Agenda.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012
City Council Meeting Date
Agenda Items Only

Received information
Fayetteville Municipal Property
Owners Improvement District No.
19 - Oakbrooke Phase 1
Page 1 of 8
5/4/12 Jim requested
this to be on the
5/15/2012 agenda

Sondra Smith

Submitted By

City Clerk

Division

City Clerk

Department

Action Required:

Appoint Jason Taylor and Alan Harrison as successor commissioners to fill two vacancies on the Board of Commissions for Fayetteville Municipal Property Owners' Improvement District No. 19 - Oakbrooke Phase 1 Subdivision Infrastructure Project.

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

☐

Sondra E. Smith
Department Director

5/4/12
Date

Previous Ordinance or Resolution #

K. McFall
City Attorney

5/7/12
Date

Original Contract Date:

Original Contract Number:

Paul a. Bulm
Finance and Internal Services Director

5-7-2012
Date

Received in City 05-04-12 P02:37 RCVD
Clerk's Office

Don Man
Chief of Staff

5-7-12
Date

Received in
Mayor's Office

Lionel Jordan
Mayor

5/7/12
Date

USE
ENTERED
5/7/12
JLT

Comments:

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

JAMES N. McCORD
Attorney at Law
The Fulbright Building
217 E. DICKSON STREET
SUITE #102
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE (479) 695-1134
FACSIMILE (479) 442-1490
jimmccordlaw@windstream.net

May 4, 2012

Hon. Lioneld Jordan, Mayor
City Administration Building
113 West Mountain Street
Fayetteville, AR 72701

VIA HAND DELIVERY

Re: Fayetteville City Council Resolution to appoint
two successor commissioners for Fayetteville
Municipal Property Owners' Improvement
District No. 19- Oakbrooke, Phase I Subdivision
Infrastructure Project

Dear Mayor Jordan:

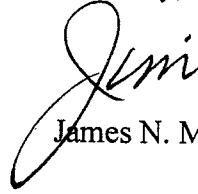
Enclosed is a draft Resolution for consideration by the Fayetteville City Council which would appoint Jason Taylor and Alan Harrison as successor commissioners to fill two vacancies on the Board of Commissioners for Fayetteville Municipal Property Owner's Improvement District No. 19- Oakbrooke Subdivision Infrastructure Project (the "District"). I am District Counsel. Also enclosed are e-mails which establish that Jason Taylor and Alan Harrison meet the statutory requirements for appointment as commissioners.

I am e-mailing the enclosed Resolution to City Attorney Kit Williams for his review and any modifications he deems necessary. This Resolution appears to be a "routine" matter which might be appropriate for the Consent Agenda of the City Council.

Please place the enclosed Resolution on the agenda for the May 15, 2012, meeting of the Fayetteville City Council. A purchaser for two lots owned by the District has executed a Real Estate Contract at a sale price approved by the District's bondholders, but the District cannot execute the contract and close the sale until two successor commissioners are appointed. All the lots in Oakbrooke, Phase I subdivision were conveyed to the District by a Commissioners' Deed executed after a foreclosure sale for delinquent improvement district taxes held pursuant to judgment entered by the Washington County Circuit Court.

Should there be any questions, please contact me. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim", with a large, stylized loop at the end.

James N. McCord

pc: Kit Williams, City Attorney (via hand delivery)
Sondra Smith, City Clerk (via hand delivery)

RESOLUTION NO. _____

**A RESOLUTION TO APPOINT JASON TAYLOR AND ALAN HARRISON
AS SUCCESSOR COMMISSIONERS FOR FAYETTEVILLE MUNICIPAL
PROPERTY OWNERS' IMPROVEMENT DISTRICT NO. 19 – OAKBROOKE,
PHASE 1 SUBDIVISION INFRASTRUCTURE PROJECT**

WHEREAS, Fayetteville Municipal Property Owners' Improvement District No. 19 – Oakbrooke, Phase I Subdivision Infrastructure Project (the "District") was established upon petition of all the property owners in the District by Ordinance No. 5032 passed and approved by the Fayetteville City Council on July 3, 2007; and

WHEREAS, pursuant to statute, said Ordinance appointed as commissioners of the District the three individuals named in the petition to establish the District; and

WHEREAS, two commissioners have resigned; and

WHEREAS, Ark. Code Ann. Sec. 14-94-107(a)(2)(A) provides that in case of a vacancy on the board of commissioners after all improvements in the district have been completed, the governing body of the municipality shall select the successor who shall be a creditor of the district or a property owner in the district; and

WHEREAS, all the improvements in the District have been completed; and

WHEREAS, Ark. Code Ann. Sec. 14-94-105(a)(2)(B) provides that in the event a property owner or creditor is a corporation or other legal entity, any officer, director, employee, or other designated representative of the entity may be named and appointed as a commissioner; and

WHEREAS, First Community Bank is a creditor of the District and has designated its Chief Financial Officer Jason Taylor to be appointed as a commissioner; and

WHEREAS, Capital Bank is a creditor of the District and has designated its Vice President Alan Harrison to be appointed as a commissioner; and

WHEREAS, Jason Taylor and Alan Harrison have agreed to serve as successor commissioners for the District.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby appoints Jason Taylor and Alan Harrison commissioners for Fayetteville Municipal Property Owners' Improvement District No. 19 – Oakbrooke, Phase I Subdivision Infrastructure Project.

PASSED and **APPROVED** this 5th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Jim McCord

From: Jim McCord [jimmccordlaw@windstream.net]
Sent: Thursday, May 03, 2012 4:51 PM
To: 'Alan Harrison'; 'jtaylor@firstcommunity.net'
Cc: 'Nate Watson'
Subject: Successor commissioners for Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision
Alan and Jason,

Nate Watson at Merchants and Planters Bank, Trustee for owners of Bonds sold by Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision (the "District") has advised me that each of you has agreed to be appointed as a successor commissioner to fill vacancies on the Board of Commissioners of the District. Please send me an e-mail confirming that (1) you have agreed to serve as a commissioner for the District, (2) your bank owns Bonds sold by the District and (3) you have been designated by your bank (the bondholder) to serve as a commissioner. These are all statutory requirements for you to be appointed as a successor commissioner for the District. Also, please advise of your position (title) with your bank.

Upon receipt of your e-mails, I will prepare a Resolution for the Fayetteville City Council to approve which will appoint you as successor commissioners for the District; and, I will have the Resolution placed on the agenda for the earliest available City Council meeting.

The MPOID law states at Ark. Code Ann. Sec. 14-94-108(d): "No member of the board shall be liable for any damages unless he or she shall have acted with a corrupt intent."

Thank you for your cooperation. I look forward to working with you. Your obligations as a commissioner should require only a very small amount of your time.

Jim

James N. McCord
Attorney at Law
The Fulbright Building
217 E. Dickson Street, Ste. #102
Fayetteville, AR 72701
(479) 695-1134 Phone
(479) 283-6700 Cell
(479) 442-1490 Fax

District Counsel

5/4/2012

Jim McCord

From: Jason Taylor [JTaylor@firstcommunity.net]
Sent: Thursday, May 03, 2012 4:59 PM
To: Jim McCord
Cc: Dale Cole; nwatson@mandpbank.com
Subject: RE: Successor commissioners for Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision

Jim,

I agree to serve as stated below, First Community Bank does own bonds sold by the district and I have been appointed by the bank to serve as a commissioner. My title is Chief Financial Officer.

Thanks,
Jason

From: Jim McCord [mailto:jimmccordlaw@windstream.net]
Sent: Thursday, May 03, 2012 4:51 PM
To: 'Alan Harrison'; Jason Taylor
Cc: 'Nate Watson'
Subject: Successor commissioners for Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision

Alan and Jason,

Nate Watson at Merchants and Planters Bank, Trustee for owners of Bonds sold by Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision (the "District") has advised me that each of you has agreed to be appointed as a successor commissioner to fill vacancies on the Board of Commissioners of the District. Please send me an e-mail confirming that (1) you have agreed to serve as a commissioner for the District, (2) your bank owns Bonds sold by the District and (3) you have been designated by your bank (the bondholder) to serve as a commissioner. These are all statutory requirements for you to be appointed as a successor commissioner for the District. Also, please advise of your position (title) with your bank.

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Jim

James N. McCord
Attorney at Law
The Fulbright Building
217 E. Dickson Street, Ste. #102
Fayetteville, AR 72701
(479) 695-1134 Phone
(479) 283-6700 Cell
(479) 442-1490 Fax

District Counsel

5/4/2012

Jim McCord

From: Alan Harrison [Alan.Harrison@thecapitalbank.com]
Sent: Friday, May 04, 2012 8:06 AM
To: Jim McCord
Cc: Kyle Patton
Subject: RE: Successor commissioners for Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision

1. Yes.
2. Yes.
3. Yes. (Included our Bank President for verification)

Alan Harrison
Vice President
The Capital Bank
12224 Chenal Parkway
Little Rock, AR 72211
Phone (501) 228-6000
Fax (501) 228-6006
NMLS ID: 796639

From: Jim McCord [mailto:jimmccordlaw@windstream.net]
Sent: Thursday, May 03, 2012 4:51 PM
To: Alan Harrison; jtaylor@firstcommunity.net
Cc: 'Nate Watson'
Subject: Successor commissioners for Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision

Alan and Jason,

Nate Watson at Merchants and Planters Bank, Trustee for owners of Bonds sold by Fayetteville MPOID No. 19- Oakbrooke, Phase I Subdivision (the "District") has advised me that each of you has agreed to be appointed as a successor commissioner to fill vacancies on the Board of Commissioners of the District. Please send me an e-mail confirming that (1) you have agreed to serve as a commissioner for the District, (2) your bank owns Bonds sold by the District and (3) you have been designated by your bank (the bondholder) to serve as a commissioner. These are all statutory requirements for you to be appointed as a successor commissioner for the District. Also, please advise of your position (title) with your bank.

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Thank you for your cooperation. I look forward to working with you. Your obligations as a commissioner should require only a very small amount of your time.

Jim

James N. McCord
Attorney at Law
The Fulbright Building

5/4/2012

Agenda at Agenda Session 5/8/12
Added to Consent on the
May 15, 2012 City Council
Agenda

City of Fayetteville Staff Review Form

A. 15
Donald and Brenda Johnston
Settlement Agreement
Page 1 of 8

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Chris Brown ^{CP}
Submitted By

Engineering
Division

Development Services
Department

Action Required:

Approval of a Resolution authorizing the settlement of the Don and Brenda Johnston Joint Revocable Trust
Condemnation Case for a total of \$13,250.00.

\$ 7,050.00
Cost of this request

\$ 185,515.00
Category / Project Budget

Transportation Bond Program
Program Category / Project Name

4470.9470.5810.00
Account Number

\$ 130,781.23
Funds Used to Date

Land Acquisition
Program / Project Category Name

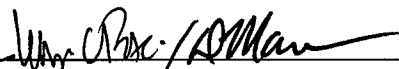
06035.2250
Project Number

\$ 54,733.77
Remaining Balance

Sales Tax Capital Improvements
Fund Name

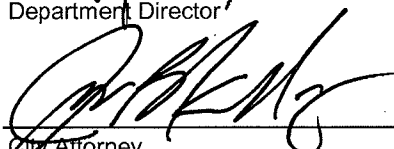
Budgeted Item ☒

Budget Adjustment Attached ☐


Department Director

05-07-12
Date

Previous Ordinance or Resolution #


City Attorney

5-7-12
Date

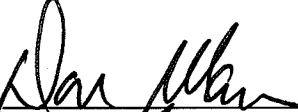
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Original Contract Number:

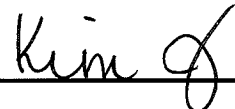

Finance and Internal Services Director

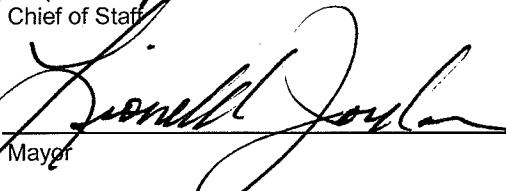
5-7-2012
Date

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Clerk's Office 05-07-12 A10:24 RCVD


Chief of Staff

5-7-12
Date




Mayor

5/7/12
Date

Received in
Mayor's Office

ENTERED
5/7/12
KJK

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

City Council Meeting of May 15, 2012

To: Mayor Jordan and City Council

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

From: Chris Brown *CB*

Date: May 7, 2012

Subject: Approval of a Resolution authorizing the settlement of the Don and Brenda Johnston Joint Revocable Trust Condemnation Case for a total of \$13,250.

PROPOSAL:

Improvements to Garland Avenue (Highway 112) are planned as part of a City of Fayetteville and Arkansas State Highway and Transportation Department (AHTD) partnering project. Our agreement with AHTD provides that the City is responsible for 50% of the construction cost, up to \$1.5 million, and all of the cost of right of way acquisition and relocation of utility facilities.

Prior to construction work by AHTD, the City and local public utilities must relocate existing utility lines out of the widening area. In order to accomplish this work, it was necessary to acquire utility easements adjacent to the right of way. City was not able to negotiate a compensation agreement with the Don and Brenda Johnston Joint Revocable Trust; therefore, the City Council authorized acquisition by condemnation at its March 6, 2012 meeting, and the City Attorney subsequently filed a complaint with the Circuit Court to acquire the necessary easement. The order of possession was received on this property after the complaint was filed and the City deposited \$6,200 with the Court as just compensation.

On May 3rd, in response to a settlement offer from Mr. Johnston, Assistant City Attorney Jason Kelley provided a settlement acceptance letter to Mr. and Mrs. Johnston in the amount of \$13,250, contingent on City Council approval.

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing settlement of the Don and Brenda Johnston Joint Revocable Trust condemnation case and authorizing an additional payment of \$7,050. This is a fair and equitable settlement to both the City and the property owners, and avoids further staff time and litigation expense on this case.

BUDGET IMPACT:

Payment of the additional amount to the Don and Brenda Johnston Joint Revocable Trust will be made from the Garland Avenue Water and Sewer Relocations project of the Transportation Bond Program. There are adequate funds available for this payment.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH DONALD AND BRENDA JOHNSTON, TRUSTEES OF THE DON AND BRENDA JOHNSTON JOINT REVOCABLE TRUST U/D/T AUGUST 12, 2000, CONCERNING CONDEMNATION LITIGATION FILED AS PART OF THE N. GARLAND AVENUE IMPROVEMENT PROJECT, IN THE TOTAL AMOUNT OF \$13,250.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Donald and Brenda Johnston, Trustees of the Don and Brenda Johnston Joint Revocable Trust u/d/t August 12, 2000, in a total amount of \$13,250.00, as full and final settlement of condemnation litigation (City of Fayetteville v. Johnston, Trustee, et al, Washington County Circuit Court Case No. CV 2012-651-4) filed as part of the N. Garland Avenue Improvement Project.

Section 2: That the City Council of the City of Fayetteville, Arkansas, in furtherance of the settlement, hereby approves payment of an additional \$7,050.00 over and above the \$6,200.00 placed on deposit with the court.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

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

May 3, 2012

Donald Johnston & Brenda Johnston
VIA Facsimile 479-521-1650

Re: City of Fayetteville v. Johnston, Trustee, et al., Wash. Co. Case No. CV 12-651-4

Dear Mr. and Mrs. Johnston:

Subject to approval of the Mayor and City Council of Fayetteville, the City accepts your settlement offer of \$13,250.00 as just compensation in the above-referenced case.

We will try to get this item on the agenda for the City Council's meeting of May 15th. Assuming we get the Mayor and City Council to approve, I will be in touch with you regarding the final paperwork and getting a check to you.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kelley", written over the word "Sincerely,".

Jason B. Kelley
Assistant City Attorney

cc: C. Brown

May 2, 2012

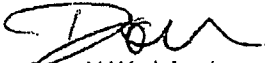
To Jason Kelley, Asst. City Attorney
Fax 5758315

I understand your math regarding going to court and I don't disagree. However I'd like to point out what would happen to the City.

Assuming that a jury settles on a value of \$13,250 as you suggest, the City will be out \$13,250 plus time and expense of a trial. That means the City will pay out \$1950 more than your current offer. And you still have the time and expense of a trial.

Here is my suggestion: lets agree on a settlement of \$13,250 and forget the trial. I need to hear from you by 2:00 pm Thursday, May 3, 2012

Sincerely,



Donald W. Johnston .

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

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

May 1, 2012

Donald Johnston & Brenda Johnston
VIA Facsimile 479-521-1650

Re: City of Fayetteville v. Johnston, Trustee, et al., Wash Co. Case No. CV 12-651-4

Dear Mr. and Mrs. Johnston:

I am afraid the City will not be able to accept your counter-offer to take \$16,425.00 as settlement of the above-referenced condemnation litigation related to the N. Garland Avenue project.

We believe our \$11,300.00 offer of settlement is fair and likely to be more than what you would receive after a trial, considering the costs and attorney's fees you would most likely incur. Your appraisal was for \$20,300.00. Our appraisal was for \$6,200.00. If a jury "splits the difference," as they often do, we would be looking at a \$13,250.00 verdict. Typically, but not always, a lawyer will charge one-third of any amount over the City's original court deposit as a contingency fee. Given the numbers I just quoted, if a jury returned a verdict of \$13,250.00, a one-third fee of the surplus would equal \$2,347.65; meaning you would realize \$10,902.35. This assumes no additional out-of-pocket costs to you. If you incur additional litigation costs, the amount you realized would, most likely, be even less.

Our \$11,300.00 offer is one that can be supported by the facts and justified to our Mayor and City Council. Subject to approval of the Mayor and City Council, we agree to offer this amount again, in hopes you will accept. This offer will expire if not accepted by Friday, May 4, 2012, at the close of business. Should you desire to accept, a quick note signed by both of you and return faxed to my office would suffice. I look forward to your positive response.

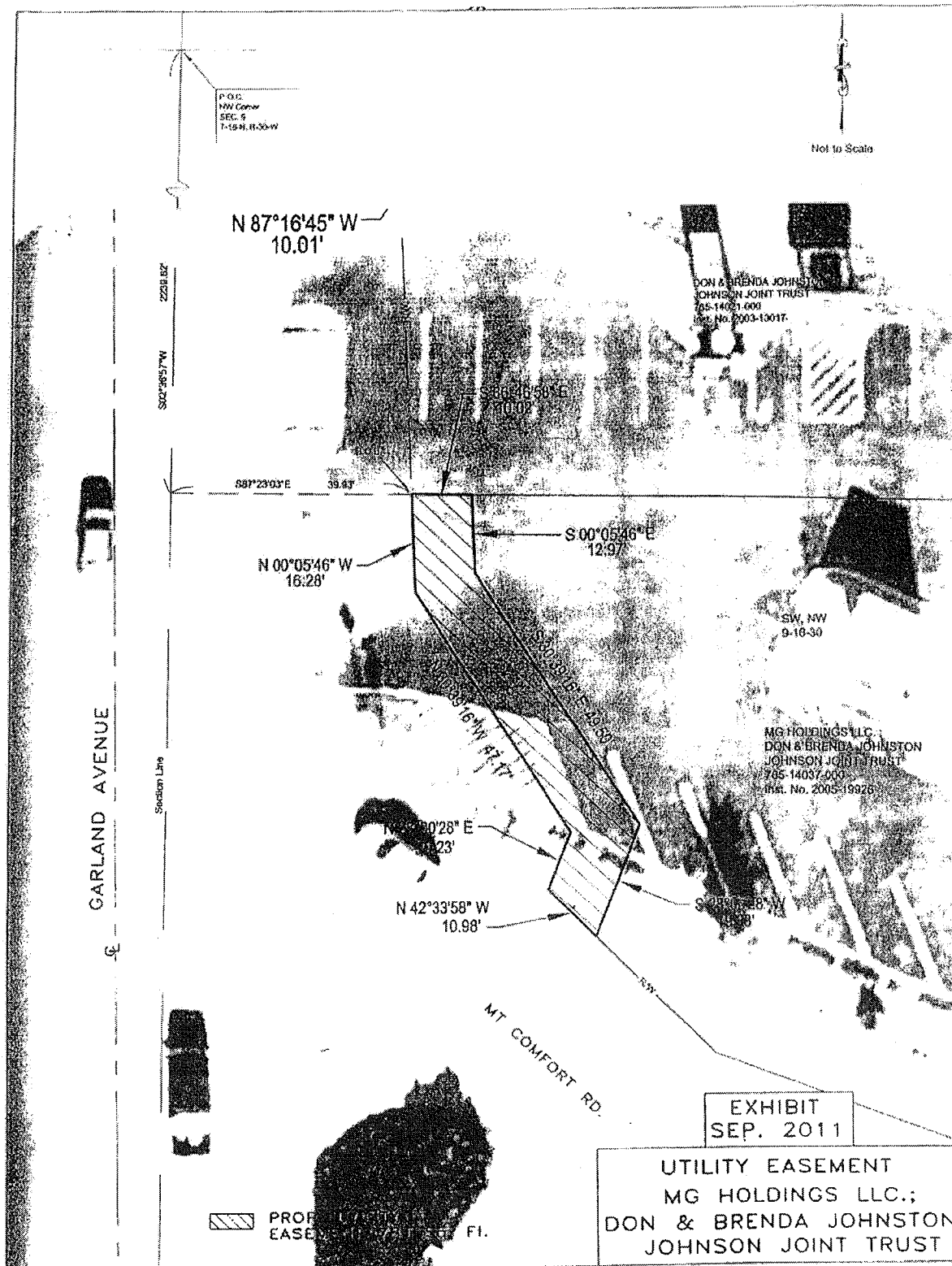
Sincerely,

A handwritten signature in black ink, appearing to read "J. B. Kelley".

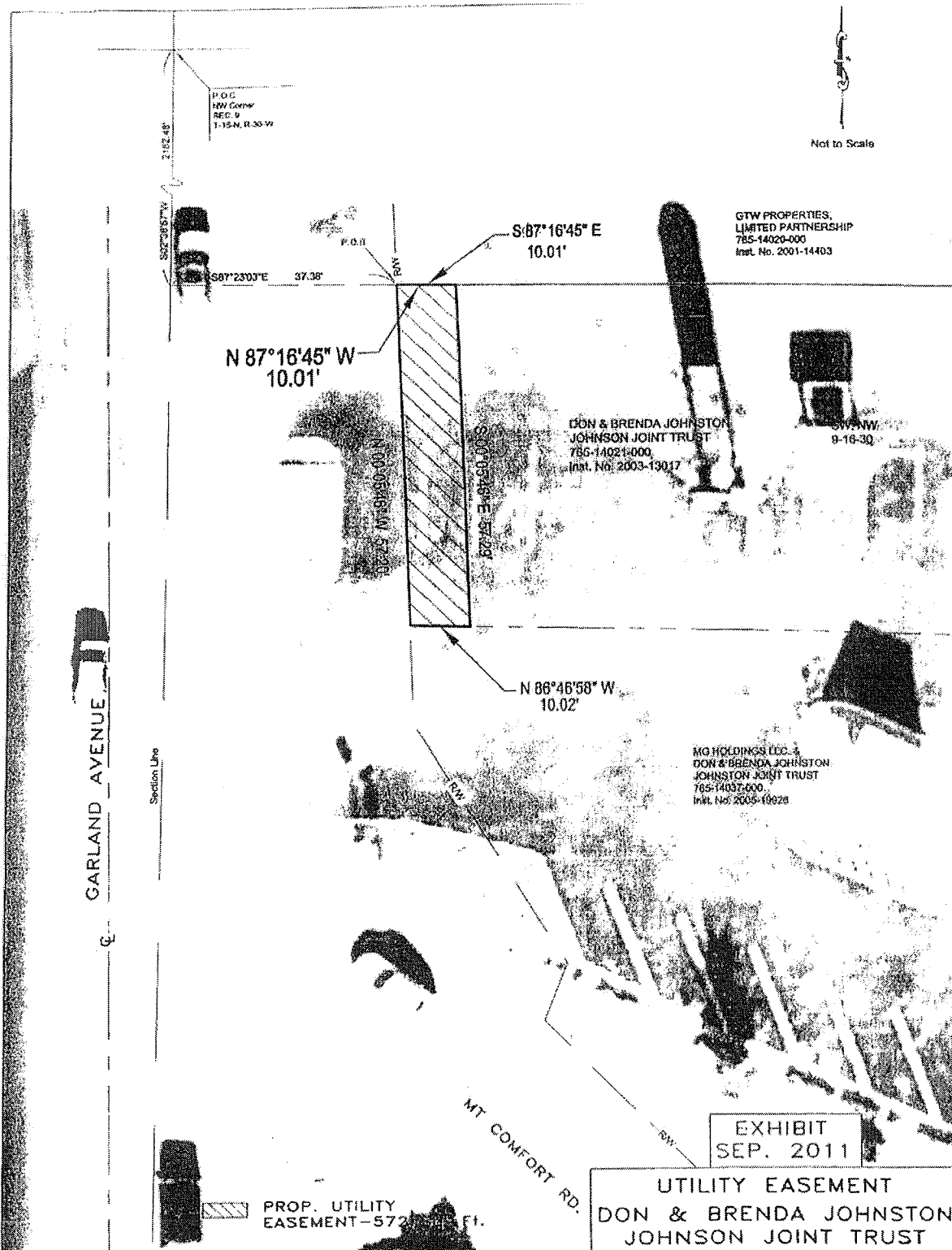
Jason B. Kelley
Assistant City Attorney

cc: C. Brown

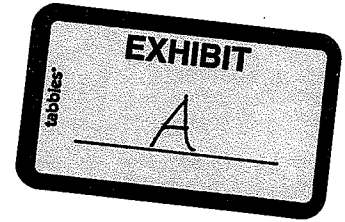
Takings Aerials
Tract E1



Tract E2



AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
RJN GROUP



THIS AGREEMENT is made as of _____, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and RJN GROUP, Inc. (hereinafter called RJN).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with development of a Wastewater Collection System Model and Master Plan. Therefore, CITY OF FAYETTEVILLE and RJN in consideration of their mutual covenants agree as follows:

RJN shall serve as CITY OF FAYETTEVILLE's professional engineering and architectural consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of RJN's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of RJN
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of RJN
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF RJN

- 2.1 General
 - 2.1.1 Perform professional services in connection with the Project as hereinafter stated.

- 2.1.1.1 The Scope of Services to be furnished by RJN during the Engineering Study is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
- 2.1.2 RJN shall coordinate their activities and services with the CITY OF FAYETTEVILLE. RJN and CITY OF FAYETTEVILLE agree that RJN has full responsibility for the engineering services.
- 2.2 Engineering Services – Wastewater Collection System Model and Master Plan.
- 2.2.1 Perform engineering services as described in the Scope of Services in Appendix A.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of RJN

- 3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.2 Assist RJN by placing at RJN's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.3 Assist RJN in obtaining access to property reasonably necessary for RJN to perform its services under this Agreement.
- 3.4 Examine all studies, reports, and other documents presented by RJN and render in writing decisions pertaining thereto.
- 3.5 The Utilities Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

- 3.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to RJN in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. RJN will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO RJN

- 5.1 Compensation

- 5.1.1 Wastewater Collection System Model and Master Plan

The maximum not-to-exceed amount authorized for this Agreement is **\$499,595**. The CITY OF FAYETTEVILLE shall compensate RJN based on a Unit Price or Lump Sum basis as described in Appendices A and B.

- 5.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should RJN establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.
- 5.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with RJN's normal billing schedule. Once established,

the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by RJN and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on RJN's percent completion of the project.

5.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of RJN's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise RJN in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, RJN shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by RJN to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against RJN or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, RJN will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

RJN will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and RJN waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of RJN's services.

6.2 Professional Responsibility

6.2.1 RJN will exercise reasonable skill, care, and diligence in the performance of RJN's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to RJN any defects or suspected defects in RJN's services of which CITY OF FAYETTEVILLE becomes aware, so that RJN can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of RJN

6.3 Cost Opinions and Projections

Cost opinions and projections prepared by RJN relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on RJN's experience, qualifications, and judgment as a design professional. Since RJN has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, RJN does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by RJN

6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of RJN's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of RJN

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that RJN is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
- 6.5.3.2 Any payment due to RJN at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of RJN's default.
- 6.5.4 If termination for default is effected by RJN, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to RJN for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by RJN relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, RJN shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by RJN in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of RJN to fulfill contractual obligations, it is determined that RJN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

In the event the services of RJN are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond RJN's reasonable control, RJN shall be entitled to additional compensation and time for reasonable costs incurred by RJN in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

RJN's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and RJN which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or RJN in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give RJN written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and RJN shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of RJN and the Mayor of CITY OF FAYETTEVILLE or his

designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to RJN for services rendered by RJN.

6.10 Publications

Recognizing the importance of professional development on the part of RJN's employees and the importance of RJN's public relations, RJN may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to RJN's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to RJN. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of RJN's activities pertaining to any such publication shall be for RJN's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and RJN from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Computer Models. RJN may use or modify RJN'S proprietary computer models in service of CITY OF FAYETTEVILLE under this agreement, or RJN may develop computer models during RJN's service to CITY OF OFAYETTEVILLE under this agreement. Such use, modification, or development by RJN does not constitute a license to CITY OF FAYETTEVILLE to use or modify RJN's computer models. Said proprietary computer models shall remain the sole property of RJN. CITY OF FAYETTEVILLE and RJN will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use RJN's computer models. The InfoWorks computer system model developed during this update will be delivered to the CITY of FAYETTEVILLE at the end of the Project. Two days of training on the modeling software will also be provided.

6.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, computer models and related data, and data are and remain the property of CITY OF FAYETTEVILLE. RJN may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications and other hard copy or electronic media prepared by RJN as part of the Services shall become the property of CITY OF FAYETTEVILLE when RJN has been compensated for all Services rendered, provided, however, that RJN shall have the unrestricted right to their use. RJN shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of RJN

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. RJN makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Mountain Street
Fayetteville, Arkansas 72701

RJN GROUP's address:

12160 Abrams, Suite 400
Dallas, TX 75243

6.14 Successor and Assigns

CITY OF FAYETTEVILLE and RJN each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor RJN shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

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

6.16 Entire Agreement

This Agreement represents the entire Agreement between RJN and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to RJN a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by RJN, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of RJN

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve RJN of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 RJN shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by RJN's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

- 7.1.3 RJN's obligations under this clause are in addition to RJN's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against RJN for faulty materials, equipment, or work.

7.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and RJN arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

- 7.3.1 RJN shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. RJN shall also maintain the financial information and data used by RJN in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. RJN will provide proper facilities for such access and inspection.

- 7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

- 7.3.3 This right of access clause (with respect to financial records) applies to:

- 7.3.3.1 Negotiated prime agreements:

- 7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of RJN;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

RJN warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by RJN for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that RJN or any of RJN's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to RJN terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against RJN as it could pursue in the event of a breach of the Agreement by RJN. As a penalty, in addition to any other damages to

which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs RJN incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, RJN 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, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and RJN, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

RJN GROUP, INC.

By : _____
Lioneld Jordan, Mayor

By: *Hugh M. Helms*

ATTEST:

By: _____
Sondra Smity, City Clerk

Title: Vice President

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

ATTACHMENT A

SCOPE OF SERVICES

CITY OF FAYETTEVILLE

MASTER PLAN UPDATE

The wastewater system contains over 540 miles of main sewer and two WWTPs and serves over 80,000 customers.

In 1996 the City of Fayetteville entered into contract with CH2MHill and RJN Group Inc. to complete a Collection System Master Plan and Facility Plan for the wastewater system in the City. The MASTER PLAN resulted in a recommended plan to eliminate wet weather overflows and bring the system into compliance with USEPA and ADEQ regulations. The Plan included construction of a new WWTP in the Illinois River Watershed, upgrading the existing Nolan WWTP in the White River Watershed as well as construction of new pipelines and lift stations to convey wastewater flow to the two WWTPs. The plan also recommended the abandonment of several lift stations within the City. The recommendations in the Plan were implemented through the WSIP which was mainly completed by 2008.

The changes made in the system as part of the WSIP resulted in the hydraulic model developed in 1996 to now be outdated and does not provide the CITY the ability to evaluate the impact of new developments on the capacity of the collection and treatment system. This Master Plan Update Project will update the CITY'S hydraulic model to reflect the current conditions and will also evaluate the impact of future growth within the CITY'S Service Area. The hydraulic model will be provided to the City as part of the deliverables of the project.

RJN Group, Inc.'s responsibilities include field services, analysis, reporting and assistance to the CITY OF FAYETTEVILLE updating the Wastewater Collection System Master Plan Update as describe below:

1. PROJECT ADMINISTRATION AND MANAGEMENT:

A. PROJECT ADMINISTRATION:

Prepare final schedule of work activities.

Meet with CITY OF FAYETTEVILLE staff on a periodic basis, to update previous investigative work, to coordinate upcoming work, and to receive any input from staff. Written documentation of each meeting will be provided. A total of four meetings are anticipated.

Perform general consultation with appointed CITY OF FAYETTEVILLE representative on an as-needed basis. Provide general overview opportunities for CITY OF FAYETTEVILLE personnel for observing regularly scheduled field inspection and testing activities.

Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

B. DATA MANAGEMENT

Obtain existing information provided by CITY OF FAYETTEVILLE including maps, flow and rainfall records, facility as-built drawing, pump curves, overflow occurrence records, CIP status and other pertinent information. CITY OF FAYETTEVILLE will provide ArcView shape files of the wastewater system and all relevant reports and appendices necessary to prepare the MASTER PLAN UPDATE. It is anticipated that CITY OF FAYETTEVILLE will provide RJN detailed winter water usage data by service address. It is also anticipated that the service addresses will readily match with geo-referenced address contained in the CITY OF FAYETTEVILLE GIS database.

C. WORKSHOP

A Workshop will be conducted with the CITY OF FAYETTEVILLE staff to establish the methodologies for updating the MASTER PLAN document. Additional workshops will also be used to establish the criteria and assumptions needed to perform the monitoring program, construct the hydraulic model, calibrate the model, and develop any improvement alternatives. The workshop is expected to cover:

- Goals and purpose for the selected monitoring locations
- Modeling criteria such as population estimates, loading estimates, dry and weather calibration methodologies, model construction, model integration, land use estimates, etc.
- Improvement alternatives based on design storm and model run strategies
- A total of three workshops are anticipated. These will occur at the milestones of the following:
 1. Model Development
 2. Model Calibration
 3. Alternative Evaluation

2. FLOW MONITORING

The flow monitoring program is intended to collect both dry and wet weather flows for a 60 day period. The CITY'S existing permanent flow meter will be utilized during the project and will be serviced and calibrated by RJN on a regular basis. The CITY'S permanent meters will be supplemented by 20 RJN owned temporary flow meters.

A. SITE INVESTIGATION FOR TEMPORARY METERS

Review the collection system maps, operational information for the collection system, and the proposed hydraulic model network to select strategic flow monitoring locations. Flow site locations from the previous flow study will be considered and adjusted, as necessary, to enable an evaluation of rehab effectiveness, determine existing flow characteristics and calibrate the hydraulic model.

Prepare and submit to CITY OF FAYETTEVILLE staff a map that shows the proposed flow monitoring sites.

B. METER INSTALLATION

Prepare flow metering equipment for field installation conducting a series of performance and calibration tests to verify equipment meets operating standards. Inspect the key monitoring locations to determine their suitability for installation of the equipment. If a location is identified as being unsuitable, then alternative sites will be identified and evaluated to determine their suitability for installing the selected equipment.

A sixty (60) day monitoring period is predicated on obtaining sufficient dry and wet weather conditions that include at least four (4) storm events of varying rainfall intensities in order to adequately calibrate the hydraulic model. 22 meters (2 City meters and 20 RJN meters) are assumed in the cost proposal.

C. METER MAINTENANCE

Maintain the temporary flow meters over the monitoring period to achieve at least a 90% uptime requirement. Routine service visits shall be performed on a bi-weekly basis to include in-situ depth and velocity confirmations, downloading recorded data, onsite analysis of the data, cleaning of the sensors, and replacing any defective or deficient equipment. In the event telemetry is used, data shall be downloaded and evaluated on a weekly basis. Data shall be reviewed within 24 hours of collection and field technicians will be dispatched no later than the following working day to correct any issues identified. If any issues are noted with the CITY'S permanent meters between RJN's regularly scheduled site visits, RJN will notify the CITY in order for their staff to service the meter(s).

D. METER REMOVAL (TEMPORARY METERS)

In the event the dry and wet weather criteria have been met by the end of the scheduled monitoring period, recommend the removal of flow meters. If the criteria has not been observed during the scheduled monitoring period, advise CITY OF FAYETTEVILLE to consider extending the monitoring period.

E. RAINFALL MONITORING

Acquire access to the existing CITY OF FAYETTEVILLE rain gauges and install up to ten (10) supplemental gauges with 0.01 inch accuracy to satisfy coverage requirements. Service rain gauges to obtain a continuous record of rainfall conditions during the monitoring period.

F. FLOW ANALYSIS AND REPORTS

- 1) Edit raw data and develop final calibrated flow data for flow meters.
- 2) Develop depth, velocity and quantity hydrographs for dry and wet weather flow conditions.
- 3) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.

- 4) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations.
- 5) Determine peak infiltration rates during high groundwater conditions, if possible.
- 6) Provide final calibrated flow meter data and flow components in a flow monitoring Technical Memorandum.

3. DEVELOPMENT OF FUTURE FLOWS

The 1997 MASTER PLAN was based on population data and flows developed by CH2MHill and RJN Group Inc from data collected from the CITY and the Northwest Arkansas Planning Commission. The Plan looked at two scenarios which were for the Year 2020 and for ultimate build out of the 1996 planning area. The Master Plan update will evaluate the service area population growth to 115,000 and also reevaluate the ultimate buildout based on zoning and other land use changes that have occurred since 1996. The hydraulic analysis will also utilize the wastewater flows collected in Task 2 to evaluate rehabilitation efforts since 1996. Specific tasks are as follows:

- a. Review existing sewer service boundaries and compare to current aerial maps to determine area acceptable for future development.
- b. Interview CITY OF FAYETTEVILLE staff to determine plans for serving future developing areas.
- c. Obtain and review existing population data and future population projections from the Northwest Arkansas Planning Commission..
- d. Review City of Fayetteville zoning and land use mapping for identified undeveloped areas.
- e. Develop full build out population projections and estimated wastewater flows based on current flow monitoring data and compare to projects contained in the 1997 Master Plan Report.

The development of future flows will allow the system to be modeled and alternatives evaluated for full build out conditions.

4. HYDRAULIC MODEL UPDATE

The existing hydraulic model currently contains a hydraulic network for line segments constructed prior to 1996 in the SWMM XP model. The SWMM model data will be imported into the InfoWorks CS model software and will be updated to include sewer segments constructed since 1996. For all sewer segments 10 inches in diameter and larger as well as critical 6 and 8 inch diameter sewers, invert and rim elevations will be obtained from the existing model or from existing record drawings. For the remaining non critical 6 and 8 inch diameter lines, the rim and invert elevations will be estimated utilizing the topographical data provided to RJN by the CITY. Specific task are as follows:

- a. Import existing model to the InfoWorks model software.
- b. Obtain record drawings of all 10 inch diameter and larger sewers as well as smaller diameter critical sewers constructed since 1996. Obtain invert elevations, diameters, and length data and input to model database.

- c. Conduct field surveys of selected sewer segments to verify or resolve any elevation discrepancies. A total of five (5) days of survey time is included in the cost estimate.
- d. Obtain and review record drawings of all flow equalization basins and input into model database.
- e. Obtain and review record drawings for lift stations and associated force mains and pump curves for major lift stations and input into model database. A total of 12 major pump stations are anticipated
- f. Redefine any sub-basin or catchment boundaries as needed due to system changes.
- g. Review profiles of all sewer lines and check for continuity and accuracy of model geometry.
- h. Perform visual field inspections as needed to resolve data conflicts.
- i. Recommend additional survey information as required, to ensure model integrity
- j. Update population and land use data to reflect current conditions.

5. MODEL CALIBRATION

The updated model will be calibrated for wet and dry conditions based on flow data from the flow monitoring task. Specific tasks will include:

- a. Select dry weather period from flow data
- b. Develop dry weather flow unit equivalents.
- c. Calibrate model to dry weather weekday and weekend conditions.
- d. Select three storm events with varying rainfall intensities that ideally do not result in overflows in the collection system.
- e. Calibrate model based on selected storm events.

The model will be calibrated by adjusting various parameters in the model until the model flows match the depth, velocity, and flow recorded by the flow meters. Where the model data can not be adjusted within acceptable parameters to match monitored conditions, field investigations may be preformed to evaluate actual system performance.

6. HYDRAULIC CAPACITY ANALYSIS

- a. Using the calibrated computer model, RJN shall perform a system analysis for existing dry weather conditions. Normal wastewater production and dry weather infiltration flow components versus available pipe capacity will be analyzed to determine if any potential dry weather hydraulic capacity problems currently exist.
- b. RJN will consult with the CITY to select a Design Storm Event to evaluate the collection system capacity for wet weather conditions. It is anticipated that the same design storm utilized for the WSIP (5-year/24-hour storm event with 2-year/60-minute peak intensity) will be utilized in this Update.

- c. Using the selected design storm event, RJN shall perform a system hydraulic analysis under existing population conditions to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- d. Using the selected design storm event, the RJN shall perform a system hydraulic analysis under a future service area population condition of 115,000 to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- e. Using the selected design storm event, the RJN shall perform a system hydraulic analysis under ultimate buildout condition to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- f. Utilizing the model for the selected design storm event RJN will estimate the average daily flow and peak hour and peak day flows for each of the WWTP for the two population scenarios described above.

7. MASTER PLAN UPDATE

The MASTER PLAN UPDATE consists of several tasks to evaluate the existing system performance and develop any necessary improvement alternatives to transport the projected flows for the scenarios described above. The tasks associated with the MASTER PLAN UPDATE will include:

- a. Effectiveness of rehabilitation efforts to date and level of actual I/I reduction.
- b. Prioritization of each monitored area for future SSES and rehabilitation efforts.
- c. Any necessary capacity improvements for full conveyance to the WWTPs.
- d. Peak flow management to downsize, defer or eliminate full conveyance alternative. These may include:
 - additional system storage
 - flow diversion/rerouting
 - I/I reduction
 - combination of alternatives
- e. Peak wastewater flows to each WWTP
- f. Develop MASTER PLAN UPDATE CIP.
- g. A draft report will be prepared and 5 copies submitted to the CITY OF FAYETTEVILLE. The report will include a summary of each task performed and include appendices of all relevant information. After review by the CITY OF FAYETTEVILLE staff, comments will be incorporated into a final report and 10 copies will be submitted to CITY OF FAYETTEVILLE.

8. HYDRAULIC MODEL

The InfoWorks CS model developed during this update will be delivered to the CITY of FAYETTEVILLE at the end of the Project. Two days of training on the modeling software will also be provided.

In signing this Agreement, the CITY OF FAYETTEVILLE grants RJN Group Inc. specific authorization to proceed under this Agreement. The draft MASTER PLAN UPDATE Report shall be submitted no later than January 31, 2013. The CITY OF FAYETTEVILLE will be kept informed if the schedule will not be met. RJN shall submit a detailed project schedule within two (2) weeks of the Notice to Proceed.

ATTACHMENT B COMPENSATION

CITY OF FAYETTEVILLE MASTER PLAN UPDATE

In consideration of the services to be performed under this Agreement, R/JN GROUP, INC. shall be paid as per the following compensation schedule:

TASK DESCRIPTION	Units	Unit Rate \$	Total Cost \$
1. PROJECT ADMINISTRATION AND MANAGEMENT			
A. Project Administration	LS	20,937.00	20,937
B. Data Management	LS	3,758.00	3,758
C. Workshops	LS	15,310.00	15,310
SUBTOTAL			40,005
2. FLOW MONITORING			
A. Site Investigation / Selection	20 meters	444.95	8,919
B. Meter Installation	22 meters	691.82	15,220
C./D. Meter Maintenance / Removal (60 days)	2400 meter-days	31.87	76,495
E. Rainfall Monitoring	10 gauges	840.04	8,404
F. Flow Editing/Analysis / Report	LS	58,072.00	58,072
SUBTOTAL			167,110
3. DEVELOPMENT OF FUTURE FLOWS	LS	10,278.00	10,278
4. HYDRAULIC MODEL UPDATE	LS	49,412.00	49,412
5. MODEL CALIBRATION	LS	64,320.00	64,320
6. HYDRAULIC CAPACITY ANALYSIS	LS	63,350.00	63,350
7. MASTER PLAN UPDATE / REPORT	LS	49,360.00	49,360
8. HYDRAULIC MODEL	LS	55,760.00	55,760
SUBTOTAL			292,480
TOTAL			499,595

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
May 1, 2012**

A meeting of the Fayetteville City Council was held on May 1, 2012 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, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan recognized Alannah Massey and the Spring International Students from the University of Arkansas.

Municipal Clerk's Week Proclamation

Mayor Jordan read the proclamation and presented it to City Clerk Sondra Smith.

Alderman Ferrell stated anyone that has ever had anything to do with the City or if you have ran for public office that is when you will realize how important the City Clerk and their staff is. He thanked Sondra Smith and her staff.

City Council Meeting Presentations, Reports and Discussion Items:

1st Quarter Financial Report 2012

Paul Becker, Finance Director gave the report to the Council.

Agenda Additions: None

Consent:

Approval of the April 3, 2012 and April 17, 2012 City Council meeting minutes.

Approved

McClelland Consulting Engineers, Inc. Task Order No. 8: A resolution to approve Task Order No. 8 with McClelland Consulting Engineers, Inc. in the amount of \$18,000.00 for plans, bidding service, and construction administration of the Airfield Pavement Rehabilitation and Striping Phase II Project and to approve a budget adjustment of \$18,000.00.

Resolution 84-12 as recorded in the office of the City Clerk.

David and Susan Druding Settlement Agreement: A resolution approving a settlement agreement with David and Susan Druding, concerning condemnation litigation filed as part of the Cato Springs Road Improvement Project, in the total amount of \$15,000.00.

Resolution 85-12 as recorded in the office of the City Clerk.

Bid #12-25 Goodwin & Goodwin, Inc.: A resolution to approve a contract for relocation of water and sewer mains along Garland Avenue with the low bidder, Goodwin & Goodwin, Inc. in the amount of \$1,575,497.00 with a project contingency of \$78,775.00 and to approve a budget adjustment.

Resolution 86-12 as recorded in the office of the City Clerk.

Alderman Boudreaux moved to approve the Consent Agenda as read. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

Amend §34.27 Sale of Municipally Owned Real Property: An ordinance to repeal §34.27 of the Code of Fayetteville and to enact a replacement §34.27 Sale of Municipally Owned Real Property of the Code of Fayetteville. ***This ordinance was left on the Second Reading at the April 17, 2012 City Council meeting.***

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Lewis seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Boudreaux stated this has been through Ordinance Review and we made some changes to the original proposal. We felt like it made it more consistent with our other ordinances regarding notification time periods.

Fran Alexander, resident of Fox Hunter Road pointed out differences in the new ordinance from the original. She stated if you pass this tonight you are passing something that says there is no appraisals necessary.

Alderman Boudreaux: It says we can request an appraisal.

Fran Alexander: Yes I know but I should point out that you all are not who is always going to sit here. This was written originally because of problems that happened. I think appraisals on both sides are pretty important. She continued to express her concerns.

Alderman Lewis: This allows more flexibility. What we changed in Ordinance Review is that the Council can still request an appraisal if it seemed appropriate. I would like an explanation of the difference in the city may sell or the city may offer to sell.

City Attorney Kit Williams clarified what it meant for the City to sell and gave past examples. He stated that the changes the Ordinance Review Committee made have covered any kind of issues that were presented in the first place, but made it much more workable. It has also made it where the City Council has the authority to consider something besides just dollars when it comes to selling property.

Alderman Lewis: So can you clarify for me, what the difference is in the decision points between the words offer for sale and sell. The Council would have to give approval for the Mayor to sign and offers would have already been made before it comes to the Council.

City Attorney Kit Williams: It could very well be and then you could decide if you want to accept that offer. This allows you to not have to have two separate Council meetings: one to offer to sell and one to approve the sale.

Alderman Ferrell: Kit what would you say we are talking about in time if the scenario came where we wanted to sell a piece of property if it says may offer as opposed to may sell?

City Attorney Kit Williams briefly explained the sale process.

Alderman Ferrell: There really wasn't a lot of difference between it if it looked like it was going to go forward.

Alderman Lewis: It seems like the community should have a chance to decide if it should even go up for sale and then we could go from there.

Alderman Petty: I think appraisals are an important tool for keeping things fair and it makes me wonder if this ordinance wouldn't be stronger if we required appraisals for transaction amounts of \$20,000 or more.

Alderman Petty moved to amend the ordinance to get appraisals for any property sale over \$20,000. Alderman Adams seconded the motion.

City Attorney Kit Williams: There are different bidding rules for items under \$20,000. It doesn't mean that if there is a contract, that comes before you for \$19,000, that it doesn't come to the City Council. You still have to authorize the Mayor to sign it. There are different bidding rules under the State Law.

Alderman Petty: We would expect the Council to normally require an appraisal during a real estate agreement but this is just putting it in stone.

Alderman Boudreaux: In response to the motion as far as setting a value on it you have to know what it is worth, you are going to have to have an appraisal to know if it's worth \$20,000.

Alderman Petty: I think in this scenario someone would be coming to us with a request and the Council would be considering the sale.

Alderman Boudreaux: In that case we would probably ask for an appraisal. I won't support that because the Council can determine whether or not an appraisal needs to be made. I think this still gives us that safety net.

Alderman Tennant: Matthew's motion adds consistency to what happens but my question is ten years from now if you are not the Mayor, and another Mayor is here and sees a small valued property and wants to push it through quickly without anybody really dealing with it, what is the safety net that you are saying that would keep that from happening?

City Attorney Kit Williams: Obviously there is no safety net because the City Council can change the ordinances anytime they want to. State law says that the City Council can sell the property. There are duties of the City Council to be good conservators of the City property and finances. Kit gave past examples and pointed out the disadvantages of requiring an appraisal.

Alderman Tennant: So if there is a patch of dirt in East Fayetteville that we know is not worth very much money but whoever owns it says it's worth \$30,000, his motion would then kick in and we would have to get an appraisal on it.

City Attorney Kit Williams: Yes, if you wanted to sell it.

Mayor Jordan: But you would still have that option with or without this motion.

Alderman Ferrell: I would not be in support of mandating that we have to do the appraisal as opposed to letting it be an elective process by the Council.

Fran Alexander stated I don't understand why you do not see the value in the situation being different, than when you are sitting here and you are the Council that is going to decide whether it is appraised or not. She continued to express her concerns.

Alderman Petty: I think it is a good idea to have something that kicks in at a certain amount and \$20,000 is a good threshold.

Upon roll call the motion failed 3-5. Alderman Kinion, Petty and Adams voting yes. Alderman Boudreaux, Tennant, Ferrell, Lewis and Gray voting no.

Alderman Lewis stated we should be a part of the discussion of whether or not it should even be available. There should be a chance for us to approve that it is sold for whatever the final offer is.

City Attorney Kit Williams: Do you mean that you want to have two City Council meetings before you make any sale?

Alderman Lewis: Yes.

Alderman Ferrell: Couldn't we accomplish that by just changing that from may sell to may offer? If you change it to may offer I will second your amendment.

Alderman Lewis moved to amend the ordinance to the language that says may sell to may offer for sale. Alderman Ferrell seconded the motion. Alderman Ferrell later withdrew his second and the motion was amended.

City Attorney Kit Williams: If the City Council passes a resolution to offer to sell a piece of property for a set amount of money, if it's accepted it's a contract and you have to sell.

Alderman Lewis: I am envisioning this situation that if we have a piece of property and we want to open it up for sale then this Council should decide that, even if there is no one else who has made an offer to us.

City Attorney Kit Williams: Yes, the City Council has complete authority when it comes to the real property. He continued to explain how it would be done.

A discussion followed on what the original ordinance said and what the proposed ordinance means as well as how an offer would be handled.

Alderman Boudreaux: How is that different that using Section A of the current ordinance. Why not just go back to the way it is originally worded rather than trying to come up with a new one?

Alderman Lewis: It makes me nervous that the City would decide that a surplus land is for sale without having a Council meeting.

A discussion followed on proposed changes to the ordinance.

Alderman Ferrell: The more I think about it, one of the things that was throwing us off was when Kit said a set price. The way I was initially thinking about it was there wouldn't be a set price, we would just offer it. When we go back and think about what Kit said, we don't have to act on the resolution, we can wait. I am going to withdraw my second. I think we can live with that first part without amending that.

Alderman Lewis: It's important for this Council to discuss at a public forum whether or not to consider to sell surplus city property.

Alderman Adams: That is what it says in the original and that is what you are saying.

Alderman Lewis: I move to leave the old section A in the proposed ordinance.

Alderman Lewis moved to amend her amendment to add Section A of the current ordinance to the proposed ordinance. There was no second to the motion. The motion failed for lack of a second.

Alderman Boudreaux: I do not think the situation we were in at one time would ever happen again because of the way this ordinance is written. We did not have this in place when that happened. I will support this.

Alderman Ferrell: In reference to what Sarah said about public disclosure, I think everybody is all for it. On the other side the public elects us and has confidence in us to try and make the best decisions we can for the City. You have to weigh both of those things when you think about this.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-1. Alderman Lewis voting no.

Ordinance 5497 as Recorded in the office of the City

Public Hearing:

Dryve, Inc.: A resolution to approve the application of Dryve, Inc. for a certificate of public convenience and necessity to operate a limousine service.

Mayor Jordan opened the Public Hearing.

Police Chief Greg Tabor gave a brief description of the resolution.

Thomas Censullo, resident of 1134 S. Washington and President of Dryve, Inc. gave a brief description of his company.

Alderman Ferrell asked what kind of limo are you starting with.

Thomas Censullo gave a description of the limo's they would be driving.

City Attorney Kit Williams: I would like to suggest an amendment at the very end of section 1 for up to four limousines.

Thomas Censullo: Our long term plan is for up to four.

Mayor Jordan closed the public hearing.

Alderman Ferrell moved to amend the resolution to state up to four (4) limousines. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

Alderman Ferrell moved to approve the resolution. Alderman Adams seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 87-12 as recorded in the office of the City Clerk.

New Business:

Sourcegas Arkansas Inc.: A resolution authorizing transfer of a natural gas easement on city property adjacent to Highway 16 to Sourcegas Arkansas Inc. as part of the Highway 16 Improvement Project.

Chris Brown, City Engineer gave a brief description of the resolution.

Alderman Adams moved to approve the resolution. Alderman Boudreaux seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 88-12 as recorded in the office of the City Clerk.

Mayor Jordan: We were going to move the street name changes up one or two.

City Attorney Kit Williams: We could suspend the rules and move the street names up if you want to.

Alderman Kinion moved to amend the agenda and move D.4. Street Name Change - Bulldog Boulevard to D.2. and have D.3. Street Name Change – Stadium Drive immediately following it on the agenda. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

Street Name Change – Bulldog Boulevard: A resolution to change the name of portions of Stone Street and Clinton Drive to Bulldog Boulevard.

Greg Mitchell, GIS Coordinator gave a brief description of the resolution.

Nancy Allen, Ward 2 resident spoke in favor of the resolution and stated it would be a nice thing to do.

Susan Hyell, representing Fayetteville Public Schools spoke in favor of the resolution and stated I appreciate everything you do for the school system.

Alderman Tennant: I think this is a good idea and this will add to the presence that the purple dogs have.

Alderman Ferrell moved to approve the resolution. Alderman Boudreaux seconded the motion.

Mayor Jordan stated this is a wonderful thing and we have a good partnership with Fayetteville Public Schools. I want to thank you all for the friendship that you have given me.

Upon roll call the resolution passed unanimously.

Resolution 91-12 as recorded in the office of the City Clerk.

Street Name Change – Stadium Drive: A resolution to change the name of a portion of South Garland Avenue and all of Paris Avenue to Stadium Drive.

Greg Mitchell gave a brief description of the resolution.

Mike Johnson, representing the University of Arkansas stated I think this name change is going to make that whole area a lot nicer and easier for people to find their way. He spoke in favor of the resolution.

Alderman Tennant: I think this will make it easier for people and it makes sense.

Mayor Jordan thanked the University of Arkansas for their great partnership.

Alderman Adams complimented Greg Mitchell on the great job he did explaining the resolutions.

Alderman Tennant moved to approve the resolution. Alderman Ferrell seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 90-12 as recorded in the office of the City Clerk.

Fayetteville Police Department Policies: A resolution approving Fayetteville Police Department Policies 1.2.1 Limits of Authority, 1.3.1 Use of Force, 12.1.1 Direction, 12.2.1 Policies, Procedures and Rules Development and Review Procedures, 26.1.2 Harassment and Discrimination in the Workplace, 41.1.1 Patrol, 42.1.1 Criminal Investigations, 41.2.11 Use of Department Vehicles, 44.1.1 Juvenile Operations, 61.1 Traffic Enforcement, 6.1.11 DWI, DUI, and 61.3 Traffic Direction and Control.

Police Chief Greg Tabor gave a brief description of the resolution.

Alderman Lewis: What is your goal for the certification?

Police Chief Greg Tabor: We have a mock assessment set up for July 8 and 9. That is where people from CALEA come in and run through the accreditation, it is a trial and they point out what you still need to do. The real thing is scheduled for November of this year where you either become accredited or you do not.

Alderman Ferrell moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 7-0. Alderman Petty was absent during the vote.

Resolution 89-12 as recorded in the office of the City Clerk.

Repeal & Replace §178.04 Outdoor Mobile Vendors: An ordinance repealing and replacing §178.04 Outdoor Mobile Vendors Located on Private Property of the Code of Fayetteville to provide for a variance procedure.

City Attorney Kit Williams read the ordinance.

Alderman Kinion stated it is evident that we have some vendors, that add to the character of our City, that are in need of some help in order to keep their mobile merchant establishments in an area more than the restricted days that we have currently. He listed various locations this would apply to.

Alderman Boudreaux: I think this is a good opportunity for something different and unique.

Alderman Lewis: I would like to thank Mark for thinking of it.

Alderman Ferrell: I would too.

Alderman Ferrell moved to suspend the rules and go to the second reading. Alderman Lewis seconded the motion.

Cynthia Morris, the landlord of the Yacht Club on College briefly explained improvements that will be done to the area. She stated we want this to be top quality.

Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell moved to suspend the rules and go to the third and final reading. Alderman Adams seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Petty: There is more to do to increase the food vendor economy in Fayetteville right now because they have to rely on an extension with a conditional use permit. It's really not the kind of guarantee that a potential vendor needs in order to get into the business so we are working on a more comprehensive ordinance that addresses the issues that come up whenever you start to issue permits with a longer time frame.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5498 as Recorded in the office of the City

Announcements:

Adjournment: 7:30 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda 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 May 15, 2012

A meeting of the Fayetteville City Council will be held on May 15, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the May 1, 2012 City Council meeting minutes.
2. **Bid #12-33 Center Point Contractors, Inc.:** A resolution awarding Bid #12-33 and authorizing a contract with Center Point Contractors, Inc. in the amount of \$37,410.00 for the construction of St. Joseph Park, approving a ten percent (10%) project contingency, and approving a budget adjustment of \$14,361.00.
3. **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$2,900.00 representing donation revenue to the Fayetteville Police Department in support of officer service awards.

4. **State and Federal Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$43,366.00 representing state and federal law enforcement forfeiture revenue received during the first quarter of 2012 and authorizing expenditures therefrom.
5. **McClelland Consulting Engineers, Inc. Task Order No. 9:** A resolution to approve Task Order No. 9 with McClelland Consulting Engineers, Inc. in the amount of \$32,504.00 for plans and specifications, construction administration and record drawings of the Executive Hangar Office Addition Project and to approve a budget adjustment of \$32,504.00.
6. **2012 Community Development Block Grant Award:** A resolution approving a budget adjustment recognizing the actual amount of the 2012 Community Development Block Grant award from the U.S. Department of Housing and Urban Development.
7. **The Spirits Shop, Inc.:** A resolution approving a settlement agreement with The Spirits Shop, Inc., concerning condemnation litigation filed as part of the N. Garland Avenue Improvement Project, in the total amount of \$16,900.00.
8. **Bid #12-34 David's Fire Equipment:** A resolution to award Bid #12-34 to purchase two thermal imagers from David's Fire Equipment in the amount of \$20,400.00 plus sales tax for the Fayetteville Fire Department.
9. **Bid #12-39 Benchmark Construction of NWA, Inc.:** A resolution awarding Bid #12-39 and authorizing a contract with Benchmark Construction of NWA, Inc. in the amount of \$407,560.07 for the construction and installation of a concrete pad at the solid waste and recycling facility, approving a ten percent (10%) project contingency, and approving a budget adjustment.
10. **Water and Sewer Relocation AHTD Utility Agreement:** A resolution approving a cost-share agreement with the Arkansas State Highway and Transportation Commission for the construction of water and sewer relocations related to the widening of Crossover Road (Highway 265) from Joyce Boulevard to Albright Road.
11. **University of Arkansas (Razorback Transit) Contract:** A resolution approving a contract with the University of Arkansas (Razorback Transit) in an annual amount of \$50,000.00 regarding public transit services within the City of Fayetteville.
12. **Gallagher Benefits Services, Inc.:** This is a placeholder item and is still under review. Additional information will be provided at Agenda Session.

B. Unfinished Business: None

C. Public Hearing:

1. **A to Z Taxi:** A resolution granting a Certificate of Public Convenience and Necessity to A to Z Taxi for the operation of up to four (4) taxicabs in the City of Fayetteville.

2. **1609 S. Duncan Avenue Raze and Removal:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Adam P. Dyess, Perry J. Dyess and Carolyn A. Dyess located at 1609 S. Duncan Avenue in the City of Fayetteville, Arkansas, and approving a budget adjustment in the amount of \$3,495.00.

D. New Business:

1. **RJN Group:** A resolution approving an engineering services agreement with RJN Group in the amount of \$499,595.00 to update the wastewater collection system model and master plan.
2. **VAC 12-4064 Rochier St./Park Green:** An ordinance approving VAC 12-4064 submitted by Crafton Tull and Associates, Inc. for property located at 1001 West Rochier Street to vacate undeveloped streets and alley ways in the Rochier Heights Subdivision.
3. **Amend §33.250 Composition; Membership:** An ordinance to amend §33.250 Composition; Membership of the Board of Adjustment to reduce the number of members from seven to five and the term from five to three years.
4. **RZN 12-4077 Halsell Road/Pratt Place Inn Appeal:** An ordinance rezoning that property described in rezoning petition RZN 12-4077, for approximately 2.37 acres, located on Halsell Road from C-PZD, Commercial Planned Zoning District, to RSF-4, Residential Single-Family, 4 units per acre, subject to the offered Bill of Assurance.
5. **Windstream Communications, Inc.:** A resolution to approve the Telecommunications Franchise application of Windstream Communications, Inc. and to approve the Non-Exclusive Telecommunications Franchise Agreement with Windstream Communications, Inc.

E. City Council Agenda Session Presentations:

1. **CH2M Hill Wastewater Operations Annual Report - Billy Ammons, OMI Regional Business Manager**
2. **Lean Project Results – Karen Minkel and Vicki Deaton**

City Council Tour:

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the **Rules of Order and Procedure of the Fayetteville City Council** pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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.

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

City of Fayetteville Staff Review Form

A. 2
 Bid #12-33 Center Point
 Contractors, Inc.
 Page 1 of 24

City Council Agenda Items
 and
 Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
 Agenda Items Only

Alison Jumper
 Submitted By

Park Planning
 Division

Parks and Recreation
 Department

Action Required:

Approval of a resolution awarding Bid #12-33 and approval of a contract with Center Point Contractors, Inc. in the amount of \$37,410 with a 10% project contingency of \$3,741 for a total project cost of \$41,151 for the Construction of St. Joseph Park and approval of a budget adjustment in the amount of \$14,361 from Parks Development Funds.

\$ 41,151.00
 Cost of this request

\$ 27,165.00
 Category / Project Budget

2250.9255.5806.00
 Account Number

\$ 375.00
 Funds Used to Date

02013.2
 Project Number

\$ 26,790.00
 Remaining Balance

Parks Development
 Program Category / Project Name

Neighborhood Park Development
 Program / Project Category Name

Parks Development Capital
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

Amnie Emerson
 Department Director 4-20-12
 Date

Previous Ordinance or Resolution #

John Kelly
 City Attorney 4-23-12
 Date

Original Contract Date:

Original Contract Number:

Paul A. Butler
 Finance and Internal Services Director 4-23-2012
 Date

04-20-12 P04:07 RCVD
 Received in City
 Clerk's Office
Kim J.

Don Ma
 Chief of Staff 4-23-12
 Date

Received in
 Mayor's Office
 ENTERED
 4/23/12
[Signature]

Donald Jordan
 Mayor 4/23/12
 Date

Comments:



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*

From: Alison Jumper, Park Planning Superintendent *AJ*

Date: April 25, 2012

Subject: Bid #12-33, Construction of St. Joseph Park
Agenda Request for May 15, 2012 Meeting

PROPOSAL:

St. Joseph Park was received through the Park Land Dedication Ordinance in 2004 and is approximately 0.18 acres. The park is located at 311 E. Lafayette in the Washington Willow neighborhood adjacent to the former St. Joseph Church. The park master plan concept was created by the Washington Willow Neighborhood Association who also raised approximately \$10,000 to contribute to the construction costs of the park. The project includes the construction of a block retaining wall, three brick and concrete terraces, entry sign, seating area and landscaping. If approved, construction will begin in June and be complete August.

Four bids were received including Benchmark Construction Co., Center Point Contractors, Inc., General Construction Solutions, Inc. and SSI, Inc. of NWA with Center Point Contractors, Inc. being the low bidder in the amount of \$37,410. If approved, the project will begin in June and is anticipated to be complete in August.

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid #12-33 and approval of a contract with Center Point Contractors, Inc. in the amount of \$37,410 with a 10% project contingency of \$3,741 for a total project cost of \$41,151 for the Construction of St. Joseph Park and approval of a budget adjustment in the amount of \$14,361 from Parks Development Funds.

BUDGET IMPACT:

This project is funded with Park Development Funds. Total project cost including a 10% project contingency is \$45,151.

Attachments:

Bid Submittal – Center Point Construction
Bid Tabulation
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-33 AND AUTHORIZING A CONTRACT WITH CENTER POINT CONTRACTORS, INC. IN THE AMOUNT OF \$37,410.00 FOR THE CONSTRUCTION OF ST. JOSEPH PARK, APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT OF \$14,361.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-33 and authorizes a contract with Center Point Contractors, Inc. in the amount of \$37,410.00 for the construction of St. Joseph Park.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a ten percent (10%) project contingency.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$14,361.00, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2012 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Center Point Contractors, 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 construction of terraced seatwalls, entry sign, concrete sidewalks and plaza, minor irrigation work and associated site work at **St. Joseph 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

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 St. Joseph Park 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

				Center Point Contractors, Inc.	
ITEM#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid) (1)	L.S.	1	\$1,450.00	\$1,450.00
2	Bonds and insurance	L.S.	1	\$1,135.00	\$1,135.00
3	Site preparation - including tree protection fencing, straw wattles and relocation of speed limit sign (3)	L.S.	1	\$1,375.00	\$1,375.00
4	Salvage and replace two existing bike racks	L.S.	1	\$475.00	\$475.00
5	Brick entry sign - complete in place per details (5) (7) (8)	L.S.	1	\$6,150.00	\$6,150.00
6	Brick seatwalls - complete in place per details (5) (7) (8)	S.F. FACE	175	\$30.00	\$5,250.00
7	Unclassified excavation (2) (5)	C.Y.	20	\$35.00	\$700.00
8	Modular block retaining wall 0 to 5.5 foot tall including wall, gravel, geogrid, drainage pipe and footings - complete in place per details and manufacturer's instructions (5) (7) (8)	S.F. FACE	290	\$30.00	\$8,700.00
9	Benches - complete in place per details (5) (6) (7)	EA.	1	\$1,110.00	\$1,110.00
10	Ornamental steel fence - complete in place (5) (6) (7)	L.F.	16	\$72.00	\$1,152.00
11	Fiber reinforced concrete plaza area (4-inch thickness) - complete in place per details (5) (7)	S.Y.	32	\$38.00	\$1,216.00
12	Fiber reinforced concrete sidewalk with steps (4-inch thickness-complete in place per details (5)(7)	S.Y.	36	\$85.00	\$3,060.00
13	Lavendula augustifolia hidcote - 3 gal.complete in place (5)	EA.	10	\$22.50	\$225.00
14	Calamagrotis x acutiflora 'Kark Foerster' - 3 gal.' complete in place (5)	EA.	15	\$27.50	\$412.50
15	Irrigation adjustments	L.S.	1	\$2,500.00	\$2,500.00
16	Landscaping rock 3/4" - chocolate river gravel	C.Y.	2	\$150.00	\$300.00
17	Site restoration - including 4-inch depth topsoil, fescue sod and water (9) (10)	AC.	0.04	\$55,000.00	\$2,200.00
TOTAL BID AMOUNT					\$37,410.50

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.

95 percent of Work completed (with the balance of 5 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 32 as listed in table of contents thereof.
- 7.8. Addenda numbers 1-2, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through ten with each sheet bearing the following general title: **Construction of St. Joseph Park.**
- 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 _____, 2012 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

CONTRACTOR

By: _____
Mayor

By: Shel McDaniel

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

*Attest Ridwanli Zuhair

* 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.)



Project Check List

Bid 12-33, Construction of St. Joseph Park

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: Center Point Contractors

ARKANSAS CONTRACTOR'S LICENSE #: 0199160312

Bid 12-33, Addendum 1



Date: Thursday, April 12, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 12-33, Construction of St. Joseph Park

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

Bid 12-33, has the following modifications and clarifications:

- 1.) Sheet 12 of 12 of the Drawings is replaced with the revised sheet.
- 2.) Minutes from the pre-bid meeting that was held on Tuesday, April 10, 2012 are attached as well as the sign in sheet and plan holders list.

Acknowledge Addendum #1:

Printed Name: Richard Burleigh

Signature: Richard Burleigh

Title: Estimator / PM Date: 4/18/2012

Company: Center Point Contractors, Inc.

Bid 12-33, Addendum 2



Date: Monday, April 16, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 12-33, Construction of St. Joseph Park

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

Bid 12-33, has the following modifications and clarifications:

- 1.) Bid item number 11, 32 SY of fiber reinforced concrete plaza refers to the area above the modular block retaining wall on the east side of the property.
- 2.) The City will provide 111 engraved pavers for the seatwalls. All other bricks and pavers and labor for installing ALL bricks and pavers including the pavers provided by the City shall be included in the bid price.

Acknowledge Addendum # 2:

Printed Name: Richard Burleigh

Signature: Richard Burleigh

Title: Estimator / PM Date: 4-18-2012

Company: Center Point Contractors, Inc.

City of Fayetteville
Bid 12-33, Construction of St. Joseph Park
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:

 X 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.

Richard Burleigh
Printed Name

Richard Burleigh
Signed

**City of Fayetteville
Bid 12-33, Construction of St. Joseph Park**

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: Richard Burleigh

COMPANY: Center Point Contractors, Inc.

PHYSICAL ADDRESS: 10316 East Hwy. 72 Bentonville, AR 72712

MAILING ADDRESS: 10316 East Hwy 72 Bentonville, AR 72712

PHONE: 479-426-7373 FAX: 479-451-8030

EMAIL: rburleigh@centerpointcontractors.com

SIGNATURE: Richard Burleigh

DATE: 4-18-2012

Bid # 12-33, Construction of St. Joseph Park

Total Base bid - \$37,410.00

Richard Burling
Richard Burling

4-18-2012

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 Four Hundred Fifty</u> dollars amount written in words	\$(1,450 ⁰⁰)/L.S. in figures	\$ 1,450 ⁰⁰ in figures
2	1	Lump Sum	Bonds and insurance		
			<u>One Thousand One Hundred Thirty Five</u> dollars amount written in words	\$(1,135 ⁰⁰)/L.S. in figures	\$ 1,135 ⁰⁰ in figures
			Site preparation - including tree protection fencing, straw wattles and relocation of speed limit sign		
3	1	Lump Sum			
			<u>One Thousand Three Hundred Seventy Five</u> dollars amount written in words	\$(1,375 ⁰⁰)/L.S. in figures	\$ 1,375 ⁰⁰ in figures
4	1	Lump Sum	Salvage and replace two existing bike racks		
			<u>Four Hundred Seventy Five</u> dollars amount written in words	\$(475 ⁰⁰)/L.S. in figures	\$ 475 ⁰⁰ in figures
			Brick entry sign - complete in place per details		
5	1	Lump Sum			
			<u>Six Thousand One Hundred Fifty</u> dollars amount written in words	\$(6,150 ⁰⁰)/L.S. in figures	\$ 6,150 ⁰⁰ in figures
6	175	S.F. Face	Brick seatwalls - complete in place per details		
			<u>Five Thousand Two Hundred Fifty</u> dollars amount written in words	\$(30 ⁰⁰)/S.F.F. in figures	\$ 5,250 ⁰⁰ in figures
7	20	Cubic Yards	Unclassified excavation		
			<u>Seven Hundred</u> dollars amount written in words	\$(35 ⁰⁰)/C.Y. in figures	\$ 700 ⁰⁰ in figures
			Modular block retaining wall including wall o - 5.5' tall, gravel, geogrid, drainage pipe and footings - complete in place per details		
8	290	S.F. Face			
			<u>Eight Thousand Seven Hundred</u> dollars amount written in words	\$(30 ⁰⁰)/S.F.F. in figures	\$ 8,700 ⁰⁰ in figures
9	1	Each	Benches - complete in place per details		
			<u>One Thousand One Hundred Ten</u> dollars amount written in words	\$(1,110 ⁰⁰)/EA. in figures	\$ 1,110 ⁰⁰ in figures
10	16	Linear Feet	Ornamental Steel Fence - complete in place		
			<u>One Thousand One Hundred Fifty Two</u> dollars amount written in words	\$(72 ⁰⁰)/L.F. in figures	\$ 1,152 ⁰⁰ in figures
			Fiber reinforced concrete plaza area (4-inch thickness) - complete in place per details		
11	32	Square Yards			
			<u>One Thousand Two Hundred Sixteen</u> dollars amount written in words	\$(38 ⁰⁰)/S.Y. in figures	\$ 1,216 ⁰⁰ in figures

This bid form continues on the next page...

BID FORM Continued

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
12	36	Square Yards	Fiber reinforced concrete sidewalk with steps (4-inch thickness) - complete in place per details		
			<u>Three Thousand Sixty</u> dollars	\$(85 ⁰⁰)/S.Y. in figures	\$ 3060 ⁰⁰ in figures
13	10	Each	Lavendula augustifolia hicote - 3 gal. - complete in place		
			<u>Two Hundred Twenty Five</u> dollars	\$(22.50)/EA. in figures	\$ 225 ⁰⁰ in figures
14	15	Each	Calamagrotis x acutiflora 'Karl Foerster' - 3 gal. compete in place		
			<u>Four Hundred Twelve</u> dollars	\$(27.50)/EA. in figures	\$ 412 ⁰⁰ in figures
15	1	Lump Sum	Irrigation adjustments- complete in place per drawings		
			<u>Two Thousand Five Hundred</u> dollars	\$(2500 ⁰⁰)/L.S. in figures	\$ 2500 ⁰⁰ in figures
16	2	Cubic Yards	Landscape Rock 3/4" - chocolate river gravel		
			<u>Three Hundred</u> dollars	\$(150 ⁰⁰)/C.Y. in figures	\$ 300 ⁰⁰ in figures
17	0.04	Acre	Site restoration - including 4" depth topsoil, fescue sod and water		
			<u>Two Thousand Two Hundred</u> dollars	\$(55,000 ⁰⁰)/AC. in figures	\$ 2,200 ⁰⁰ 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 Center Point Contractors, Inc.
 By Richard Burlergh
 Address 10316 East Hwy 72
 City Bentonville State Arkansas

** Arkansas State Contractor's License Number 0199160312

End of Section 00 41 13

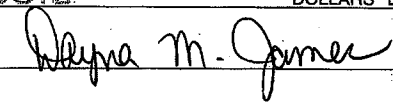
Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Center Point Contractors, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	☐ Exempt payee
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 10316 East Highway 72		Requester's name and address (optional)
City, state, and ZIP code Bentonville, AR 72712		
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 the "Name" line 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 <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> </tr> </table>	Employer identification number									2	6	-	2	3	9	3	2	7
Employer identification number																			
2	6	-	2	3	9	3	2	7											

Part II Certification			
Under penalties of perjury, I certify that:			
1. 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			
2. 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			
3. 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	<table style="width: 100%;"> <tr> <td style="width: 50%;"> Signature of U.S. person ▶ <i>Shelli McDaniel</i> </td> <td style="width: 50%;"> Date ▶ <i>10-5-11</i> </td> </tr> </table>	Signature of U.S. person ▶ <i>Shelli McDaniel</i>	Date ▶ <i>10-5-11</i>
Signature of U.S. person ▶ <i>Shelli McDaniel</i>	Date ▶ <i>10-5-11</i>		

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: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. 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.
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NOTICE TO CUSTOMERS THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN. THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER DATE OF ISSUANCE.		ARVEST BANK Member FDIC P.O. Box 789 Lowell, AR 72745	3092876
REMITTER	Center Point Contractors Inc Br 181	DATE	April 18, 2012
PAY TO THE ORDER OF	City of Fayetteville	\$	1,875.00
THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK, AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.			
PAY 1,875 DOL 00 CTS		DOLLARS 	
CASHIER'S CHECK			
⑈3092876⑈+⑈082900872⑈ 11533621⑈			



City of Fayetteville, AR
Bid 12-33, Construction - St. Joseph Park
 Bid Tabulation: 04/19/2012

ITEM#	DESCRIPTION	UNIT	EST. QTY.	Benchmark Construction Co.		Center Point Contractors, Inc.		General Construction Solutions, Inc.		SSI, Inc. of NWA	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid) (1)	L.S.	1	\$420.00	\$420.00	\$1,450.00	\$1,450.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
2	Bonds and Insurance	L.S.	1	\$1,731.00	\$1,731.00	\$1,135.00	\$1,135.00	\$1,500.00	\$1,500.00	\$2,866.78	\$2,866.78
3	Site preparation - including tree protection fencing, straw wattles and relocation of speed limit sign (3)	L.S.	1	\$1,310.00	\$1,310.00	\$1,375.00	\$1,375.00	\$2,150.00	\$2,150.00	\$1,895.61	\$1,895.61
4	Salvage and replace two existing bike racks	L.S.	1	\$300.00	\$300.00	\$475.00	\$475.00	\$650.00	\$650.00	\$922.19	\$922.19
5	Brick entry sign - complete in place per details (5) (7) (8)	L.S.	1	\$6,220.00	\$6,220.00	\$6,150.00	\$6,150.00	\$4,550.00	\$4,550.00	\$9,256.04	\$9,256.04
6	Brick seatwalls - complete in place per details (5) (7) (8)	S.F. FACE	175	\$143.00	\$25,025.00	\$30.00	\$5,250.00	\$41.00	\$7,175.00	\$73.68	\$12,894.00
7	Unclassified excavation (2) (5)	C.Y.	20	\$19.00	\$380.00	\$35.00	\$700.00	\$45.00	\$900.00	\$110.21	\$2,204.20
8	Modular block retaining wall 0 to 5.5 foot tall including wall, gravel, geogrid, drainage pipe and footings - complete in place per details and manufacturer's instructions (5) (7) (8)	S.F. FACE	260	\$45.00	\$11,700.00	\$30.00	\$7,800.00	\$29.75	\$7,735.00	\$38.98	\$10,134.80
9	Benchies - complete in place per details (5) (6) (7)	EA.	1	\$1,490.00	\$1,490.00	\$1,110.00	\$1,110.00	\$1,820.00	\$1,820.00	\$2,645.72	\$2,645.72
10	Ornamental steel fence - complete in place (5) (6) (7)	L.F.	16	\$134.00	\$2,144.00	\$72.00	\$1,152.00	\$47.50	\$760.00	\$103.38	\$1,654.08
11	Fiber reinforced concrete plaza area (4-inch thickness) - complete in place per details (5) (7)	S.Y.	32	\$51.00	\$1,632.00	\$38.00	\$1,216.00	\$100.00	\$3,200.00	\$76.85	\$2,459.20
12	Fiber reinforced concrete sidewalk with steps (4-inch thickness-complete in place per details (5) (7)	S.Y.	36	\$95.00	\$3,420.00	\$85.00	\$3,060.00	\$295.00	\$10,620.00	\$153.70	\$5,533.20
13	Lavendula angustifolia hidcote - 3 gal. complete in place (5)	EA.	10	\$55.00	\$550.00	\$22.50	\$225.00	\$44.00	\$440.00	\$68.31	\$683.10
14	Calamagrostis x acutiflora 'Kark Foerster' - 3 gal. complete in place (5)	EA.	15	\$60.00	\$900.00	\$27.50	\$412.50	\$44.00	\$660.00	\$68.31	\$1,024.65
15	Irrigation adjustments	L.S.	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$3,415.51	\$3,415.51
16	Landscaping rock 3/4" - chocolate river gravel	C.Y.	2	\$90.00	\$180.00	\$150.00	\$300.00	\$66.00	\$132.00	\$79.70	\$159.40
17	Site restoration - including 4-inch depth topsoil, fescue sod and water (9) (10)	AC	0.04	\$64,500.00	\$2,580.00	\$55,000.00	\$2,200.00	\$65,340.00	\$2,613.60	\$97,626.60	\$3,905.06
TOTAL BID AMOUNT					\$65,132.00		\$37,410.50		\$49,998.10		\$65,814.94

[Signature]
 Certified: Andrea F. Green, CFPB, CFPD, Purchasing Agent

[Signature]
 WITNESS

4/19/12
 DATE

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

City of Fayetteville Staff Review Form

A. 3
Fayetteville Police Department
Donation Revenue
Page 1 of 12

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police
Division

Police
Department

Action Required:

Approval of a budget adjustment in the amount of \$2,900.00 for the recognition of various donations received by the Fayetteville Police Department in support of officer service awards.

\$ 2,900.00

Cost of this request

\$ 11,254.00

Category / Project Budget

Police Dept Donations

Program Category / Project Name

1010.2920.5329.00

Account Number

\$ 5,452.84

Funds Used to Date

Donation

Program / Project Category Name

03044-6

Project Number

\$ 5,801.16

Remaining Balance

General

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Mike Reynolds
Department Director

04/20/2012
Date

Previous Ordinance or Resolution #

Joe Kelly
City Attorney

4-23-12
Date

Original Contract Date:

Original Contract Number:

Paul a. Beck
Finance and Internal Services Director

4-23-2012
Date

Received in City
Clerk's Office

Don Man
Chief of Staff

4-24-12
Date

Received in
Mayor's Office

Donald Jordan
Mayor

4/25/12
Date



Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police

Date: May 15, 2012

Subject: Recognize Various Donations to Fayetteville Police Department

PROPOSAL:

Periodically, businesses and/or citizens of Fayetteville will make monetary donations to the Police Department to enhance our services or to recognize our personnel. During the first fourth quarter of 2012, the Police Department received donations totaling \$2,900.00. The checks were deposited into the City's General Fund and are tracked through the City's Project Accounting System to insure that the donors intended purpose is met. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

RECOMMENDATION:

Staff recommends acceptance of these donations to the Fayetteville Police Department and approval of the attached budget adjustment in the amount of \$2,900.00. If you should have any comments or questions regarding these donations, please contact me at extension 500.

BUDGET IMPACT:

Increase expense budgets to correspond with Police Department donations revenue received during first quarter 2012.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$2,900.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE POLICE DEPARTMENT IN SUPPORT OF OFFICER SERVICE AWARDS

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 \$2,900.00 representing donation revenue to the Fayetteville Police Department in support of officer service awards.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere gratitude for these donations.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**NORTHWEST ARKANSAS
FEDERAL CREDIT UNION**
1460 N. WOOLSEY 443-4401
FAYETTEVILLE, ARKANSAS 72703

TELLER CHECK
Notice to Member
The purchase of an indemnity bond
from your insurance co. may be required
before any Official Check of this Credit
Union will be replaced or refunded
if lost, misplaced or stolen.

ARVEST BANK
FAYETTEVILLE, ARKANSAS 72702

No. 136789
Fayetteville Police Department
Donation Revenue
Page 5 of 12

PAY

TO THE
ORDER OF ***100 Dollars and 00 Cents***

DATE

136789

AMOUNT

City of Fayetteville
100 West Rock St
Fayetteville, AR 72701
ATTN: Sergeant Craig Stout

AMERICA'S
CREDIT
UNIONS

12/30/2011

\$100.00

SECURITY
FEATURES
INCLUDED
DETAILS ON BACK

[Signature]
AUTHORIZED SIGNATURE

MP

⑈ 136789 ⑈ ⑆082900872⑆0004573501⑈

OUR REF. NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
000171906	100	01/18/12	800.00	800.00	0.00	800.00

A 3
 Fayetteville Police Department
 Donation Revenue
 Page 6 of 12

ARVEST
 BANK OPERATIONS, INC.

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

ARVEST BANK
 81-87/829

967111

CHECK DATE	CONTROL NUMBER	AMOUNT
1/25/2012	967111	\$*****800.00

PAY Eight Hundred and 00/100 DOLLARS

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


 AUTHORIZED SIGNATURE

⑈967111⑈ ⑆082900872⑆ 50159516⑈

GREAT AMERICAN SALES & MARKETING, INC.

P.O. BOX 1830 512-280-2310
 MANCHACA, TX 78652

03-99

14284

PAY TO THE
 ORDER OF

Fayetteville Police Dept.

DATE

1/27/12

35-1054/1130
 36303

\$ 250⁰⁰

Two hundred fifty and no/100

DOLLARS

BBVA Compass

Compass Bank
 Austin, TX

FOR

Millstone Donation


 Diane Williams

⑈014284⑈ ⑆113010547⑆ 75187033⑈



UARK FEDERAL CREDIT UNION
Commercial Account
P.O. BOX 1643
Fayetteville, AR 72702
Phone (479) 521-1199

A. 3
Fayetteville Police 11-773
Donation Revenue
Page 7 of 12 81-74752829

DATE
12/28/11

AMOUNT
\$*****150.00

PAY ONE HUNDRED FIFTY AND 00/100 DOLLARS

NOT VALID AFTER 90 DAYS

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



MEMO DONATION

Becky Whitted
AUTHORIZED SIGNATURE

⑈011773⑈ ⑆282974750⑆0000075714⑈

1358

SIDEWAYS INC.
311 WEST DICKSON STREET #201
FAYETTEVILLE, AR 72701

DATE 12-14-11

81-161-829

PAY TO THE ORDER OF

Fayetteville Police Department Awards Committee

\$ 200.00

two hundred dollars

DOLLARS

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



FOR

⑈001358⑈ ⑆082901619⑆

70051895⑈

Sam Vargo

MP

WARNING: DO NOT CASH THIS INTUIT® CheckLock™ SECURE CHECK IF ANY FEATURES LISTED ON BACK INDICATE TAMPERING OR COPYING

Dickson Street Clinic
C. R. Magness, M.D., P.A.
102 West Dickson Street
Fayetteville, AR 72701
479-521-1114

ARVEST BANK
Fayetteville, AR 72701
81-087/829

14226

12/15/2011

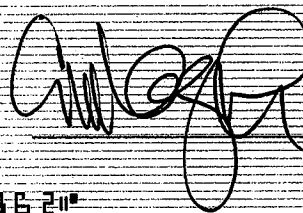
PAY TO THE ORDER OF Fayetteville Police Dept Attn Awards

\$ **100.00

One Hundred and 00/100***** DOLLARS

Fayetteville Police Dept Attn Awards
100 West Rock St
Fayetteville, AR 72701

MEMO



⑈014226⑈ ⑆082900872⑆ 0011635862⑈

Dickson Street Clinic

Fayetteville Police Dept Attn Awards

12/15/2011

14226

100.00

DSC CHECKING

100.00

24755

MCDONALD EYE SERVICES, P.A.

OPERATING ACCOUNT
 3318 N. NORTH HILLS BLVD
 FAYETTEVILLE, AR 72703
 (479) 521-2555

BANK OF ARKANSAS
 FAYETTEVILLE, ARKANSAS
 81-139-829

12/14/2011

PAY TO THE
 ORDER OF Fayetteville Police Department

\$ 100.00

One Hundred and 00/100

DOLLARS

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

VOID AFTER SIX MONTHS

[Signature]
 AUTHORIZED SIGNATURE

MEMO

⑈024755⑈ ⑆082901392⑆ 4866014368⑈

MCDONALD EYE SERVICES, P.A.

24755

Fayetteville Police Department

12/14/2011

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/13/2011	Bill	Award 2012	100.00	100.00		100.00
				Check Amount		100.00

Bank Of Arkansas Op

100.00

12/31/2011

11-16-11

00010

DONATION AWARDS BANQUET

\$100.00

A. 3

Fayetteville Police Department
Donation Revenue
Page 10 of 12

12/31/2011

80549

\$100.00

\$0.00

\$100.00

SWEETSER CONSTRUCTION, INC.
590 WEST POPLAR • FAYETTEVILLE, AR 72703
(479) 443-3026ARVEST BANK
FAYETTEVILLE, ARKANSAS

81-07 / 829

80549

PAY
TO THE
ORDER
OFFAYETTEVILLE POLICE DEPT
P.O. BOX 1988
FAYETTEVILLE, AR 72702

065201



AUTHORIZED SIGNATURE

MP

DATE	AMOUNT
12/31/2011	\$100.00

\$***100* Dollars And 00 Cents

⑈080549⑈ ⑆082900872⑆0040615976⑈

0001-304347

Tyson Foods Inc.

AS

Fayetteville Police Department

Donation Receipt
Page 11 of 11

8510030052 ©2006, Moore Wallace, All rights reserved.
PressureSeal Patent 4,918,128 - 0221
A. 3

Voucher Number	Invoice Number	Invoice Date	Amount	Discount	Net Amount
FA010412 SPONSORSHIP		01/04/2012	1,000.00	0.00	1,000.00
<i>On behalf of Tyson Foods, the pleasure to send our support for the 2012 Fayetteville Police Dept. Appreciation Banquet. Best regards, Annelle Young</i>					



Tyson Foods Inc.

Annelle Young
Senior Manager
Corporate Philanthropy
260 PCON TYSON PARKWAY (CT061)
SPRINGDALE, AR 72762-6999
Business Phone: (479) 293-2997
Cell Phone: 800-643-3410
Fax: (479) 293-0008
Email: annelle.young@tyson.com
www.tyson.com

Check No. 1004789650	Totals	1,000.00	0.00	1,000.00
----------------------	--------	----------	------	----------

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. THERMOCHROMIC INK SECURE MARK ON BACK CHANGES COLOR WITH HEAT



P.O. BOX 2020
SPRINGDALE, ARKANSAS 72765-2020

Valid after 90 Days

CHECK NO. 1004789650

DATE
01/09/2012

JR Morgan Chase Bank, NA
Syracuse, NY 13206
Controlled Dist. Acct.
50-387/213

CHECK AMOUNT
\$1,000.00*

PAY *** ONE THOUSAND USD and 00/100***

TO THE ORDER OF
FAVETTEVILLE POLICE DEPT
PO Box 1988
FAVETTEVILLE AR 72702

Morgan Chase
Treasurer

1004789650 0213093791

601873961

PREMIUM BRANDS OF NWA

1030 S. RAZORBACK RD.
FAYETTEVILLE, AR 72701
(479) 442-7410

ARVEST®
BANK

arvest.com

81-87-829

A. 3
Fayetteville Police Department
Donation Revenue
Page 01-16-2012

PAY TO THE ORDER OF FAYETTEVILLE POLICE DEPARTMENT

\$ 100.00

One Hundred dollars

00/100 DOLLARS

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



PREMIUM BRANDS OF NWA

[Signature]
AUTHORIZED SIGNATURE

MEMO

⑈032572⑈ ⑆082900872⑆ 0007832001⑈

PREMIUM BRANDS OF NWA

32572

01-16-2012

FAYETTEVILLE POLICE DEPARTMENT

Invoice No.	Invoice Date	Due	Applied
111611	01-03-2012	100.00	100.00

Totals

City of Fayetteville Staff Review Form

A. 4
State and Federal Law
Enforcement Forfeiture Revenue
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police Projects
Division

Police
Department

Action Required:

Approval of a budget adjustment to recognize law enforcement state and federal forfeiture revenue received during the first quarter 2012 and establish corresponding expense budget in the total amount of \$43,366.

\$ 43,366.00
Cost of this request

\$ 462,612.00
Category / Project Budget

PD State, Fed, IRS Forfeitures
Program Category / Project Name

1010-2920-5210.00
Account Number

\$ 35,324.99
Funds Used to Date

Donations
Program / Project Category Name

03045-1, 03046-1, 09024-2009
Project Number

\$ 427,287.01
Remaining Balance

General
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒


Department Director

4-24-12
Date

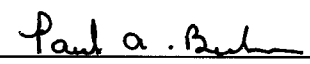
Previous Ordinance or Resolution # _____


City Attorney

4-25-12
Date

Original Contract Date: _____

Original Contract Number: _____

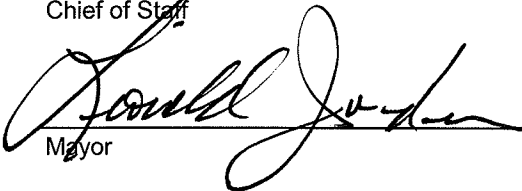

Finance and Internal Services Director

4-25-2012
Date

04-24-12 P04:04 RCVD
Received in City
Clerk's Office


Chief of Staff

4-25-12
Date


Mayor

4/26/12
Date

Received in
Mayor's Office

ENTERED
4/25/12
Kim G.

Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police 

Date: May 15, 2012

Subject: Law Enforcement State and Federal Forfeitures for Fayetteville Police Department

PROPOSAL:

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4th Judicial District Drug Task Force (4th DTF), the IRS Task Force, and the local office of the Federal Drug Enforcement Agency (DEA). Use of federal forfeiture funds must adhere to the Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies. Use of state forfeiture funds must be used for law enforcement purposes. All purchases utilizing these funds will follow the City of Fayetteville Purchasing Policy.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize state and federal forfeiture revenue received during the first quarter 2012 and establish expense budget in the total amount of \$43,366.

BUDGET IMPACT:

Increase expenses to correspond with state and federal forfeiture revenue received during first quarter 2012.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$43,366.00 REPRESENTING STATE AND FEDERAL LAW ENFORCEMENT FORFEITURE REVENUE RECEIVED DURING THE FIRST QUARTER OF 2012 AND AUTHORIZING EXPENDITURES THEREFROM

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 \$43,366.00 representing state and federal law enforcement forfeiture revenue received during the first quarter of 2012 and authorizing expenditures therefrom.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

A. 5
McClelland Consulting Engineers,
Inc. Task Order No. 9
Page 1 of 12

City Council Agenda Items
and
Contracts, Leases or Agreements

5/1/2012

City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux

Submitted By

Aviation

Division

Transportation

Department

Action Required:

Action Required: A Resolution to approve Task Order No. 9 in the amount of \$32,504.00 with McClelland Consulting Engineers, Inc., for Plans & Specifications, Construction Administration and Record Drawings of the Executive Hangar Office Addition project. Contact: R. Wayne Jones, P.E., 443-2377; 443-9241 FAX; wjones@mccllelland-engrs.com

\$ 32,504.00

Cost of this request

\$ -

Category / Project Budget

Airport Pavement Rehab & Re-mark

Program Category / Project Name

5550.3960.5314.00

Account Number

\$ -

Funds Used to Date

Airport Capital Exp

Program / Project Category Name

12011 1

Project Number

\$ -

Remaining Balance

Airport

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

4-16-12
Date

Previous Ordinance or Resolution #

101-09

62-12

Original Contract Date:

4-18-12
Date

Original Contract Number:

City Attorney

Finance and Internal Services Director

4-18-2012
Date

Received in City 4-15-12 P03:15 RCVD
Clerk's Office

Chief of Staff

4-18-12
Date

Received in
Mayor's Office

Mayor

4/19/12
Date

Comments: This project is eligible for a 80/20% grant from the AR Department of Aeronautics. Grant application is based on actual bids and submitted to AR Dept Aeronautics subsequent to receipt of bids.



AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan
THRU: Don Marr, Chief of Staff
THRU: Staff/Contract Review Committee
THRU: Terry Gulley, Transportation Director
FROM: Ray M. Boudreaux, Aviation Director
DATE: April 4, 2012

SUBJECT: Approve Task Order Number 9 in the amount of \$32,504.00 with McClelland Consulting Engineers for design, engineering, bidding service and project management of an Office Complex for NFlight Aviation, Inc. pursuant to their lease of the Aircraft Hangar at 4580 S. School. Signature of the Mayor.

RECOMMENDATION: Approve Task Order Number 9 in the amount of \$32,504.00 with MCE for design engineering, bidding services, and project management for development of an office facility inside the Hangar at 4580 S. School for NFlight Aviation, Inc. Signature of the Mayor.

BACKGROUND: At the April Airport Board Meeting, the Airport Board approved submitting this project for consideration. The project is required to lease a hangar that has been empty for two years and will result in lease revenue to the airport. NFlight Aviation, Inc. is a company located at Drake Field and wishing to expand their operation into the Large Corporate hangar located at 4580 S. School. The company has negotiated a lease for the building contingent upon completion of the modifications to the building. Term of the lease is 10 year prime term with two (2) 10 year renewal options. They require an avionics shop space and offices for four employees. The company is on the ground floor in the development, manufacture, sales and installation of HD video cameras for the aviation industry. According to founder and owner, Patrick Carter, potential for growth is excellent.

The Hangar was built for the FBO to lease and store aircraft on the airport. The economic downturn forced them to cancel their lease and the building has been empty for more than two years. The building has been advertised in aviation channels and through the State but this is the first real opportunity we have had to get a long term tenant in the building.

The State requires that we provide a good bid for the work and a signed lease before we apply for the grant. We are eligible for an 80/20 Grant after July 1, 2012 in the next FY as we have already received an 80/20 Grant this FY. Recently, the Department of Aeronautics issued a memo from Director Knight indicating that since revenues are \$4.0M below this time last year, projects other than the local match for AIP grants will not be accepted or approved until further notice. I have visited with Director Knight and he is not willing to state whether or not a grant will be available after July 1, but as we all are, he is hopeful that revenues pick up. We will not do any work on this project, Design or bid, until the grant is assured.

Request that this item be approved so that we are ready to get the necessary work done to apply with the State should funds become available. Should funds remain in question, we are searching for an alternative to get the project completed for this exceptional aviation company.

BUDGET IMPACT: Initial cost estimate for the project is Not To Exceed \$312,500.00 for a 3,000 to 4,000 Square Foot Office complex inside the hangar. The match for the Aeronautics Grant will be from the Airport use of funds balance NTE \$62,500.00. The tenant will pay \$3,000.00 per month at occupancy when the project is complete. Initial expense to complete preliminary plans for grant applications is estimated to be less than \$17,200.00 and recoverable through the Grant. The Project will not be initiated unless a grant is approved by the Arkansas Aeronautics Commission.

Attachments: Task Order Number
Staff Review
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION TO APPROVE TASK ORDER NO. 9 WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$32,504.00 FOR PLANS AND SPECIFICATIONS, CONSTRUCTION ADMINISTRATION AND RECORD DRAWINGS OF THE EXECUTIVE HANGAR OFFICE ADDITION PROJECT AND TO APPROVE A BUDGET ADJUSTMENT OF \$32,504.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 9 with McClelland Consulting Engineers, Inc. in the amount of \$32,504.00 for plans and specifications, construction administration and record drawings of the Executive Hangar Office Addition Project and approves a budget adjustment of \$32,504.00.

PASSED and APPROVED this 15th day of May 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 5 V11.0415
McClelland Consulting Engineers,
Inc. Task Order No. 9

April 10, 2012

RECEIVED

APR 12 2012
AIRPORT

Mr. Ray Boudreaux
Airport Director,
Fayetteville Executive Airport
4500 S. School Suite F
Fayetteville, AR 72701

Re: Task Order No 9
Executive Hangar Office Addition
Fayetteville Executive Airport

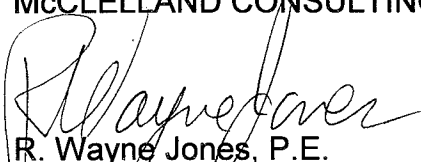
Dear Mr. Boudreaux:

In response to your request, please find three (3) copies of Task Order No 9 for the Office addition to the Executive Hangar at 4580 S. School Ave on the Fayetteville Executive Airport.

Please advise if you need further information regarding this Task Order.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.


R. Wayne Jones, P.E.
Vice President

Enclosure: Task Order No 9 (3 copies)

TASK ORDER NO. 9
OFFICE ADDITION TO
EXECUTIVE HANGAR
4580 South School Avenue
FAYETTEVILLE EXECUTIVE AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, executed on May 5, 2009, as amended. The referenced basic agreement pertains to proposed improvements to Fayetteville Executive Airport, Drake Field. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Fayetteville and McClelland Consulting Engineers sets forth the project description, project schedule, and engineering and architectural fees related to the preparation of Construction Documents for the Executive Hangar Building Renovation at 4580 S. School Ave on Executive Hangar Complex at Fayetteville Executive Airport, Drake Field. Our Consultants Wittenberg-Delony Davidson, Inc.; and Engineering Elements, PLLC from their Fayetteville offices will perform the Architectural and MEP work of this task.

SECTION I - PROJECT DESCRIPTION

The project is to consist of: Detailed Architectural and Engineering Design for the new 2500 to 3000 square foot office and 1000 SF upper storage area to the

Executive Hangar Building at 4580 S. School Ave. on the Executive Hangar Complex;
final cost estimates; meetings with the Airport Management and Airport Advisory Board
to review the desired renovations; and Architectural and Engineering Services
associated with the Construction Administration for this project.

SECTION II - PROJECT SCHEDULE

From the time the City of Fayetteville issues the Notice To Proceed (NTP), McClelland Consulting Engineers through its Consultants will endeavor to execute the project construction documents within a ten (10) week time period, as expeditiously as possible, to enable the City of Fayetteville to solicit competitive bids for construction as soon as possible.

SECTION III - SCOPE OF SERVICES

MCE through its Consultant shall, generally, provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, this project is likely to include:

- A. Development of Construction Documents and Cost Estimates for the following areas: (The Estimated cost of these improvements is approximately \$60 to \$70 per SF)

The existing CADD Drawings of the hangar facility will to be used as base plans for the renovation work.

Prepare drawings and specifications for the office, conference room.
Restroom, shower & locker room, and storage additions to the hangar.

Meeting with the Airport Management and their Tenants to discuss design criteria, desired features, and schedule.

- C. Construction Administration and Periodic weekly site visits of the work progress with follow-up reports.

- D. Providing a set of "Record Drawings" at the completion of construction based upon the Contractor's mark-ups.
- E. Reproduction Cost for project documents sets, as required.

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to MCE as compensation for his services:

- | | | |
|---|----------------------------|------------|
| A. Project Administration: | hourly rates Not to Exceed | \$ 4,000. |
| B. Construction Documents & Site Visits: | hourly rates Not to Exceed | \$ 20,500. |
| Architectural (\$15,000); MEP (\$ 5,500) | | |
| C. Bidding: | hourly rates Not to Exceed | \$ 2,200. |
| D. Construction Administration and Observation (3 month Period). | hourly rates Not to Exceed | \$ 8,050. |
| E. Preparation of "Record Drawings": | hourly rates Not to Exceed | \$ 650. |
| F. Reproduction Costs (as required): | Actual Cost Not to Exceed | \$ 1,100. |

Appendix "A" presents hourly rates for personnel anticipated to be assigned to this project as well as the basis of payments to be made to MCE.

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly
executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE:

By: _____
Mayor

Attest: _____

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: RW Ayne Jover 4-10-12
Vice President

Attest: [Signature]

**APPENDIX A
 TASK ORDER NO. 9
 Hourly Rates for Personnel
 Fayetteville Executive Airport**

<u>CATEGORY</u>	<u>BILLABLE HOURLY RATE</u>
Principal Engineer	\$ 155
Sr. Project Manager	\$ 143
Project Engineer	\$ 135
Project Engineer IV	\$ 127
Project Engineer III	\$ 115
Project Engineer II	\$105
Project Engineer I	\$ 85
Principal Architect	\$ 165
Project Architect	\$ 125
Associate Architect	\$ 110
Architect	\$ 95
Intern Architect	\$ 75
Construction Administrator	\$ 80
Survey Technician	\$ 90
Engineering Technician/Observer IV	\$ 90
Engineering Technician/Observer III	\$ 84
Engineering Technician/Observer II	\$ 65
Engineering Technician/Observer I	\$ 55
Chief Draftsman	\$ 73
Draftsman II	\$ 60
Soils Lab Supervisor	\$ 60
Clerical Support	\$ 50
Mileage	\$ 0.50

City of Fayetteville Staff Review Form

A. 6
2012 Community Development
Block Grant Award
Page 1 of 10

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of a budget adjustment to recognize the actual amount of the 2012 Community Development Block Grant award.

_____	\$ _____	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____	_____
2180.0918.4320.00	Funds Used to Date	Program / Project Category Name
Account Number	_____	_____
_____	\$ _____	_____
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

James C. Price
Department Director

04-24-2012
Date

Previous Ordinance or Resolution # _____

John B. Kelly
City Attorney

4-24-12
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Beckman
Finance and Internal Services Director

4-25-2012
Date

Received in City 04-24-12 A11:01 RCVD
Clerk's Office

Don Mar
Chief of Staff

4-25-12
Date

Received in
Mayor's Office

ENTERED
4/24/12
PH

Donald Jordan
Mayor

4/26/12
Date

Staff recommends approval of the Budget Adjustment.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Dir. Development Services *JP*

From: Yolanda Fields, Dir. Community Services

Date: April 23, 2012

Subject: 2012 Community Development Block Grant (CDBG) Decrease

PROPOSAL:

Fayetteville has been a Community Development Block Grant (CDBG) entitlement city since 1975. Funding is based on a formula allocation that takes into account such factors as population, percent of low/moderate income persons, and the number of housing units. This process sets aside CDBG funds for the City of Fayetteville each year that the Community Services Division submits an annual "Action Plan" outlining the proposed use for the funds to the U.S. Department of Housing & Urban Development (HUD). If the Action Plan meets HUD requirements, an agreement is received. This agreement must be executed, returned to the HUD field office in Little Rock and then sent to Washington, D.C. for the release of funds.

Grant amounts vary each year dependent upon funding levels authorized by Congress through the annual federal budget process. The 2012 grant amount is \$540,226. The decrease in the CDBG award is due to the cuts made during this year's federal budget process. The cut in funding will be spread out over the various proposed CDBG projects as shown below.

Grant Funding Detail:	\$540,226	Total (Decrease of 8.3%)
Administration	\$ 20,708	(81% decrease in order to fund internal programs. Remaining Admin funds from 2011 will fund 2012 grant administration)
Housing Rehabilitation Program	\$334,922	(Funding added due to cuts in Admin)
Redevelopment Program	\$ 77,876	(Funding added due to cuts in Admin)
CASA of NWA	\$ 9,200	(Decrease of 8%)
Community Clinic – St. Francis	\$ 9,200	(Decrease of 8%)
LifeSource International	\$ 18,400	(Decrease of 8%)
Wash. Reg. Med. Foundation	\$ 4,600	(Decrease of 8%)
Transportation Program	\$ 23,920	(Decrease of 8%)
Life Styles	\$ 27,600	(Decrease of 8%)
YRCC	\$ 13,800	(Decrease of 8%)

RECOMMENDATION:

Staff recommends approval of the budget adjustment to recognize the actual amount of the Community Development Block Grant.

BUDGET IMPACT:

Decrease to CDBG Grant Revenue of \$53,068 to reflect the actual amount of available CDBG funds, after the GY2012 decrease and internal reallocations.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT RECOGNIZING
THE ACTUAL AMOUNT OF THE 2012 COMMUNITY DEVELOPMENT
BLOCK GRANT AWARD FROM THE U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

**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", recognizing the actual amount of the 2012 Community Development Block Grant award from the U.S. Department of Housing and Urban Development.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 6 V11.0425
2012 Community Development
Block Grant Award

Budget Year	Division: Community Services Department: Development Services	Request Date	Adjustment Number
2012		4/23/2012	

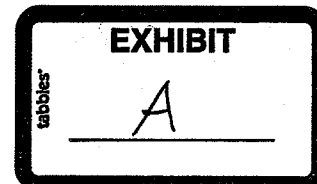
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Community Development budgets need to be adjusted to reflect the actual grant amount. Decrease Housing Contract Services by \$5,220. Decrease Contract Services Minor Rehab by \$10,000. Decrease Redevelopment Office Supplies by \$1500. Decrease Redevelopment Copies by \$1000. Decrease Redevelopment Public Notification by \$1500. Decrease Redevelopment Contract Services by \$20,798. Decrease Public Services Undesignated by \$3,600. Increase Transportation Services by \$3958. Increase Aging Transportation by \$2,662. Increase Public Facilities Undesignated by \$2,720. Decrease NWA Health Clinic by \$2,938. Decrease Domestic Violence Shelter by \$15,852. Decrease Grant Funding Revenue by \$53,068.

Division Head	4/24/12 Date	Prepared By: Rachel	
Budget Director	4-24-12 Date	Reference:	rafiels
Department Director	4-24-12 Date	Budget & Research Use Only	
Finance Director	4-24-2012 Date	Type: A B C D E P	
Chief of Staff	4-25-12 Date	General Ledger Date	
Mayor	4/26/12 Date	Posted to General Ledger	Initial Date
		Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT

		(53,068)	(53,068)	Project.Sub Number
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	
Contract services	2180.4940.5315.00	(5,220)		.
Contract Serv Minor Rehab	2180.4940.5315.05	(10,000)		.
Office supplies/printing	2180.4945.5200.00	(1,500)		.
Copies and lease	2180.4945.5200.01	(1,000)		.
Public notification	2180.4945.5301.00	(1,500)		.
Contract services	2180.4945.5315.00	(20,798)		.
CDBG Projects Undesignate	2180.4970.5390.00	(3,600)		.
Transportation Services	2180.4970.5390.02	3,958		.
Aging transportation	2180.4970.5390.03	2,662		.
CDBG Projects Undesignate	2180.4990.5390.00	2,720		.
NWA Health Clinic	2180.4990.5390.14	(2,938)		.
Domestic violence shelter	2180.4990.5390.27	(15,852)		.
Grant funding CDBG	2180.0918.4320.00		(53,068)	.





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

A. 6
2012 Community Development
Block Grant Award
Page 6 of 10

April 6, 2012

Honorable Lioneld Jordan
Mayor, City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Mayor Jordan:

I am pleased to inform you of your community's Fiscal Year (FY) 2012 allocation for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special populations across the country. The Program Year for these funds began on January 1, 2012. Your community's FY 2012 available amount is:

Community Development Block Grant (CDBG)	\$540,226
--	-----------

It is noted that the Consolidated Plan/Annual Action Plan submitted for the use of these funds used a planning figure of \$589,066 for CDBG. Since the planning amount is less than the actual funding amount, please make the necessary corrections in your proposed budget and activities to reflect the actual funding received. Also, if you have not already done so, please provide this office with a copy of your revised budget within 15 days of the date of this letter. Please note that those changes that are considered substantial, or are for new activities or those that are completely deleted will require an amendment to your Consolidated Plan or Action Plan.

Enclosed are four copies of the Grant Agreement and Funding Approval form that have been executed by this office. This document constitutes the contract between the U. S. Department of Housing and Urban Development (HUD) and the City of Fayetteville for the CDBG program's Fiscal Year 2012 allocation. Please sign all copies, and after execution return three copies to this office as soon as possible. The third copy should be retained in the City's files.

HUD Form 7015.15, Request for Release of Funds and Certification (RROF), under the provision of 24 CFR Part 58 (Environmental Review Procedures for the Community Development Block Grant Program) for program year 2012 activities was received in this office on November 16, 2011. It appears that activities scheduled for 2012 do not require the preparation and dissemination of an environmental impact statement. An executed Form HUD 7015.16, Notice of Removal of Grant Conditions, is enclosed. Funds for these activities may be obligated/expended upon receipt of this form.

In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sep. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding and Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

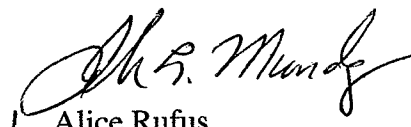
The FY 2012 Budget may have significantly reduced funding for the CDBG program compared to the FY 2011 levels. Grantees that have already submitted their annual Action Plan based on an anticipated amount higher than the FY 2011 allocations for these programs must revise their Action Plan consistent with the allocation amount and applicable amendment requirements. Your local CPD field office is available to provide additional information regarding amendment requirements.

CPD has moved rapidly to implement the OneCPD technical assistance process. Under OneCPD, technical assistance has adopted a place-based strategy with the goal of improving the ability of grantees to understand their local market conditions, set goals, and design and effectively carry out their housing and community development programs. This is particularly important as many local governments continue to struggle with budgetary pressures resulting from the economic downturn.

HUD again urges grantees to consider the needs of returning veterans and their families in the design and administration of these formula programs. Our fellow Americans have served our nation on the battlefields of Iraq and Afghanistan and seemingly countless other places around the globe. Many veterans are returning to our communities with wounds and injuries that may make it difficult for them to find housing or support themselves and their families. I ask that you consider their sacrifice and ensure that these men and women receive every appropriate consideration in the use of these funds at the local level.

CPD looks forward to working with you in a true partnership to successfully meet the challenges we face in FY 2012. On behalf of the Department, I wish the City of Fayetteville much success in the use of these resources to implement the City's community development initiatives. If you have any questions or if we may be of any assistance to the City in the implementation of your CDBG program, please contact me at (501) 918-5700, or Lisa Spigner, Community Planning and Development Representative, at (501) 918-5734.

Sincerely,



Alice Rufus
Field Office Director

Enclosures

cc:

Ms. Yolanda Fields

Authority to Use Grant Funds

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

A. 6
2012 Community Development
Block Grant Award
Page 9 of 10

To: (name & address of Grant Recipient & name & title of Chief Executive Officer) The City of Fayetteville 113 West Mountain Fayetteville, AR 72701 Honorable Lioneld Jordan, Mayor		Copy To: (name & address of SubRecipient)
We received your Request for Release of Funds and Certification, form HUD-7015.15 on		11/16/2011
Your Request was for HUD/State Identification Number		B12-MC-05-0001

All objections, if received, have been considered. And the minimum waiting period has transpired.
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
File this form for proper record keeping, audit, and inspection purposes.

Program Activity/Project Description:

24 CFR 58.34 Exempt Activities

Administration of the Community Development Block Grant
CASA of Northwest Arkansas
Community Clinic – Owl Creek School Based Health Center
LifeSource International
Transportation Program
Washington Regional Medical Foundation

24 CFR 58.35 Categorically Excluded Activities

Housing Rehabilitation Program
Redevelopment Program
Life Styles
Yvonne Richardson Community Center

Typed Name of Authorizing Officer: James E. Slater	Signature of Authorizing Officer 	Date (mm/dd/yyyy) 04/09/2012
Title of Authorizing Officer: Director, CPD	X	

City of Fayetteville Staff Review Form

A. 7
The Spirits Shop, Inc.
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15
3/6/2012

City Council Meeting Date
Agenda Items Only

Chris Brown ^{CB}
Submitted By

Engineering
Division

Development Services
Department

Action Required:

Approval of a Resolution authorizing the settlement of The Spirits Shop, Inc. Condemnation Case for a total of \$16,900.

\$ 6,200.00
Cost of this request

\$ 185,515.00
Category / Project Budget

Transportation Bond Program
Program Category / Project Name

4470.9470.5810.00
Account Number

\$ 130,781.23
Funds Used to Date

Land Acquisition
Program / Project Category Name

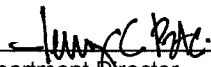
06035.2250
Project Number

\$ 54,733.77
Remaining Balance

Sales Tax Capital Improvements
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐


Department Director

4-27-12
Date

Previous Ordinance or Resolution #


City Attorney

4-27-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Bacher
Finance and Internal Services Director

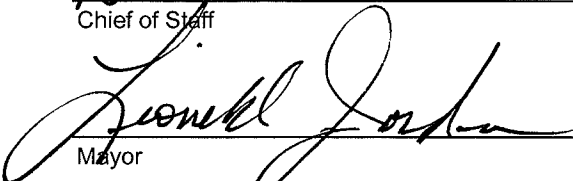
4-27-2012
Date

Received in City 4-27-12 A11:49 RCVD
Clerk's Office


Chief of Staff

4-27-12
Date

Received in
Mayor's Office


Mayor

4/27/12
Date



Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

City Council Meeting of May 15, 2012

To: Mayor Jordan and City Council

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

From: Chris Brown *CB*

Date: April 27, 2012

Subject: Approval of a Resolution authorizing the settlement of The Spirits Shop, Inc. Condemnation Case for a total of \$16,900.

PROPOSAL:

Improvements to Garland Avenue (Highway 112) are planned as part of a City of Fayetteville and Arkansas State Highway and Transportation Department (AHTD) partnering project. Our agreement with AHTD provides that the City is responsible for 50% of the construction cost, up to \$1.5 million, and all of the cost of right of way acquisition and relocation of utility facilities.

Prior to construction work by AHTD, the City and local public utilities must relocate existing utility lines out of the widening area. In order to accomplish this work, it was necessary to acquire utility easements adjacent to the right of way. City was not able to negotiate a compensation agreement with the Spirits Shop, therefore, the City Council authorized acquisition by condemnation at its March 6, 2012 meeting, and the City Attorney subsequently filed a complaint with the Circuit Court to acquire the necessary easement. The order of possession was received on this property after the complaint was filed and the City deposited \$10,700 with the Court as just compensation.

On April 24th, after a meeting between Mr. Donald Johnston, representing the Spirits Shop, and City of Fayetteville staff, Assistant City Attorney Jason Kelley provided a settlement offer to The Spirits Shop in the amount of \$16,900, contingent on City Council approval. Mr. Johnston has accepted this offer, as indicated by the attached letter.

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing settlement of the Spirits Shop condemnation case and authorizing an additional payment of \$6,200 to The Spirits Shop. This is a fair and equitable settlement to both the City and the property owners, and avoids further staff time and litigation expense on this case.

BUDGET IMPACT:

Payment of the additional amount to The Spirits Shop will be made from the Garland Avenue Water and Sewer Relocations project of the Transportation Bond Program. There are adequate funds available for this payment.

RESOLUTION NO. _____

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH THE SPIRITS SHOP, INC., CONCERNING CONDEMNATION LITIGATION FILED AS PART OF THE N. GARLAND AVENUE IMPROVEMENT PROJECT, IN THE TOTAL AMOUNT OF \$16,900.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with The Spirits Shop, Inc., in a total amount of \$16,900.00, as full and final settlement of condemnation litigation (City of Fayetteville v. The Spirits Shop, Inc., Washington County Circuit Court Case No. CV 2012-654-7) filed as part of the N. Garland Avenue Improvement Project.

Section 2: That the City Council of the City of Fayetteville, Arkansas, in furtherance of the settlement, hereby approves payment of an additional \$6,200.00 over and above the \$10,700.00 placed on deposit with the court.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY:

JASON B. KELLEY
Assistant City Attorney

Judy Housley
Office Manager



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

FOR PURPOSES OF SETTLEMENT NEGOTIATIONS ONLY.

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

April 24, 2012

The Spirits Shop, Inc.
c/o Donald Johnston
VIA Facsimile 479-521-1650

Re: City of Fayetteville v. The Spirits Shop, Inc., Wash. Co. Case No. CV 12-654-7

Dear Mr. Johnston:

As we discussed during our meeting today with City representatives Chris Brown and Matt Casey, the City is willing to settle the above-referenced condemnation case concerning the easement along North Garland owned by The Spirits Shop, Inc. for a total of \$16,900.00, subject to approval of the Mayor and City Council of Fayetteville.

If this is acceptable, please have an authorized representative of The Spirits Shop, Inc. indicate acceptance on the bottom of this letter and feel free to return fax it to me at 479-575-8315. Should you desire to accept, we will begin working on preparing the settlement approval paperwork and presenting the agreement to the Mayor and City Council for their approval as soon as possible.

This offer will expire if not accepted by 9:00 a.m., Monday, April 30, 2012.

Sincerely,

Jason B. Kelley
Assistant City Attorney

cc: C. Brown
M. Casey

ACCEPTED:

Authorized Representative, The Spirits Shop, Inc.

Date: 4-25-12

Donald Johnston

Takings Aerial



City of Fayetteville Staff Review Form

A. 8
 Bid #12-34 David's Fire Equipment
 Page 1 of 10

City Council Agenda Items
 and
 Contracts, Leases or Agreements

May 15, 2012

City Council Meeting Date
 Agenda Items Only

David Dayringer
 Submitted By

Fire
 Division

Fire
 Department

Action Required:

A resolution awarding Bid 12-34 for and approving the purchase of two thermal imagers from the vendor *David's Fire Equipment*, in the amount of \$20,400.00 plus sales tax, for the Fayetteville Fire Department.

\$ 22,287.00 Cost of this request	\$ 200,000.00 Category / Project Budget	Fire Department Act 833/46/Misc Revenue Program Category / Project Name
1010.3020.5801.00 Account Number	\$ 15,657.98 Funds Used to Date	Fire Improvements Program / Project Category Name
03047 / 1 Project Number	\$ 184,342.02 Remaining Balance	General Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

[Signature] 4-25-12
 Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 4-30-12
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paula A. Baker 4-30-2012
 Finance and Internal Services Director Date

Received in City Clerk's Office 04-30-12 P03:10 RCVD

Kim G.

[Signature] 4-30-12
 Chief of Staff Date

Received in Mayor's Office

ENTERED
 4-30-12 BCP

[Signature] 5/1/12
 Mayor Date

Comments:

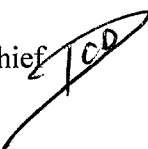


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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief 

Date: May 15, 2012

Subject: A resolution awarding Bid 12-34 for and approving the purchase of two thermal imagers from the vendor *David's Fire Equipment*, for the amount of \$20,400.00 plus sales tax, for the Fayetteville Fire Department.

PROPOSAL:

A thermal imaging camera (colloquially known as a TIC) is a type of thermographic camera used in firefighting. By rendering radiation as visible light, such cameras allow firefighters to see areas of heat through smoke, darkness, or heat-permeable barriers.

Since thermal imaging cameras can "see" through darkness or smoke, they allow firefighters to quickly find the seat of a structure fire, or see the heat signature of visually obscured victims. Thermal imaging cameras have been credited with saving multiple lives per year through victim identification and removal from low visibility conditions.

RECOMMENDATION:

Sealed formal bids for the purchase of two thermal imagers were publicly read and the results are attached to this memo.

Staff recommends a resolution awarding Bid 12-34 – Fire Department Thermal Imagers to the vendor *David's Fire Equipment* and approving the purchase of two thermal imagers for a total price of \$20,400.00 plus sales tax.

BUDGET IMPACT:

Funds for the purchase of thermal imaging cameras have been budgeted in Project 03047 – Fire Department Act 833/46/Misc Revenue. This project is funded by the State Fire Protection Services Program – Act 833 of 1991 through a half of 1% premium tax on fire insurance policies.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID 12-34 TO PURCHASE TWO THERMAL IMAGERS FROM DAVID'S FIRE EQUIPMENT IN THE AMOUNT OF \$20,400.00 PLUS SALES TAX FOR THE FAYETTEVILLE FIRE DEPARTMENT

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 Bid 12-34 and authorizes the purchase of two thermal imagers from David's Fire Equipment in the amount of \$20,400.00 plus sales tax for the Fayetteville Fire Department.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 12-34
DATE: 04/24/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

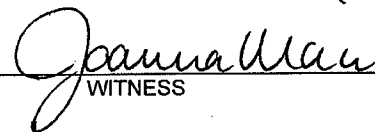
Bid 12-34, Fire Department Thermal Imagers

BIDDER	MANUFACTURER	MODEL	Price Each	QTY	TOTAL COST
1 David's Fire Equipment	Bullard	T4 Max Bundle	\$10,200.00	2 \$	20,400.00
2 EVS Mid-South	Bullard	T4 Max	\$10,479.56	2 \$	20,959.12
3 Wayest Safety, LLC	Bullard	T4 Max Bundle	\$11,341.45	2 \$	22,682.90

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

CERTIFIED:


A. RASCO, PURCHASING AGENT


WITNESS

4/24/12
DATE



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

INVITATION TO BID

INVITATION TO BID: BID 12-34, Fire Department Thermal Imagers

DEADLINE: Tuesday, April 24, 2012 before 2:00 PM, local time

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

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

DATE OF ISSUE AND ADVERTISEMENT: Thursday, April 05, 2012

INVITATION TO BID

Bid 12-34, Fire Department Thermal Imagers

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled "Bid 12-34, Fire Department Thermal Imagers" with the name and address of the bidder.

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

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

Name of Firm: DAVID'S FIRE Equipment

Contact Person: DAVID GEORGE Title: OWNER

E-Mail: david@davidstfire.com Phone: 1-800-269-0017

Business Address: 8783 JOHN HARDEN DR.

City: Cabot State: AR Zip: 72023

Signature: David George Date: 4-16-12

City of Fayetteville
Bid 12-34, Fire Department Thermal Imagers
Bid Form

*GUARANTEED DELIVERY DATE: 30 Days

F.O.B. City of Fayetteville, Central Fire Station, 303 W. Center St., Fayetteville, AR 72701.

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Bullard T4Max Thermal Imager with accessories	2	\$ <u>10,200.00</u>	\$ <u>20,400.00</u>

Please Specify for Unit(s) Bid:

*MANUFACTURER: Bullard MODEL: T4 MAX Bundle

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

EXECUTION OF BID -

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

Upon signing this Bid, the bidder certifies that:

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

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

*NAME OF FIRM: DAVID'S FIRE Equipment
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: 8783 JOHN HARDEN DR.

*CITY: CABOT *STATE: AR *ZIP: 72023

*PHONE: 800-264-0017 FAX: 501-941-3315

*E-MAIL: david@davidstfire.com

*BY: (PRINTED NAME) DAVID GEORGE

*AUTHORIZED SIGNATURE: [Signature]

*TITLE: OWNER

City of Fayetteville
Bid 12-34, Fire Department Thermal Imagers
Technical Specification: Thermal Imager

1.0 GENERAL

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.

2.0 MANUFACTURER / MODEL

- 2.1 Unit(s) bid shall be new standard production model as offered for commercial trade.

3.0 SPECIFICATIONS

3.1 Thermal Imager:

- a. ☒ Bullard T4Max Thermal Imager, or approved equal
- b. ☒ Technology Optimization package (T.O.P.)
- c. ☒ Ultra-High resolution 320X240 detector
- d. ☒ Super Red Hot colorization that alerts to areas of intense heat
- e. ☒ Electronic Thermal Throttle that isolates heat sources
- f. ☒ Minimum of 1100 degree F saturation temperature
- g. ☒ Minimum of 4.3" widescreen format liquid crystal display. Minimum of 130,560 pixels
- h. ☒ Super bright display that enables viewing in thick smoke and direct sunlight
- i. ☒ 450:1 contrast Ratio
- j. ☒ 50 degree horizontal field of view
- k. ☒ Shall be a hand-held design
- l. ☒ Combination wrist/gear strap
- m. ☒ Total weight shall not exceed 4lbs with battery installed
- n. ☒ Re-usable case
- o. ☒ Two rechargeable batteries
- p. ☒ Battery charger with AC/DC charger
- q. ☒ Truck mount charging system with all necessary mounting hardware and power cords
- r. ☒ Shall include extended warranty.
- s. ☒ Shall have an outer shell or housing manufactured from heat resistant product
- t. ☒ Camera and lens shall be in a waterproof cover
- u. ☒ Shall have a battery life indicator with LED's
- v. ☒ Fire Department shall choose standard color

3.2 WARRANTY:

- a. ☒ The thermal imagers shall be warranted for 1 year
- b. ☒ Warranty shall include any and all associated costs for repairs including but not limited to parts, labor, transportation, shipping, packaging, necessary rush shipping, etc. to and from the warranty service center.
- c. ☒ Successful vendor shall be responsible for warranty administration of entire completed unit.

3.3 SHIPPING:

- a. ☒ Price bid shall include all shipping costs

City of Fayetteville
Bid 12-34, Fire Department Thermal Imagers
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

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

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

☒ 1.) NO KNOWN RELATIONSHIP EXISTS

☐ 2.) RELATIONSHIP EXISTS (Please explain)

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

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

DAVID U. GEORGE

Printed Name

Signature

Date

City Of Fayetteville						Requisition No.:		Date: 5/15/2012	
						P.O Number:		Expected Delivery Date: 6/15/2012	
Vendor #: 16987		Vendor Name: David's Fire Equipment				Mail Yes: <u>X</u> No: _____			
Address:				Fob Point:		Taxable Yes: <u>X</u> No: _____		Quotes Attached Yes: _____ No: <u>X</u>	
City:		State:		Zip Code:		Ship to code: 120		Divison Head Approval:	
Requester: Ginny Gundlach				Requester's Employee #: 2283		Extension: 489			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Bullard T4Max Thermal Imager with Accessories	1	Ea	\$10,200.00	\$10,200.00	1010.3020.5801.00	03047 / 1		300911
2	Bullard T4Max Thermal Imager with Accessories	1	Ea	\$10,200.00	\$10,200.00	1010.3020.5801.00	03047 / 1		300912
3									
4									
5									
6									
7									
8									
9									
10									
Special Instructions: Per Bid 12-34 & Res. xxx-12						Subtotal: <u>\$20,400.00</u> Tax: <u>\$1,887.00</u> Total: <u>\$22,287.00</u>			
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. 9
 Bid #12-39 Benchmark Construction
 of NWA, Inc.
 Page 1 of 36

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

May 15th, 2012

City Council Meeting Date
 Agenda Items Only

Brian Pugh
 Submitted By

Solid Waste & Recycling
 Division

Utilities
 Department

Action Required:

A resolution awarding a construction contract to Benchmark Construction Inc. of NWA for \$407,560.07 for installation of a concrete pad and associated work at the City of Fayetteville Solid Waste and Recycling Facility, per Bid #12-39, approving a project contingency of \$40,756.01 (approximately 10%), and approving a budget adjustment.

\$ 432,585.23

Cost of this request

\$ 422,289.00

Category / Project Budget

Compost Site Slab Expansion

Program Category / Project Name

5500.5080.5816.00

Account Number

\$ -

Funds Used to Date

Solid Waste Improvements

Program / Project Category Name

10002 / 1

Project Number

\$ 422,289.00

Remaining Balance

Solid Waste

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Am Man
 Department Director

4-30-12
 Date

Previous Ordinance or Resolution #

J B Kelly
 City Attorney

5-1-12
 Date

Original Contract Date:

Original Contract Number:

Paul a. Bach
 Finance and Internal Services Director

5-2-2012
 Date

Received in City 04-30-12 P05:39 RCVD
 Clerk's Office

Am Man
 Chief of Staff

5-2-12
 Date

Received in
 Mayor's Office

ENTERED
5-1-12 BRP

Lionel Jordan
 Mayor

5/2/12
 Date

Comments:

To: Fayetteville City Council
 Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff
 David Jurgens, Utilities Director

From: Brian Pugh, Waste Reduction Coordinator

Brian Pugh

Date: April 27, 2012

Subject: A resolution awarding a contract with Benchmark Construction Inc. of NWA for \$407,560.07 for compost site concrete pads

RECOMMENDATION

A resolution awarding a construction contract to Benchmark Construction Inc. of NWA for \$407,560.07 for installation of a concrete pad and associated work at the City of Fayetteville Solid Waste and Recycling Facility, per Bid #12-39, approving a project contingency of \$40,756.01 (approximately 10%), and approving a budget adjustment.

BACKGROUND

The City's compost facility has an EPA/ADEQ stormwater management permit which requires that stormwater be contained and controlled so as to prevent the stormwater from running off into the White River, roughly 85 feet away. To better control the stormwater while continuing operations, we have embarked on a three phased project to construct concrete slabs where we actually process the compost and to line the site detention pond. In addition, the new concrete pad will improve operating efficiency by allowing the compost rows to be turned when needed and not be limited to only turning during dry weather conditions. The ponding of water at the site limits the ability to turn the rows due to equipment getting stuck and can also result in violations during inspections by ADEQ for having standing water on site. The first phase was completed in late 2010.

DISCUSSION

This contract is to construct phase 2 of the project which consists of the north pad of the operating face of the compost facility and to widen the existing detention pond. To keep costs to a minimum, all engineering, design and inspection is being conducted internally by the Engineering and Utilities Staff. The City received 9 bids on April 30, 2012. The two lowest bids were rejected due to failure to provide references. Staff recommends authorization of contract to the lowest responsive responsible bidder which was Benchmark Construction Inc. of NWA. Construction will begin upon City Council approval, and is expected to last approximately 10 days.

Contractor	Bid
Arco Excavation and Paving	\$393,851.38
Benchmark Construction	\$407,560.07
Construmarr, Inc.	\$487,325.00
Kirk's Excavation, Inc.	\$393,259.30
LJB Construction, Inc.	\$429,760.45
Prime Contracting, Inc.	\$571,240.39
SSI, Inc. of NWA	\$408,251.81
Steve Beam Construction, Inc.	\$510,579.26
Sweetser Construction	\$522,403.00
Engineer's Estimate	\$ 483,108.00

BUDGET IMPACT

Funds are available in the Solid Waste capital budget, project 10002.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-39 AND AUTHORIZING A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$407,560.07 FOR THE CONSTRUCTION AND INSTALLATION OF A CONCRETE PAD AT THE SOLID WASTE AND RECYCLING FACILITY, APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-39 and authorizes a contract with Benchmark Construction of NWA, Inc. in the amount of \$407,560.07 for the construction and installation of a concrete pad at the solid waste and recycling facility.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a ten percent (10%) project contingency.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

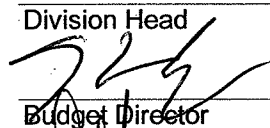
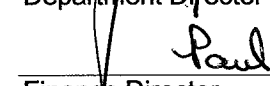
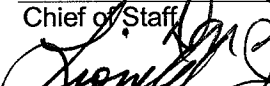
A. 9 V11.0425
Bid #12-39 Benchmark Construction

Budget Year 2012	Division: Solid Waste & Recycling Department: Utilities Director	Request Date 5/15/2012	Adjustment Number of NWA, Inc. Page 4 of 38
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Additional funding is requested in the compost site slab expansion project for concrete for the compost pad which will better control stormwater and improve storm water detention.

Reduce the Solid Waste compactors project. Compactors are only purchased as needed for the drop box program.

Division Head 	Date 5-2-2012	Prepared By: John Nelson	#NAME?
Budget Director 	Date 2/1/12	Reference:	
Department Director 	Date 5-2-2012	Budget & Research Use Only	
Finance Director 	Date 5-2-2012	Type: A B C <u>D</u> E P	
Chief of Staff 	Date 5-2-12	General Ledger Date	
Mayor 	Date 5/2/12	Posted to General Ledger	Initial Date
		Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Solid Waste improvements	5500.5080.5816.00	65,000		10002 . 1
Solid Waste improvements	5500.5080.5816.00	(65,000)		10001 . 1
				.
				.



City Of Fayetteville

Requisition No.:

Date: Bid #12-39 Benchmark Construction
5/15/2012 of NWA, Inc.

P.O Number:

Expected Delivery Date:

Vendor #:

68230

Vendor Name:

Benchmark Construction Inc. of NWA

Mail

Yes: _____

No: _____

Address:

333 W. Poplar Suite A

Fob Point:

Taxable

Yes: _____

No: _____

Quotes Attached

Yes: _____

No: _____

City:

Fayetteville

State:

AR

Zip Code:

72703

Ship to code:

104

Division Head Approval:

Requester:

John Nelson

Requester's Employee #:

1003

Extension:

492

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Installation of Concrete Pad for Compost Site	1	JOB	\$407,560.07	\$407,560.07	5500.5080.5816.00	10002.1		
2	Contract # _____ Bid #12-39; Res. No. _____								
3									
4									
5									
6									
7									
8									
9									
10									

Special Instructions:

Subtotal:

\$407,560.07

Tax:

\$0.00

Total:

\$407,560.07

Approvals:

Mayor: _____

Department Director: _____

Finance & Internal Services Director: _____

Budget Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

CONTRACT

Reference Bid: Bid 12-39, Construction – Installation of Concrete Pad

Contractor: Benchmark Construction of NWA, Inc.

Term: Project Specific

This contract executed this _____ day of _____, 2012, between the City of Fayetteville, Arkansas, and Benchmark Construction of NWA, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Benchmark Construction of NWA, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-39 as stated in Benchmark Construction of NWA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-39 all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Benchmark Construction of NWA, Inc. based on their bid proposal in an amount not to exceed **\$407,560.07**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Benchmark Construction of NWA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-39 with the specifications and conditions typed thereon including Addendums 1 and 2.
 - B. Benchmark Construction of NWA, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Benchmark Construction of NWA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Benchmark Construction of NWA, Inc.
5. Benchmark Construction of NWA, Inc. shall not assign its duties under the terms of this agreement.
6. Benchmark Construction of NWA, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Benchmark Construction of NWA, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Benchmark Construction of NWA, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Benchmark Construction of NWA, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.
\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Benchmark Construction of NWA, Inc.

8. Benchmark Construction of NWA, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Benchmark Construction of NWA, Inc. with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

BENCHMARK CONST OF NWA, INC
CONTRACTOR

BY Stephen Smith, CEO
NAME AND TITLE

PRESIDENT
ATTEST: COMPANY SECRETARY

333 WEST POPLAR, STE A
FAYETTEVILLE, AR 72703
BUSINESS ADDRESS

Bid 12-39, Addendum 1



Date: Monday, April 23, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO, 479.575.8220, aforen@ci.fayetteville.ar.us

RE: Bid 12-39, Construction – Installation of Concrete Pad

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

1.) The entire bid form section has been revised, which includes revised quantities. All bidders shall use the bid form included with this Addendum. Failure to use the correct bid form shall result in bid rejection.

- 2.) Attachment D, Drawings has been revised and replaced with the set included in this Addendum (total of 4 sheets of drawings). These drawings have modifications, including but not limited to:
 - a. The City raised the grades to closer match existing conditions to minimize the removal and protect the existing sewer line.
 - b. Existing location of the sanitary sewer main is now shown.
 - c. Concrete shall be Class B instead of ADTD Class AE, matching the concrete specifications.
 - d. Revised the acreage to include only the north section of the pad, not the whole site.
- 3.) Attached and included with this addendum are the following documents
 - a. SWPPP sheet and documents
 - b. Geotech report
 - c. Sign-in sheet from pre-bid meeting
- 4.) Reference Attachment A, Page 13: Concrete pavement surfaces shall be given a Class 5, broom, finish.
- 5.) Work hours shall be Monday-Friday, 7AM – 4PM. Evening, night and weekend hours can be scheduled upon proper coordination with the City.
- 6.) Prior to contract start, the City will have the excess material removed from the site.
- 7.) Storm water permit will be provided by the City of Fayetteville.
- 8.) Final completion shall be completed within 110 calendar days after Notice to Proceed. Notice to Proceed is anticipated to be issued on May 28, 2012.
- 9.) Liquidated damages shall apply in the amount of \$150 per calendar day.
- 10.) Payment for bid items shall be off of approved and properly documented actual quantities.
- 11.) Any reference in the bid package to the "Agreement" shall be interpreted as the entire bid package, any addenda, etc.
- 12.) The manhole will be adjusted to finish grade by the City Water and Sewer Division. It has been noted on the revised plans as to be completed "by others".
- 13.) Contractor will be allowed thicken concrete up to 8" on the curb to match the pavement or shape the base to match the specified gutter to slab thickness.

Acknowledge Addendum #1: Printed Name: _____
Signature: _____ Title: _____ Date: _____
Company: _____

City of Fayetteville
Bid 12-39, Construction – Installation of Concrete Pad
Bid Form – ADDENDUM 1

Contract Name: Installation of Concrete Pad at Solid Waste – Phase 1

Bid Number 12-39

BID TO:

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

BID FROM:

Bidder: _____

Section 1 – Intent:

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

Section 2 – Terms & Conditions:

- B. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

Section 3 – Bidder's Representations: In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

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

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, 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 Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

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

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

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Bid Price:

Item #	Description	Unit of Measure	Estimated Quantity		Unit Price		Total
1	Mobilization - shall not exceed 5% of total bid	Lump Sum	1	x	\$	=	\$
2	Insurance & Bonds	Lump Sum	1	x	\$	=	\$
3	8" Concrete Pad	SY	8,526	x	\$	=	\$
4	Curb & Gutter	LF	745	x	\$	=	\$
5	4" Class 7Base	SY	8,803	x	\$	=	\$
6	Hillside Embankment	CY	5,868	x	\$	=	\$
7	Excavation and Grading	CY	2,700	x	\$	=	\$
8	Removal of existing concrete pavement	SY	590	x	\$	=	\$
TOTAL BASE BID							\$
Name of Contractor: _____							

Section 5 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in **Addendum 1**.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the **bid package**.

Section 6 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

 Phone No. _____
 FAX No. _____

Section 7 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

City of Fayetteville, Arkansas

Bid 12-39, Addendum 1

Page 4 of 5

SUBMITTED on this _____ Date of _____, 20_____.

Arkansas State Contractor License No. _____

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: _____ (SEAL)

Date of Incorporation: _____

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

By: _____

(Signature – attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Business address: _____

Phone No.: _____ FAX No.: _____

Bid 12-39, Addendum 2



Date: Thursday, April 26, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO, 479.575.8220, aforen@ci.fayetteville.ar.us

RE: Bid 12-39, Construction – Installation of Concrete Pad

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

- 1.) **The deadline for bids has been extended until Monday, April 30, 2012 before 2:00:00 PM, local time. All bids shall be delivered to Room 306 in City Hall prior to the deadline stated. No late bids shall be accepted.**
- 2.) Awarded contractor shall be responsible for compaction testing and construction staking.
- 3.) Existing concrete slab shall be removed and properly disposed of, per item 8 in the bid form.
- 4.) All excess material on the project shall be taken off site and properly disposed of. The City **will not** provide a location to store or haul removed excess materials.
- 5.) Reference Attachment A, Page 13: Concrete pavement surfaces shall be given a **Class 6, broom finish**.
- 6.) Dowels are not required to be smooth.

Acknowledge Addendum #2:

*Printed Name: _____

*Signature: _____

*Title: _____ *Date: _____

*Company: _____

Permit No. ARR150000

SITE WITH AUTOMATIC COVERAGE (LESS THAN 5 ACRES) CONSTRUCTION SITE NOTICE

FOR THE
Arkansas Department of Environmental Quality (ADEQ)
Storm Water Program
NPDES GENERAL PERMIT NO. ARR150000

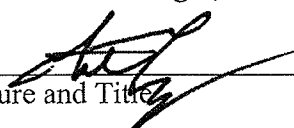
The following information is posted in compliance with **Part I.B.8.b** of the ADEQ General Permit Number **ARR150000** for discharges of stormwater runoff from sites with automatic coverage. Additional information regarding the ADEQ stormwater program may be found on the internet at:

www.adeq.state.ar.us/water/branch_npdes/stormwater

Permit Number	ARR150000
Contact Name:	<u>Matt Casey</u>
Phone Number:	<u>479-444-3429</u>
Project Description (Name, Location, etc.):	<u>City of Fayetteville Compost Facility</u>
Start Date:	<u>June 2012</u>
End Date:	
Total Acres:	<u>1.625 Acres</u>
Location of Stormwater Pollution Prevention Plan:	<u>Onsite</u>

For Construction Sites Authorized under **Part I.B.6.b** (Automatic Coverage) the following certification must be completed:

I Matt Casey (Typed or Printed Name of Person Completing this Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part I.B.2. of the ADEQ General Permit Number ARR150000. A stormwater pollution prevention plan has been developed and implemented according to the requirements contained in Part II.A.2.B & D of the permit. I am aware there are significant penalties for providing false information or for conducted unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.


Signature and Title

4/28/12
Date

Stormwater Pollution Prevention Plan (SWPPP) for Construction Activity
for Small Construction Sites

National Pollutant Discharge Elimination System (NPDES)
General Permit # ARR150000

Prepared for:

City of Fayetteville
Solid Waste Division

Concrete Pad Installation
At
Compost Facility

Date:

April 20, 2012

Prepared by:

Matt Casey, P.E.

Stormwater Pollution Prevention Plan for Construction Activity
 ARR150000

Page 1

Project Name and Location: Concrete Pad Installation at Compost Facility

Property Parcel Number (Optional): _____

Operator Name and Address: City of Fayetteville Solid Waste Division

A. Site Description

- a. Project description, intended use after NOI is filed: Installation of a 70,000 sf concrete pad for compost operations and expanding the existing sedimentation basin.
- b. Sequence of major activities which disturb soils: Removal of a minimum of 2' of existing soil, replacement of soil with stable Hillside Material, forming and placement of concrete.
- c. Total Area: 1.62 Acres Disturbed Area: 1.62 Acres

B. Responsible Parties

Individual/Company	Phone Number	Service Provided for SWPPP (i.e., Inspector, SWPPP revisions, Stabilization Activities, BMP Maintenance, etc.)
Brian Pugh City of Fayetteville	479718-7685	Project Manager
Contractor to be determined		General Contractor

C. Receiving Waters

- a. The following waterbody (or waterbodies) receives stormwater from this construction site: West Fork of the White River
- b. Is the project located within the jurisdiction of an MS4? ☒ Yes ☐ No
 - i. If yes, Name of MS4: City of Fayetteville
- c. Ultimate Receiving Water:

☐ Red River	☒ White River
☐ Ouachita River	☐ St. Francis River
☐ Arkansas River	☐ Mississippi River

D. Site Map Requirements (Attach Site Map):

- a. Pre-construction topographic view;

Stormwater Pollution Prevention Plan for Construction Activity
ARR150000

Page 2

- b. Direction of stormwater flow (i.e., use arrows to show which direction stormwater will flow) and approximate slopes anticipated after grading activities;
- c. Delineate on the site map areas of soil disturbance and areas that will not be disturbed under the coverage of this permit;
- d. Location of major structural and nonstructural controls identified in the plan;
- e. Location of main construction entrance and exit;
- f. Location where stabilization practices are expected to occur;
- g. Locations of off-site materials, waste, borrow area, or equipment storage area;
- h. Location of areas used for concrete wash-out;
- i. Location of all surface water bodies (including wetlands);
- j. Locations where stormwater is discharged to a surface water and/or municipal separate storm sewer system if applicable,
- k. Locations where stormwater is discharged off-site (should be continuously updated);
- l. Areas where final stabilization has been accomplished and no further construction phase permit requirements apply.

E. Stormwater Controls

- a. Initial Site Stabilization, Erosion and Sediment Controls, and Best Management Practices:

- i. Initial Site Stabilization: Installation of erosion control devices (silt fence)
Site has an existing sedimentation pond.
- ii. Erosion and Sediment Controls: Installation of erosion control devices (silt fence and the existing sedimentation pond.
- iii. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the operator will replace or modify the control for site situations: ☒ Yes ☐ No
If No, explain: _____

- iv. Off-site accumulations of sediment will be removed at a frequency sufficient to minimize off-site impacts: ☒ Yes ☐ No
If No, explain: _____

- v. Sediment will be removed from sediment traps or sedimentation ponds when design capacity has been reduced by 50%: ☒ Yes ☐ No
If No, explain: _____

Stormwater Pollution Prevention Plan for Construction Activity
ARR150000

Page 3

- vi. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges: ☒ Yes ☐ No

If No, explain: _____

- vii. Off-site material storage areas used solely by the permitted project are being covered by this SWPPP: ☐ Yes ☒ No

If Yes, explain additional BMPs implemented at off-site material storage area: _____

b. Stabilization Practices

- i. Description and Schedule: Disturbed area will be either covered with concrete for the pad construction or will be seeded and mulched after construction.

- ii. Are buffer areas required? ☐ Yes ☒ No

If Yes, are buffer areas being used? ☐ Yes ☐ No

If No, explain why not: There is a sedimentation pond that collects all of the water from this site. If this fails, there is a 80' vegetated natural area directly downstream

If Yes, describe natural buffer areas: _____

- iii. A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included with the plan.

☒ Yes ☐ No

If No, explain: _____

- iv. Deadlines for stabilization: Stabilization procedures will be initiated 14 days after construction activity temporarily ceases on a portion of the site.

c. Structural Practices

- i. Describe any structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site: The site naturally slopes to a constructed sedimentation pond that will collect the water from the site

Stormwater Pollution Prevention Plan for Construction Activity
ARR150000

Page 4

ii. Sediment Basins:

Are 10 or more acres draining to a common point? ☐ Yes ☒ No

Is a sediment basin included in the project? ☒ Yes ☐ No

If Yes, what is the designed capacity for the storage?

☐ 3600 cubic feet per acre = : _____

or

☐ 10 year, 24 hour storm = : _____

☐ Other criteria were used to design basin: Modeled to detain
the 100-year storm flow from the site.

If No, explain why no sedimentation basin was included and
describe required natural buffer areas and other controls
implemented instead: _____

iii. Describe Velocity Dissipation Devices: Stone Rip Rap will be used at the
concentrated areas entering the pond.

F. Other Controls

a. Solid materials, including building materials, shall be prevented from being
discharged to Waters of the State: ☒ Yes ☐ No

b. Off-site vehicle tracking of sediments and the generation of dust shall be
minimized through the use of:

☒ A stabilized construction entrance and exit

☐ Vehicle tire washing

☐ Other controls, describe: _____

c. Temporary Sanitary Facilities: Located on-site

d. Concrete Waste Area Provided:

☒ Yes

☐ No. Concrete is used on the site, but no concrete washout is provided.

Explain why: _____

☐ N/A, no concrete will be used with this project

e. Fuel Storage Areas, Hazardous Waste Storage, and Truck Wash Areas: _____
Not applicable

Stormwater Pollution Prevention Plan for Construction Activity
ARR150000

Page 5

G. Non-Stormwater Discharges

- a. The following allowable non-stormwater discharges comingled with stormwater are present or anticipated at the site:

- ☐ Fire-fighting activities;
- ☐ Fire hydrant flushings;
- ☐ Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2;
- ☐ Potable water sources including uncontaminated waterline flushings;
- ☐ Landscape Irrigation;
- ☐ Routine external building wash down which does not use detergents or other chemicals;
- ☐ Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents or other chemicals are not used;
- ☐ Uncontaminated air conditioning, compressor condensate (See Part I.B.12.C of the permit);
- ☐ Uncontaminated springs, excavation dewatering and groundwater (See Part I.B.12.C of the permit);
- ☐ Foundation or footing drains where flows are not contaminated with process materials such as solvents (See Part I.B.12.C of the permit);

- b. Describe any controls associated with non-stormwater discharges present at the site: _____

- H. Applicable State or Local Programs: The SWPPP will be updated as necessary to reflect any revisions to applicable federal, state, or local requirements that affect the stormwater controls implemented at the site. ☒ Yes ☐ No

I. Inspections

- a. Inspection frequency:

☐ Every 7 calendar days

or

☒ At least once every 14 calendar days and within 24 hours of the end of a storm even 0.5 inches or greater (a rain gauge must be maintained on-site)

- b. Inspections:

Completed inspection forms will be kept with the SWPPP.

☒ ADEQ's inspection form will be used (See Appendix B)

or

☐ A form other than ADEQ's inspection form will be used and is attached (See inspection form requirements Part II.A.4.L.2)

- c. Inspection records will be retained as part of the SWPPP for at least 3 years from the date of termination.

Stormwater Pollution Prevention Plan for Construction Activity
ARR150000

Page 6

d. It is understood that the following sections describe waivers of site inspection requirements. All applicable documentation requirements will be followed in accordance with the referenced sections.

- i. Winter Conditions (Part II.A.4.L.3)
- ii. Adverse Weather Conditions (Part II.A.4.L.4)

J. Maintenance:

The following procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition will be followed: Daily inspections of erosion controls is expected by the contractor.
Repairs will be addressed immediately.

Any necessary repairs will be completed, when practicable, before the next storm event, but not to exceed a period of 3 business days of discovery, or as otherwise directed by state or local officials.

K. Employee Training:

The following is a description of the training plan for personnel (including contractors and subcontractors) on this project: _____

N/A

**Note, Formal training classes given by Universities or other third-party organizations are not required, but recommended for qualified trainers; the permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.

Certification

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official: 

Title: ASST CITY ENG

Date: 7/20/12

ARR150000 Inspection Form

Appendix A

Inspector Name: _____
 Inspector Title: _____

Date of Inspection: _____

Date of Rainfall: _____
 Days Since Last Rain Event: _____ days

Duration of Rainfall: _____
 Rainfall Since Last Rain Event: _____ inches

Description of any Discharges During Inspection: _____
 Location of Discharges of Sediment/Other Pollutant (specify pollutant & location): _____

Locations in Need of Additional BMPs: _____

Information on Location of Construction Activities

Location	Activity Begin Date	Activity Occuring Now (y/n)?	Activity Ceased Date	Stabilization Initiated Date	Stabilization Complete Date

Information on BMPs in Need of Maintenance

Location	In Working Order?	Maintenance Scheduled Date	Maintenance Completed Date	Maintenance to be Performed By

Changes required to the SWPPP: _____

Reasons for changes: _____

SWPPP changes completed (date): _____

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official: _____ Date: _____

Title: _____

BMP Consideration Checklist

Appendix B

The BMPs listed here should be considered for every project. Those BMPs that are not included in the SWPPP should be checked as "Not Used" with a brief statement describing why it is not being used.

Note: Appendix B and C do not have to be submitted with the SWPPP. These attachments are for use during the development of the SWPPP.

EROSION CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
EC-1 Scheduling	☐	☐	☐	
EC-2 Preservation of Existing Vegetation	☐	☐	☐	
EC-3 Hydraulic Mulch	☐	☐	☐	
EC-4 Hydroseeding	☐	☐	☐	
EC-5 Soil Binders	☐	☐	☐	
EC-6 Straw Mulch	☐	☐	☐	
EC-7 Geotextiles & Mats	☐	☐	☐	
EC-8 Wood Mulching	☐	☐	☐	
EC-9 Earth Dikes & Drainage Swales	☐	☐	☐	
EC-10 Velocity Dissipation Devices	☐	☐	☐	
EC-11 Slope Drains	☐	☐	☐	
EC-12 Stream bank Stabilization	☐	☐	☐	
SEDIMENT CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
SE-1 Silt Fence	☐	☐	☐	
SE-2 Sediment Basin	☐	☐	☐	
SE-3 Sediment Trap	☐	☐	☐	
SE-4 Check Dam	☐	☐	☐	
SE-5 Fiber Rolls	☐	☐	☐	
SE-6 Gravel Bag Berm	☐	☐	☐	
SE-7 Street Sweeping and Vacuuming	☐	☐	☐	
SE-8 Sand Bag Barrier	☐	☐	☐	
SE-9 Straw Bale Barrier	☐	☐	☐	
SE-10 Storm Drain Inlet Protection	☐	☐	☐	
SE-11 Chemical Treatment	☐	☐	☐	
WIND EROSION CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
WE-1 Wind Erosion Control	☐	☐	☐	

BMP Consideration Checklist

Appendix B

TRACKING CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
TR-1 Stabilized Construction Entrance/Exit	☐	☐	☐	
TR-2 Stabilized Construction Roadway	☐	☐	☐	
TR-3 Entrance/Outlet Tire Wash	☐	☐	☐	
NON-STORM WATER MANAGEMENT BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
NS-1 Water Conservation Practices	☐	☐	☐	
NS-2 Dewatering Operations	☐	☐	☐	
NS-3 Paving and Grinding Operations	☐	☐	☐	
NS-4 Temporary Stream Crossing	☐	☐	☐	
NS-5 Clear Water Diversion	☐	☐	☐	
NS-6 Illicit Connection/ Discharge	☐	☐	☐	
NS-7 Potable Water/Irrigation	☐	☐	☐	
NS-8 Vehicle and Equipment Cleaning	☐	☐	☐	
NS-9 Vehicle and Equipment Fueling	☐	☐	☐	
NS-10 Vehicle and Equipment Maintenance	☐	☐	☐	
NS-11 Pile Driving Operations	☐	☐	☐	
NS-12 Concrete Curing	☐	☐	☐	
NS-13 Concrete Finishing	☐	☐	☐	
NS-14 Material and Equipment Use Over Water	☐	☐	☐	
NS-15 Demolition Adjacent to Water	☐	☐	☐	
NS-16 Temporary Batch Plants	☐	☐	☐	
WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
WM-1 Material Delivery and Storage	☐	☐	☐	
WM-2 Material Use	☐	☐	☐	
WM-3 Stockpile Management	☐	☐	☐	
WM-4 Spill Prevention and Control	☐	☐	☐	
WM-5 Solid Waste Management	☐	☐	☐	
WM-6 Hazardous Waste Management	☐	☐	☐	
WM-7 Contaminated Soil Management	☐	☐	☐	
WM-8 Concrete Waste Management	☐	☐	☐	
WM-9 Sanitary/Septic Waste Management	☐	☐	☐	
WM-10 Liquid Waste Management	☐	☐	☐	

1946 Birch Avenue
Fayetteville, Arkansas 72703

Office: (479) 521-7645
Fax: (479) 521-6232

Office Locations:

Fayetteville, Arkansas
Van Buren, Arkansas
Tulsa, Oklahoma

A. 9
Bid #12-39 Benchmark Construction
of NWA, Inc.
Page 25 of 38



November 2, 2010

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Attention: Tom Hubbard
Capital Projects and Contracts Engineer

RE: Proposed Pavement/Slab Concrete Subgrade Evaluation
City of Fayetteville Compost Facility
Fayetteville, Arkansas
Project No. 10-15071R

Dear Mr. Hubbard:

This report provides the results of the subsurface exploration and engineering analysis performed for the planned improvements to the existing City of Fayetteville Compost Facility. The report has been revised from the originally submitted report of October 22, 2010 based on information received on November 2, 2010 from the client.

We understand that the improvements will include new concrete pavement/slabs to be constructed in the composting area. The new concrete pavement/slabs are understood to be used to store compost material and will allow mixing and transporting construction equipment to access the compost area during wet weather conditions.

Based on the results of four (4) test pits performed in the planned area of new concrete, the design and construction considerations for this project include the following:

- Existing soil fill material was encountered in the southwest area of the project site. The existing fill material generally consisted of clayey gravel type soils (GC per the Unified Soil Classification System, USCS) and had a measured depth of approximately two (2) feet below the existing ground surface at the test pit locations.
- The presence of existing trash intermixed with soil below the existing soil fill at the southwest corner of the planned new concrete pavement/slab, and at the ground surface at the north and northeast areas of planned improvement. The observed trash consisted of glass bottles, metal items and some deleterious material (paper, rubber). The trash and soil mixture extended to the terminal depths of the test pits (4 to 6 feet); and
- The absence of groundwater observed at the test pit locations.

City of Fayetteville
Proposed Concrete Pavement/Slab – Compost Facility
10-15071R
Page 4



ENGINEERING ANALYSIS AND RECOMMENDATIONS

Existing Pavement Support Analysis

Based on the results of the subsurface exploration, the areas where existing fill material was observed at the surface of the test pit locations are stable and appear to be suitable for directly supporting placement of a concrete slab. However, soils underlying the existing fill material, and at the surface of the remaining test pit locations, consist of trash with some deleterious material. These soils should be anticipated to continue to consolidate over time. This will result in the potential for unsupported sections of concrete slab and slab failures. This can occur even in areas where stable existing fill material overlies the existing trash.

The only method to eliminate the potential for the existing trash and soil mixture to further consolidate would be to remove the trash mixture full depth. We understand this approach may not be feasible in terms of cost, time and usage of the property. Therefore other site grading recommendations are provided which are intended to reduce the amount of settlement the pavement subgrade will undergo. However, the client should understand that none of these options will eliminate the potential for pavement subgrade failure.

Site Grading Recommendations

Alternative I (preferred method):

The subgrade should be undercut – if required – to allow placement of a minimum of 1 ½ feet of new fill material. A separation fabric – Mirafi 500x or other fabrics at least equivalent in physical and strength properties – should be placed immediately on top of the exposed subgrade, prior to placement of the fill material. The fill material may be placed as a bridging lift, if required, to stabilize the exposed soils at undercut depth. The bridging lift should be placed beginning with a maximum 18 inch (loose thickness) lift with the top 6 inches of the lift compacted to project specifications. Remaining lifts should be placed in maximum 8 inch lifts until finish subgrade elevations have been reached. A Geotechnical Engineer should oversee bridging operations to ensure the recommended 18 inches is adequate to stabilize the exposed soils.

Alternative II:

The subgrade should be undercut – if required – to allow placement of a minimum of two feet of new fill material below the pavement section. The fill material may be placed as a bridging lift, if required, to stabilize the exposed soils at undercut depth. The bridging lift should be placed beginning with a maximum 18 inch (loose thickness) lift with the top 6 inches of the lift compacted to project specifications. Remaining lifts should be placed in maximum 8 inch lifts until finish subgrade elevations have been reached. A Geotechnical Engineer should oversee bridging operations to ensure the recommended 18 inches is adequate to stabilize the exposed soils.

City of Fayetteville
Proposed Concrete Pavement/Slab – Compost Facility
10-15071R
Page 5

GTS, Inc.
Geotechnical & Testing Services

Alternative III:

The subgrade should be graded to finish grades. After grading, the top 18 inches of soil should be mixed with 10 percent Class C Fly Ash or 6 percent Portland cement by dry unit weight. The weight of the existing soil can be estimated to be 110 pounds per cubic foot. Mixing of the Portland Cement or Class C Fly Ash should be performed with a Bomag © commercial rotary mixer or similar equipment. Mixing should be performed within 30 minutes of exposure of the chemical additive to the soil with the final compaction and grading to be completed within two hours of exposing the soil to the additive. After the two hour window has been reached, no construction traffic should be allowed on the stabilized soils for a period of at least 48 hours.

A Geotechnical Engineer should observe all stabilization methods.

City of Fayetteville
 Proposed Concrete Pavement/Slab – Compost Facility
 10-15071R
 Page 6

GTS, Inc.
 Geotechnical & Testing Services

PAVEMENT DESIGN RECOMMENDATIONS

Pavement Thickness Designs

In the absence of specific traffic loading information, and based the existing pavement performing adequately, it is our opinion that the original thickness design may be used for new areas of concrete pavement and slab. The below table provides pavement section design information. The table assumes that dowels will be used at each joint of the new concrete pavement panel.

Table 1 – JPCP - Doweled			
Rigid Pavement Section Alternative:	Concrete Thickness	Granular Material (Class 7 Base)	Subgrade
4,000 pounds per square inch (psi) compressive strength AHTD Class S(AE)	8"	4.0"	Described in the Site Grading Alternatives

The concrete shall have the minimum compressive strength noted, and have air entrainment in the range of 4 to 8%.

Dowel Sizing and Spacing

Smooth epoxy coated steel or fiberglass bar dowels should be used at each planned construction joint and at each saw cut. They should also be used between any new and existing concrete slab.

Additionally, the dowels should be "greased" and/or treated with a bond break to prevent the dowel from adhering to the existing or new concrete pavement.

The dowels should be placed at the mid depth of the pavement. If the new concrete panel will be placed adjacent to an existing concrete panel, the dowels should be placed at the mid depth of the thinnest of the two concrete sections. The design diameter, length and spacing of the dowel bars are shown on Table 2.

Table 2 – Dowel Bar Diameter, Length and Spacing			
Rigid Pavement Section	Dowel Diameter (inches)	Total Dowel Length (inches)	Dowel Spacing (inches on center)
8" Pavement Section	1	14	12

City of Fayetteville
 Proposed Concrete Pavement/Slab – Compost Facility
 10-15071R
 Page 7



GEOTECHNICAL REPORT REQUIREMENTS and SPECIFICATIONS

The recommendations contained in this report are based on the following soil and construction specifications being adhered to during site grading:

Compaction Criteria			
Type of Material	Moisture-Density Specification	Percent of Maximum Dry Density, Minimum	Range from Optimum Moisture Content (%)
Soil Fill Material (stabilized or non-stabilized)	ASTM D-698 (Standard Proctor)	98	-2 to +4
Class 7 Base Course	ASTM D-1557 (Modified Proctor)	95	n/a

- Select fill needed for site grading should be placed in loose lifts not exceeding 9 inches in thickness (compacted lift thickness of approximately 6 to 7 inches). We recommend the fill be tested for density every lift during site grading, with a minimum of one test every 10,000 square feet of pavement area;
- "Select fill" should consist of imported clayey gravel fill material;
- The recommended moisture content and compaction of the select fill should be maintained until fills are completed and concrete slabs are constructed.

City of Fayetteville
Proposed Concrete Pavement/Slab – Compost Facility
10-15071R
Page 8



GEOTECHNICAL REPORTS LIMITATIONS

The recommendations contained in this report are based on our interpretation of subsurface conditions encountered at discrete test pit locations. Variations between the subsurface conditions anticipated in this report and actual project site conditions may occur away from the boring locations.

If significant differences between the findings of the borings and site conditions are observed, GTS, Inc. should be contacted to assess the variation and, if necessary, reevaluate the recommendations contained in this report.

EXCLUSIONS

A Geotechnical Engineering report assesses the engineering properties of soil and rock. No environmental assessment of a project site is performed during a geotechnical exploration. If the owner is concerned about the potential for environmental hazards at the project site, other studies should be undertaken.

The recommendations contained in this report are based on the understood project described in the Project Description section of this report. The recommendations should not be relied upon if the project description changes from the one noted in this report.



City of Fayetteville
Attendance Sheet

BID/RFP/RFQ #: Bid 12-39

Description: Const - Installation of Concrete Pad

Function (circle one): Bid Opening, Selection Committee Meeting Pre-Bid Interview

Date: 4 / 20 / 12

Time: 10:30 AM

City staff e-mail includes "@ci.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	Andrea Foren Basco	City of Fayetteville	Purchasing Agent	479-575-8220	aforen@ci.fayetteville.ar.us
2	BYRAM McCUNE	GCC/Mid-Continent	SALES	479-721-3396	BYRAM.McCUNE@GCC.COM
3	Kenny Freeman	VEI General Contractors		(479) 968-5060	KFREEMAN@VEIGC.COM
4	STEVE BEAM	Steve Beam Const. Inc.	President	479-484-1634	SBEAM@STEVEBEAMCONSTRUCT.COM
5	EARL RACHTMAW	R I E	PRESIDENT	479-521-6082	EARL.RACHTMAW@RIE.COM
6	FRED FISHERMAN	GEN CONST. SOLUTIONS	VP	479-751-8868	FFISHERMAN@GENCONSTSOLUTIONS.COM
7	Wes Taylor	General Construction Solutions	President	479-751-8868	
8	Bobby Raggus	Raggus EXC Inc	Pres	479-651-3704	RaggusEXC@centurylink.net
9	Traavis Evans	Evans & Evans Inc.	President/owner	479-253-1773	EVANS-82@hotmail.com
10	MARK MANAFFEY	Tomlinson Asphalt	Gen. Manager	479-521-3179	markc.tomlinsonasphalt.com
11	DAVID JURGENS	City	Utilities Director	575-8330	djurgens@ci.fayetteville.ar.us
12	KEAN BEANET	SSI NWA	KIP	479-361-5857	
13	Brian Hoskins	Big "K" Construction	Rep	479-957-2811	bhoskins91@yahoo.com
14	Brandon King	Backus Concrete	Office Manager	479-444-7687	Brandon@BackusConcrete.com
15	Brian Rugh	City of Fayetteville	Waste Reduction Coordinator	479-718-7685	Brian Rugh
16	MATT CASEY	CITY OF FAYETTEVILLE	ASST. CITY MGR	479-444-3429	mcasey@ci.fayetteville.ar.us
17	LORRY BECK	LJB CONSTRUCTION INC.	PRES.	479-899-6140	
18					
19					
20					

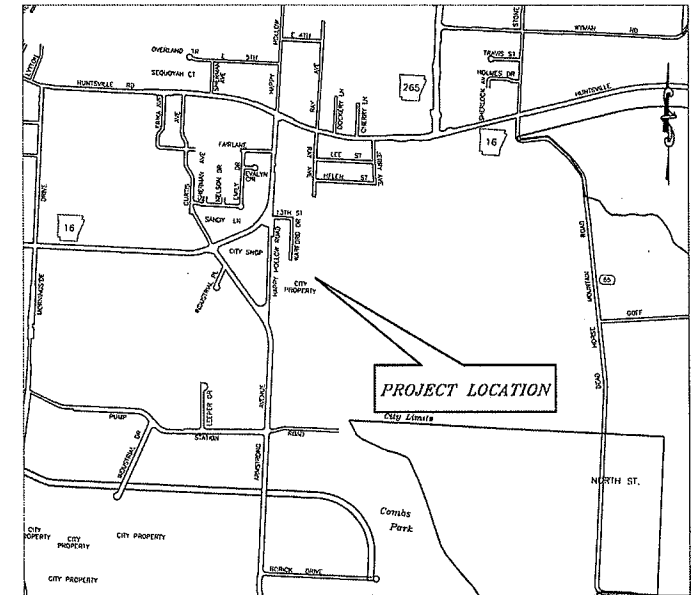
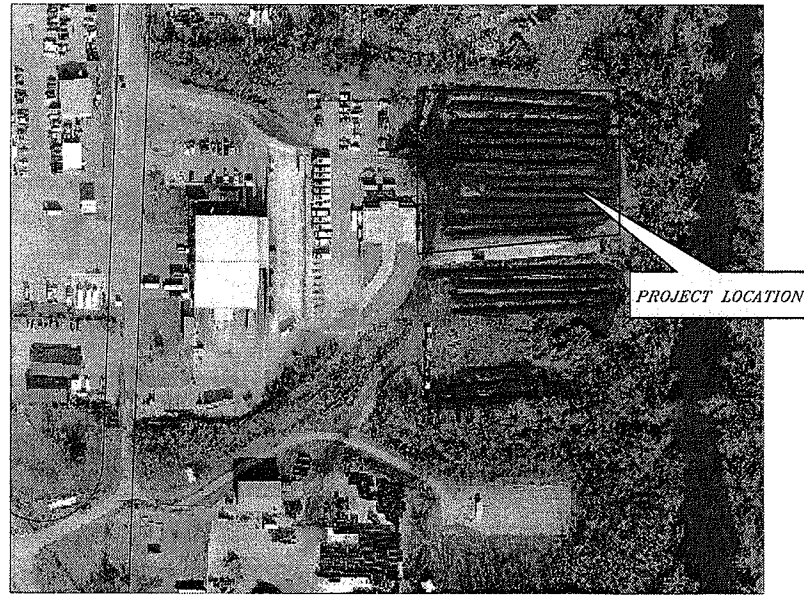
CONCRETE PAD INSTALLATION AT COMPOST FACILITY

for the

City of Fayetteville

SITE MAP 1"=200'

VICINITY MAP 1"=1000'



PLAN INDEX	
SHEET NO.	DESCRIPTION
1)	COVER SHEET
2)	OVERALL PAD GRADING PLAN
3)	NORTH PAD JOINT LAYOUT
4)	NORTH PAD SWPPP PLAN



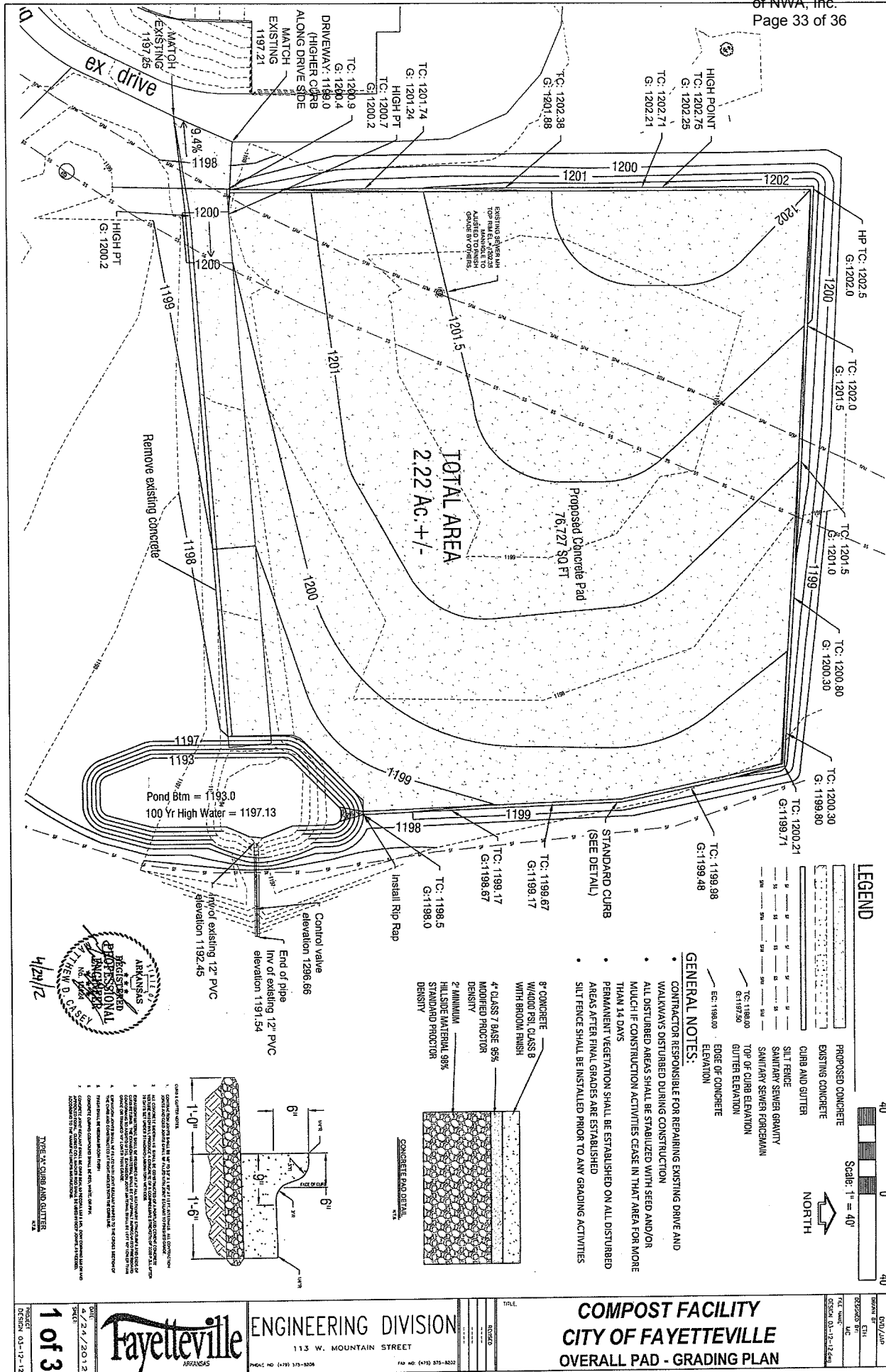
Fayetteville
 ARKANSAS

ENGINEERING DIVISION

PHONE: (479) 575-8206

FAX NO: (479) 575-8202

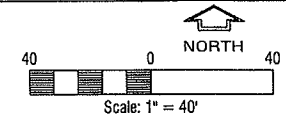
PROJECT: ENGR. No. 8126



K:\Engineering Design Services\Projects\COMPOST FACILITY\COF Concrete Pad of Composting Facility\DESIGN\DESIGN
 April 24, 2012 03-12-12.dwg
 Heller, Eric

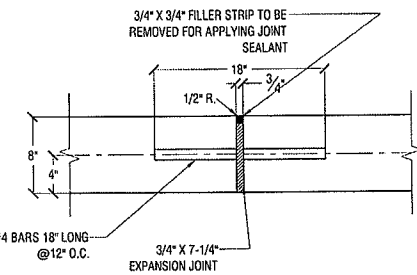
GENERAL NOTES:

- SMOOTH EPOXY COATED OR FIBERGLASS BAR DOWELS SHALL BE USED AT EACH CONSTRUCTION JOINT, EXPANSION JOINT, OR SAW CUT
- DOWELS SHALL BE INSTALLED BETWEEN ANY NEW AND EXISTING SLABS @12" O.C.
- DOWELS SHALL BE "GREASED" OR TREATED WITH A BOND BREAK TO PREVENT THE DOWEL FROM ADHERING TO THE CONCRETE
- ALL TRIANGULAR PANELS OR PANELS WITH A SIDE DIMENSION OF LESS THAN 12' SHALL BE REINFORCED WITH A MAT OF #4 BARS ON 12" CENTERS

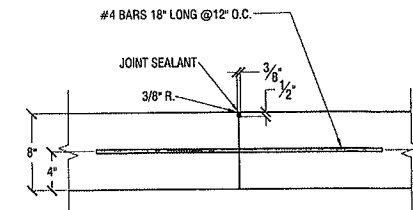


LEGEND

	PROPOSED CONCRETE
	EXISTING CONCRETE
	CURB AND GUTTER
	EXPANSION JOINTS
	CONSTRUCTION JOINTS
	TOP OF CURB ELEVATION
	GUTTER ELEVATION
	EDGE OF CONCRETE ELEVATION



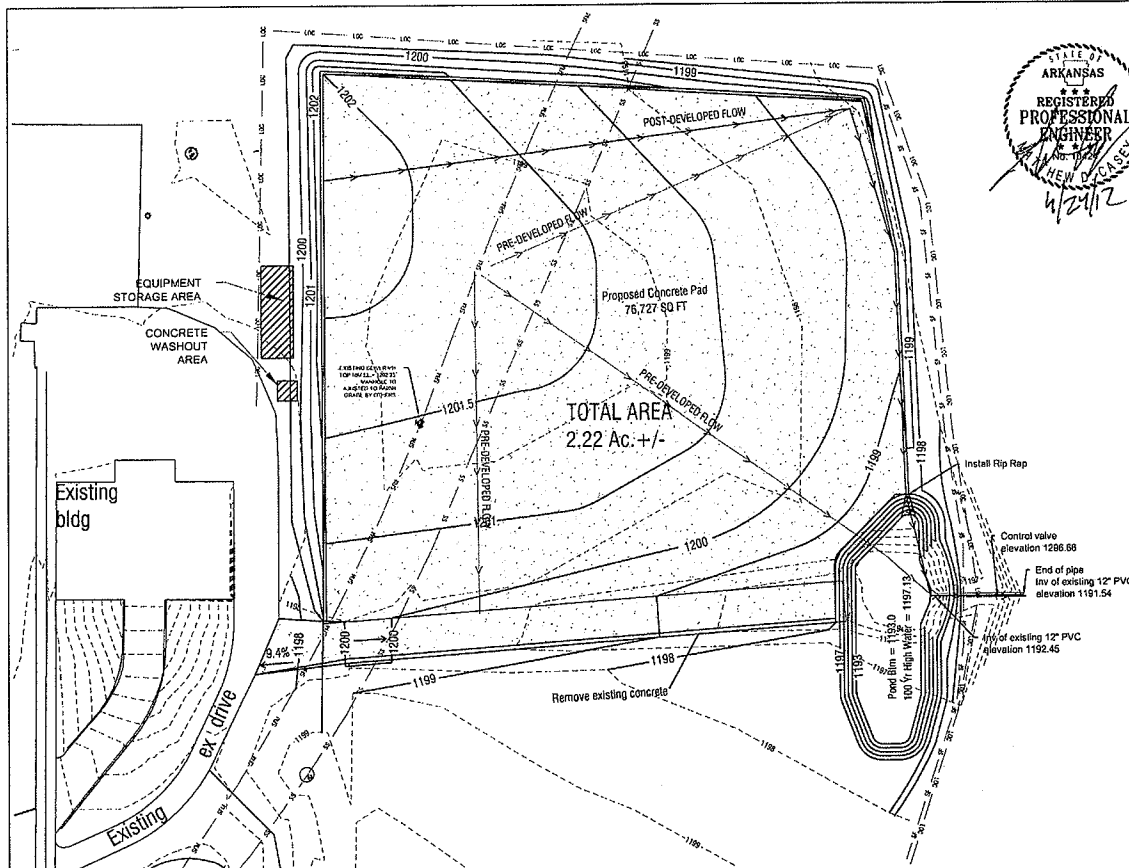
TYPE - E.J.
 EXPANSION JOINT



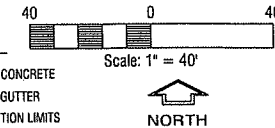
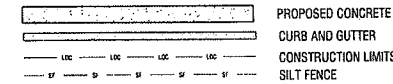
TYPE - L.C.J.
 LONGITUDINAL CONSTRUCTION JOINT



COMPOST FACILITY CITY OF FAYETTEVILLE NORTH PAD JOINT LAYOUT	
DATE: 4/24/2012	PROJECT: DESIGN 03-12-12
2 of 3	



LEGEND

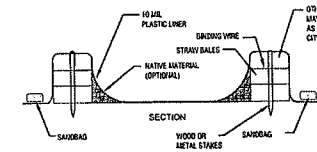
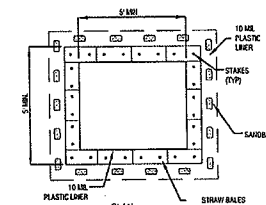


GENERAL NOTES:

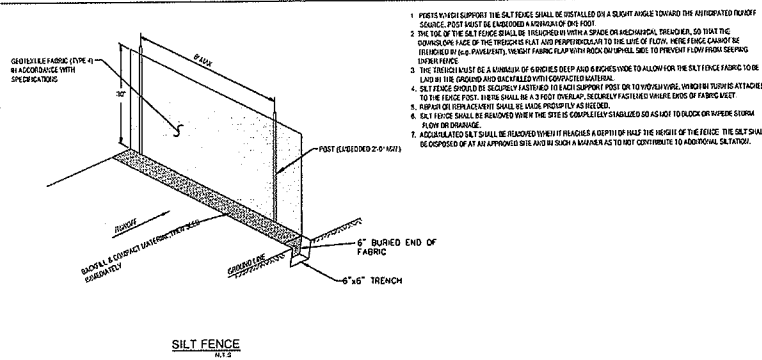
- CONTRACTOR RESPONSIBLE FOR REPAIRING EXISTING DRIVE AND WALKWAYS DISTURBED DURING CONSTRUCTION
- ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED AND/OR MULCH IF CONSTRUCTION ACTIVITIES CEASE IN THAT AREA FOR MORE THAN 14 DAYS
- PERMANENT VEGETATION SHALL BE ESTABLISHED ON ALL DISTURBED AREAS AFTER FINAL GRADES ARE ESTABLISHED
- SILT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING ACTIVITIES

WASHOUT NOTES

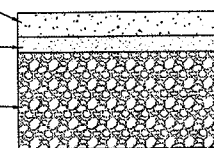
- NO WASHING OUT OF CONCRETE BRICKS OR BRICKS FROM EXISTING AGGREGATE CONCRETE INTO STORM DRAIN, OPEN DITCHES, STREAMS IS ALLOWED.
- CONCRETE IS NOT ALLOWED TO BE DUMPED ON SITE, EXCEPT IN DESIGNATED TEMPORARY CONCRETE WASHOUT PAD AREAS.
- ON SITE TEMPORARY CONCRETE WASHOUT AREAS SHALL BE LOCATED AT LEAST 50 FEET FROM EXISTING DRAINAGE, OPEN DITCHES, OR WASH DRAINAGE AS DETERMINED BY THE FIELD.
- TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED TO SURFACE QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
- WASHOUT FACILITIES WILL BE CREATED BUT OR REPLACED ONCE THE WASHOUT IS 75% FULL.
- PLASTIC LINED MATERIAL SHALL BE LINED WITH 10 MIL PLASTIC LINER AND BE FREE OF HOLES, TEARS, OR OTHER DEFECTS.
- WHEN WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR WORK, THE UNDERLAYING CONCRETE WILL BE REMOVED AND EXPOSED BY SPILL. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE REMOVED FROM THE SITE AND DEPOSITED ON.



CONCRETE PAD DETAIL
 M.T.S.



8" CONCRETE
 W/4000 PSI CLASS B
 WITH BROOM FINISH
 4" CLASS 7 BASE 95%
 MODIFIED PROCTOR
 DENSITY
 2" MINIMUM
 HILLSIDE MATERIAL 95%
 STANDARD PROCTOR
 DENSITY



CONCRETE PAD DETAIL
 M.T.S.

SURVEYED BY: DVO/2AP	
DRAWN BY: ETH	
DESIGNED BY: MC	
FILE NAME: DESIGN 03-12-12.dwg	
TITLE: COMPOST FACILITY CITY OF FAYETTEVILLE OVERALL PAD - SWPPP PLAN	
ENGINEERING DIVISION	113 W. MOUNTAIN STREET FAYETTEVILLE, AR 72701
FAYETTEVILLE AR 72701	
DATE: 4/24/2012	
SHEET: 3 of 3	
PROJECT: DESIGN 03-12-12	

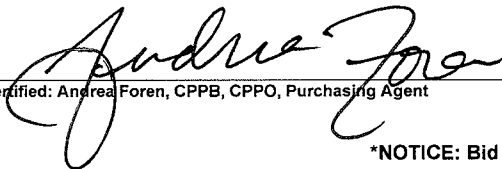
City of Fayetteville, AR
 Official Bid Tabulation
 Monday, April 30, 20120 - 2:00 PM

Bid 12-39, Construction - Installation of Concrete Pad

Item #	Description	Est. QTY	Unit	Arco Excavation and Paving, Inc.		Benchmark Construction Co.		Construmarr, Inc.		Kirk's Excavation, Inc.		LJB Construction, Inc.		Prime Contracting, Inc.		SSI, Inc. of NWA		Steve Beam Construction, Inc.		Sweetser Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization - shall not exceed 5% of total bid	1	Lump Sum	\$14,400.00	\$14,400.00	\$3,900.00	\$3,900.00	\$13,523.60	\$13,523.60	\$16,211.00	\$16,211.00	\$20,000.00	\$20,000.00	\$12,786.00	\$12,786.00	\$4,482.00	\$4,482.00	\$8,550.00	\$8,550.00	\$2,500.00	\$2,500.00
2	Insurance & Bonds	1	Lump Sum	\$8,500.00	\$8,500.00	\$7,450.00	\$7,450.00	\$16,570.00	\$16,570.00	\$52,768.00	\$52,768.00	\$5,000.00	\$5,000.00	\$15,262.00	\$15,262.00	\$3,700.00	\$3,700.00	\$7,100.00	\$7,100.00	\$7,750.00	\$7,750.00
3	8" Concrete Pad	8,526	SY	\$27.43	\$233,868.18	\$30.93	\$263,709.18	\$35.00	\$298,410.00	\$23.75	\$202,492.50	\$32.70	\$278,800.20	\$49.15	\$419,052.90	\$32.07	\$273,428.82	\$44.21	\$376,934.46	\$45.00	\$383,670.00
4	Curb & Gutter	745	LF	\$11.20	\$8,344.00	\$11.07	\$8,247.15	\$12.00	\$8,940.00	\$20.00	\$14,900.00	\$10.00	\$7,450.00	\$17.54	\$13,067.30	\$10.35	\$7,710.75	\$11.50	\$8,567.50	\$10.00	\$7,450.00
5	4" Class 7 Base	8,803	SY	\$4.00	\$35,212.00	\$3.78	\$33,275.34	\$4.40	\$38,733.20	\$3.10	\$27,289.30	\$2.75	\$24,208.25	\$3.85	\$33,891.55	\$3.62	\$31,866.86	\$3.30	\$29,049.90	\$4.00	\$35,212.00
6	Hillside Embankment	5,868	CY	\$11.65	\$68,362.20	\$10.80	\$63,374.40	\$12.40	\$72,763.20	\$9.50	\$55,746.00	\$11.50	\$67,482.00	\$9.23	\$54,161.64	\$10.35	\$60,733.80	\$9.45	\$55,452.60	\$9.50	\$55,746.00
7	Excavation and Grading	2,700	CY	\$7.90	\$21,330.00	\$9.00	\$24,300.00	\$12.25	\$33,075.00	\$7.25	\$19,575.00	\$6.00	\$16,200.00	\$7.87	\$21,249.00	\$8.62	\$23,274.00	\$8.20	\$22,140.00	\$9.50	\$25,650.00
8	Removal of existing concrete pavement	590	SY	\$6.50	\$3,835.00	\$5.60	\$3,304.00	\$9.00	\$5,310.00	\$7.25	\$4,277.50	\$18.00	\$10,620.00	\$3.00	\$1,770.00	\$5.17	\$3,050.30	\$4.72	\$2,784.80	\$7.50	\$4,425.00
TOTAL BID BASED ON ESTIMATES=				*	\$393,851.38		\$407,560.07		\$487,325.00	*	\$393,259.30		\$429,760.45		\$571,240.39		\$408,246.53		\$510,579.26		\$522,403.00

*Bid Rejected

*Bid Rejected


 Certified: Andrea Foren, CPPB, CPPO, Purchasing Agent


 WITNESS

5/1/12
 DATE

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

City of Fayetteville Staff Review Form

A. 10
Water and Sewer Relocation
AHTD Utility Agreement
Page 1 of 8

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

5/15/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities
Division

Utilities
Department

Action Required:

Resolution approving an agreement with the Arkansas Highway and Transportation Department for the construction of water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Joyce Boulevard and Albright Road,

Cost of this request

Category / Project Budget

Hwy 265 W-S Relocations
Program Category / Project Name

Account Number

\$ -
Funds Used to Date

Water/Sewer Improvements
Program / Project Category Name

08072.1102
Project Number

Remaining Balance

Water and Sewer
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

Department Director

Date

Previous Ordinance or Resolution # 91-11

Original Contract Date: 6/7/211

City Attorney

Date

Original Contract Number:

Finance and Internal Services Director

Date

Received in City
Clerk's Office 04-27-12 P03:06 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee

Date: April 27, 2012

Subject: Crossover Road- Northern Section- Water and Sewer Relocation AHTD-Utility Agreement for Construction

RECOMMENDATION

City Administration recommends approval of an agreement with the Arkansas Highway and Transportation Department for the construction of water and sewer relocations relating to the widening of Crossover Road (Highway 265) between Joyce Boulevard and Albright Road.

BACKGROUND

The project involves relocating water and sewer lines as required in preparation for the Arkansas Highway and Transportation Department (AHTD) widening of Crossover Road (Hwy 265) between Joyce and the northern City limits. The contract design and construction phase services has been awarded to McClelland Consulting Engineers as a change order to their design on the Mission – Joyce section of the work.

DISCUSSION

This agreement obligates the AHTD to pay an estimated 62.67% of the total project construction cost with utility betterment, or an estimated \$937,480.38, and the City to pay the remaining 37.33%, estimated at \$558,419.38. AHTD also agrees to pay 84.46% of replacement in-kind costs relating to easement procurement and bidding phase services, estimated at \$204,280.02, and the City to pay the remaining 15.54%, estimated at \$37,585.98. In general, the AHTD pays for relocating lines currently existing outside the existing ROW, and the City pays for lines that are currently inside the ROW and any increases in capacity. The final cost will be based on the actual bids. In this arrangement, the City designs, awards, and supervises construction of the utility relocation project, and will submit monthly requests for reimbursement from the AHTD.

BUDGET IMPACT

The City's portion will be funded from Water and Sewer revenue bonds and other Water/Sewer funds; the remainder will be paid by the AHTD.

RESOLUTION NO. _____

A RESOLUTION APPROVING A COST-SHARE AGREEMENT WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION COMMISSION FOR THE CONSTRUCTION OF WATER AND SEWER RELOCATIONS RELATED TO THE WIDENING OF CROSSOVER ROAD (HIGHWAY 265) FROM JOYCE BOULEVARD TO ALBRIGHT ROAD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a cost-share agreement, a copy of which is attached to this Resolution as Exhibit "A", with the Arkansas State Highway and Transportation Commission for the construction of water and sewer relocations related to the widening of Crossover Road (Highway 265) from Joyce Boulevard to Albright Road.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No. 040518 (Utilities) County Washington
Federal Aid Project STP-9142(27) Route 265 Section 2
Job Location E. Joyce Blvd.-City Limits Utility Owner City of Fayetteville
(Fayetteville)(S) Water and Sewer

THIS AGREEMENT, made and entered into this ____ day of _____, 20 __, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas State Highway and Transportation Department, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the **City of Fayetteville Water and Sewer of Fayetteville, Arkansas** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and, the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on a **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: See attached Exhibit A

The Department agrees that the required adjustment is **See Exhibit A** eligible for reimbursement for the **actual cost** which is estimated to be **\$1,737,765.76** of which **\$1,141,760.40** to be paid by the Department and **\$596,005.36** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **165 calendar** days and complete within **180 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.



Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

City of Fayetteville
Water and Sewer

ARKANSAS STATE HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

Name (Typed or Printed)

(For) Director of Highways & Transportation

Title

Right of Way Division Head

Signature

Section Head-Utilities Section
Right of Way Division

FEDERAL TAXPAYER IDENTIFICATION#

Name (Typed or Printed)

Title

Signature

Job 040518 (Utilities)
City of Fayetteville Water and Sewer

EXHIBIT A

Adjust water facilities to clear highway construction by abandoning approximately 3,130 feet of twelve (12) inch water main, 500 feet of eight (8) inch water main, 194 feet of six (6) inch water main and 887 feet of one (1) inch water service line complete with appurtenances. Adjust sewer facilities to clear highway construction by abandoning approximately 1,536 feet of eight (8) inch sewer main, 280 feet of four (4) inch sewer service line and 1,164 feet of six (6) inch sewer force main complete with appurtenances. Restore water service by installing 3,126 feet of twelve (12) inch PVC water main, 538 feet of eight (8) inch PVC water main, 240 feet of six (6) inch DIP water main, 50 feet of two (2) inch water service tubing and 475 feet of one (1) inch water service tubing complete with appurtenances. Restore sewer service by installing 460 feet of ten (10) inch DI sewer main, 1,084 feet of eight (8) inch PVC sewer main, 265 feet of four (4) inch sewer service pipe and 1,174 feet of six (6) inch PVC force main complete with appurtenances. Owner is not adequately staffed to perform this work; therefore, contract forces will be utilized and selected by low bid process.

Owner will be upgrading facilities during construction in which a betterment has been addressed. Owner has developed a replacement in-kind and betterment factor for reimbursement in which the Department concurs. This factor is to be updated based on low bids and final quantities installed.

Owner will be securing easements based on Owner's documented practice. During easement acquisition, the Owner's practice is to offer up to 25% of the full fee simple value of the property, along with damages applicable to each individual property before consulting with legal council regarding condemnation.

Owner's estimated timeframe for completion is as follows:

Secure easements by	June 29, 2012
First advertisement for bids	June 29, 2012
Complete Construction	April 10, 2013

The pro rata factor for reimbursement will be determined as follows:

Replacement in-kind factor:

<u>Est. reimb. replacement in-kind construction cost</u>	<u>\$ 894,567.00</u> = 84.46%
Total est. replacement in-kind construction cost	\$1,059,150.00

Reimbursement factor for betterment:

<u>Est. reimb. replacement in-kind project cost</u>	<u>\$ 894,567.00</u> = 62.67%
Total est. project cost with betterment	\$1,427,385.00

Cost Summary

Construction Cost	\$ 1,427,385.00	
Construction Engineering Cost	<u>\$ 68,514.76</u>	
Reimbursement Factor for betterment 62.67%	\$ 1,495,899.76	\$ 937,480.38
Health Department Review	\$ 500.00	
Advertisement	\$ 1,000.00	
Storm Water Prevention Plan	\$ 3,056.00	
Easement Filing	\$ 625.00	
Easement Mapping and Preparation	\$ 46,685.00	
Easement Cost	\$ 175,000.00	
Easement Procurement Cost	<u>\$ 15,000.00</u>	
Reimbursement Factor for in-kind 84.46%	\$ 241,866.00	\$ 204,280.02
Total Cost	\$ 1,737,765.76	
Total Reimbursable Cost		\$ 1,141,760.40

City of Fayetteville Staff Review Form

A. 11
University of Arkansas
(Razorback Transit) Contract
Page 1 of 6

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

5/15/2012

City Council Meeting Date
Agenda Items Only

Don Marr, Chief of Staff

Submitted By

Mayor's Administration

Division

Chief of Staff

Department

Action Required:

Resolution to approve a contract with Razorback Transit for Public Transit Services within the City of Fayetteville..

\$ 50,000.00

Cost of this request

\$ 50,000.00

Category / Project Budget

Outside Agency Funding

Program Category / Project Name

1010.6600.5728.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

\$ 50,000.00

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

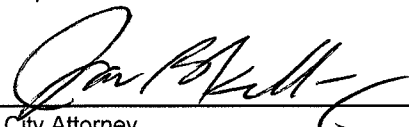
Department Director

4-26-12

Date

Previous Ordinance or Resolution #

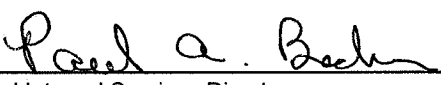
Original Contract Date:


City Attorney

4-26-12

Date

Original Contract Number:


Finance and Internal Services Director

4-26-2012

Date

Received in City
Clerk's Office

04-26-12 P02:50 RCVD


Chief of Staff

4-27-12

Date

Received in
Mayor's Office

Mayor

4/27/12

Date

Comments:



City Council Meeting Date:
May 15, 2012

City Council Agenda Memo

To: Mayor and Members of the City Council

From: Don Marr, Chief of Staff *DM*

Thru: Mayor Jordan *J4*
Kit Williams, City Attorney *Kit*

Date: April 27, 2012

Subject: Contract with University of Arkansas, Fayetteville - Razorback Transit for fixed route
Public Transit Services within the City of Fayetteville

Recommendation:

The City Staff and Administration recommend on behalf of the Mayor's office that the City Council of the City of Fayetteville, AR, pass a resolution and approve a contract of \$50,000 for fixed route public transit services within the City of Fayetteville to be provided by the University of Arkansas, Fayetteville - Razorback Transit.

Background:

The City of Fayetteville had a prior contract with the University of Arkansas, Fayetteville - Razorback Transit to provide fixed route public transit services within the city limits of Fayetteville that was last approved January 15, 2008. The City became aware that the contract expired on 12/31/2011 and a new contract would be required in order to pay invoices for services in 2012. The City Council approved funding these services as apart of the 2012 Budget approval. This contract period will cover the period of January 1, 2012 and December 31, 2012; and the contract will automatically renew and extend for up to an additional three one-year terms if the City's budget containing funding for the service is approved by the City Council for the next year and the University of Arkansas Fayetteville agrees to continue the service.

The specific details (of the contract (reporting, payment terms, etc.) are included. This contract has a new contract item (item #18) which specifically states that should the University of Arkansas Fayetteville or its transit unit receive new or additional funding from a local sales tax, both parties shall meet to determine whether this agreement should be mutually terminated or amended because of this new funding source. The City may elect to discontinue funding called for in this contract and terminate this contract without penalty if a new or additional local sales tax provides at least \$50,000 annualized funding to Razorback Transit. This clause was added because of the unknown nature of the upcoming public transit tax vote, and the distribution of funds by the Quorum Court of Washington County.

The City attorney's office drafted the contract in coordination with the UAF Transit management staff and review by the University legal team. Two signed copies of the contract have been submitted to the City and will be signed by the Mayor pending City Council approval.

Budget:

The City Council approved \$50,000 in the 2012 Budget approval for these services.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH THE UNIVERSITY OF ARKANSAS (RAZORBACK TRANSIT) IN AN ANNUAL AMOUNT OF \$50,000.00 REGARDING PUBLIC TRANSIT SERVICES WITHIN THE CITY OF FAYETTEVILLE

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 contract with the University of Arkansas (Razorback Transit), a copy of which is attached as Exhibit "A", in an annual amount of \$50,000.00 regarding public transit services within the City of Fayetteville.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CITY OF FAYETTEVILLE CONTRACT FOR SERVICES

This agreement is entered into on this 18 day of April, 2012 between the City of Fayetteville, hereinafter known as the "City" and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Fayetteville — Razorback Transit, hereinafter known as "UAF", and Arkansas governmental unit.

WHEREAS, the City has determined that a public need exists for fixed route public transit services within the city limits of Fayetteville.

WHEREAS, UAF has developed a fixed route public transit service within the city limits.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and UAF agree as follows:

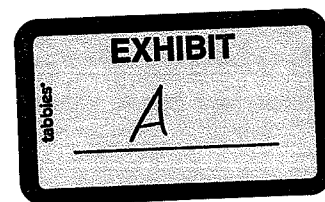
1. This agreement continues the previous contract entered into on January 15, 2008 and shall cover the period of January 1, 2012 through December 31, 2012 unless terminated or amended pursuant to ¶ 18.

2. UAF agrees to develop, operate and maintain a fixed route public transit system and allow Fayetteville residents free use of the same system. UAF reserves the right to refuse service to anyone for violation of transit service rules. UAF reserves the right to determine the route structure of the transit system.

3. UAF agrees to provide written annual reports to the City that describe the activities undertaken during the preceding period concerning its public transit system and also report on the following performance measure: estimated number of passengers by route. The annual reports to be submitted to the Project Coordinator as soon as practical after the end of the year. The data will be reported for the current year and prior year.

4. UAF agrees to make available all records pertaining to public transit fixed route and paratransit service, except those restricted by federal regulations, for review by the City and City auditors as requested. UAF agrees to comply with the Arkansas Freedom of Information Act as applicable.

5. For the purpose of the Agreement, the Project Coordinator for the City will be the Mayor or his/her designee. The Project Coordinator for UAF will be the UAF Transit and Parking Director or his/her designee. Communications pertaining to this agreement will be through the respective Project Coordinators for the City and UAF.



6. *Terms of performance.* The term of performance for this agreement will expire December 31, 2012 but will automatically be renewed and extended for up to an additional three one-year terms if the City's budget containing funding for the service is approved by the City Council for the next year and the UAF agrees to continue the service.

7. *Budget.* The City agrees to pay UAF and UAF agrees to accept as payment in full for its services \$50,000.00 for 2012. The amounts to be paid for services in future budget years are dependent on the amounts appropriated by City Council for each budget year. It is understood that a reduction in City funding may require a reduction in transit service.

8. UAF shall provide and maintain in force at all times during the term of the agreement, for its own employees, coverage for worker's compensation to the extent required by law.

9. UAF shall render to the City a Request for Payment at the end of each quarter and the City will pay the invoice of \$12,500.00 within thirty days of receiving the invoice in the City's Accounting Division.

10. *Notices.* All notices required or permitted under this agreement will be submitted in writing to the other party in this agreement by personal delivery or the address below, or by certified mail, return receipt requested, in which case notice will be effective three (3) days after deposit therein address to the following:

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

Transit & Parking Director
University of Arkansas
155 S. Razorback Road ADSB 131
Fayetteville, AR 72701

11. Neither party may assign any of its rights or obligations under this agreement without the express written consent of the other, nor shall this agreement be construed to bestow any rights or benefits upon anyone other than UAF and the City.

12. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.

13. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance and shall not be construed as a general waiver of any other breeches by either party.

14. This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of UAF and the City.

15. *Severability.* Each paragraph of this agreement is severable from all other paragraphs. If any paragraph or subparagraph is found to be invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

16. *Interpretation.* The contract shall be interpreted according to and enforced under the laws of the State of Arkansas.

17. *Non-Appropriation.* The parties recognize that performance of the Agreement by UAF may be dependent in whole or in part upon the appropriation of state or federal funds. If a state or federal legislative body fails to appropriate the necessary funds, then by written notice to City, UAF may cancel all or the remaining portion of the Agreement without further duty or obligation. In the event that this agreement must be terminated prior to the end of the term pursuant to this clause, the amounts due to UAF by City shall be prorated. The parties recognize and understand the appropriation is a legislative act and is beyond the control of UAF.

18. If the UAF or its transit unit receives new or additional funding from a local sales tax, both parties shall meet to determine whether this agreement should be mutually terminated or amended because of this new funding source. The City may elect to discontinue funding called for in this contract and terminate this contract without penalty if a new or additional local sales tax provides at least \$50,000.00 annualized funding to Razorback Transit.

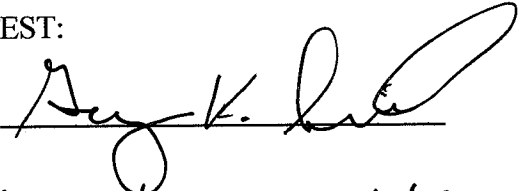
IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

UNIVERSITY OF ARKANSAS

CITY OF FAYETTEVILLE

By: 
VICE CHANCELLOR FOR
Title: FINANCE & ADMINISTRATION

By: _____
LIONELD JORDAN, Mayor

ATTEST:
By: 
Title: Director, Transit & Parking

ATTEST:
By: _____
Sondra E. Smith, City Clerk

City of Fayetteville Staff Review Form

A. 12
Gallagher Benefits Services, Inc.
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Missy Leflar
Submitted By

Human Resources
Division

Chief of Staff
Department

Action Required:

Staff requests that Council approve the contract with Gallagher Benefits Services, Inc., for benefits brokerage services.

\$36,000.00

Cost of this request
1010.1220.5416.00

1010.1220.5314.00

Account Number

NA

Project Number

\$

55,000.00

Category / Project Budget

\$

17,865.88

Funds Used to Date

\$

37,134.12

Remaining Balance

Services / Maintenance

Program Category / Project Name

Human Resources

Program / Project Category Name

General Fund

Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒


Department Director

5/2/12
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date


Chief of Staff

Date

Mayor

Date

Received in City 05-02-12 P.03:25 RCVD
Clerk's Office



Received in
Mayor's Office

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council members
Thru: Don Marr, Chief of Staff
From: Missy Leflar, Human Resources Director *ML*
Date: May 2, 2012
Subject: Five Year Contract with Gallagher Benefit Services, Inc. for Benefits Brokerage services.

PROPOSAL:

Staff recommends that the City Council approve the 2012 Five Year Contract with Gallagher Benefits Service, Inc.

RECOMMENDATION:

Staff recommends approval of this contract with Gallagher Benefit Services, Inc.

DISCUSSION:

BROKER SERVICES: The City of Fayetteville put out a Request for Professional Services bid for benefits brokerage services. This was due to the five year contract of the current broker coming to an end. A Committee vetted eight bids, and narrowed it down to two bidders, who were interviewed. Each was also asked about benefits software recommendations, since it is industry standard for insurance broker services to include benefits software. Benefits brokers are typically knowledgeable about the software options and often have the capability to obtain bulk pricing and offer a discounted price to their clients.

The City's benefits broker acts as a continuous resource, advising City staff on an ongoing basis concerning how to keep the City legally compliant with federal regulations pertaining to benefits administration (including federal regulations on pre-tax versus post-tax benefits related payroll deductions and the multitude of Health Care Reform requirements). The broker oversees takeovers when the City switches from one insurance company to another, and is responsible for ensuring that no employees contractually lose coverage in the transition. The broker vets benefits related legal notices sent by City staff to employees. The broker sends representatives to assist in employee Question and Answer sessions each year at annual benefits enrollment. The broker also functions as an advocate for the City when City staff has requests of insurance carriers and the companies who administer certain benefits functions which are not being addressed in a timely fashion. In addition, the broker is hired to negotiate on behalf of the City with insurance companies, and function as a liaison between the City and the insurance companies, the benefits software vendor(s), the COBRA vendor, Flexible Spending Account vendor, the City's Employee Assistance Program vendor, and the financial institution housing the City employees' Health Savings Accounts.

BENEFITS SOFTWARE: The Committee asked both finalists for recommendations concerning benefits software. Gallagher Services recommended the City's consideration of PlanSource benefits software, which Gallagher could provide at a discount price for the City. The City staff in Accounting, HR, and IT who regularly use the current benefits software reviewed the PlanSource software and compared it to both the current software and another vendor's software. It was agreed that the PlanSource software should interact better with the City's payroll system with regard to payroll deductions for insurance premiums, should have

superior reporting functionalities useful for City Accounting staff performing billing reconciliations and City HR staff assisting employees, and should better serve for allowing employees the opportunity to self-enroll their benefits as well as directly access their individual benefits information. PlanSource, like the current benefits software, would also function as the employee benefits database and would replace labor intensive paperwork by electronically feeding employee benefits changes to the medical, dental, and insurance companies as well as the COBRA/Medical Reimbursement Account administrating company.

Based on the Request for Proposal (RFP) issued, the City can bundle the above services into a contract and have a single provider for brokerage services as well as benefits database software. This was precisely the City's process five years ago, when Council approved a contract with the current benefits broker in an agreement that added discounted benefits software provided by the broker. The City will benefit from this bundling due to the fact that Gallagher maintains a national contract with the software provider, allowing the City to take advantage of competitive high-volume based pricing it would not otherwise receive. The Connect2MyBenefits software by PlanSource was included with the competitive response from Gallagher Benefits Services ties to the Gallagher's recommended method of providing benefits brokerage services to the City.

Staff thus recommends a Contract with Gallagher Benefit Services, Inc. which includes both brokerage services and benefits database software.

BUDGET IMPACT:

The entire budget impact for both the broker services and the discounted benefits software service is \$6,168.40 per calendar year¹ moving forward from 2013 (and \$12,122.41 immediately for 2012), which is being offset by funds being transferred from the Human Resources Contingency/Savings General Ledger Account. That Account was funded, in part, by savings caused by the City's unemployment benefits bill decreasing for the first time in four years to an amount \$38,041.71 less than budgeted. There is thus no net additional cost to the General Fund.

¹ \$1,221 per year more for brokerage services and \$4,947.40 per year more for benefits software, to total \$6,168.40.

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items OnlyGreg Tabor
Submitted ByPolice
DivisionPolice
Department

Action Required:

Schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to A to Z Taxi.

N/A

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

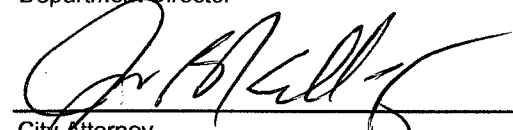
Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

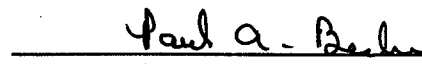
 Department Director
4-27-12
Date

Previous Ordinance or Resolution #


 City Attorney
4-27-12
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
4-27-2012
DateReceived in City 4-27-12 11:49 RCVD
Clerk's Office

 Chief of Staff
4-27-12
DateReceived in
Mayor's Office

 Mayor
4/27/12
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the Fayetteville City Council

From: Greg Tabor – Chief of Police

A handwritten signature in black ink, appearing to read "Greg Tabor", written over the printed name.

Date: April 27, 2012

Subject: Request for Public Hearing on a Certificate of Public Convenience and Necessity for A to Z Taxi

PROPOSAL:

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to A to Z Taxi.

RECOMMENDATION:

City Ordinance §117, article IV governs taxicabs and requires a public hearing to determine if there exists the further need for taxicab service.

The applicant has provided a completed application, proof of insurance and financial statement. The applicant have asked for a permit to operate 1-4 cabs.

BUDGET IMPACT:

None

RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO A TO Z TAXI FOR THE OPERATION OF UP TO FOUR (4) TAXICABS IN THE CITY OF FAYETTEVILLE

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 grants a Certificate of Public Convenience and Necessity to A to Z Taxi for the operation of up to four (4) taxicabs in the City of Fayetteville, in accordance with Chapter 117 of the Fayetteville Code of Ordinances.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

Development Services • 125 W. Mountain Street • Fayetteville, AR 72701

APPLICATION FOR FAYETTEVILLE BUSINESS LICENSE

Business Status: ☐ Existing (Opened prior to October 31, 2011)

☒ New

Type of Business: ☒ Commercial ☐ Industrial ☐ Institutional ☐ Nonprofit ☐ Home Occupation ☐ Outdoor/Sidewalk Vendor
☐ Hotel/Motel ☐ Liquor Sales ☐ Bar ☐ Restaurant/Food Preparation

Business/Organization Name: A to Z Taxi

Street Address: 11792 Donnie Jackson Pit Rd. Summers Ar. 72769

Mailing Address: SAME

Web Address: _____

Phone: 479-879-2328

Business Owner/Operator: Jason Johnson

Primary Contact: ☒ YES ☐ NO

Street Address: 11792 Donnie Jackson Pit Rd. Summers Ar. 72769

Phone: 479-228-0950

Emergency Phone: _____

E-Mail Address: Daniel 337017@yahoo.com

Building owners name: SAME

Emergency Contacts (additional contact information is not required for businesses operated out of the home) In the event of a police or fire emergency, the information you provide assists us in contacting you after hours. Ideally, the first contact person should be able to respond to the business in a short amount of time and have the necessary keys or alarm codes to enter the building.

1st Contact Person: William Browning

Emergency Phone: 479-301-4327

2nd Contact Person: Kaci Allen

Emergency Phone: 479-903-3002

Detailed description of business (a thorough description aids in faster application processing): Taxi Service

Date opened/to open: 1-26-12

of employees (full time): 1 (currently) / TBD

of employees (part time): TBD

of parking spaces: N/A

of handicapped (ADA) spaces: N/A

Square feet of building (total): N/A

Square feet of your space: N/A

Previous use of building: N/A

Check all of the following that apply to your business/organization. If Yes, please describe. N/A

☐ Yes ☐ No: Does the building have a sprinkler system?

☐ Yes ☐ No: Is there a fire alarm?

☐ Yes ☐ No: Do you store flammable/explosive materials?

☐ Yes ☐ No: Is there outdoor storage of materials and/or equipment?

☐ Yes ☐ No: Is the business a bar, restaurant or lodging?

☐ Yes ☐ No: Is outdoor music or a dance floor proposed?

☐ Yes ☐ No: Do you share parking with another business?

☐ Yes ☐ No: Is the business an adult establishment under City Code 163.11?

Is business: minority _____ woman _____ veteran _____ owned? (For data purposes only)

☒ Yes ☐ No: Would you like to be listed on a web directory? (Company name, address, phone only)

☒ Yes ☐ No: Would you like to receive emails with BID & RFP announcements from the City?

No business or other entity that is required by Chapter 118 of the City code to obtain a Business License shall operate without having and displaying at the business a valid and current City of Fayetteville Business License. I hereby certify that the above information is accurate and true to the best of my knowledge.

Applicant Name (Print): Jason Johnson

Date: 1-26-12

Applicant Signature: [Signature]

Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Jason Johnson 11792 Donnie Jackson Pit Rd., Summers, AR 72169
Applicant Name Address Phone Number 419.228.0950

A TO Z TAXI 419.819.2328
Name of Business Phone Number

11792 Donnie Jackson Pit Road, Summers, AR 72169
Business Location

Same
Mailing Address

LLC (Arkansas)
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers and stockholders:

Jason Johnson, 11792 Donnie Jackson Pit Rd, Summers, AR

Name of person to whom complaints should be directed:

Jason Johnson

Financial status of applicant (Attach financial statement or profit and loss statement)

List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

There are no known judgments affiliated with
any owner, officer or stockholder.

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

Existing Taxi Service currently in operation
located in Siloam Springs.

Give any facts you believe tend to prove the necessity of granting a certificate:

Currently there is a high demand for taxi services in Fayetteville with all the tourists attractions/special events: i.e. University of Arkansas sporting events, Walton Arts Center production, Bikes Blues and BBQ along with night life on Dickson Street. Our goal is to assist with the high demand for quality taxi services with quick response time; in addition, we currently are in operation in Siloam Springs and intend to broaden our availability to serve the area per city requirements.

List the number of vehicles that will be under your operation or control: 1 initially more to be added as needed

Minimum and Maximum number of vehicles to be permitted:

1 5
Minimum Maximum

List the location of proposed depots and terminals:

Proposed location is the office located at
2650 S. School Ave. Fayetteville, AR 72701 as
needed

Describe the color scheme or insignia to be used to designate your vehicle:

Black over white

List your days and hours of operation:

24 Hour 7 days per week

List any days you do not propose to provide taxicab service to the general public:

N/A

List your proposed passenger rate schedule:

Per State regulations and/or specific to City.

Sgt. Dan W. Harter
Police Department Representative
James Harter

4-26-12
Date

A TO Z TAXI
11792 Donnie Jackson Pit Road
Summers, Arkansas 72769

April 24, 2012

City of Fayetteville
Attn: Sgt. J. Harter
100 A West Rock Street
Fayetteville, Arkansas 72701

Dear Sergeant Harter:

Please accept this letter as a financial statement on behalf of A TO Z TAXI as per the City of Fayetteville new business application requirements.

A TO Z TAXI, LLC is an Arkansas limited liability company who is in good standing with the State of Arkansas and does not have any liens or judgments against it; furthermore, I am the owner/managing member of the company and I do not have any outstanding liens/judgments against me personally.

Respectfully,



Jason Johnson
Owner/Managing Member

M-2904 (11/80)

Endorsement # 1

GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

THE NAMED INSURED INFORMATION IS AMENDED TO READ AS FOLLOWS:

Name and Address: JASON JOHNSON DBA: A TO Z TAXI
11792 TONNIE JACKSON TITT ROAD
SUMMERS, AR 72769

Business Form: Individual

Named Insured Description of TAXI

Additional Premium \$ _____

Return Premium \$ _____

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number 73 APR 271643
National Liability & Fire Insurance Company	Endorsement Effective 01/25/2012 11:17 AM
Named Insured JASON JOHNSON	Countersigned at by _____ (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-2904 (11/80)

01/26/2012 15:06 17280015-1364-47FB-9064-EEBF999E4000

**MOTOR VEHICLE LIABILITY INSURANCE
IDENTIFICATION CARD**

COMPANY NUMBER 73 COMPANY National Liability & Fire Insurance Company NAIC No. 20052
POLICY NUMBER 73 APR 271643 EFFECTIVE DATE 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM
YEAR 2000 MAKE/MODE PONTIAC MONTANA VEHICLE IDENTIFICATION NUMBER 1GMDU03E1YD204318
AGENCY/COMPANY ISSUING
Argenia, LLC
11524 Fairview Road
Little Rock, AR 72212
INSURED
JASON JOHNSON DBA: A TO Z TAXI
11792 TONNIE JACKSON TITT ROAD
SUMMERS, AR 72769

SEE IMPORTANT NOTICE ON REVERSE SIDE

M-4566a (11/1999)

CUT ALONG THIS LINE

**THIS CARD MUST BE CARRIED
IN THE INSURED VEHICLE FOR
PRODUCTION UPON DEMAND**

Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at:
claims@nationalindemnity.com

**MOTOR VEHICLE LIABILITY INSURANCE
IDENTIFICATION CARD**

COMPANY NUMBER 73 COMPANY National Liability & Fire Insurance Company NAIC No. 20052
POLICY NUMBER 73 APR 271643 EFFECTIVE DATE 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM
YEAR 2000 MAKE/MODE PONTIAC MONTANA VEHICLE IDENTIFICATION NUMBER 1GMDU03E1YD204318
AGENCY/COMPANY ISSUING
Argenia, LLC
11524 Fairview Road
Little Rock, AR 72212
INSURED
JASON JOHNSON DBA: A TO Z TAXI
11792 TONNIE JACKSON TITT ROAD
SUMMERS, AR 72769

SEE IMPORTANT NOTICE ON REVERSE SIDE

M-4566a (11/1999)

CUT ALONG THIS LINE

**THIS CARD MUST BE CARRIED
IN THE INSURED VEHICLE FOR
PRODUCTION UPON DEMAND**

Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at:
claims@nationalindemnity.com

M-2904 (11/80)

Endorsement # 2

GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below.
It is agreed that the policy is changed as follows:

In consideration of an additional premium shown below, the following coverage has been MODIFIED on the policy and hereby modify the Declarations page - NLF 4499c (07/2006):

Coverage	Old Limit	New Limit	Coverage	Old Limit	New Limit
Liability	100,000	100,000/300,000/100,000			

The following endorsements and forms are attached and become part of the policy:

M 5174 08/2004 Split Liability Limits

Veh #	Year	Make	Model	VIN	Use	Old Annual Premium				
						Liab	UM	UIM	Med Pay	PIP
1	2000	PONTIAC	MONTANA	1GMDU03E1YD204318	C	2,720	Incl.	Incl.	391	

Veh #	New Annual Premium					Prorated Premium					Subtotal by Vehicle
	Liab	UM	UIM	PIP	Med Pay	Liab	UM	UIM	PIP	Med Pay	
1	3,098	Incl.	Incl.		391	376	Incl.	Incl.			376
Subtotal						376					

Additional Premium \$ 376

Pro-Rate Factor: **0.995**

Return Premium \$

All other terms, conditions and agreements remain unchanged.

Company Name National Liability & Fire Insurance Company	Policy Number 73APR271643 Endorsement Effective 01/25/2012 2:57 PM
Named Insured JASON JOHNSON	Countersigned at by _____ (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-2904 (11/80)

01/26/2012 15:08 E53CB101-D3AF-49E9-92CD-0320923BF7E2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT LIABILITY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE		
"Bodily Injury" Liability:	\$ 100,000	Each Person
	\$ 300,000	Each "Accident"
Total "Property Damage" Liability and "Covered Pollution Cost or Expense":	\$ 100,000	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph C. Limit of Insurance of Section II – Liability Coverage is replaced by the following:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any one person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" Liability shown in the Schedule for each person.
2. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each "accident".
3. The most we will pay for the total of all damages resulting from "property damage" and "covered pollution cost or expense" combined caused by any one "accident" is the limit of "Property Damage" Liability and "Covered Pollution Cost or Expense" shown in the Schedule for each "accident".

All "bodily injury", "property damage" and "covered pollution cost or expense", resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
National Liability & Fire Insurance Company	73APR271643
	Endorsement Effective
	01/25/2012 2:57 PM
Named Insured	Countersigned at
JASON JOHNSON	By

(Authorized Representative)

(The Attaching Clause needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

01/26/2012 15:08 4B85F85D-A6C7-4563-8916-5C6F6DCECE9A

Argenia, LLC
P.O. BOX 17370
Little Rock, AR 72222-7370

Bill To: AGT313	Insured: 591934	Agent: AGT313	CSR: ehale	Acct Exc: rvshort
McKinney Agency *		Attn:		
P.O. Box 1069		Submission No: 0690583		
Fayetteville, AR 72701				

INVOICE

Invoice Date:	Invoice Number:	Page:
1/27/2012	117008	1

Insured: A to Z Taxi	INVOICE PAYMENT Payment Due On: 2/16/2012
DBA : Jason Johnson	

Insurance Company:	Policy Number:	Effective:	Expires:
National Liability & Fire Insurance	73APR271643	1/25/2012	1/23/2013

Type Of Transaction	Line Of Business	ComplD	Amount	Comm(\$)	Net Due
Endorsement - Addl Premium	NLF Business Auto - Liability	RM0006	\$376.00	\$37.60	\$338.40

Amount Invoiced:	Comm %	Commission	Invoice Amount
\$376.00	10	\$37.60	\$338.40

Note:

**MOTOR VEHICLE LIABILITY INSURANCE
IDENTIFICATION CARD**

COMPANY NUMBER 73 COMPANY National Liability & Fire Insurance Company NAIC No. 20052

POLICY NUMBER 73 APR 271643 EFFECTIVE DATE 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM

YEAR 2000 MAKE/MODEL PONTIAC MONTANA VEHICLE IDENTIFICATION NUMBER 1GMDU03E1YD204318

AGENCY/COMPANY ISSUING CARD
Argenia, LLC
11524 Fairview Road
Little Rock, AR 72212

INSURED
JASON JOHNSON DBA: A TO Z TAXI
11792 DJ PIT RD
SUMMERS, AR 72769

M-4566a (11/1999)

SEE IMPORTANT NOTICE ON REVERSE SIDE

CUT ALONG THIS LINE

**THIS CARD MUST BE CARRIED
IN THE INSURED VEHICLE FOR
PRODUCTION UPON DEMAND**

Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at:
claims@nationalindemnity.com

**MOTOR VEHICLE LIABILITY INSURANCE
IDENTIFICATION CARD**

COMPANY NUMBER 73 COMPANY National Liability & Fire Insurance Company NAIC No. 20052

POLICY NUMBER 73 APR 271643 EFFECTIVE DATE 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM

YEAR 2000 MAKE/MODEL PONTIAC MONTANA VEHICLE IDENTIFICATION NUMBER 1GMDU03E1YD204318

AGENCY/COMPANY ISSUING CARD
Argenia, LLC
11524 Fairview Road
Little Rock, AR 72212

INSURED
JASON JOHNSON DBA: A TO Z TAXI
11792 DJ PIT RD
SUMMERS, AR 72769

M-4566a (11/1999)

SEE IMPORTANT NOTICE ON REVERSE SIDE

CUT ALONG THIS LINE

**THIS CARD MUST BE CARRIED
IN THE INSURED VEHICLE FOR
PRODUCTION UPON DEMAND**

Report All Accidents To:

1-800-356-5750

24 Hour Toll Free

Claims may also be reported at:
claims@nationalindemnity.com

National Liability & Fire Insurance Company

A STOCK COMPANY

COMMERCIAL POLICY

Report **ALL** Accidents To:

1-800-356-5750

24 Hour

Toll Free

**IMPORTANT NOTICE
TO AUTOMOBILE POLICYHOLDERS**

If any new or replacement drivers are hired during the term of this policy, notify the company immediately. Failure to do so may result in termination of your policy.

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM
AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY. THIS POLICY IS A LEGAL
CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY.

READ YOUR POLICY CAREFULLY

COMMON POLICY CONDITIONS

All Coverages included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 10 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date at 12:01 a.m. unless another time is stated on the cancellation notice.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the condition we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom.
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishings by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
 - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

IL 09 09 03 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
PERSONAL AUTO POLICY PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

NEW
RENEWAL OF NUMBER

NATIONAL LIABILITY & FIRE INSURANCE COMPANY
STAMFORD, CONNECTICUT
BUSINESS AUTO COVERAGE DECLARATIONS

☐ The Declarations
include a second part
designated "Part 2"

GA Code: **N03001**

73 APR 271643

ITEM ONE NAMED INSURED & ADDRESS

JASON JOHNSON
DBA: A TO Z TAXI
11792 DJ PIT RD
SUMMERS, AR 72769

FORM OF NAMED INSURED'S BUSINESS: **Individual**

NAMED INSURED'S BUSINESS: **TAXI**

POLICY PERIOD: Policy covers FROM **01/23/2012 11:39 AM** TO **01/23/2013 12:01 A.M.** Standard Time at the Named Insured's Address stated above.

ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

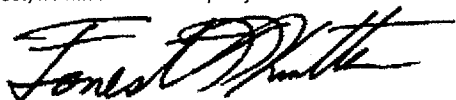
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7	\$ 100,000 CSL	\$ 2,720
PERSONAL INJURY PROTECTION (P.I.P.) (or equivalent No-fault coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS \$ Deductible	\$
ADDED P.I.P. (or equivalent added No-fault)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	\$
PROPERTY PROTECTION INSURANCE (P.P.I.) (Michigan only)		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS \$ Deductible FOR EACH ACCIDENT	\$
AUTO MEDICAL PAYMENTS	7	\$ 5,000	\$ 391
UNINSURED MOTORISTS	10	\$ 100,000 CSL (BI/PD)	\$ 231
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists)	10	\$ 100,000 CSL (BI Only)	\$ 204
PHYSICAL DAMAGE INSURANCE			
COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR OR REPLACEMENT WHICHEVER IS LESS MINUS \$ Deductible FOR EACH COVERED AUTO	\$
SPECIFIED CAUSES OF LOSS		\$ Deductible FOR EACH COVERED AUTO	\$
COLLISION COVERAGE		\$ Deductible FOR EACH COVERED AUTO	\$
TOWING AND LABOR		\$ Deductible FOR EACH COVERED AUTO	\$
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION See M4572 (12/1994)		PREMIUM FOR ENDORSEMENTS	\$
		ESTIMATED TOTAL PREMIUM	\$ 3,546
ENTER SYMBOL 10 DESCRIPTION HERE: Only those autos described in Item Three of the Declarations with Liability premium shown.			
POLICY SUBJECT TO A FULLY EARNED POLICYWRITING MINIMUM PREMIUM OF \$ 0 IF CANCELLED BY THE INSURED.			
ITEM THREE — SCHEDULE OF COVERED AUTOS AS ATTACHED			

Countersigned at **Argenia, LLC**
Little Rock, AR

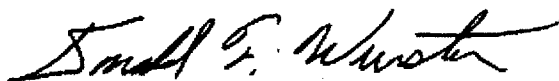
By _____

In Witness whereof, we have caused this policy to be executed and attested.

AUTHORIZED SIGNATURE



Secretary



President

SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POLICY # 73 APR 271643

INSURED JASON JOHNSON

EFFECTIVE 01/23/2012 11:39 AM

M 4600a	04/2003	Commercial Policy Jacket
IL 0909	03/1998	Arkansas notice
NLF 4489c	07/2006	Business Auto Coverage Declarations
M 4572	12/1994	Schedule of Forms and Endorsements at Policy Inception
M 5171	06/2004	Schedule of Covered Autos
CA 0001	03/2006	Business Auto Coverage Form
CA 2108	03/2006	Arkansas Uninsured Motorists Coverage
CA 2166	03/2006	Arkansas Uninsured Motorists Coverage - Property Damage
CA 3128	03/2006	Arkansas Underinsured Motorists Coverage
M 5644	09/2011	Arkansas Underinsured Motorists Coverage Amendatory Endorsement
M 4487	04/1994	Auto Medical Payments Coverage
CA 0162	10/2007	Arkansas Changes
M 5007a	10/2009	Arkansas Policyholders Important Notice
CA 2402	12/1993	Public Transportation Autos
IL 0231	09/2008	Arkansas Changes - Cancellation
M 3920	03/1988	Punitive Damage Exclusion Duty to Defend Amendment
M 4803	02/1998	Abuse or Molestation Exclusion

Form Version 041001

01/24/2012 15:21 E92F66CC-F948-49EC-9E03-03E8DD72C368

M-4572 (12/94)

SCHEDULE OF COVERED AUTOS

M-5171 (06/2004)

POLICY NUMBER: **73 APR 271643**

EFFECTIVE DATE: **01/23/2012 11:39 AM**

NAMED INSURED: **JASON JOHNSON**

Policy-Level Coverages			The premium charge for Uninsured and Underinsured Motorist Coverage is a policy charge; separate premium charges are not made for individual covered autos.					
Uninsured Motorist Coverage:								
Underinsured Motorist Coverage:								
Other:								

Vehicle #	Year	Make & Model	VIN	*Use (C/S/R)	Radius	Garaging Territory	Garaging City, State	GVW or Seating Cap.
	Liability Premium	Medical Payments Premium	Personal Injury Protection Premium	Additional Insured Premium		In-Tow Premium	Cargo Premium	
	Stated Limit or ACV	Specified Causes (S) or Comprehensive (C)	Specified Causes or Comprehensive Premium	Specified Causes or Comprehensive Deductible		Collision Premium	Collision Deductible	
1	2000	PONTIAC MONTANA	1GMDU03E1YD204318	C	100 Miles	3	SILOAM SPRINGS, AR	7 Seats
	2,720	391						

*Use (C = Commercial, S = Service, R = Retail)

City of Fayetteville Staff Review Form

C. 2
1609 S. Duncan Avenue
Raze and Removal
Page 1 of 16

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Public Hearing and Resolution to order the Raze and Removal of the unsafe structure located at 1609 S. Duncan Ave. (WC Parcel # 765-09640-000) and approval of a Budget Adjustment in the amount of \$3,495.00

\$ 3,495.00

Cost of this request

\$ 4,149 -

Category / Project Budget

Program Category / Project Name

1010.6420.5315.04

Account Number

\$ -

Funds Used to Date

Raze and Removal

Program / Project Category Name

10033, 1203

Project Number

\$ 4,149 -

Remaining Balance

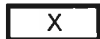
General Fund

Fund Name

Budgeted Item



Budget Adjustment Attached



Julie C. Pike
Department Director

04-26-2012
Date

Previous Ordinance or Resolution #

John B. Kelly
City Attorney

4-26-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Berlin
Finance and Internal Services Director

4-27-2012
Date

Received in City Clerk's Office 04-26-12 P12:58 RCVD

Don Man
Chief of Staff

4-27-12
Date

Received in
Mayor's Office

Lionel Jordan
Mayor

4/27/12
Date



Comments: Staff recommends the Raze and Removal of the structure and approval of the budget adjustment.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director 

From: Yolanda Fields, Community Services Director 

Date: April 23, 2012

Subject: Raze and Removal of structure on 1609 S. Duncan Ave.

RECOMMENDATION

Staff recommends approval of the Resolution ordering the Razing and Removal of a dilapidated and unsafe structure located at 1609 S. Duncan Avenue. Staff also recommends approval of the budget adjustment in the amount of \$3,495.00.

BACKGROUND

Service Request # 112782, Case # 14384: Code Compliance responded to a request concerning the structure located at 1609 S. Duncan Avenue. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structure was in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: major dilapidation that repair would not be cost effective. The roof, floors and ceiling have major damage and any repairs would require structure be brought up to current building codes.

On September 19, 2011, an Unsafe Building Notice of Violation was sent to the property owners, Adam P., Perry J., and Carolyn A. Dyess. On October 13, 2011, our office received the Certified Mail Receipt signed by the property owner. By ordinance, the property owner was given until November 13, 2011 to acquire a building permit or to raze and remove the structure.

DISCUSSION

This parcel contains a 1,175 square foot, two story wood frame single family dwelling. The structure is secured, but has deteriorated to a point where it is no longer safe. There is not a current building permit on this structure.

BUDGET IMPACT

If the property owner does not comply with the Raze and Removal order, previously approved funds will be reallocated to raze and remove the structure. A Lien will be placed on the parcel for the incurred costs.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY ADAM P. DYESS, PERRY J. DYESS AND CAROLYN A. DYESS LOCATED AT 1609 S. DUNCAN AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$3,495.00

WHEREAS, Adam P. Dyess, Perry J. Dyess and Carolyn A. Dyess are the record owners of the real property situated at 1609 S. Duncan Avenue, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-09640-000; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, the property owners, having been properly served with a Violation Notice via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Adam P. Dyess, Perry J. Dyess and Carolyn A. Dyess are hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Adam P. Dyess, Perry J. Dyess and Carolyn A. Dyess do not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$3,495.00, a copy of which is attached as Exhibit "A".

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

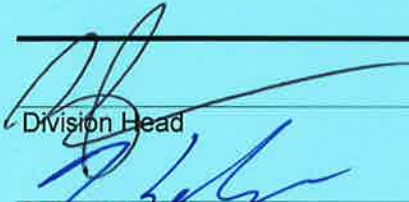
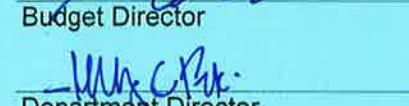
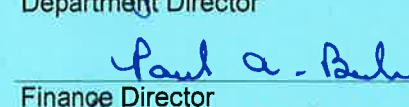
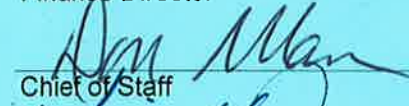
**City of Fayetteville, Arkansas
Budget Adjustment Form**

C. 2 V11.0425
1609 S. Duncan Avenue
Raze and Removal
Page 4 of 16

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 4/11/2012	Adjustment Number
----------------------------	--	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Move \$3495 Raze and Removal funds from cancelled project #10033-1001 to current Raze and Remove project #10033-1203 for 1609 S Duncan.

 Division Head	<u>4/25/12</u> Date	Prepared By: Rachel		
 Budget Director	<u>4.25.12</u> Date	Reference:	rafields	
 Department Director	<u>4-26-2012</u> Date	Budget & Research Use Only		
 Finance Director	<u>4-27-2012</u> Date	Type:	A	B C D E P
 Chief of Staff	<u>4-27-12</u> Date	General Ledger Date		
 Mayor	<u>5/1/12</u> Date	Posted to General Ledger	Initial	Date
		Checked / Verified	Initial	Date

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Raze and Removals	1010.6420.5315.04	3,495		10033 . 1203
Raze and Removals	1010.6420.5315.04	(3,495)		10033 . 1001
				.
				.





Code Compliance Program Unsafe Building Violation Determination

Address / Location: 1609 S. Duncan Ave.

WC Parcel # 765-09640-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

☒ *I recommend the raze and removal of the structure.*

☐ *I recommend securing the structure.*



Building Official

16 Sep 11

Observations: Examination of the structure since my last inspection has had major dilapidation that repair would not be cost effective. The roof, floors, ceiling have major damage and any repairs would require the structure be brought up to current Bldg Code.

I have determined that the structure above is not in violation of Subsection 173.09 (A) of the Fayetteville Code Of Ordinances.

Building Official

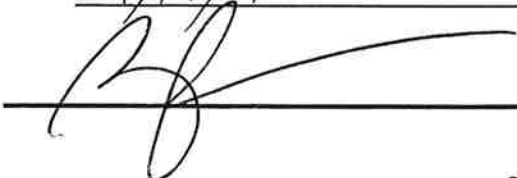
PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: September 15, 2011

SR# 112782

Date Received: 9/17/11

Case# 14384



Community Services Division Director



VIOLATION NOTICE

September 19, 2011

Owner ADAM P., PERRY J., CAROLYN A. DYESS
P.O. BOX 501

SAMSON, AL 36477

RE: Property @ 1609 S DUNCAN AVE, Fayetteville, AR

WC Parcel # 765-09640-000

Case # 14384

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8237.**

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

JOSHUA KNIGHT
Code Compliance Officer

Cc: file

7010 1870 0001 8408 0458

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	9.19.11
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	14383184

Postmark
Here

5

Sent To:

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ADAM, CAROLYN & PERRY DYESS

**P.O. BOX 501
SAMSON, AL 36477**

2. Article
(Trans)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x *Carolyn A. Dyess* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
10-13-11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

14383184

102595-02-M-1540

Record 1 of 1 Last Updated 04/22/12

[Print Page](#)Parcel Number: **765-09640-000** Prev. Parcel Number: **143012-000-00** Type: **RI**Location: **1609 S DUNCAN AVE**Owner Name: **DYESS, ADAM P; DYESS, PERRY J;DYESS, CAROLYN A**Mailing Address: **PO Box 501 Samson AL 36477**

Lot:

Block:

S-T-R: **21-16-30**Addition: **PARKSDALE ADD**School District: **FAYETTEVILLE SCH, FAY**Tax District: **011**City: **FAYETTEVILLE**Legal: **LOTS 1-2-3-4 BLOCK 5**

Current Year A79 Credit Status:

Last Appraised: **2010**

	Appraised Value	Taxable Value
Land	32,500	6,500
Improvement	35,100	7,020
Total	67,600	13,520

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
2011	13,520	\$726.70	\$0.00	\$0.00	\$0.00	\$0.00		\$726.70	\$0.00	
2010	13,520	\$733.46	\$0.00	\$0.00	\$0.00	\$0.00		\$733.46	\$733.46	PAID
2009	14,451	\$744.23	\$0.00	\$0.00	\$0.00	\$0.00		\$744.23	\$744.23	PAID
2008	13,339	\$686.96	\$0.00	\$0.00	\$0.00	\$0.00		\$686.96	\$686.96	PAID
2007	12,227	\$630.91	\$0.00	\$0.00	\$0.00	\$0.00		\$630.91	\$630.91	PAID
2006	11,115	\$585.76	\$0.00	\$0.00	\$0.00	\$0.00		\$585.76	\$585.76	PAID
2005	10,260	\$540.70	\$0.00	\$0.00	\$0.00	\$0.00		\$596.70	\$596.70	PAID
2004	9,405	\$487.74	\$0.00	\$0.00	\$0.00	\$0.00		\$487.74	\$487.74	PAID
2003	8,550	\$452.81	\$0.00	\$0.00	\$0.00	\$0.00		\$452.81	\$452.81	PAID
2002	8,550	\$444.26	\$0.00	\$0.00	\$0.00	\$0.00		\$444.26	\$444.26	PAID
2001	8,550	\$444.26	\$0.00	\$0.00	\$0.00	\$0.00		\$499.99	\$499.99	PAID
2000	7,900	\$414.75	\$0.00	\$0.00	\$0.00	\$0.00		\$414.75	\$414.75	PAID
1999	7,900	\$404.48	\$0.00	\$0.00	\$0.00	\$0.00		\$404.48	\$404.48	PAID
1998	7,900	\$405.27	\$0.00	\$0.00	\$0.00	\$0.00		\$405.27	\$405.27	PAID
1997	7,900	\$405.27	\$0.00	\$0.00	\$0.00	\$0.00		\$405.27	\$405.27	PAID

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2010	60947	10/07/2011	\$733.46	\$0.00	\$0.00	\$0.00	\$0.00	\$733.46
2009	56047	10/06/2010	\$744.23	\$0.00	\$0.00	\$0.00	\$0.00	\$744.23
2008	61143	10/09/2009	\$686.96	\$0.00	\$0.00	\$0.00	\$0.00	\$686.96
2007	56439	10/07/2008	\$630.91	\$0.00	\$0.00	\$0.00	\$0.00	\$630.91
2006	110769	10/5/2007	\$585.76	\$0.00	\$0.00	\$0.00	\$0.00	\$585.76
2005	139675	10/23/2006	\$540.70	\$0.00	\$0.00	\$0.00	\$56.00	\$596.70
2004	95591	10/6/2005	\$487.74	\$0.00	\$0.00	\$0.00	\$0.00	\$487.74
2003	85462	10/5/2004	\$452.81	\$0.00	\$0.00	\$0.00	\$0.00	\$452.81

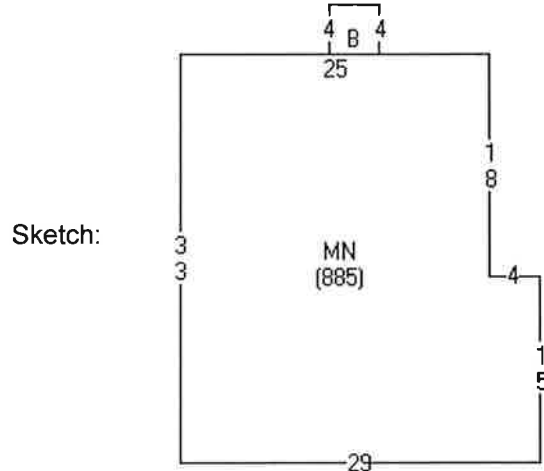
2002	113519	10/11/2003	\$444.26	\$0.00	\$0.00	\$0.00	\$0.00	\$444.26
2001	15795	12/9/2002	\$444.26	\$0.00	\$0.00	\$0.00	\$55.73	\$499.99
2000	16271	10/17/2001	\$414.75	\$0.00	\$0.00	\$0.00	\$0.00	\$414.75
1999	15478	10/11/2000	\$404.48	\$0.00	\$0.00	\$0.00	\$0.00	\$404.48
1998	17260	10/8/1999	\$405.27	\$0.00	\$0.00	\$0.00	\$0.00	\$405.27

Deed History

Date	Deed Ref.	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
7/9/1999	<u>99-62517</u>	DYESS, ADAM P.; DYESS, PERRY J.;	DYESS, CAROLYN A.	WD	0	0.00
		LRR 99-62517 WD NO REV				
8/3/1994	<u>94-47408</u>	DYESS, ADAM P.		WD	42,000	138.60
		94/47409 WD NO REV				
1/1/1985	-	HAMILTON, FRED			0	0.00

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Year Constructed	Basement Area
1	SF	FS	885	1175	1915	

Grade	Condition	Exterior Wall	Fireplace	Year Remodeled	Effective Age
5	A	ALUM.SIDNG			95



Out Buildings and Yard Improvements

Qty	Description	Size	Quality
1	Storm Shelter	12x12	

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



City of Fayetteville
Code Compliance
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone 479-575-8260

C. 2
1609 S. Duncan Avenue
Raze and Removal
Page 10 of 16

March 12, 2012

Adam P., Perry J., and Carolyn A. Dyess
P.O. Box 501
Samson, AL 36477

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **1609 S. Duncan Ave. (Parcel #765-09640-000)**, should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8260.

The hearing will be part of a regular City Council meeting on May 15, 2012 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Chad Ball
Community Services Coordinator

Cc: file

7010 2780 0001 9244 3158

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	3-12-12 Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	14384

Sent To _____
Street, Apt. No., or PO Box No. _____
City, State, ZIP+4 _____

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece. ADAM P, PERRY J AND CAROLYN DYESS P.O. BOX 501 SAMSON, AL 36477	A. Signature X Carolyn Dyess ☐ Agent ☐ Addressee B. Received by (Printed Name) Carolyn Dyess C. Date of Delivery 3/22/12 Address different from item 1? ☐ Yes ☐ No Delivery address below: ☐ Yes ☐ No
2. Article Number (Transfer from service label)	3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes	7010 2780 0001 9244 3158

PS Form 3811, February 2004 Domestic Return Receipt 14384 LW 102595-02-M-1540

RECEIVED
MAR 27 2012
CRCC









City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Shannon Jones

Submitted By

Utilities Capital Projects

Division

Utilities

Department

Action Required:

Approval of an Engineering Services Agreement with RJN Group for \$499,595.00 to update the Wastewater Collection System Model and Master Plan.

\$ 499,595

Cost of this request

\$ 4,163,541

Category / Project Budget

Water & Sewer

Program Category / Project Name

5400.5600.5314.00

Account Number

\$ 381,168

Funds Used to Date

Sanitary System Rehab

Program / Project Category Name

02017-2012

Project Number

\$ 3,782,373

Remaining Balance

Water & Sewer

Fund Name

Budgeted Item

XX

Budget Adjustment Attached

Department Director

27 Apr 12
Date

Previous Ordinance or Resolution #

City Attorney

4-30-12
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

4-30-2012
DateReceived in City 04-30-12 A07:13 RCVD
Clerk's Office

Chief of Staff

4-30-12
DateReceived in
Mayor's OfficeENTERED
4-30-12 BCP

Mayor

5/1/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer/Solid Waste Committee

Date: April 27, 2012

Subject: Engineering Agreement with RJN Group for Wastewater Collection System Model and Master Plan

RECOMMENDATION

City Administration recommends approval of an Engineering Services Agreement with RJN Group for \$499,595.00 to update the Wastewater Collection System Model and Master Plan.

BACKGROUND

The City of Fayetteville is required to maintain adequate capacity in its wastewater collection and treatment system. In 1996 the City entered into a contract with CH2MHill and RJN Group Inc. to complete a Collection System Master Plan and Facility Plan for the City's wastewater system, with the objectives of eliminating wet weather sewer overflows, building in future capacity, and bringing the system into compliance with USEPA and ADEQ regulations. The recommendations in the master plan were implemented through the wastewater system improvement project (WSIP), which included construction of a new West Side WWTP, upgrading the existing Nolan WWTP and modifying the collection system to properly convey wastewater flow to the two WWTPs.

DISCUSSION

The previous hydraulic model is now obsolete and does not provide the City the ability to evaluate the impact of new developments on the capacity of the collection and treatment system. This Master Plan Update will update the City's hydraulic model to reflect the current conditions and will also evaluate the impact of future growth within the City's service area. The computerized hydraulic model and software will be provided to the City as part of the deliverables of the project.

This model is not based on theoretical data. Developing the model requires significant monitoring of wastewater flows system wide at more than forty separate locations through both dry and wet seasons. The flows are calibrated with water usage on an area basis, and then with actual storm events, to ensure the model reflects all factors that impact wastewater flow. With this model, we can evaluate the impact of developments and redevelopments anywhere in our City's wastewater collection system. It also forecasts future flows to allow the City to plan for where greater capacity is required to accommodate future development- either as infill or in undeveloped areas.

The engineering selection committee met on April 12, 2012, and selected the RJN Group. The attached contract was developed through negotiations.

BUDGET IMPACT

Funds are available in project 02017.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH RJN GROUP IN THE AMOUNT OF \$499,595.00 TO UPDATE THE WASTEWATER COLLECTION SYSTEM MODEL AND MASTER PLAN

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 engineering services agreement with RJN Group in the amount of \$499,595.00 to update the wastewater collection system model and master plan. A copy of the agreement is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 15th day of May, 2012.

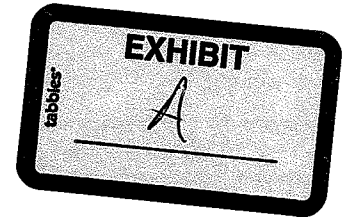
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
RJN GROUP



THIS AGREEMENT is made as of _____, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and RJN GROUP (hereinafter called RJN).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with development of a Wastewater Collection System Model and Master Plan . Therefore, CITY OF FAYETTEVILLE and RJN in consideration of their mutual covenants agree as follows:

RJN shall serve as CITY OF FAYETTEVILLE's professional engineering and architectural consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of RJN's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of RJN
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of RJN
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF RJN

- 2.1 General
 - 2.1.1 Perform professional services in connection with the Project as hereinafter stated.

- 2.1.1.1 The Scope of Services to be furnished by RJN during the Engineering Study is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.
- 2.1.2 RJN shall coordinate their activities and services with the CITY OF FAYETTEVILLE. RJN and CITY OF FAYETTEVILLE agree that RJN has full responsibility for the engineering services.
- 2.2 Engineering Services – Wastewater Collection System Model and Master Plan.
- 2.2.1 Perform engineering services as described in the Scope of Services in Appendix A.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of RJN.

- 3.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.2 Assist RJN by placing at RJN's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.3 Assist RJN in obtaining access to property reasonably necessary for RJN to perform its services under this Agreement.
- 3.4 Examine all studies, reports, and other documents presented by RJN and render in writing decisions pertaining thereto.
- 3.5 The Utilities Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

- 3.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to RJN in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. RJN will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO RJN

- 5.1 Compensation
- 5.1.1 Wastewater Collection System Model and Master Plan

The maximum not-to-exceed amount authorized for this Agreement is **\$499,595**. The CITY OF FAYETTEVILLE shall compensate RJN based on a Unit Price or Lump Sum basis as described in Appendices A and B.

- 5.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should RJN establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.
- 5.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with RJN's normal billing schedule. Once established,

the billing schedule shall be maintained throughout the duration of the Project.

Applications for payment shall be made in accordance with a format to be developed by RJN and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.2 Statements

Statements and progress report for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on RJN's percent completion of the project.

5.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of RJN's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise RJN in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, RJN shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by RJN to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against RJN or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, RJN will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

RJN will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and RJN waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of RJN's services.

6.2 Professional Responsibility

6.2.1 RJN will exercise reasonable skill, care, and diligence in the performance of RJN's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to RJN any defects or suspected defects in RJN's services of which CITY OF FAYETTEVILLE becomes aware, so that RJN can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of RJN

6.3 Cost Opinions and Projections

Cost opinions and projections prepared by RJN relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on RJN's experience, qualifications, and judgment as a design professional. Since RJN has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, RJN does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by RJN

6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of RJN's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of RJN

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that RJN is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to RJN at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of RJN's default.

6.5.4 If termination for default is effected by RJN, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to RJN for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by RJN relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, RJN shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by RJN in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of RJN to fulfill contractual obligations, it is determined that RJN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

In the event the services of RJN are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond RJN's reasonable control, RJN shall be entitled to additional compensation and time for reasonable costs incurred by RJN in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

RJN's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and RJN which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or RJN in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give RJN written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and RJN shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of RJN and the Mayor of CITY OF FAYETTEVILLE or his

designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to RJN for services rendered by RJN

6.10 Publications

Recognizing the importance of professional development on the part of RJN's employees and the importance of RJN's public relations, RJN may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to RJN's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to RJN. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of RJN's activities pertaining to any such publication shall be for RJN's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and RJN from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Computer Models. RJN may use or modify RJN'S proprietary computer models in service of CITY OF FAYETTEVILLE under this agreement, or RJN may develop computer models during RJN's service to CITY OF OFAYETTEVILLE under this agreement. Such use, modification, or development by RJN does not constitute a license to CITY OF FAYETTEVILLE to use or modify RJN's computer models. Said proprietary computer models shall remain the sole property of RJN. CITY OF FAYETTEVILLE and RJN will enter into a separate license agreement if CITY OF FAYETTEVILLE wishes to use RJN's computer models. The InfoWorks computer system model developed during this update will be delivered to the CITY of FAYETTEVILLE at the end of the Project. Two days of training on the modeling software will also be provided.

6.13 Ownership of Documents

All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, computer models and related data, and data are and remain the property of CITY OF FAYETTEVILLE. RJN may retain reproduced copies of drawings and copies of other documents.

Engineering documents, drawings, and specifications and other hard copy or electronic media prepared by RJN as part of the Services shall become the property of CITY OF FAYETTEVILLE when RJN has been compensated for all Services rendered, provided, however, that RJN shall have the unrestricted right to their use. RJN shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of RJN

Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. RJN makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Mountain Street
Fayetteville, Arkansas 72701

RJN GROUP's address:

12160 Abrams, Suite 400
Dallas, TX 75243

6.14 Successor and Assigns

CITY OF FAYETTEVILLE and RJN each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor RJN shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

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

6.16 Entire Agreement

This Agreement represents the entire Agreement between RJN and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to RJN a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by RJN, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of RJN

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve RJN of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 RJN shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by RJN's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 RJN's obligations under this clause are in addition to RJN's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against RJN for faulty materials, equipment, or work.

7.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and RJN arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

- 7.3.1 RJN shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. RJN shall also maintain the financial information and data used by RJN in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection,

audit and copying during normal business hours. RJN will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of RJN;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

RJN warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by RJN for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that RJN or any of RJN's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to RJN terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against RJN as it could pursue in the event of a breach of the Agreement by RJN. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs RJN incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, RJN 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, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and RJN, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

RJN

By : _____
Lioneld Jordan, Mayor

By: _____

ATTEST:

By: _____
Sondra Smity, City Clerk

Title: _____

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

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

ATTACHMENT A

SCOPE OF SERVICES CITY OF FAYETTEVILLE MASTER PLAN UPDATE

The wastewater system contains over 540 miles of main sewer and two WWTPs and serves over 80,000 customers.

In 1996 the City of Fayetteville entered into contract with CH2MHill and RJN Group Inc. to complete a Collection System Master Plan and Facility Plan for the wastewater system in the City. The MASTER PLAN resulted in a recommended plan to eliminate wet weather overflows and bring the system into compliance with USEPA and ADEQ regulations. The Plan included construction of a new WWTP in the Illinois River Watershed, upgrading the existing Nolan WWTP in the White River Watershed as well as construction of new pipelines and lift stations to convey wastewater flow to the two WWTPs. The plan also recommended the abandonment of several lift stations within the City. The recommendations in the Plan were implemented through the WSIP which was mainly completed by 2008.

The changes made in the system as part of the WSIP resulted in the hydraulic model developed in 1996 to now be outdated and does not provide the CITY the ability to evaluate the impact of new developments on the capacity of the collection and treatment system. This Master Plan Update Project will update the CITY'S hydraulic model to reflect the current conditions and will also evaluate the impact of future growth within the CITY'S Service Area. The hydraulic model will be provided to the City as part of the deliverables of the project.

RJN Group, Inc.'s responsibilities include field services, analysis, reporting and assistance to the CITY OF FAYETTEVILLE updating the Wastewater Collection System Master Plan Update as describe below:

1. PROJECT ADMINISTRATION AND MANAGEMENT:

A. PROJECT ADMINISTRATION:

Prepare final schedule of work activities.

Meet with CITY OF FAYETTEVILLE staff on a periodic basis, to update previous investigative work, to coordinate upcoming work, and to receive any input from staff. Written documentation of each meeting will be provided. A total of four meetings are anticipated.

Perform general consultation with appointed CITY OF FAYETTEVILLE representative on an as-needed basis. Provide general overview opportunities for CITY OF FAYETTEVILLE personnel for observing regularly scheduled field inspection and testing activities.

Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

B. DATA MANAGEMENT

Obtain existing information provided by CITY OF FAYETTEVILLE including maps, flow and rainfall records, facility as-built drawing, pump curves, overflow occurrence records, CIP status and other pertinent information. CITY OF FAYETTEVILLE will provide ArcView shape files of the wastewater system and all relevant reports and appendices necessary to prepare the MASTER PLAN UPDATE. It is anticipated that CITY OF FAYETTEVILLE will provide RJN detailed winter water usage data by service address. It is also anticipated that the service addresses will readily match with geo-referenced address contained in the CITY OF FAYETTEVILLE GIS database.

C. WORKSHOP

A Workshop will be conducted with the CITY OF FAYETTEVILLE staff to establish the methodologies for updating the MASTER PLAN document. Additional workshops will also be used to establish the criteria and assumptions needed to perform the monitoring program, construct the hydraulic model, calibrate the model, and develop any improvement alternatives. The workshop is expected to cover:

- Goals and purpose for the selected monitoring locations
- Modeling criteria such as population estimates, loading estimates, dry and weather calibration methodologies, model construction, model integration, land use estimates, etc.
- Improvement alternatives based on design storm and model run strategies
- A total of three workshops are anticipated. These will occur at the milestones of the following:
 1. Model Development
 2. Model Calibration
 3. Alternative Evaluation

2. FLOW MONITORING

The flow monitoring program is intended to collect both dry and wet weather flows for a 60 day period. The CITY'S existing permanent flow meter will be utilized during the project and will be serviced and calibrated by RJN on a regular basis. The CITY'S permanent meters will be supplemented by 20 RJN owned temporary flow meters.

A. SITE INVESTIGATION FOR TEMPORARY METERS

Review the collection system maps, operational information for the collection system, and the proposed hydraulic model network to select strategic flow monitoring locations. Flow site locations from the previous flow study will be considered and adjusted, as necessary, to enable an evaluation of rehab effectiveness, determine existing flow characteristics and calibrate the hydraulic model.

Prepare and submit to CITY OF FAYETTEVILLE staff a map that shows the proposed flow monitoring sites.

B. METER INSTALLATION

Prepare flow metering equipment for field installation conducting a series of performance and calibration tests to verify equipment meets operating standards. Inspect the key monitoring locations to determine their suitability for installation of the equipment. If a location is identified as being unsuitable, then alternative sites will be identified and evaluated to determine their suitability for installing the selected equipment.

A sixty (60) day monitoring period is predicated on obtaining sufficient dry and wet weather conditions that include at least four (4) storm events of varying rainfall intensities in order to adequately calibrate the hydraulic model. 22 meters (2 City meters and 20 RJN meters) are assumed in the cost proposal.

C. METER MAINTENANCE

Maintain the temporary flow meters over the monitoring period to achieve at least a 90% uptime requirement. Routine service visits shall be performed on a bi-weekly basis to include in-situ depth and velocity confirmations, downloading recorded data, onsite analysis of the data, cleaning of the sensors, and replacing any defective or deficient equipment. In the event telemetry is used, data shall be downloaded and evaluated on a weekly basis. Data shall be reviewed within 24 hours of collection and field technicians will be dispatched no later than the following working day to correct any issues identified. If any issues are noted with the CITY'S permanent meters between RJN's regularly scheduled site visits, RJN will notify the CITY in order for their staff to service the meter(s).

D. METER REMOVAL (TEMPORARY METERS)

In the event the dry and wet weather criteria have been met by the end of the scheduled monitoring period, recommend the removal of flow meters. If the criteria has not been observed during the scheduled monitoring period, advise CITY OF FAYETTEVILLE to consider extending the monitoring period.

E. RAINFALL MONITORING

Acquire access to the existing CITY OF FAYETTEVILLE rain gauges and install up to ten (10) supplemental gauges with 0.01 inch accuracy to satisfy coverage requirements. Service rain gauges to obtain a continuous record of rainfall conditions during the monitoring period.

F. FLOW ANALYSIS AND REPORTS

- 1) Edit raw data and develop final calibrated flow data for flow meters.
- 2) Develop depth, velocity and quantity hydrographs for dry and wet weather flow conditions.
- 3) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.

- 4) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations.
- 5) Determine peak infiltration rates during high groundwater conditions, if possible.
- 6) Provide final calibrated flow meter data and flow components in a flow monitoring Technical Memorandum.

3. DEVELOPMENT OF FUTURE FLOWS

The 1997 MASTER PLAN was based on population data and flows developed by CH2MHill and RJN Group Inc from data collected from the CITY and the Northwest Arkansas Planning Commission. The Plan looked at two scenarios which were for the Year 2020 and for ultimate build out of the 1996 planning area. The Master Plan update will evaluate the service area population growth to 115,000 and also reevaluate the ultimate buildout based on zoning and other land use changes that have occurred since 1996. The hydraulic analysis will also utilize the wastewater flows collected in Task 2 to evaluate rehabilitation efforts since 1996. Specific tasks are as follows:

- a. Review existing sewer service boundaries and compare to current aerial maps to determine area acceptable for future development.
- b. Interview CITY OF FAYETTEVILLE staff to determine plans for serving future developing areas.
- c. Obtain and review existing population data and future population projections from the Northwest Arkansas Planning Commission..
- d. Review City of Fayetteville zoning and land use mapping for identified undeveloped areas.
- e. Develop full build out population projections and estimated wastewater flows based on current flow monitoring data and compare to projects contained in the 1997 Master Plan Report.

The development of future flows will allow the system to be modeled and alternatives evaluated for full build out conditions.

4. HYDRAULIC MODEL UPDATE

The existing hydraulic model currently contains a hydraulic network for line segments constructed prior to 1996 in the SWMM XP model. The SWMM model data will be imported into the InfoWorks CS model software and will be updated to include sewer segments constructed since 1996. For all sewer segments 10 inches in diameter and larger as well as critical 6 and 8 inch diameter sewers, invert and rim elevations will be obtained from the existing model or from existing record drawings. For the remaining non critical 6 and 8 inch diameter lines, the rim and invert elevations will be estimated utilizing the topographical data provided to RJN by the CITY. Specific task are as follows:

- a. Import existing model to the InfoWorks model software.
- b. Obtain record drawings of all 10 inch diameter and larger sewers as well as smaller diameter critical sewers constructed since 1996. Obtain invert elevations, diameters, and length data and input to model database.

- c. Conduct field surveys of selected sewer segments to verify or resolve any elevation discrepancies. A total of five (5) days of survey time is included in the cost estimate.
- d. Obtain and review record drawings of all flow equalization basins and input into model database.
- e. Obtain and review record drawings for lift stations and associated force mains and pump curves for major lift stations and input into model database. A total of 12 major pump stations are anticipated
- f. Redefine any sub-basin or catchment boundaries as needed due to system changes.
- g. Review profiles of all sewer lines and check for continuity and accuracy of model geometry.
- h. Perform visual field inspections as needed to resolve data conflicts.
- i. Recommend additional survey information as required, to ensure model integrity
- j. Update population and land use data to reflect current conditions.

5. MODEL CALIBRATION

The updated model will be calibrated for wet and dry conditions based on flow data from the flow monitoring task. Specific tasks will include:

- a. Select dry weather period from flow data
- b. Develop dry weather flow unit equivalents.
- c. Calibrate model to dry weather weekday and weekend conditions.
- d. Select three storm events with varying rainfall intensities that ideally do not result in overflows in the collection system.
- e. Calibrate model based on selected storm events.

The model will be calibrated by adjusting various parameters in the model until the model flows match the depth, velocity, and flow recorded by the flow meters. Where the model data can not be adjusted within acceptable parameters to match monitored conditions, field investigations may be preformed to evaluate actual system performance.

6. HYDRAULIC CAPACITY ANALYSIS

- a. Using the calibrated computer model, RJN shall perform a system analysis for existing dry weather conditions. Normal wastewater production and dry weather infiltration flow components versus available pipe capacity will be analyzed to determine if any potential dry weather hydraulic capacity problems currently exist.
- b. RJN will consult with the CITY to select a Design Storm Event to evaluate the collection system capacity for wet weather conditions. It is anticipated that the same design storm utilized for the WSIP (5-year/24-hour storm event with 2-year/60-minute peak intensity) will be utilized in this Update.

- c. Using the selected design storm event, RJN shall perform a system hydraulic analysis under existing population conditions to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- d. Using the selected design storm event, the RJN shall perform a system hydraulic analysis under a future service area population condition of 115,000 to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- e. Using the selected design storm event, the RJN shall perform a system hydraulic analysis under ultimate buildout condition to identify any capacity restrictions within the collection system and determine for each sewer segment, lift station, and force main in the model, the peak flows and the percentage of capacity used for the selected wet weather condition.
- f. Utilizing the model for the selected design storm event RJN will estimate the average daily flow and peak hour and peak day flows for each of the WWTP for the two population scenarios described above.

7. MASTER PLAN UPDATE

The MASTER PLAN UPDATE consists of several tasks to evaluate the existing system performance and develop any necessary improvement alternatives to transport the projected flows for the scenarios described above. The tasks associated with the MASTER PLAN UPDATE will include:

- a. Effectiveness of rehabilitation efforts to date and level of actual I/I reduction.
- b. Prioritization of each monitored area for future SSES and rehabilitation efforts.
- c. Any necessary capacity improvements for full conveyance to the WWTPs.
- d. Peak flow management to downsize, defer or eliminate full conveyance alternative. These may include:
 - additional system storage
 - flow diversion/rerouting
 - I/I reduction
 - combination of alternatives
- e. Peak wastewater flows to each WWTP
- f. Develop MASTER PLAN UPDATE CIP.
- g. A draft report will be prepared and 5 copies submitted to the CITY OF FAYETTEVILLE. The report will include a summary of each task performed and include appendices of all relevant information. After review by the CITY OF FAYETTEVILLE staff, comments will be incorporated into a final report and 10 copies will be submitted to CITY OF FAYETTEVILLE.

8. HYDRAULIC MODEL

The InfoWorks CS model developed during this update will be delivered to the CITY of FAYETTEVILLE at the end of the Project. Two days of training on the modeling software will also be provided.

In signing this Agreement, the CITY OF FAYETTEVILLE grants RJN Group Inc. specific authorization to proceed under this Agreement. The draft MASTER PLAN UPDATE Report shall be submitted no later than January 31, 2013. The CITY OF FAYETTEVILLE will be kept informed if the schedule will not be met. RJN shall submit a detailed project schedule within two (2) weeks of the Notice to Proceed.

ATTACHMENT B COMPENSATION

CITY OF FAYETTEVILLE MASTER PLAN UPDATE

In consideration of the services to be performed under this Agreement, RJN GROUP, INC. shall be paid as per the following compensation schedule:

TASK DESCRIPTION	Units	Unit Rate \$	Total Cost \$
1. PROJECT ADMINISTRATION AND MANAGEMENT			
A. Project Administration	LS	20,937.00	20,937
B. Data Management	LS	3,758.00	3,758
C. Workshops	LS	15,310.00	15,310
SUBTOTAL			40,005
2. FLOW MONITORING			
A. Site Investigation / Selection	20 meters	444.95	8,919
B. Meter Installation	22 meters	691.82	15,220
C./D. Meter Maintenance / Removal (60 days)	2400 meter-days	31.87	76,495
E. Rainfall Monitoring	10 gauges	840.04	8,404
F. Flow Editing/Analysis / Report	LS	58,072.00	58,072
SUBTOTAL			167,110
3. DEVELOPMENT OF FUTURE FLOWS	LS	10,278.00	10,278
4. HYDRAULIC MODEL UPDATE	LS	49,412.00	49,412
5. MODEL CALIBRATION	LS	64,320.00	64,320
6. HYDRAULIC CAPACITY ANALYSIS	LS	63,350.00	63,350
7. MASTER PLAN UPDATE / REPORT	LS	49,360.00	49,360
8. HYDRAULIC MODEL	LS	55,760.00	55,760
SUBTOTAL			292,480
TOTAL			499,595

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: 4/27/2012	D-1 RJN Group Page 27 of 28
P.O Number:	Expected Delivery Date:	

Vendor #: 291	Vendor Name: RJN Group	Mail Yes: ☒ XX No: ☐
Address: 12160 Abrams, Suite 400	Fob Point:	Taxable Yes: ☒ No: ☐ Quotes Attached Yes: ☐ No: ☒
City: Dallas	State: TX	Zip Code: 75243
Requester: David Jurgens	Requester's Employee #: 490	Extension: 330

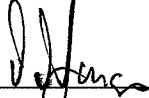
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Prof Services, Wastewater Model/Master Plan	1		499,595.00	\$499,595.00	2130.9132.5314.00	11028.1201		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$499,595.00**
Tax: _____
Total: **\$499,595.00**

Approvals:

Mayor: _____

Department Director: 

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Jesse Fulcher

Submitted By

Planning

Division

Development Services

Department

Action Required:

VAC 12-4064: Vacation (1001 W. ROCHIER ST./PARK GREEN, 561): Submitted by CRAFTON TULL AND ASSOCIATES, INC. for property located at 1001 WEST ROCHIER STREET. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE AND RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE. The request is to vacate undeveloped streets and alley ways in the Rochier Heights Subdivision.

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

04-27-12 P03:20 RCVD

Chief of Staff

Date

Received in
Mayor's Office

Kim J.

ENTERED
4-30-12 BCP

Mayor

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: April 27, 2012

Subject: VAC 12-4064 (Park Green/Rochier Heights)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to vacate undeveloped streets and alley ways within the Rochier Heights Subdivision.

BACKGROUND

The subject property contains approximately 19.39 acres and is located south of Martin Luther King Boulevard and south of the intersection of Paris Avenue and Rochier Street within the Rochier Heights Subdivision. Rochier Heights Subdivision was platted in 1926 and included several dedicated streets and alleys; however, only a few of the streets were ever constructed. Access to the site is currently from Rochier Street, which dead-ends on the north side of the property. The remainder of the subdivision is currently undeveloped.

The applicant's request is to vacate the unconstructed alley and street rights-of-way within the Rochier Heights Subdivision. None of these streets or alleys were ever constructed, and a portion of Paris has already been vacated (Ord. No. 1426). Many of these streets and alleys could not be feasibly constructed due to topography, rail road right-of-way or overhead utility lines.

DISCUSSION

On April 23, 2012, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 12-4064 SUBMITTED BY CRAFTON TULL AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1001 WEST ROCHIER STREET TO VACATE UNDEVELOPED STREETS AND ALLEY WAYS IN THE ROCHIER HEIGHTS SUBDIVISION.

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 undeveloped streets and alley ways are 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 undeveloped streets and alley ways as described 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.

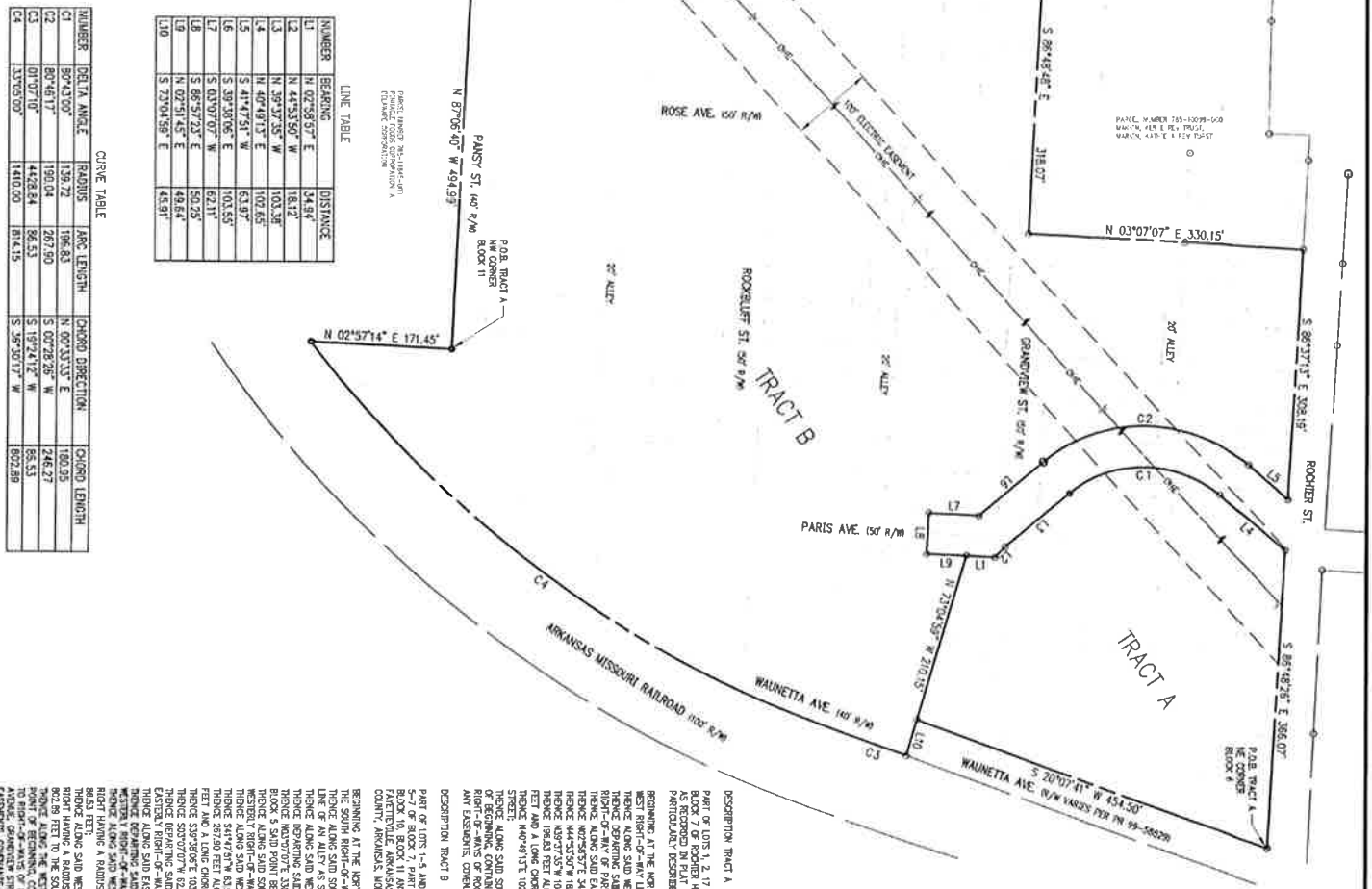
PASSED and **APPROVED** this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



DESCRIPTION OF THE DATA

DESCRIPTION: Ditch 6'

[illegible][illegible]

NOTES

THIS PLAY REPRESENTS SURVEYS CONDUCTED ON THIS PROPERTY ON THE FOLLOWING DATE: FEBRUARY 2, 2012

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DEEDS AND PLATS AND NO OTHERS OR 2010-3443, PR 5-59, PR 95-58928 AND PR 2004-35937.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAN WERE OBTAINED FROM THE WASHINGTON COUNTY GIS WEB SITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE," AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PLANS. MAHESHA DESAI, 2007, EFFECTIVE DATE MAY 10, 2008.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURETOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAPS. IN ADDITION, NO INSURERED STATE OF THE LANDLORD OR FLOODING OF THE SUBJECT PROPERTY HAS BEEN ADVISED BY THE SURETOR, AND NO CRIMINAL RECORDS OF THE SUBJECT PROPERTY HAVE BEEN

LAND SURVEYING RECORDS

STATE OF
ARKANSAS
NO. 1460
REGISTERED
GUYTON TILL & ASSOCIATES, INC.
BY KEVIN WOODHURST USM
KEVIN WOODHURST
JES 100



ALL INFORMATION CONTAINED HEREIN DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



BOUNDARY SURVEY
LOTS 1 - 7 & 12 - 18 OF BLOCK 5, BLOCKS 6, 7, 8,
9, 10, 11 & 12
OF ROCHIER HEIGHTS ADDITION

PREPARED FOR:
UNIVERSITY STUDENT LIVING, LLC

FAYETTEVILLE ARKANSAS

1. **VEHICLE MAKE** SAAB
 2. **VEHICLE MODEL** 900
 3. **VEHICLE YEAR** 1991
 4. **VEHICLE VIN** YSC44381
 5. **VEHICLE LICENSE** 12345678
 6. **VEHICLE COLOR** WHITE
 7. **VEHICLE MAKE** SAAB
 8. **VEHICLE MODEL** 900
 9. **VEHICLE YEAR** 1991
 10. **VEHICLE VIN** YSC44381
 11. **VEHICLE LICENSE** 12345678
 12. **VEHICLE COLOR** WHITE
 13. **VEHICLE MAKE** SAAB
 14. **VEHICLE MODEL** 900
 15. **VEHICLE YEAR** 1991
 16. **VEHICLE VIN** YSC44381
 17. **VEHICLE LICENSE** 12345678
 18. **VEHICLE COLOR** WHITE
 19. **VEHICLE MAKE** SAAB
 20. **VEHICLE MODEL** 900
 21. **VEHICLE YEAR** 1991
 22. **VEHICLE VIN** YSC44381
 23. **VEHICLE LICENSE** 12345678
 24. **VEHICLE COLOR** WHITE
 25. **VEHICLE MAKE** SAAB
 26. **VEHICLE MODEL** 900
 27. **VEHICLE YEAR** 1991
 28. **VEHICLE VIN** YSC44381
 29. **VEHICLE LICENSE** 12345678
 30. **VEHICLE COLOR** WHITE
 31. **VEHICLE MAKE** SAAB
 32. **VEHICLE MODEL** 900
 33. **VEHICLE YEAR** 1991
 34. **VEHICLE VIN** YSC44381
 35. **VEHICLE LICENSE** 12345678
 36. **VEHICLE COLOR** WHITE
 37. **VEHICLE MAKE** SAAB
 38. **VEHICLE MODEL** 900
 39. **VEHICLE YEAR** 1991
 40. **VEHICLE VIN** YSC44381
 41. **VEHICLE LICENSE** 12345678
 42. **VEHICLE COLOR** WHITE
 43. **VEHICLE MAKE** SAAB
 44. **VEHICLE MODEL** 900
 45. **VEHICLE YEAR** 1991
 46. **VEHICLE VIN** YSC44381
 47. **VEHICLE LICENSE** 12345678
 48. **VEHICLE COLOR** WHITE
 49. **VEHICLE MAKE** SAAB
 50. **VEHICLE MODEL** 900
 51. **VEHICLE YEAR** 1991
 52. **VEHICLE VIN** YSC44381
 53. **VEHICLE LICENSE** 12345678
 54. **VEHICLE COLOR** WHITE
 55. **VEHICLE MAKE** SAAB
 56. **VEHICLE MODEL** 900
 57. **VEHICLE YEAR** 1991
 58. **VEHICLE VIN** YSC44381
 59. **VEHICLE LICENSE** 12345678
 60. **VEHICLE COLOR** WHITE
 61. **VEHICLE MAKE** SAAB
 62. **VEHICLE MODEL** 900
 63. **VEHICLE YEAR** 1991
 64. **VEHICLE VIN** YSC44381
 65. **VEHICLE LICENSE** 12345678
 66. **VEHICLE COLOR** WHITE
 67. **VEHICLE MAKE** SAAB
 68. **VEHICLE MODEL** 900
 69. **VEHICLE YEAR** 1991
 70. **VEHICLE VIN** YSC44381
 71. **VEHICLE LICENSE** 12345678
 72. **VEHICLE COLOR** WHITE
 73. **VEHICLE MAKE** SAAB
 74. **VEHICLE MODEL** 900
 75. **VEHICLE YEAR** 1991
 76. **VEHICLE VIN** YSC44381
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 84. **VEHICLE COLOR** WHITE
 85. **VEHICLE MAKE** SAAB
 86. **VEHICLE MODEL** 900
 87. **VEHICLE YEAR** 1991
 88. **VEHICLE VIN** YSC44381
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 90. **VEHICLE COLOR** WHITE
 91. **VEHICLE MAKE** SAAB
 92. **VEHICLE MODEL** 900
 93. **VEHICLE YEAR** 1991
 94. **VEHICLE VIN** YSC44381
 95. **VEHICLE LICENSE** 12345678
 96. **VEHICLE COLOR** WHITE
 97. **VEHICLE MAKE** SAAB
 98. **VEHICLE MODEL** 900
 99. **VEHICLE YEAR** 1991
 100. **VEHICLE VIN** YSC44381
 101. **VEHICLE LICENSE** 12345678
 102. **VEHICLE COLOR** WHITE
 103. **VEHICLE MAKE** SAAB
 104. **VEHICLE MODEL** 900
 105. **VEHICLE YEAR** 1991
 106. **VEHICLE VIN** YSC44381
 107. **VEHICLE LICENSE** 12345678
 108. **VEHICLE COLOR** WHITE
 109. **VEHICLE MAKE** SAAB
 110. **VEHICLE MODEL** 900
 111. **VEHICLE YEAR** 1991
 112. **VEHICLE VIN** YSC44381
 113. **VEHICLE LICENSE** 12345678
 114. **VEHICLE COLOR** WHITE
 115. **VEHICLE MAKE** SAAB
 116. **VEHICLE MODEL** 900
 117. **VEHICLE YEAR** 1991
 118. **VEHICLE VIN** YSC44381
 119. **VEHICLE LICENSE** 12345678
 120. **VEHICLE COLOR** WHITE
 121. **VEHICLE MAKE** SAAB
 122. **VEHICLE MODEL** 900
 123. **VEHICLE YEAR** 1991
 124. **VEHICLE VIN** YSC44381
 125. **VEHICLE LICENSE** 12345678
 126. **VEHICLE COLOR** WHITE
 127. **VEHICLE MAKE** SAAB
 128. **VEHICLE MODEL** 900
 129. **VEHICLE YEAR** 1991
 130. **VEHICLE VIN** YSC44381
 131. **VEHICLE LICENSE** 12345678
 132. **VEHICLE COLOR** WHITE
 133. **VEHICLE MAKE** SAAB
 134. **VEHICLE MODEL** 900
 135. **VEHICLE YEAR** 1991
 136. **VEHICLE VIN** YSC44381
 137. **VEHICLE LICENSE** 12345678
 138. **VEHICLE COLOR** WHITE
 139. **VEHICLE MAKE** SAAB
 140. **VEHICLE MODEL** 900
 141. **VEHICLE YEAR** 1991
 142. **VEHICLE VIN** YSC44381
 143. **VEHICLE LICENSE** 12345678

Ord Pg 2

EXHIBIT "B"
VAC 12-4064

LEGAL DESCRIPTION FOR STREETS AND ALLEYS TO BE VACATED:

STREETS AND ALLEYS, OR PORTIONS THEREOF, TO BE VACATED ARE ALL LOCATED WITHIN ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS SHOWN UPON THE ORIGINAL PLAT OF RECORD FOR SAID ROCHIER HEIGHTS ADDITION ON PLAT BOOK 5 AT PAGE 69, IN THE PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE NE1/4 OF THE NE1/4 OF SECTION 20 AND A PART OF THE NW1/4 OF THE NW1/4 OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARIS AVENUE:

THAT PART OF PARIS AVENUE LYING SOUTH OF ROCHIER AVENUE AS PREVIOUSLY DESCRIBED AND DEDICATED BY CITY OF FAYETTEVILLE ORDINANCE #1450 AND RECORDED IN VOLUME 653 AT PAGE 75 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS BEING DESCRIBED AS:

A STRIP OF LAND FIFTY (50) FEET OF UNIFORM WIDTH FOR A PUBLIC STREET RUNNING FROM THE SOUTH LINE OF ROCHIER STREET TO THE WEST LINE OF PARIS AVENUE AS FORMERLY PLATTED AND OF RECORD AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND FIFTY (50) FEET OF UNIFORM WIDTH LYING EAST OF AND INSIDE A LINE WITH THE FOLLOWING DESCRIBED CURVATURE: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6 IN ROCHIER HEIGHTS ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING ALSO 562.62 FEET EAST AND 299.84 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE 5TH P.M., AND RUNNING THENCE SOUTH 89° 59' WEST, 429.36 FEET ALONG THE SOUTH LINE OF ROCHIER STREET TO THE POINT OF BEGINNING FOR THE WEST LINE OF THE STRIP OF LAND HEREIN CONVEYED; THENCE S 37° 43' W, 64.00 FEET TO THE P.C. OF A 30°09' CURVE TO THE SOUTHEAST; THENCE CURVING SOUTHEASTERLY ALONG SAID CURVE 267.64 FEET TO THE P.T. OF SAID CURVE, THIS CURVE LINE BEING ON THE WEST AND OUTSIDE LINE OF RIGHT-OF-WAY OF THE 50-FOOT STRIP HEREIN CONVEYED FOR STREET; THENCE S 43° E, 103.45 FEET OR TO THE WEST LINE OF PARIS AVENUE AS FORMERLY PLATTED; THENCE SOUTH 62 FEET TO THE NORTH END OF PARIS AVENUE AT THE NORTHWEST CORNER THEREOF AS NOW PLATTED; THENCE EAST FIFTY (50) FEET; THENCE NORTH 84 FEET TO THE SOUTH LINE OF GRANDVIEW STREET AS FORMERLY PLATTED AND THE PORTION OF WHICH IS NOW CLOSED; THENCE NORTHWESTERLY TO THE EAST LINE OF THE STREET HEREIN CONVEYED. IT IS INTENDED AND UNDERSTOOD THAT SAID 50-FOOT STRIP OF LAND SHALL CONSTITUTE A CURVED CONTINUATION OF

Ord Pg 3

PARIS AVENUE AS THE SAME NOW EXISTS TO ROCHIER STREET, AS THE SAME ARE PLATTED.

ALSO, ALL THAT PART OF PARIS AVENUE AS ORIGINALLY PLATTED THAT IS BOUNDED ON THE NORTH BY THE SOUTH LINE OF THE ABOVE DESCRIBED PORTION OF PARIS AVENUE AS DESCRIBED IN SAID ORDINANCE #1450 AND RECORDED IN VOLUME 653 AT PAGE 75 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS AND LOCATED BETWEEN BLOCKS 7, 8, 10, 12 OF SAID ROCHIER HEIGHTS ADDITION THAT EXTENDS TO THE NORTH LINE OF THE ST. LOUIS & SAN FRANCISCO RAILROAD AS SHOWN ON SAID PLAT OF ROCHIER HEIGHTS ADDITION.

WAUNETTA AVENUE:

ALL THAT PART OF WAUNETTA AVENUE AS ORIGINALLY PLATTED AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION THAT LIES SOUTH OF ROCHIER STREET AND WEST OF THE ST. LOUIS & SAN FRANCISCO RAILROAD, AND LYING EAST OF LOTS 1 AND 11 OF BLOCK 6, AND EAST OF LOTS 1 AND 7 OF BLOCK 7, ALL WITHIN SAID ROCHIER HEIGHTS ADDITION.

PANSY STREET:

ALL OF PANSY STREET AS ORIGINALLY PLATTED AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION THAT LIES BETWEEN THE WEST BOUNDARY LINE OF SAID ROCHIER HEIGHTS ADDITION AND THE WEST LINE OF THE ST. LOUIS & SAN FRANCISCO RAILROAD AND LYING SOUTH OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18 OF BLOCK 10 AND NORTH OF LOTS 1, 2 OF BLOCK 11, INCLUDING THAT SMALL PORTION OF PANSY STREET LYING SOUTH OF LOT 13 OF BLOCK 9 OF SAID ADDITION.

ROCKBLUFF STREET:

ALL OF ROCKBLUFF STREET AS ORIGINALLY PLATTED AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION THAT LIES BETWEEN ROSE AVENUE AND THE WEST LINE OF THE ST. LOUIS & SAN FRANCISCO RAILROAD AND LYING SOUTH OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18 OF BLOCK 8 AND LOTS 5, 6, 7 OF BLOCK 7, AND NORTH OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 OF BLOCK 10, AND LOTS 1, 2, 3 OF BLOCK 12 OF SAID ADDITION.

GRANDVIEW STREET:

THAT PORTION OF GRANDVIEW STREET AS ORIGINALLY PLATTED AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION THAT LIES BETWEEN THE EAST LINE OF ROSE AVENUE AND THE WEST LINE OF PARIS AVENUE AS ORIGINALLY PLATTED, AND LYING SOUTH OF LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18 OF BLOCK 5, AND NORTH OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 OF BLOCK 8; AND THAT PORTION OF GRANDVIEW STREET THAT LIES

Ord Pg 4

BETWEEN THE WEST BOUNDARY LINE OF SAID ROCHIER HEIGHTS ADDITION AND THE WEST LINE OF ROSE AVENUE WHICH LIES SOUTH OF LOT 12 OF BLOCK 4 AND NORTH OF LOT 1 OF BLOCK 9 OF SAID ADDITION.

ROSE AVENUE:

ALL THAT PART OF ROSE AVENUE AS ORIGINALLY PLATTED AND SHOWN UPON THE PLAT OF ROCHIER HEIGHTS ADDITION THAT LIES SOUTH OF THE PLATTED CENTERLINE OF GRANDVIEW STREET, BEING THE SOUTH LINE OF THE PROPERTY AS DESCRIBED IN WARRANTY DEED 2006-45373 AS TRACT "A", AND EXTENDING TO THE SOUTH BOUNDARY LINE OF SAID ROCHIER HEIGHTS ADDITION WHICH LIES EAST OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 OF BLOCK 9, AND WEST OF LOTS 9, 10 OF BLOCK 8 AND WEST OF LOTS 9, 10 OF BLOCK 10 OF SAID ADDITION.

ALLEYS:

THAT PORTION OF THE ALLEY LOCATED WITHIN BLOCK 5 THAT LIES WEST OF PARIS AVENUE AS ORIGINALLY PLATTED AND SHOWN UPON THE ORIGINAL PLAT OF ROCHIER HEIGHTS ADDITION AND EAST OF THE EAST LINE OF LOTS 8, 11 OF BLOCK 5 AND LYING SOUTH OF LOTS 1, 2, 3, 4, 5, 6, 7 AND NORTH OF LOTS 12, 13, 14, 15, 16, 17, 18 ALL IN BLOCK 5 OF SAID ADDITION.

ALSO, THE ALLEY LOCATED WITHIN BLOCK 7 THAT LIES SOUTH OF LOTS 1, 2, 3, 4 AND NORTH OF LOTS 5, 6, 7 OF BLOCK 7 OF SAID ADDITION;

Also, the Alley located within Block 8 that lies South of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and North of Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, and North, South, East, and West of Lot 19, all in Block 8 of said Addition;

Also, the Alley located within Block 10 that lies South of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and North of Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, all in Block 10 of said Addition;

Also, that portion of the Alley located along the West boundary line of said Rochier Addition lying South of Grandview Street and extending to the South boundary line of said Rochier Addition, and lying West of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 of Block 9 of said Addition.



PC Meeting of April 23, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~April 23, 2012~~ Updated April 27, 2012

VAC 12-4064: Vacation (1001 W. ROCHIER ST./PARK GREEN, 561): Submitted by CRAFTON TULL AND ASSOCIATES, INC. for properties located at 1001 WEST ROCHIER STREET. The properties are zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE AND RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE. The request is to vacate undeveloped streets and alley ways in the Rochier Heights Subdivision. Planner: Jesse Fulcher

Findings:

Property description: The subject property contains approximately 19.39 acres and is located south of Martin Luther King Boulevard and south of the intersection of Paris Avenue and Rochier Street within the Rochier Heights Subdivision. Rochier Heights Subdivision was platted in 1926 and included several dedicated streets and alleys; however, only a few of the streets were ever constructed. Access to the site is currently from Rochier Street, which dead-ends on the north side of the property. The remainder of the subdivision is currently undeveloped.

Request: The applicant's request is to vacate the unconstructed alley and street rights-of-way within the Rochier Heights Subdivision, as indicated on Exhibits "A" and "B" attached. None of these streets or alleys were ever constructed, and a portion of Paris has already been vacated (Ord. No. 1426). Many of these streets and alleys could not be feasibly constructed due to topography, rail road right-of-way or overhead utility lines.

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

<u>CITY OF FAYETTEVILLE:</u>	<u>RESPONSE</u>
-------------------------------------	------------------------

Water/Sewer	No Objections
-------------	---------------

Transportation	No Objections
----------------	---------------

Solid Waste	No Objections
-------------	---------------

Public Comment: No public comment has been received.

Recommendation: Finding that adequate access exists to serve the subject property, staff recommends forwarding **VAC 12-4064** to the City Council with a recommendation for approval subject to the following conditions:

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled

Date: April 23, 2012

Motion: Cook

Second: Cabe

Vote: 8-0-0

PETITION

PETITION TO VACATE ALLEYS LOCATED IN ROCHIER HEIGHTS SUBDIVISION, CITY OF FAYETTEVILLE,
ARKANSAS

TO: The City of Fayetteville City Planning Commission and Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the alley hereinafter sought to be abandoned and vacated, lying in Rochier Height Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an alley which is described as follows:

SEE ATTACHED LEGAL DESCRIPTION

That the abutting real estate affected by said abandonment of the alley are in Rochier Heights Subdivision, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described alleys.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements 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.

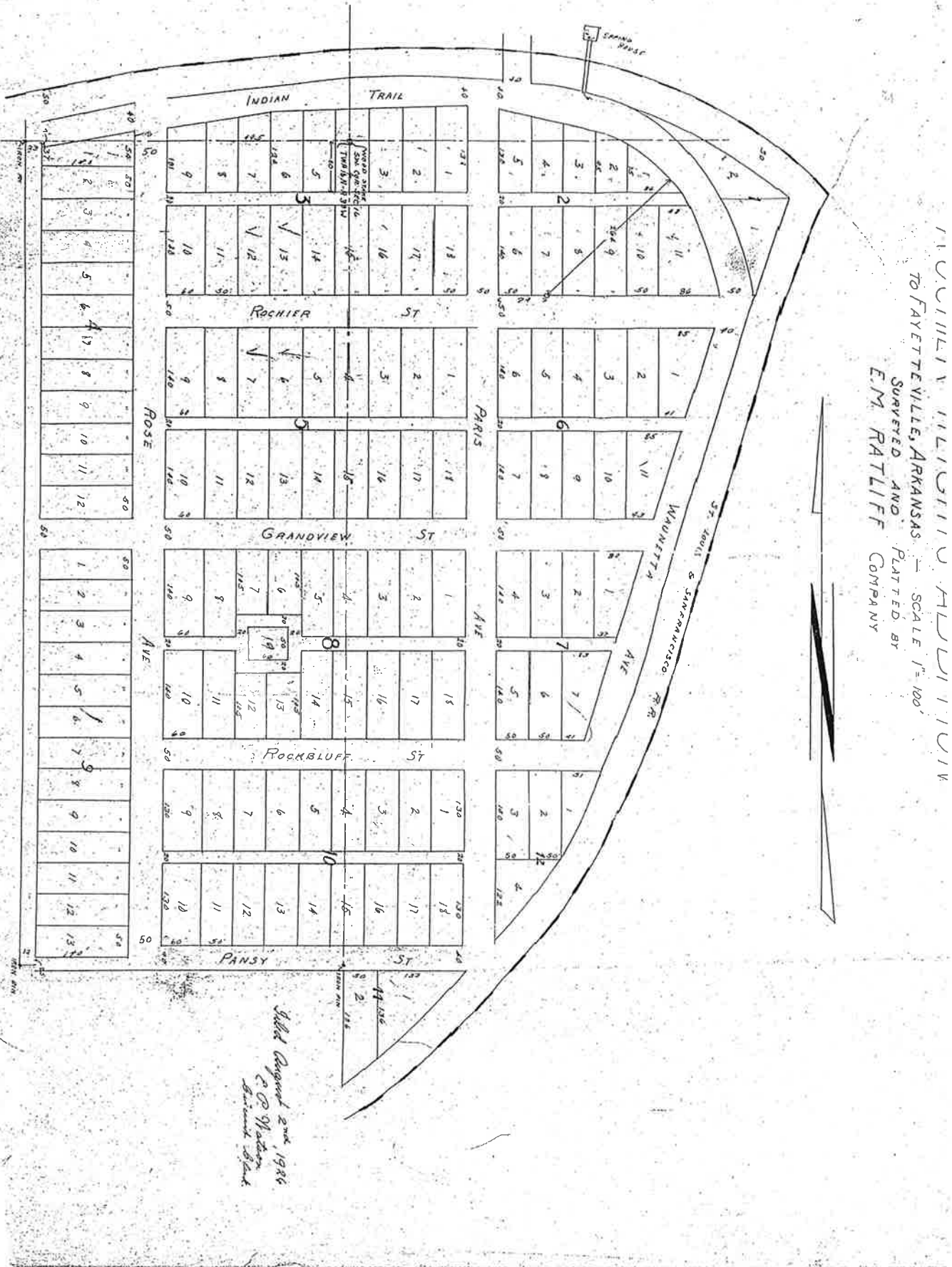
Dated this 29th day of FEBRUARY, 20 12.

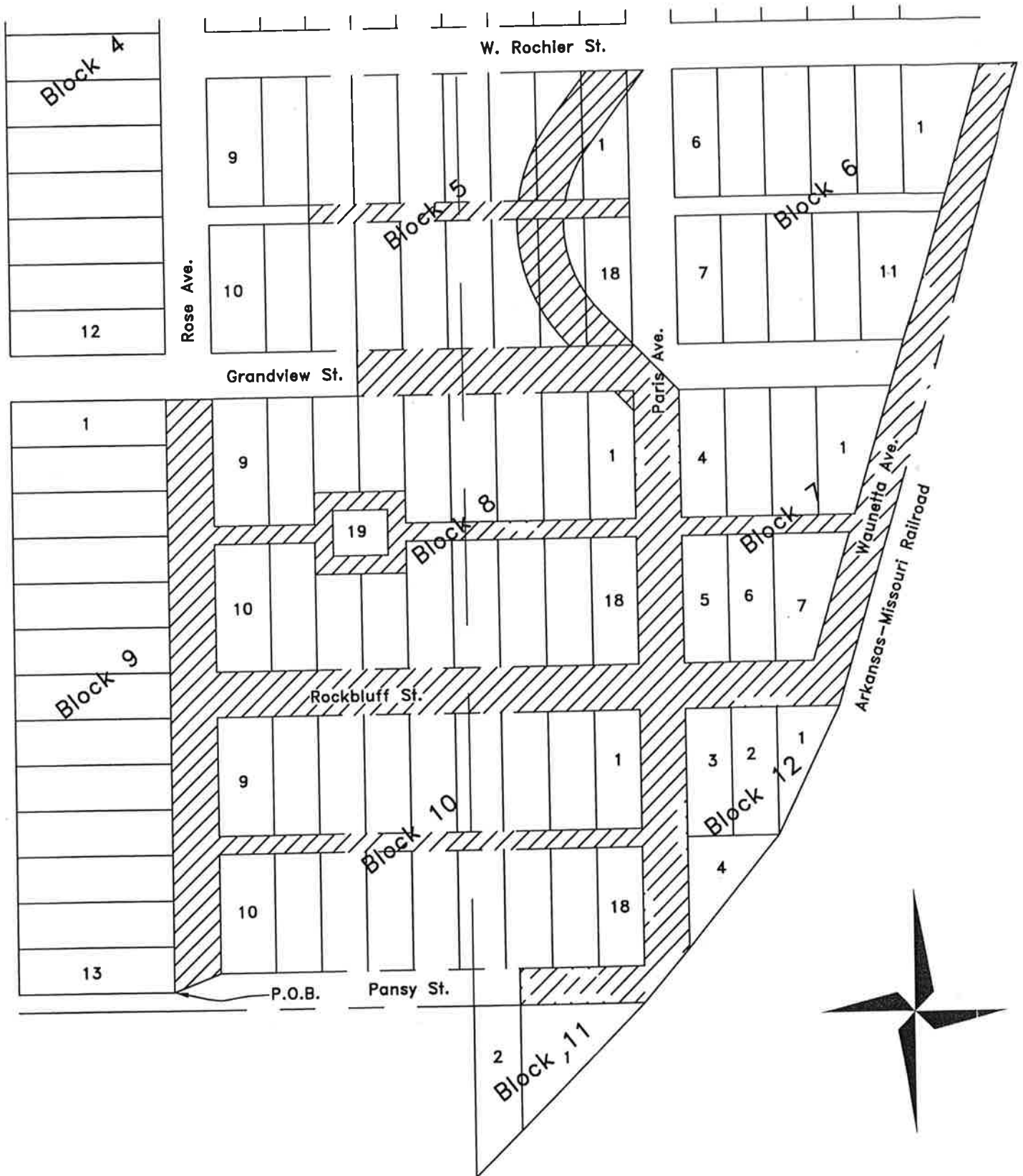
JAY STEWART

Printed Name



Signature





UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/15/12

UTILITY COMPANY: AT&T / SOUTHWESTERN BELL

APPLICANT NAME: Steven Beam (Representative) APPLICANT PHONE: 479-841-1338

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**)

1001 W. Rochier (Hilltop property at south end of Paris Drive)

(*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:

RELOCATION OR DAMAGE TO EXISTING AT&T FACILITIES WILL
BE CARED FOR BY AT&T AT THE OWNER/DEVELOPER'S EXPENSE

Susan K Clowder

Signature of Utility Company Representative

OSP ENGINEER-DESIGN

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 2/15/12

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Steven Beam (Representative) APPLICANT PHONE: 479-841-1338

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**)

1001 W. Rochier (Hilltop property at south end of Paris Drive)

(*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 to or relocation of existing facilities will be
at the developers expense.

Chad S. K...
Signature of Utility Company Representative

Construction Planner
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/15/12UTILITY COMPANY: Source Gas Co.APPLICANT NAME: Steven Beam (Representative) APPLICANT PHONE: 479-841-1338
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**)

1001 W. Rochier (Hilltop property at south end of Paris Drive)*(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:

Randy Drake
Signature of Utility Company RepresentativeField Coordinator
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 2/15/12

UTILITY COMPANY: AEP-SWEPSCO

APPLICANT NAME: Steven Beam (Representative) APPLICANT PHONE: 479-841-1338
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**)

1001 W. Rochier (Hilltop property at south end of Paris Drive)

(*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.)

100' Electric Transmission Line Easement to be retained.

- 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: 04/05/2012

UTILITY COMPANY: CITY OF FAYETTEVILLE

APPLICANT NAME: _____ APPLICANT PHONE: _____
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**)

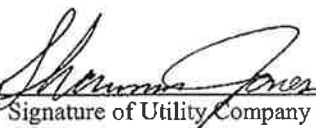
** Rochier Heights

(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: 2/15/12

UTILITY COMPANY: Solid waste + Recycling

APPLICANT NAME: Steven Beam (Representative) APPLICANT PHONE: 479-841-1338
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**)

1001 W. Rochier (Hilltop property at south end of Paris Drive)

(*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:

Ben Papp
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 2/23/12

Address / location of vacation: 1001 W Rochier (Hilltop Property at the South end of Paris Drive)

Adjacent property address: 605 Chestnut St, Chattanooga, TN 37450

Lot: _____ Block: _____ Subdivision: Rochier Heights

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated) - See Attached

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

PARK GREEN
Project Name

Heath Sutherlin for Arka, Inc
Name of Adjacent Property Owner (*printed*)

[Signature]
Signature of Adjacent Property Owner

Applicant Name

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 2/23/12

Address / location of vacation: 1001 W Rochier (Hilltop Property at the South end of Paris Drive)

Adjacent property address: P.O. Box 1282, Fayetteville, AR 72702

Lot: _____ Block: _____ Subdivision: Rochier Heights

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated) - See Attached

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

We have lots 8-12 BLK 4 and lots 8-11 BLK 5
on Rochier ~~St~~ Heights we would like to have
our right of way, alley and Easement Vacation

Project Name _____

Name of Adjacent Property Owner (printed) _____

Signature of Adjacent Property Owner _____

Applicant Name _____

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND
EASEMENT VACATION REQUESTS

Date: 2/23/12

Address / location of vacation: 1001 W Rochier (Hilltop Property at the South end of Paris Drive)

Adjacent property address: 1 Old Bloomfield Ave, Mountain Lake, NJ 07046

Lot: _____ Block: _____ Subdivision: Rochier Heights

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated) - See Attached

ADJACENT PROPERTY OWNERS COMMENTS:

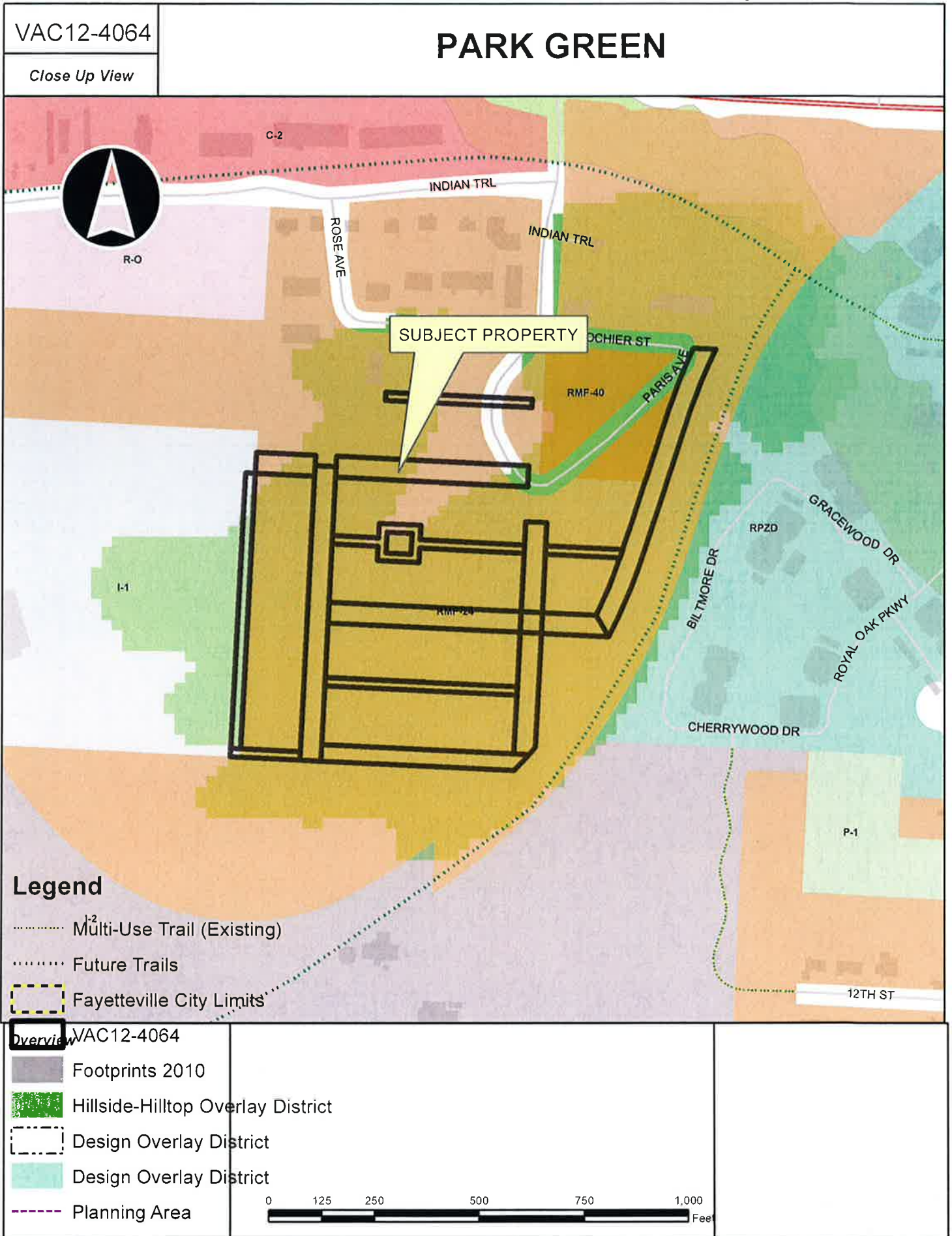
☐ I have been notified of the requested vacation and decline to comment.

☒ I do not object to the vacation described above.

☐ I do object to the requested vacation because:

Project Name Pinnacle Foods Group LLC
Name of Adjacent Property Owner (*printed*)
Bill Medley EHS Manager
Signature of Adjacent Property Owner

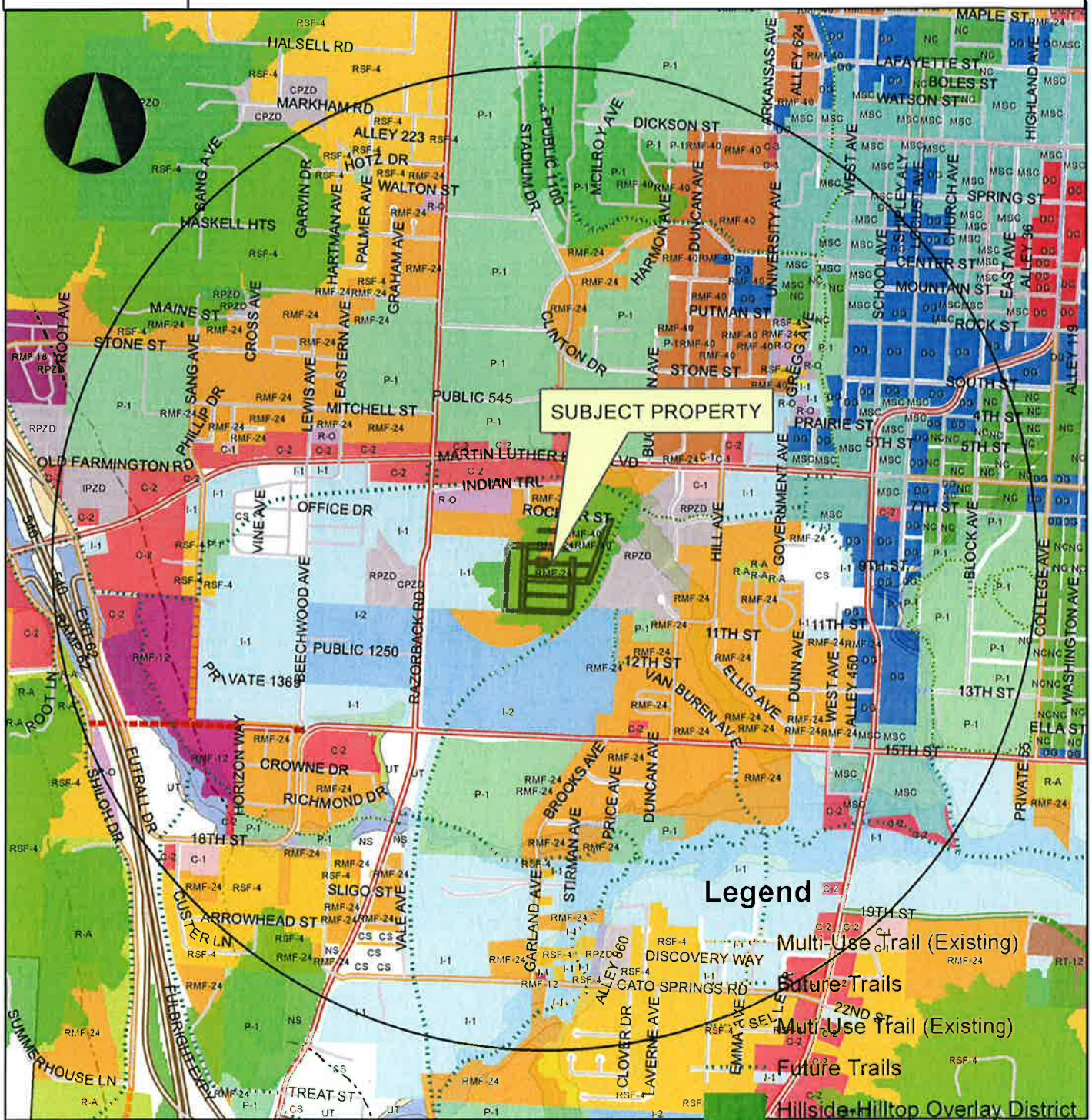
Applicant Name _____



VAC12-4064

One Mile View

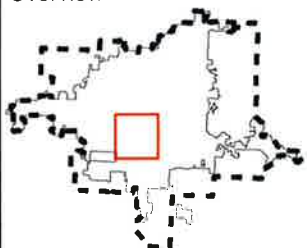
PARK GREEN



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Multi-Use Trail (Existing)
- Future Trails
- Hillside-Hilltop Overlay District

Overview



Legend

- Subject Property
- VAC12-4064

Boundary

0 0.25 0.5 1 Miles

- VAC12-4064
- Design Overlay District
- Planning Area
- Fayetteville

City of Fayetteville Staff Review Form

D. 3

Amend §33.250 Composition; Membership
Page 1 of 6City Council Agenda Items
and
Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Services

Department

Action Required:

ADM 12-4119: Administrative Item (City Code Article XII): Submitted by City Planning Staff and the City Attorney. The proposal is to amend Article XII of City Code to reduce the number of Board of Adjustment members from seven to five, and reduce the term limits from five to three years.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

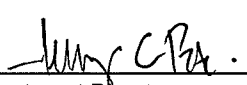
Program / Project Category Name

Project Number

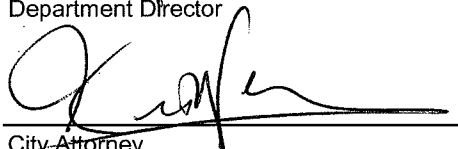
\$

Remaining Balance

Fund Name

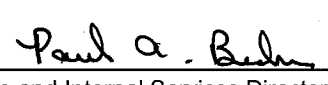
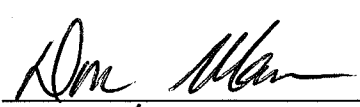
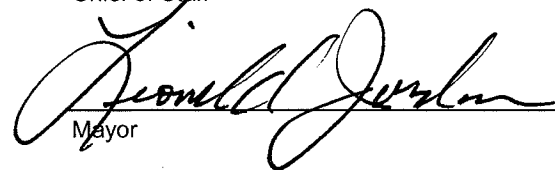
Budgeted Item ☐Budget Adjustment Attached ☐

 Department Director
0425-2012
Date

Previous Ordinance or Resolution #


 City Attorney
April 25, 2012
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
APRIL 25-2012
DateReceived in City 04-25-12 A10:59 RCVD
Clerk's Office

 Chief of Staff
4/25/12
DateReceived in
Mayor's Office

 Mayor
4/26/12
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Jeremy C. Pate, Development Services Director 

Date: April 24, 2012

Subject: Modification to Board of Adjustment Members and Terms (ADM 12-4119)

RECOMMENDATION

Planning staff recommends approval of an ordinance amending Article XII of City Code to modify the number of members and term limits for the Board of Adjustment. Staff recommends the number of members be reduced from seven to five, and the term limits be reduced from five years to three years.

BACKGROUND

Over the past several years the City has had difficulty obtaining members for the Board of Adjustment. This board has frequently operated at a fewer number of appointees than required due to lack of applications. This has resulted in difficulty in making quorum at meetings. Staff's opinion is that because this board meets only once a month, and deals with technical zoning variances, there is a somewhat limited pool of volunteer applicants. Additionally, because of the long term limits it is difficult to obtain volunteers that are willing to commit to a five-year term. The proposed term limits would be consistent with the three-year limit for our planning commission, and the reduced number of members should make it easier to have a fully appointed Board of Adjustment.

BUDGET IMPACT

None.

ARTICLE XII BOARD OF ADJUSTMENT

33.250 Composition; Membership

The Board of Adjustment shall consist of ~~seven~~ five members with its members to be appointed by the City Council, each for a term of ~~five~~ three years. Appointments shall be staggered. A majority of the membership of the Board of Adjustment shall constitute a quorum. Members of the Board of Adjustment may be removed from office by the City Council for cause upon written charges and after public hearing. Vacancies shall be filled by resolution of the City Council for the unexpired term of the member affected. (Code 1965, App. A, Art. 12(1); Ord. No. 1747, 6-29-70; Code 1991, §160.170; Ord. No. 4099, §1, 6-16-98)

33.251 Proceedings Of Board Of Adjustment

- (A) The Board of Adjustment shall adopt rules necessary to the conduct of its affairs, and in keeping with the provisions of the unified development ordinance. Meetings shall be held at the call of the chairperson and at such other times as the Board of Adjustment may determine. The chairperson, or in his absence, the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public.
- (B) The Board of Adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote indicating the fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the city planner.

(Code 1965, App. A, Art. 10(i); Ord. No. 1747, 6-29-70; Code 1991, §160.174; Ord. No. 4099, 6-16-98)

33.252 Administrative Review

The Board of Adjustment shall hear and decide appeals where it is alleged there is error or ambiguity in any order, requirement, decision, interpretation, or determination made by the city planner in the enforcement of Zoning, Chapters 160 through 164.

(Ord. No. 4099, 6-16-98)

Cross reference(s)--Appeals, Ch.155; Variances, Ch. 156.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §33.250 COMPOSITION; MEMBERSHIP OF THE BOARD OF ADJUSTMENT TO REDUCE THE NUMBER OF MEMBERS FROM SEVEN TO FIVE AND THE TERM FROM FIVE TO THREE YEARS

WHEREAS, it has been difficult to attract enough citizens to fill the current seven positions on the Board of Adjustment with its five year terms of office; and

WHEREAS, lowering the number of members to five and reducing the term of office to three years should help to ensure the necessary quorum for this important board will be achieved for each meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends §33.250 **Composition; Membership** of the Board of Adjustment by replacing “seven” with “five” for the number of members and “five” with “three” for the period of years for each member’s term, all as shown on Exhibit A attached.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

CITY CODE ARTICLE XII

33.250 Composition; Membership

The Board of Adjustment shall consist of five members with its members to be appointed by the City Council, each for a term of three years. Appointments shall be staggered. A majority of the membership of the Board of Adjustment shall constitute a quorum. Members of the Board of Adjustment may be removed from office by the City Council for cause upon written charges and after public hearing. Vacancies shall be filled by resolution of the City Council for the unexpired term of the member affected.

Tuesday, April 24, 2012

D. 4
RZN 12-4077 Halsell Road/Pratt
Place Inn Appeal
Page 1 of 32

Mr. Jesse Fulcher
Planning Division
City of Fayetteville, AR

Dear Mr. Fulcher,

We would like to appeal the decision of the Fayetteville Planning Commission at its April 23, 2012, meeting in regards to our rezoning request (RZN 12-4077). Kindly forward this request to the City Clerk and ask that this matter be put on the Fayetteville City Council agenda at the earliest possible date.

Sincerely,

Julian and Jane Archer, owners
2115 West Markham Road
Fayetteville, AR 72701
Tel. and fax 582-5443



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council
Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
From: Jesse Fulcher, Current Planner
Date: April 26, 2012
Subject: RZN 12-4077 (Halsell Road/Pratt Place Inn)

RECOMMENDATION

Planning staff recommends approval of an ordinance to rezone the subject property from C-PZD, Pratt Place Inn to RSF-4, Residential Single-family, 4 units per acre. A recommendation by the Planning Commission to forward the request to the City Council failed.

BACKGROUND

The property is zoned Commercial Planned Zoning District (CPZD) and contains approximately 2.37 acres. Staff is reviewing a property line adjustment that will create the lot configuration being rezoned. The site is undeveloped with access to Halsell Road and is within the Hillside/Hilltop Overlay District. The property is part of an approximately 72-acre property known as Pratt Place Inn located at the top of Markham Road.

The City Council rezoned the property to C-PZD in 2005 (Ord. No. 4786) to allow the property owners to operate an inn and restaurant, activities hall and parking lot for social events such as weddings and receptions. The CPZD approval also included a maximum of four residential dwelling units, three existing residences and one proposed innkeeper's residence. The Pratt Place Inn development is to the south of the property proposed for rezoning and well separated by a dense stand of mature trees. Access from this property to the Pratt Place Inn is not available.

DISCUSSION

On April 23, 2012 a recommendation by the Planning Commission to forward the rezoning request to the City Council failed by a vote of 2-6-0 (Commissioners Honchell and Noble voted yes). The applicant has appealed this decision to the City Council.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4077, FOR APPROXIMATELY 2.37 ACRES, LOCATED ON HALSELL ROAD FROM C-PZD, COMMERCIAL PLANNED ZONING DISTRICT, TO RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, SUBJECT TO THE OFFERED BILL OF ASSURANCE.

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 changes the zone classification of the following described property from C-PZD, Commercial Planned Zoning District to RSF-4, Residential Single-Family, 4 units per acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Section 3: That the zoning change is subject to the Bill of Assurance offered by the applicant and hereby accepted by the City Council of the City of Fayetteville, as shown on Exhibit "C".

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

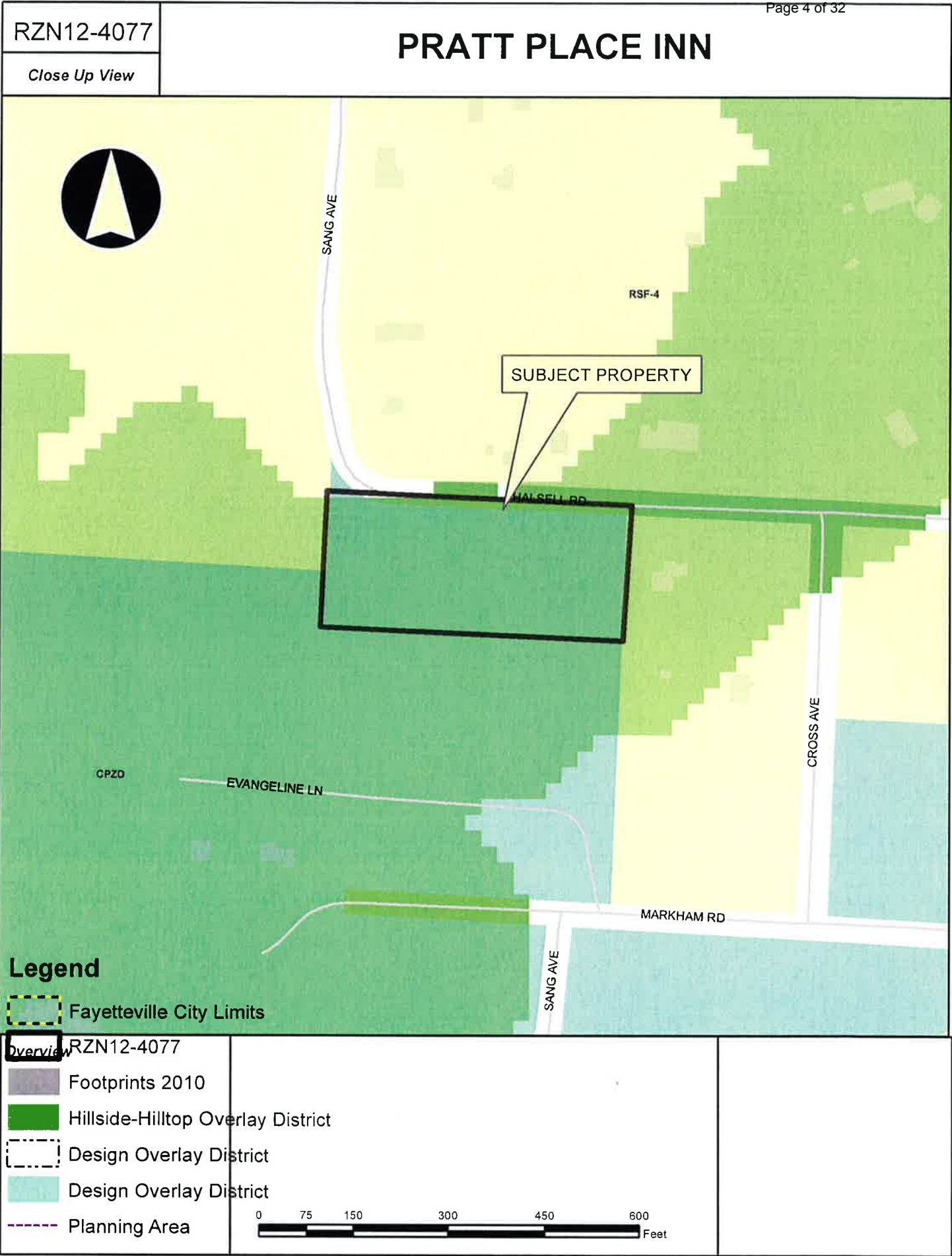


EXHIBIT "B"
RZN 12-4077

PROPERTY TO BE REZONED:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TOWIT: BEGINNING AT A POINT WHICH IS N02°47'27"E 426.73' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°47'27"E 215.00' TO AN EXISTING REBAR, THENCE S87°21'57"E 481.92' TO AN EXISTING P/K NAIL, THENCE S03°47'10"W 215.00', THENCE N87°22'16"W 478.19' TO THE POINT OF BEGINNING, CONTAINING 2.37 ACRES MORE OR LESS.

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Julian Houser, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to Four (4)
residential lots.
2. Other restrictions including number and type of structures upon the property are limited to Four (4) single family houses. One (1)
house per lot. No other structures other
than accessory units (ex. garage, dog house, pool
house, etc.) shall be allowed.
3. Specific activities will not be allowed upon petitioner's property include
Any activity not allowed in RSE-4.
4. (Any other terms or conditions) Architectural control
covenants (protective covenants) will be
placed on this property prior to title transfer
by the seller. These covenants are similar
to the ones used in The Pointe Arc subdivision.

EXHIBIT "C"

D. 4
RZN 12-4077 Halsell Road/Pratt
Place Inn Appeal
Page 7 of 32

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Julian Archer, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

May 2, 2012
Date

JULIAN ARCHER
Printed Name

2115 West Parkland Rd
Address
Fayetteville, AR
72701

Julian Archer
Signature

NOTARY OATH

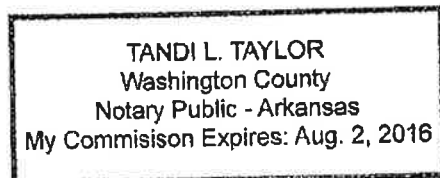
STATE OF ARKANSAS }
 }
COUNTY OF WASHINGTON }
 }.ss

And now on this the 2 day of May, ²⁰¹²~~2007~~, appeared before me, Tandi Leigh Taylor, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Tandi Taylor
NOTARY PUBLIC

My Commission Expires:

8-2-16



March 13, 2012

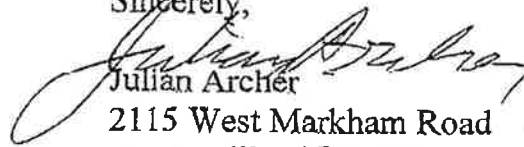
To the City of Fayetteville Development Services Department:

This note is in response to your request for a written explanation of my request for rezoning and a three lot split of a portion of Parcel # 765-14525-000. My wife, Jane, and I are the owners of this parcel which is held in the name of ArcherLLC. We have been owners since 1979 and prior to that it was owned by my mother. It was zoned R-1 until about 2006 when it was incorporated into the Pratt Place Inn PZD which includes about 70 acres. Under the existing zoning, nothing can be done with this property. Anyone familiar with Pratt Place Inn and Barn knows how much effort, time and treasure we have put into keeping Sassafras Hill (Markham Hill) looking natural. We are requesting a rezoning to R-4 of about one half of this parcel, or about 2.4 acres, so we can do a lot split of the portion of the parcel fronting on Halsell Road to the north. The split would be into three lots making each lot about .80 acres, far larger than the lots permitted under R-4 zoning.

If approved, this will create three residential lots which will carry the same protective covenants that were used in our nearby Bois d'Arc subdivision. While rezoning and the lot split will add three family homes to the neighborhood and the automobiles these three families will operate, its impact will be minimal considering the number of houses which could be built on this acreage. The house size requirements, building material choices, and setbacks will enhance the entire neighborhood in the same way that Bois d'Arc has done. And, obviously, the three houses will add to the tax revenue for the county.

As well as I can determine from city plats, there is water and sewer in Halsell Road. It seems there is an 8" sewer line and a 2" water line which becomes 8" at the point where Halsell turns north and becomes Sang. Furthermore, there are electric and phone lines along Halsell.

Sincerely,


Julian Archer
2115 West Markham Road
Fayetteville, AR 72701
Tel. and fax 479 582-5443

FILED FOR RECORD
'98 DEC 2 PM 10 05WASHINGTON CO AR
K. HARNES

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
BOIS D'ARC SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS;

These covenants of assurance are entered into by and between the parties hereto on this 25 day of NOVEMBER, 1998.

WITNESSETH;

WHEREAS, Julian P. W. Archer and Jane G. Archer are the owners of the following described real property situated in Washington County, Arkansas, to-wit:

Bois d'Arc subdivision which consists of:

Part of the SE1/4 of SW1/4 of Section 8, Township 16 North, Range 30 West, City of Fayetteville, Washington County, Arkansas, being more particularly described as follows:

Beginning at the SW corner of said section 8 thence S 86 48' 12"E 1424.99 feet to the POINT OF BEGINNING, thence N 02 50' 30" 203.12 feet, thence N 87 03' 10" W 84.02 feet, thence N 03 02' 03" 490.02 feet, thence S 87 11' 52" E 967.48 feet, thence N 02 38' 31" E 589.53 feet, thence S 87 24' 08" E 322.57 feet, thence S 02 37' 45" W 1294.53 feet, thence S 86 42' 01" E 1210.46 to the Point of Beginning; containing 24.70 acres, more or less.

and,

WHEREAS, said owners desire to establish certain bills and restrictions and covenants of assurance to assure the orderly development of the above described real property and to further assure the protection of the investment made in such property by this owner and all others who shall purchase herein.

THEREFORE, the following bills and restrictions and covenants of assurance are deemed in full force and effect, the same to run with and apply to all of the above described real property from this date forward until the same shall terminate or be modified according to the provisions herein, to wit:

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1. All lots in said subdivision shall be known and described as residential lots and no structure shall be erected on any lot other than one family, detached dwellings not to exceed two stories in height with one, two or three car garage, except by special approval of the architecture review committee or the Bois d'Arc Property Owners Association as hereinafter provided. Accessory buildings such as detached garages, garden storage buildings or workshops for carrying on a hobby may be authorized by the architecture review committee or the Bois d'Arc Property Owners Association as hereinafter provided. The owner or owners of each platted lot in the Bois d'Arc subdivision will participate on an equal share basis per platted lot in the payment of any fees or assessments as determined under the provisions of the by-laws of the Bois d'Arc Property Owners Association and as such will be treated as equal members of the Bois d'Arc Property Owners Association as hereinafter provided.

For the purpose of these protective covenants, Julian P. W. Archer or his successors in title or his assigns, shall be the subdivider and developer.

2. Utility easements are reserved over the lots in those widths as shown on the recorded plat, and such easements are for utility use only, the ownership of the same remaining in the lot owner.

3. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, it being the express understanding that the subdivision is for residential purposes only. Any home-based business requires the prior approval of the Board of Directors

4. No building on lots 1-14 and on lot 19 shall be erected nearer than 70 feet to the street right-of-way line and on lots 15-18 no building shall be erected nearer than 40 feet to the street right-of way. For all lots in this subdivision no building shall be erected nearer than 40 feet to any side lot line, nor nearer than 40 feet to the rear lot line. However, any and all setback requirements may be reduced or otherwise modified, but not increased, if expressly permitted in writing by the architecture review committee. The reductions or modifications cannot, of course, fall below the setbacks required by the City of Fayetteville.

5. No residential lot shall be re-subdivided into smaller lots, but part of a lot may be sold in connection with and incorporated into an adjacent full lot unless such sale violates any applicable City of Fayetteville or Washington County ordinance.

6. No trailer, basement, tent, shack, garage, barn or other building shall be erected in the subdivision to be used as a

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temporary dwelling, nor shall any residence of any temporary character be permitted. Basements and garages may be built only as a part of a permanent residence. No prefabricated modular houses shall be built on any lot without the written approval of the architecture review committee. This shall not preclude or prevent the erection of temporary construction facilities on said lot by the subdivider, lot owners, or builders during construction phases.

7. No structure shall be moved onto any lot to be utilized as a residence. No building shall be erected or altered on any lot until the design, plans, materials, colors, elevations, and location thereof have been approved in writing by the architecture review committee. All residences and accessory buildings must have exterior walls and surfaces of natural materials such as stone, brick or stained wood to maintain the bucolic nature of Bois d'Arc. In the event the architecture review committee fails to approve or disapprove a proposed design within thirty (30) days after a request for such approval is received in writing (if sent through the mail, the request must be sent certified mail) by the chairperson of the architectural review committee, then such approval will not be required, providing the design, size, and location on the lot conforms to these regulations and is in harmony with the existing structures already in the subdivision. In any case, either with or without the approval of the architecture review committee, the heated floor area of any residence must meet the following minimum requirements, to-wit: A minimum square footage of 2,500 square feet. The foregoing minimum is exclusive of carports and storage spaces or garages, basements, attics, porches, patios and decks. Exceptions to the foregoing minimum square feet of living area may be specifically granted by the architectural review committee for specially designed residences, provided that the design and quality of the structure would be in harmony with the general character of other homes in the subdivision, or not be detrimental to the future development of said development. The architectural review committee shall, after approval of site preparation and construction plans and design, establish a maximum time between the first land clearing and completion of the dwelling.

8. If garages are attached garages, the entrances must be on the side or the rear of the house so that the garage bay does not open onto the street. Detached garages are permitted, but they must be situated so that the open garage bay is not easily visible from the street.

9. Mailboxes of a style and color designated by the architecture review committee will be installed at the lot owner's expense. They

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will consist of a cast metal post with coordinated mailbox attached and painted a uniform color determined by the architectural review committee. A house number of a style determined by the architecture review committee will be attached to this post as well.

10. No radio or television antennas of any kind and no large satellite dishes shall be erected, allowed to exist, or be maintained within the development.

11. No signs, with the exception of the subdivision identification signs, shall be displayed on any lot. However, one sign of not more than five square feet advertising a lot owner's property for sale or rent, or any signs used by the subdividers or builder to advertise the property during the construction and sales period, will be permitted. All signs shall comply with the Fayetteville Sign Ordinance, Chapter 174 of the Fayetteville Code of Ordinances or other applicable city, county, or state ordinance or regulation, or any amendment thereto.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets not to exceed eight in number may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot must be maintained by its owner(s) and kept in a clean condition. Household composting of plant material is allowed as long as said composting does not create or constitute a public nuisance.

14. No fence of a solid nature, other than dense evergreen shrubs or trees and/or native stone, which would block the view from the street of any residence or have an unsightly appearance is to be erected in the subdivision, with the exception of temporary fences by the subdivider during the construction phase. No chain link or other metal fences (except ornamental or wrought iron) may be erected. A wooden lattice fence may be erected in the rear yard of a residence, but its style and placement must be presented to and approved by the architecture review committee prior to construction.

15. No permanent or seasonal parking of trailers, camping vehicles, mobile homes, or boats shall be allowed on the road right-of ways in the Bois d'Arc subdivision. If a trailer, camping vehicle, mobile home, or boat is parked on a seasonal or permanent basis on a

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lot or private road it must be screened by dense evergreen shrubs or trees that will grow to at least eight feet in height.

16. The owner or owners of each platted lot will participate on an equal share basis per platted lot in the cost of care and maintenance of the common areas, the streetlight fixtures, traffic separation islands, entranceways, the stone and wrought iron wall, as well as landscaping, water, and electricity for the above, and to carry out such projects for Bois d'Arc as the Board of Directors deems necessary. See Exhibit "A" for the agreement between the City of Fayetteville and the Bois d'Arc Property Owners Association concerning their respective responsibilities for streetlights.

17. Any desired clearing or cutting operation, other than removal of underbrush, dead trees, and live trees less than four (4) inches in diameter measured five (5) feet off the ground, will require advance written approval by the architecture review committee. If a tree is cut without approval, the property owner will be fined \$100 which will be paid to the treasurer of the Bois d'Arc Property Owners Association.

18. Each lot owner shall, throughout construction and thereafter, provide for adequate drainage of surface waters across his property. Under no circumstances may such surface waters be diverted in a manner as to cause the same to be directed across the lands of another either inside or outside the subdivision and thus constitute a nuisance. This provision does not apply to the natural streams which flow in or across the subdivision and which the developers have left open in as natural a condition as possible. These stream beds shall be maintained by the lot owner so as to allow the stream to follow its existing natural course. Furthermore, these stream beds shall be maintained in such a manner that they do not become clogged in heavy rains and overflow their banks and run onto adjacent lots.

19. Each property owner shall be further responsible for adjusting the drainage of surface waters across his lot in such a manner as to prevent such drainage from blocking or interfering with the road right-of-ways platted in the development.

20. Building restrictions shall be strictly regulated and deviations permitted for only the most compelling reasons. An architecture review committee shall be appointed by the subdivider or the subdivider shall act in the capacity of such a committee. This committee shall have the responsibility of reviewing all prospective construction, including the matters mentioned herein above, to assure conformity with the land and woodland concept as well as minimal interference with other lots in the addition. No particular

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construction shall be required by the committee. The architecture review committee shall also have the responsibility of monitoring the actual construction and site development to assure adherence to the approved plans. Later, the architecture review committee shall be appointed by the property owners association once that association is operative and when residences have been constructed on all the lots in this subdivision or when all lot owners in Bois d'Arc have constructed residences therein. This latter provision is to take into account the a situation where lot owners have purchased one or more adjacent lots with the intention of building on only one of them.

21. Nothing in these covenants shall be deemed to restrict the rights of the subdivider or the property owners association within said development to establish and enforce other rules, regulations, and covenants governing the operation, ownership, and maintenance of said development. In no event, however, shall said rules and regulations so promulgated have any force and effect if the same shall conflict with these covenants of assurance, and to the extent that such rules and regulations shall conflict with these covenants of assurance, said rules and regulations shall be null, void, and of no effect whatsoever. Invalidetion of any one of these covenants, conditions, or restrictions, or any part thereof, by order or judgment in any court shall in no way affect any of the other provisions which shall remain in full force and effect.

22. These covenants and restrictions are to run with the land, and shall be binding upon the subdivider and/or developer, his successors and assigns for a period of fifty (50) years from the date hereof. At any time within six (6) months from the expiration period, a 3/4 majority of the lot owners may express their intention in writing, drafted so as to be recorded with the registrar of deeds, that they no longer wish for said covenants of assurance to remain in full force and effect, and the same shall therefore be terminated as of the expiration date. In the event that no such action is taken, then these covenants shall continue for an additional period of five years, and may then be terminated in accordance with the terms set forth for the original termination. It is further provided that, should a two-thirds (2/3) majority of lot owners at any time wish to amend these covenants of assurance, either by adding to or taking from the present form, the same shall be incorporated into a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof.

23. If any of the parties hereto, or their successors in title, or their heirs or assigns shall violate or attempt to violate any of

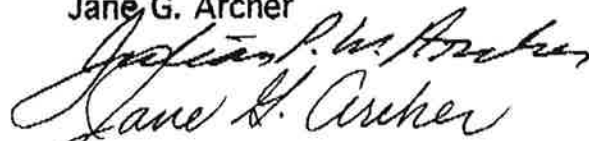
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these covenants or restrictions as herein above set forth, prior to the expiration or termination of these covenants of assurance, both in the original term and continuations thereof, then it shall be lawful and authorized for any person or persons, either as a class or singularly, who own any lot in this subdivision, or any portion thereof, to prosecute any proceedings at law or in equity against the person or persons so violating, or attempting to violate, any such covenant or restriction, and thereby either prevent said violation, or recover damages or other penalties for such violation including attorney's fees and court costs and, further, to utilize any and all other remedies at law which may now exist or which may hereafter apply.

24. All owners of property described herein above shall belong to the association known as the Bois d'Arc Property Owners Association, which association shall be duly created pursuant to the laws of the State of Arkansas. That association shall be governed by a Board of Directors consisting of persons owning property within the Bois d'Arc Subdivision and elected to office by the property owners herein and shall be managed according to the by-laws and the rules and regulations promulgated thereunder. The authority of the Board of Directors in the enforcement of these covenants of assurance and in the enforcement of the rules and regulations of said association shall be absolute, and all owners consent to said enforcement by their purchase of real property and dwellings hereunder. Among its other powers, said Board of Directors shall have the authority to make special and/or annual assessments against the real property and dwellings of the owners in order to obtain the means required to maintain the common areas and to carry out such projects for Bois d'Arc as the Board of Directors deems necessary. Such assessments will be made on a per platted lot basis with one share per lot. Said assessments when made shall constitute a valid lien on the real property benefited thereby to the extent of said assessment, and if not paid when due, the real property shall be subject to foreclosure.

WITNESS our hands and seals on this 25 day
of NOVEMBER, 1998.

By: Julian P. W. Archer and
Jane G. Archer



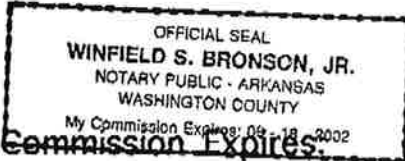
ACKNOWLEDGMENT

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STATE OF ARKANSAS
COUNTY OF WASHINGTON

Now on this 25 day of NOVEMBER, 1998, personally appeared before me, a Notary Public, within and for the State and County aforesaid, duly commissioned and acting, Julian P. W. Archer and Jane G. Archer stated that they had executed the above and foregoing instrument for the purposes therein contained

WITNESS my hand and official seal on the day first herein above written.



My ~~Commission Expires~~

Winfield S. Bronson, Jr.
Notary Public

Filed for Record:

Recorded in:

98105337

Real Estate Contract (Lots and Acreage)

Page 9 of 11



Form Serial Number: 072245-000133-1152934

20. OTHER:***Buyer and Seller hereby agree to the following:***

- 1. Seller shall apply for (3) lots to be created on the property. Lot split to be approved on the property by Governing bodies. Buyer and seller to mutually agree on Covenants and deed.***
- 2. Seller shall record protective covenants and restrictions on the property similar to those attached as "Bois D'Arc Subdivision". Buyer and Seller to mutually agree on covenants. The Sellers shall retain the POA architectural design committee rights to approve houses as per covenants.***
- 3. The Buyer shall have the right to build homes with a 15 feet rear lot line set back. Seller agrees to such give Buyers this variance.***
- 4. Seller agrees to give Buyers an additional 15 more feet of property as located on the South or rear side. This shall be included in final survey with acreage description and shall be deeded to Buyer at closing.***
- 5. Buyer agrees to close on this property within 5 business days following full governmental approval of the lot split.***
- 6. Buyer agrees to incur any costs required by governing bodies on lot split such as sidewalk.***

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- ☒ A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- ☐ B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money (if any) returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.



PC Meeting of April 23, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~April 19, 2012~~ Updated April 26, 2012

RZN 12-4077: Rezone (HALSELL ROAD/PRATT PLACE INN, 481): Submitted by BATES AND ASSOCIATES for property located on HALSELL ROAD. The property is zoned C-PZD, COMMERCIAL PLANNED ZONING DISTRICT (PRATT PLACE INN) and contains approximately 2.37 acres. The request is to rezone a portion of the Pratt Place Inn property to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE. Planner: Jesse Fulcher

BACKGROUND:

Property Description: The property is zoned Commercial Planned Zoning District (CPZD) and contains approximately 2.37 acres. Staff is reviewing a property line adjustment that will create the lot configuration being rezoned. The site is undeveloped with access to Halsell Road and is within the Hillside/Hilltop Overlay District. The property is part of an approximately 72-acre property known as Pratt Place Inn located at the top of Markham Road.

The City Council rezoned the property to C-PZD in 2005 (Ord. No. 4786) to allow the property owners to operate an inn and restaurant, activities hall and parking lot for social events such as weddings and receptions. The CPZD approval also included a maximum of four residential dwelling units, three existing residences and one proposed innkeeper's residence. Surrounding land use is listed in Table 1.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single family residential	RSF-4, Residential Single-Family
South	Undeveloped	C-PZD Pratt Place
East	Single family residential	RSF-4, Residential Single-Family
West	Undeveloped/Pratt Place parking	C-PZD Pratt Place

Proposal: The request is to rezone 2.37 acres of the property from C-PZD to RSF- 4, Residential Single Family Four Units per Acre. This will allow the applicant to split and develop single-family homes on the property, currently prohibited by the Planned Zoning District zoning.

Public Comment: Staff has received questions from a property owner in the area.

RECOMMENDATION:

Staff recommends forwarding RZN 12-4077 to the City Council with a recommendation for approval based on findings stated herein.

PLANNING COMMISSION ACTION:

Date: April 23, 2012 ☐ Tabled ☐ Forwarded ☒ Denied

Motion: Cabe

Second: Noble

Vote: 2-6-0 (Motion to forward failed)

Note:

CITY COUNCIL ACTION:

☐ Approved ☐ Denied

Date: May 15, 2012

INFRASTRUCTURE:

Streets: The site has access to Halsell Road. Halsell Road is an unimproved two lane residential city street. Street improvements will be evaluated at the time of development.

Water: Public water is available to the property. The 8" water main at the northwest corner switches to a 2" line along the north side of the property. Public water main improvements will need to be extended through the property to provide domestic and fire flow for any proposed development

Sewer: Sanitary sewer is available to the site. There is an 8" main at the northeast corner of the site. Public sewer main improvements may need to be extended through the property at the time of development.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain and the

Streamside Protection Zones

Police: The Fayetteville Police Department has not expressed concerns with this request.

Fire: The Fayetteville Fire Department has not expressed concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates a majority of this site as **Rural Residential Area**. These areas recognize existing low-density, large lot residential development, but are identified to encourage the conservation and preservation of woodlands, grasslands and agricultural lands that are sparsely settled.*

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Staff finds the proposal for low-density residential development to be consistent with the rural residential land use designation. Generally, this designation is limited to outlying properties that lack adequate street and water infrastructure or public services such as police and fire. However, there are a few properties closer to the center of the city where low density development is encouraged to preserve woodlands, grasslands or agricultural lands, despite having adequate public infrastructure to support higher density development. This piece of the “Markham Hill” property is heavily wooded and located in the Hillside/Hilltop Overlay District, restricting development potential. However, it is in a residential setting along Halsell Road that supports a standard subdivision development pattern.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The current zoning of the property, C-PZD, prohibits any future development on the approximately 72-acre property. The proposed rezoning will allow a 2.37 acre section along Halsell Road to be developed for single-family homes.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The property is currently undeveloped, so any new development will increase traffic on surrounding streets. However, the size of the site and density will limit the number of houses and corresponding traffic, such that there won't be an increase in traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: As noted in Finding #3, the size of the property and density limits the development potential of the site, and in staff's opinion, future development will not undesirably increase the load on public services. Comments from the Engineering and Police Departments are included.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. (Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10)

Date 4/3/12

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for comments on the proposed RZN 12-4077 (Halsell Road / Pratt Place Inn, 481) submitted by Bates and Associates for property located on Halsell Road.

It is the opinion of the Fayetteville Police Department that this RZN will not substantially alter the population density, and will not create an appreciable or undesirable increase in the load on police services. This RZN will create an increase in traffic danger and congestion on the narrow two lane residential streets in the area. There are no sidewalks on the north or south side of the roadway in the planned area. A sidewalk is needed for pedestrians due to the increased automobile traffic from this RZN.

Sincerely,

Captain William Brown
Fayetteville Police Department



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr./ Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350
www.nwabatesinc.com

To Whom It May Concern:

Our client, Julian Archer is proposing a Property Line Adjustment within the City of Fayetteville. The subject properties are located on Halsell and Markham Roads and contain approximately 7.81 total acres. Our client would like to adjust the parcels in a way to create a 2.37 acre parcel along Halsell road for rezoning and future development. The current zoning for the property is CPZD. We have previously submitted a Rezoning application to Rezone the 2.37 acre parcel to RSF-4. If you have any questions please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Derrick Thomas PLS'. The signature is fluid and cursive, with a large 'D' and 'T'.

Derrick Thomas PLS



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr./ Fayetteville, AR 72703
PH: 479-442-9350 * FAX: 479-521-9350
www.nwabatesinc.com

3/14/2012

RE: JULIAN ARCHER REZONE- PART OF PARCEL #765-14525-000

PROPERTY TO BE REZONED:

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°47'27"E 426.73' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°47'27"E 215.00' TO AN EXISTING REBAR, THENCE S87°21'57"E 481.92' TO AN EXISTING P/K NAIL, THENCE S03°47'10"W 215.00', THENCE N87°22'16"W 478.19' TO THE POINT OF BEGINNING, CONTAINING 2.37 ACRES MORE OR LESS.



THE COLLEGE OF MANAGEMENT



Subject Property

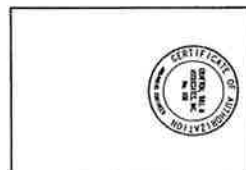
200 100 0 200
SCALE 1" = 200'
AUGUST 2, 2005

Drawn by
TIF
Checked by
L. WALSH
3

MASTERSHIP
PLAN
OVERLAY

PRATT PLACE INN
MIXED USE DEVELOPMENT
FAYETTEVILLE, ARKANSAS

Crafton, Tull & Associates, Inc.
901 N. 47th Street, Suite 200, Rogers, AR 72716
479.638.4836 FAX: 479.631.8224 www.craftontull.com
Architects, Engineers & Surveyors



Planning Area 2 & 3

Permitted Use	Conditional Use	Type of Use
Unit 1		City-wide uses by right
	Unit 4	Cultural & Recreational facilities
Unit 6		Agriculture

(B) Density/Intensity

Planning Area	Density (dwelling units)	Intensity (square feet nonresidential)
1	 Maximum 4 dwelling units Oak Cabin (existing) 2248 W. Markham Tower House (existing) 109 N. Sang Innkeeper House (proposed) 2230 W. Markham Archer Log House (existing) 2115 W. Markham Inn, maximum 4 new rental cabins do not count toward density, as these are not to be utilized as residences	Maximum 33,340 SF Inn: 18,900 SF (proposed) Barn: 6,300 SF (existing) Two-stall barn: 340 SF English Cottage (existing): 1,800 SF Max. 4 cabins: 6,000 SF (1500 SF each proposed, with removal of existing cabins)
2	No dwelling units permitted	Any structure size permitted to be determined by Conditional Use Permit, if requested (Planning Commission)
3	No dwelling units permitted	Any structure size permitted to be determined by Conditional Use Permit, if requested (Planning Commission)

(C) Bulk and area regulations.

Planning Area	Lot width minimum	Lot area minimum	Land area per dwelling unit
1	200 feet (frontage onto a public street)	1 acres	1 acre
2	N/A	3.57 acres	No dwellings permitted
3	N/A	4.18 acres	No dwellings permitted

(D) Setback requirements.

Planning Area	Front	Side	Rear
1	50 feet	10 feet	20 feet
2	50 feet	10 feet	20 feet
3	50 feet	10 feet	20 feet

(E) Height. Maximum height for all structures.

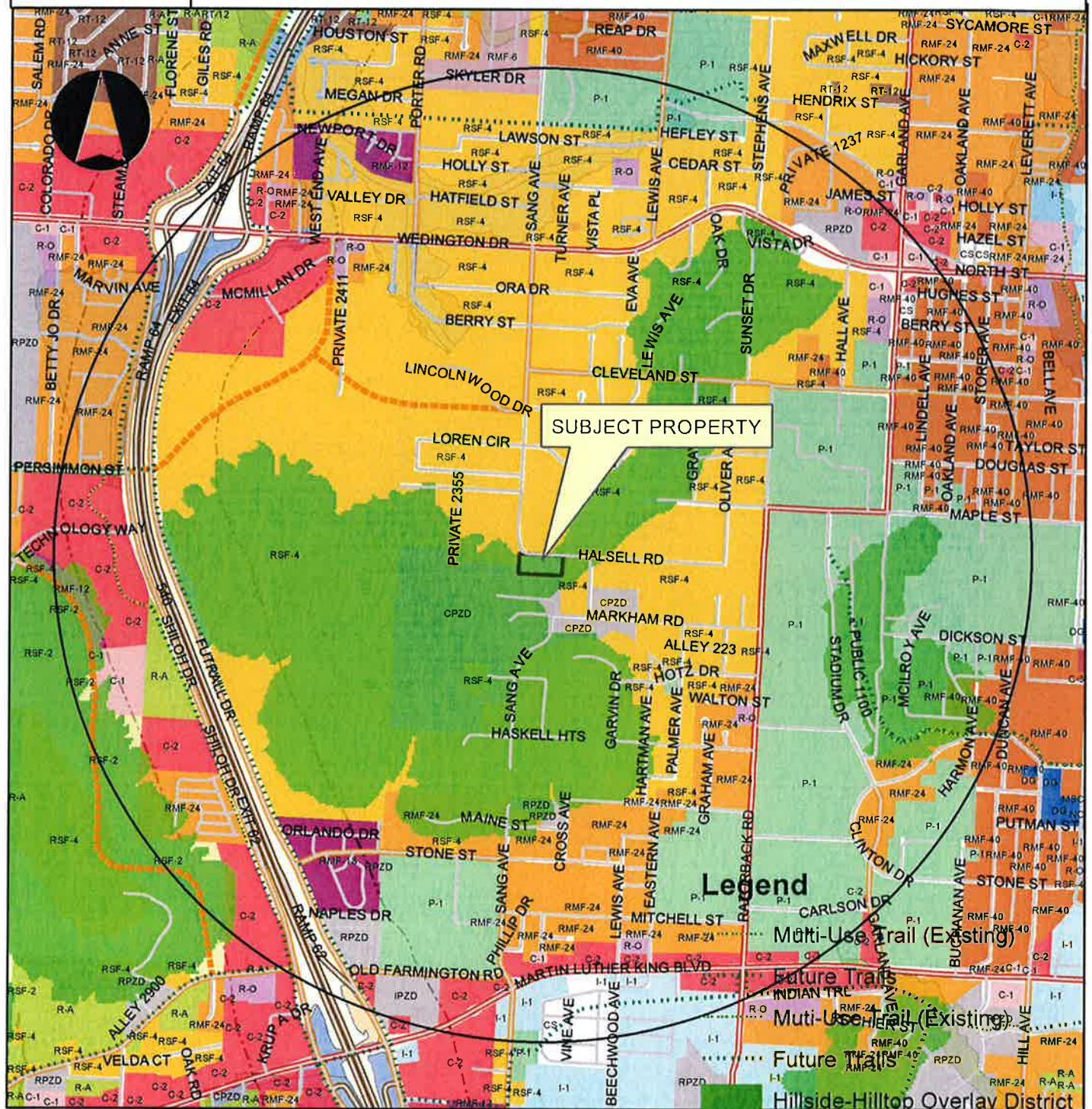
Planning Area	
1	60 feet
2	50 feet
3	50 feet

(F) Building area. In any Planning Area the area occupied by all buildings shall not exceed 25% of the total lot area.

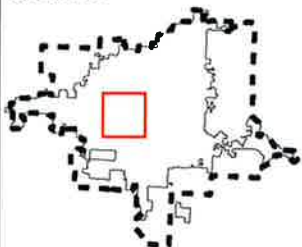
RZN12-4077

HALSELL ROAD/PRATT PLACE INN

One Mile View



Overview



Legend

Subject Property

RZN12-4077

Boundary



RZN12-4077



Design Overlay District



Planning Area



Fayetteville

0

0.25

0.5

1

Miles

RZN12-4077

Close Up View

PRATT PLACE INN



SANG AVE

RSF-4

SUBJECT PROPERTY

HALSELL RD

CROSS AVE

CPZD

EVANGELINE LN

MARKHAM RD

SANG AVE

Legend

Fayetteville City Limits

Overview RZN12-4077

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

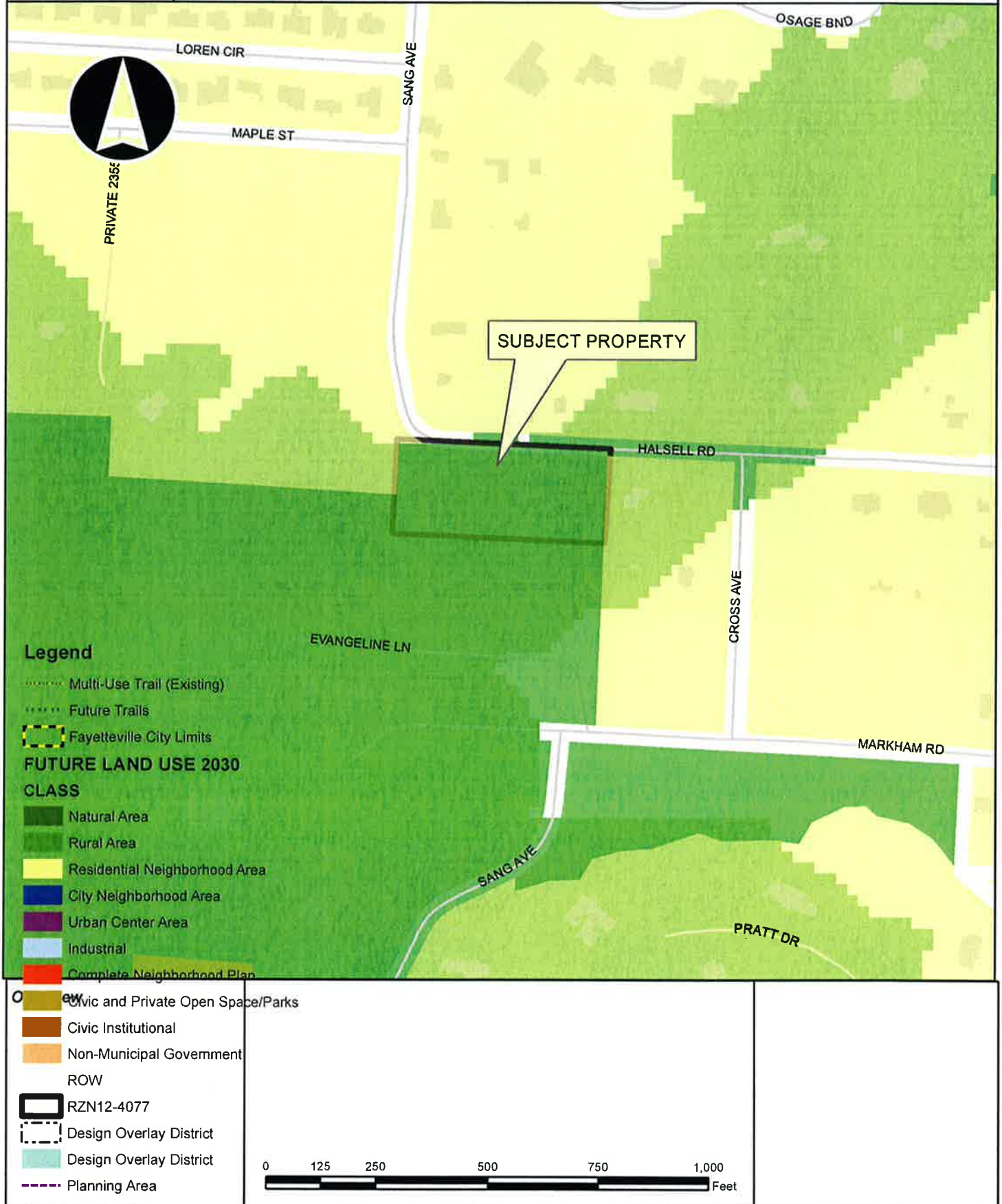
Planning Area



RZN12-4077

Future Land Use

HALSELL ROAD/PRATT PLACE INN



AGENDA REQUEST

D. 5
Windstream Communications, Inc.
Page 1 of 12

FOR: COUNCIL MEETING OF MAY 15, 2012

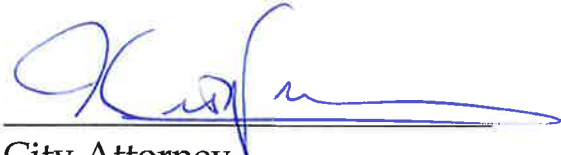
FROM:

KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Approve The Telecommunications Franchise Application Of Windstream Communications, Inc. And To Approve The Non-Exclusive Telecommunications Franchise Agreement With Windstream Communications, Inc.

APPROVED FOR AGENDA:



City Attorney

5-2-2012

Date



Chief of Staff

5-2-12

Date



Mayor

5/2/12

Date

05-02-12P01:34 RCVD





Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Chris Brown, City Engineer
Terry Gulley, Transportation Services Director

FROM: Kit Williams, City Attorney

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

DATE: May 3, 2012

RE: Telecommunications Agreement with Windstream Communications, Inc.

Windstream Communications, Inc. needs to obtain a Telecommunications Franchise Agreement in order to provide fiber optic telecommunication services to the University of Arkansas Medical Sciences institution in Fayetteville. This provision of new broadband services in Arkansas for UAMS is funded by a \$102 million grant from the National Telecommunication Information Administration of the Department of Commerce to support a \$128 million broadband infrastructure that will serve community institutions across Arkansas. Windstream will also provide some retail telecommunications services to businesses or persons in Fayetteville for which it should be assessed the same 4% franchise fee paid by AT&T and the Prairie Grove Telephone Company.

The proposed Non-Exclusive Telecommunications Franchise Agreement is authorized by §110.02 **Telecommunication Franchises** of the Fayetteville Code which you passed a year ago. Representatives of Windstream Communications, Inc. should be at your City Council meeting and probably also at your Agenda Session to explain their proposed project and their request for a Franchise Agreement.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE TELECOMMUNICATIONS FRANCHISE APPLICATION OF WINDSTREAM COMMUNICATIONS, INC. AND TO APPROVE THE NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH WINDSTREAM COMMUNICATIONS, INC.

WHEREAS, the City Council enacted §110.02 **Telecommunication Franchises** a year ago to accommodate the entry into Fayetteville of telecommunication companies to serve our citizens, businesses, and/or institutions; and

WHEREAS, Windstream Communications, Inc. desires to serve the University of Arkansas Medical Science institution from the University of Arkansas Research and Technology Park's hub site with fiber optic connections to many other Arkansas institutions for distance learning medical consultation, etc. funded by a grant from the National Telecommunications Information Administration; and

WHEREAS, Windstream Communications, Inc. also wishes to serve retail consumers of telecommunication services within Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the application of Windstream Communications, Inc. to provide telecommunications services within Fayetteville and approves the Non-Exclusive Telecommunications Franchise Agreement with Windstream Communications, Inc. authorizing its use of the City's rights-of-way and public utility easements for the stated franchise fee.

PASSED and APPROVED this 15th day of May, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**NON-EXCLUSIVE
TELECOMMUNICATIONS
FRANCHISE AGREEMENT**

This Agreement is entered into this 15th day of May, 2012, between the City of Fayetteville, AR, a municipal corporation duly organized pursuant to the laws of the State of Arkansas, and Windstream Communications, Inc. a corporation authorized to do business in the State of Arkansas.

WITNESSETH

WHEREAS, Fayetteville recognizes that fiber optic telecommunications services for the purpose of providing information services is essential to the creation and maintenance of an information network within the City of Fayetteville that can connect to the information superhighway; and

WHEREAS, Windstream Communications has requested a franchise to use public rights-of-way, which may include streets, alleys, sidewalks and public utility easements available for telecommunications purposes that belong to or are controlled by the City or which are held in trust for the public by the City, hereinafter referred to as the "public rights-of-way," to install conduit, aerial or other cased fiber optic facilities which may be used by Windstream Communications to offer services to UAMS and to the general public within the City; and

WHEREAS, the parties agree that these information services are a telecommunications service and, therefore, a utility for which a written franchise agreement may be entered pursuant to Ark. Code Ann. §14-200-101 pursuant to the rights of the City to control the subject public rights-of-way in accordance with §110.02 **Telecommunication Franchises** of the Fayetteville Code; and

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS SET FORTH BELOW, THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

Section 1: (a) Subject to the provision of this Agreement and §110.02 of the Fayetteville Code, a non-exclusive Telecommunications Franchise is hereby granted to Windstream Communications, Inc. for the placement and maintenance of buried and aerial fiber optic communications cable in the public rights-of-way at the locations

specified in Exhibit "A" attached hereto to service an institution and elsewhere in Fayetteville to serve other customers.

(b) It is agreed by the parties that this franchise shall have a limited term commencing May 15, 2012 and shall expire on May 14, 2032, unless the Agreement is renewed by written agreement of the parties at least 120 days prior to the end of the primary term, or unless the Franchise is earlier terminated by abandonment or due to breach by Windstream Communications.

(c) The failure of Windstream Communication to meet any of the terms of this Agreement shall, after ninety (90) days notice and opportunity to cure, constitute cause for termination of this franchise by the City. Any termination will be declared in writing by the Mayor of the City of Fayetteville and shall be subject to due process review by the Fayetteville City Council.

(d) This franchise is non-exclusive and nothing in this Agreement shall limit or otherwise impact the right of the City to enter into other franchise agreement with other parties.

(e) All references to the City Engineer shall be deemed to refer to the City Engineer or the employees of the City designated by the City Engineer.

Section 2: (a) All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the fiber optic communications cable shall be performed by Windstream Communications in a manner and using material in accordance with City standards as determined by the City Engineer. Windstream Communications shall bore streets whenever possible. Where street cuts are unavoidable, as determined by the City Engineer, they shall be approved by the City Engineer and performed in accordance with the City's Unified Development Code.

(b) Any construction project, including initial installation pursuant to this franchise, will be completed by Windstream Communications within ninety (90) day from the date of commencement (if any City permit is necessary, the date of the permit shall be the "date of commencement"), provided the City Engineer may allow reasonable extension due to unexpected weather, acts of God or other reasonable circumstances that in the sole discretion of the City Engineer justify an extension of the project target completion date. Failure to complete the project by the completion date will result in the assessment of liquidated damages in an amount determined in writing by the City Engineer at the time the City issues any permit or authorizations for the construction project (or the sum of \$100.00 per day if other sum is not so established).

Section 3: The City Shall have no responsibility for the maintenance of the said buried or aerial fiber optic communications cable. If the same is damaged so as to be

inoperable in any manner, it shall be removed by Windstream Communications at Windstream Communications' sole cost and expense and in a manner meeting with the approval of the City Engineer. The City Engineer may allow abandonment rather than removal if removal would cause undue hardship to Windstream Communications and is not necessary for the public good.

Section 4: Windstream Communications shall hold the City harmless from and indemnify the City from all expenses, losses, costs, causes of action and judgments, including legal fees and expenses arising from the placement, maintenance operation, repair and removal of said fiber optic communication cable.

Section 5: Windstream Communications shall be a member of and shall conform to the requirements of the Arkansas One Call system for all purposes including field locations of utilities prior to placement of the fiber optic communication cable and any maintenance or repair work thereto.

Section 6: Windstream Communications shall place a \$25,000.00 performance bond with the City to cover the cost of repairs or other incidental costs to the City associated with service interruption to the City's utility facilities resulting from the installation of the initial fiber optic communications cable by Windstream Communications. A similar bond shall be required for subsequent construction projects utilizing the subject public rights-of-way.

Section 7: Windstream Communications shall procure and maintain in effect the following insurance policies in amounts determined appropriate by the City Engineer at the time of issuance of permits or authorizations for construction activities: Commercial General Liability Insurance, Automobile Liability Insurance, and Workers Compensation Insurance.

Section 8: The franchise fee for the fiber optic cable providing broadband service to the institution as shown on Exhibit A is \$3,360.00 per year to be paid monthly on the first day of each month in the amount of \$280.00. This amount shall be reviewed by the City every five years and can be adjusted not to exceed the CPI inflation for that five year period. The Franchise Fee for all retail telecommunication services is set at **four percent (4%)** of Windstream Communications, Inc.'s Gross Revenues received for its services within Fayetteville during the preceding month pursuant to State law, and §110.02 (G) of the Fayetteville Code. Windstream Communications, Inc. as the franchisee may, to the extent allowed by law, bill its subscribers within the corporate limits of the City the franchise fee and reflect such charge on its invoices to subscribers within the corporate limits of the City.

Section 9: Windstream Communications shall, at its expense, protect, support, temporarily disconnect, relocate or remove from the subject public rights-of-way any

property of Windstream Communications when required at the sole discretion of the City by reason of the installation or construction of any type of structures or improvements by the City within its police powers or by reason of traffic conditions, public safety, street vacation, freeway and street construction, a change or establishment of street grade, installation or construction of sewers, drains or water pipes. In such case Windstream Communications shall have the right of abandonment of its property, subject to prior written approval of the City Engineer. If federal or state funds are available at no expense to the City (including actual cost or the cost of a pro-rata obligation of the City where a project is funded partially by the State or federal funds and partially by the City funds) for the purpose of defraying the costs of any utility company of any of the foregoing, such funds shall also be made available to Windstream Communications if the federal or state regulations permit.

Section 10: Neither the City nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to Windstream Communications, Inc. as a result of any disruption or damage to Windstream Communications' network that occurs as a result of, or in connection with, any breaking through, movement, removal, alteration, or relocation of any part of the network by or on behalf of or the City in connection with construction, relocations, improvement to or alteration of any city structure built pursuant to its police powers or to any city sidewalk, trail, water main, sewer main, street or utility facility. The City shall reasonably attempt to avoid any damage to Windstream Communications' network and shall, except in any emergency situation, provide reasonable notice to Windstream Communications so as to allow Windstream Communications to protect its network.

Section 11: Any notice of communications required in the administration of this Agreement shall be sent by first class mail and shall be addressed as follows:

City of Fayetteville
Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701

Notice shall also be sent by e-mail to mayor@ci.fayetteville.ar.us and to cityattorney@ci.fayetteville.ar.us.

Notice to Windstream Communications in regards to Engineering will be sent to:

Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212
ATTN: Mike Skudin
V.P. Planning & Engineering

Notice to Windstream in regard to invoices, payment of fees and all other subjects to:

Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212
ATTN: Vicki Anger, Staff Manager, Tax Accounting

Notice shall also be sent by e-mail to Bruce.Hurlbut@Windstream.com. and to Vicki.Anger@Windstream.com

or to such other address as Windstream Communications and the City of Fayetteville may, in writing, designate from time to time, provided that notice is accomplished by delivery to only one designated person for the City or Windstream Communications, Inc.

WHEREUPON, the City and Windstream Communications, Inc., acting through their duly authorized officers and pursuant to appropriate authority granted by their respective City Council or Board of Directors, do hereby execute this Franchise Agreement.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**WINDSTREAM
COMMUNICATIONS, INC.**

By: _____
LIONELD JORDAN
Mayor

By: 
BILL BELLANDO
Vice President Networks Engineering

Date: _____

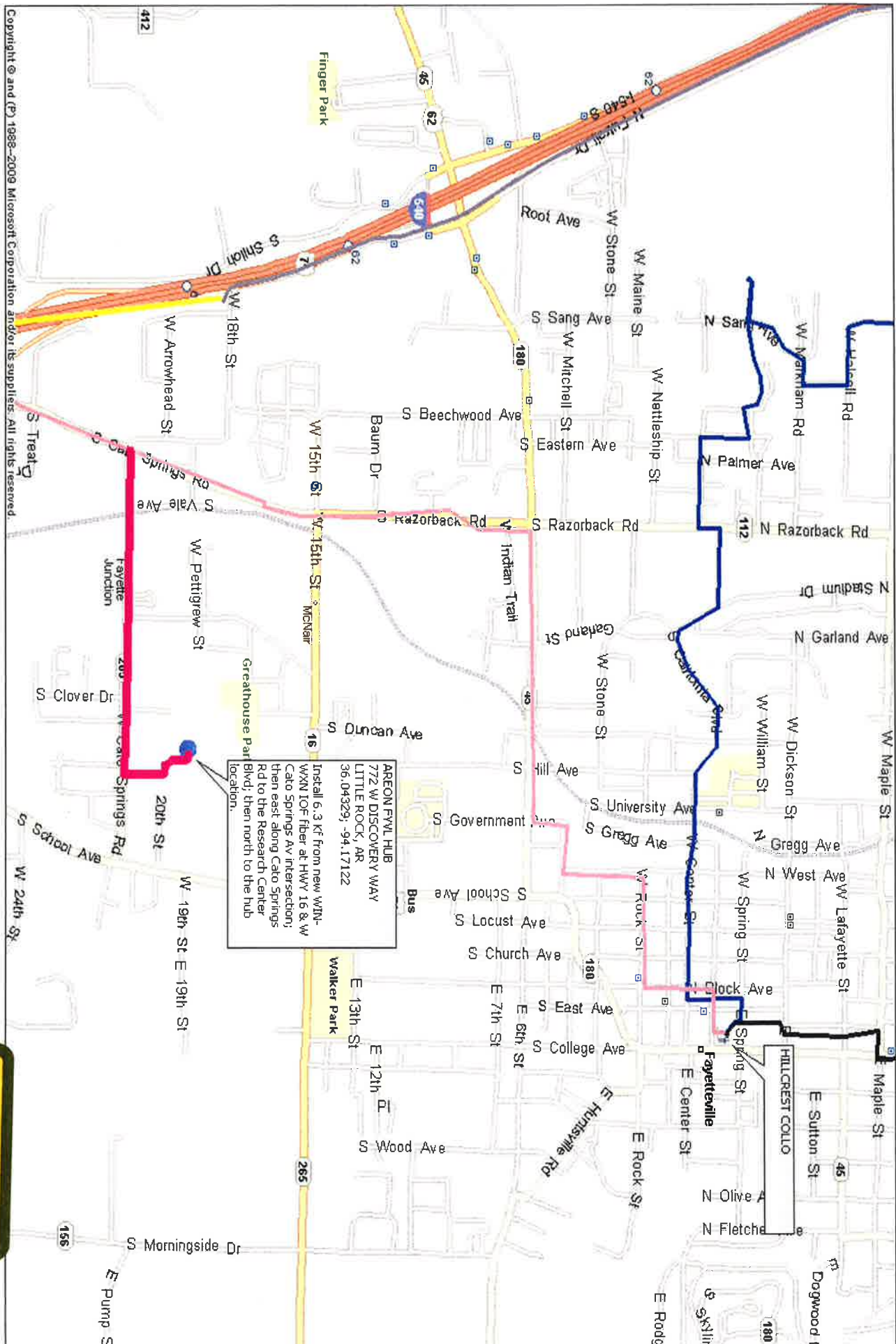
Date: May 2, 2012

Attest:

Witness:

By: _____
Sondra E. Smith, City Clerk

By: 
Name and Title Regulatory Council





The University of Arkansas for Medical Sciences (UAMS) was awarded \$102 million by the National Telecommunications Information Administration (NTIA) in the Department of Commerce to support a \$128-million broadband infrastructure that will serve community institutions across Arkansas.

The UAMS Center for Distance Health will expand, integrate, and enhance the capabilities of two major existing community-serving networks: the *Arkansas Tele-health Network* as overseen by Arkansas Telehealth Oversight and Management (ATOM), and the *Arkansas Research and Education Optical Network* (ARE-ON). The Arkansas e-Link initiative will touch every county in Arkansas through its extensive partnership of healthcare, higher education, public safety, and research organizations that are united in their needs for improved bandwidth and broadband-enabled equipment to better serve their communities.

More than 470 Arkansas locations will use increased bandwidth and new equipment to offer new and enhanced community services.

Rural patients will be able to...

- See specialty doctors through video without traveling to large cities.
- Access health care research and educational materials through publicly available computers at certain libraries, health care facilities and higher education locations.

Rural health-care providers will be able to...

- Keep more local patients because they will be able to work with urban doctors through video in cases where referrals might not be necessary.
- Stay on top of the latest research through online educational programs made especially for health care professionals.

Students and teachers will be able to...

- Use broadband connectivity at computers on public college or university campuses.
- Take or teach online courses and access other educational tools.

Librarians at certain public libraries will be able to...

- Help the surrounding communities by providing public access to computers with high-speed broadband connectivity.
- Involve the public in health care and education provided by larger hospitals or colleges through video.

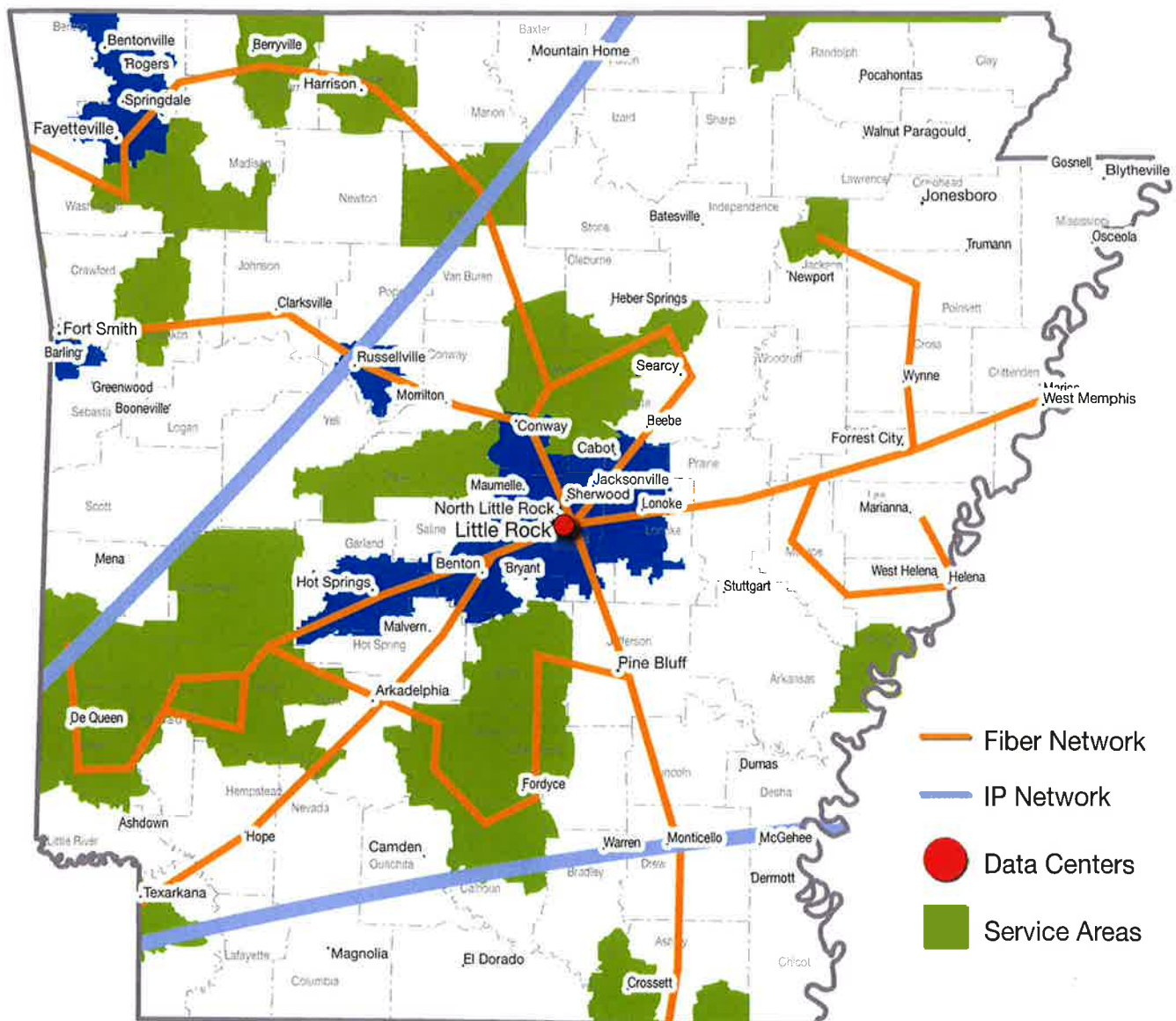
Arkansas

Windstream Corp. (Nasdaq: WIN) is a leading provider of advanced network communications, including cloud computing and managed services, to businesses nationwide. The company also offers broadband, phone and digital TV services to consumers primarily in rural areas. Windstream has more than \$6 billion in annual revenues and is listed on the S&P 500 index. For more information, visit www.windstream.com.

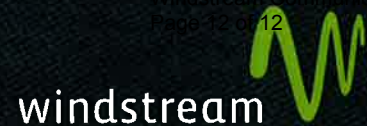
Arkansas Overview

Employees:	1,300
Payroll:	\$98M
Capital expenditures:	\$24.7M
State and local taxes paid:	\$14.6M

*Employee count is as of April 2012.
All other numbers are as of December 2011.*

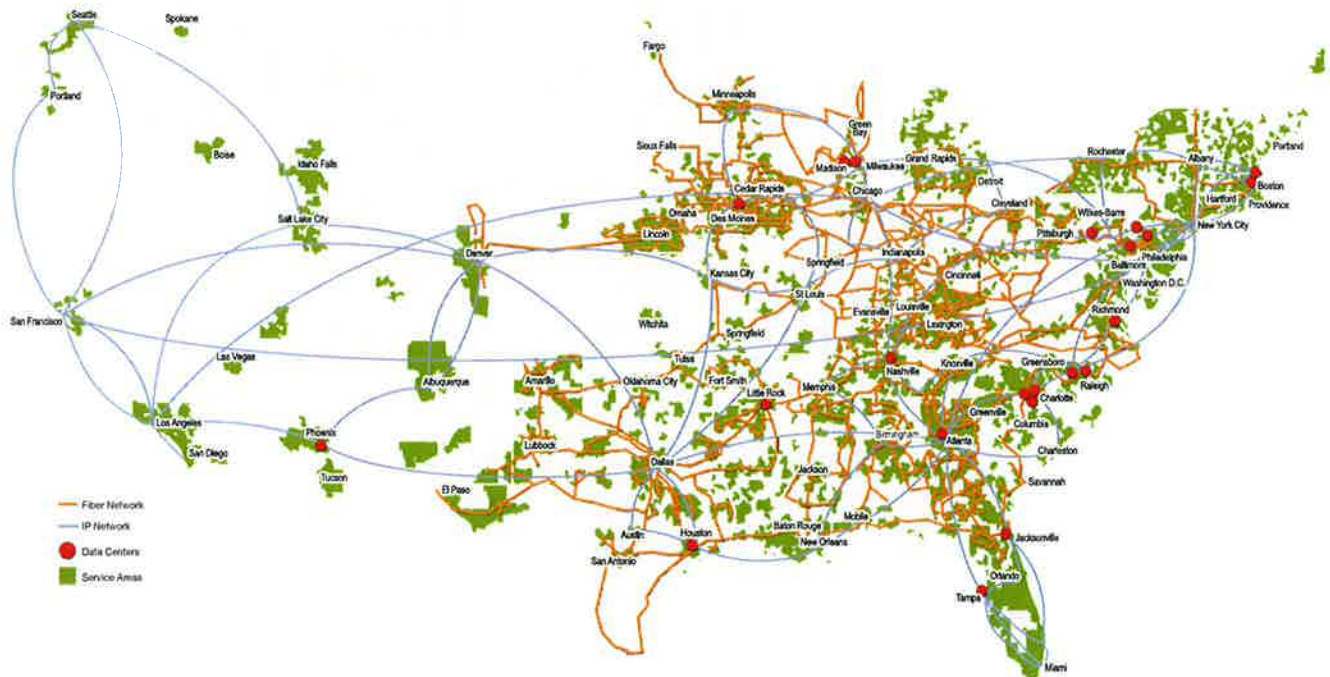


National Overview



- **S&P 500 company with \$6 billion in annual revenue**
- **More than 450,000 business customers nationwide**
- **Over 150 offices across the U.S.**
- **Approximately 14,500 employees**
- **More than 100,000 miles of fiber**
- **6 network operations centers**
- **Enterprise-class data centers**

Windstream Corp. (Nasdaq: WIN) is a leading provider of advanced network communications, including cloud computing and managed services, to businesses nationwide. The company also offers broadband, phone and digital TV services to consumers primarily in rural areas. For more information, visit www.windstream.com.



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
May 15, 2012**

A meeting of the Fayetteville City Council will be held on May 15, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

- ✓ Approval of the May 1, 2012 City Council meeting minutes.
- ✓ **Bid #12-33 Center Point Contractors, Inc.:** A resolution awarding Bid #12-33 and authorizing a contract with Center Point Contractors, Inc. in the amount of \$37,410.00 for the construction of St. Joseph Park, approving a ten percent (10%) project contingency, and approving a budget adjustment of \$14,361.00.
- ✓ **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$2,900.00 representing donation revenue to the Fayetteville Police Department in support of officer service awards.

4. **State and Federal Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$43,366.00 representing state and federal law enforcement forfeiture revenue received during the first quarter of 2012 and authorizing expenditures therefrom.
5. **McClelland Consulting Engineers, Inc. Task Order No. 9:** A resolution to approve Task Order No. 9 with McClelland Consulting Engineers, Inc. in the amount of \$32,504.00 for plans and specifications, construction administration and record drawings of the Executive Hangar Office Addition Project and to approve a budget adjustment of \$32,504.00.
6. **2012 Community Development Block Grant Award:** A resolution approving a budget adjustment recognizing the actual amount of the 2012 Community Development Block Grant award from the U.S. Department of Housing and Urban Development.
7. **The Spirits Shop, Inc.:** A resolution approving a settlement agreement with The Spirits Shop, Inc., concerning condemnation litigation filed as part of the N. Garland Avenue Improvement Project, in the total amount of \$16,900.00.
8. **Bid #12-34 David's Fire Equipment:** A resolution to award Bid #12-34 to purchase two thermal imagers from David's Fire Equipment in the amount of \$20,400.00 plus sales tax for the Fayetteville Fire Department.
9. **Bid #12-39 Benchmark Construction of NWA, Inc.:** A resolution awarding Bid #12-39 and authorizing a contract with Benchmark Construction of NWA, Inc. in the amount of \$407,560.07 for the construction and installation of a concrete pad at the solid waste and recycling facility, approving a ten percent (10%) project contingency, and approving a budget adjustment.
10. **Water and Sewer Relocation AHTD Utility Agreement:** A resolution approving a cost-share agreement with the Arkansas State Highway and Transportation Commission for the construction of water and sewer relocations related to the widening of Crossover Road (Highway 265) from Joyce Boulevard to Albright Road.
11. **University of Arkansas (Razorback Transit) Contract:** A resolution approving a contract with the University of Arkansas (Razorback Transit) in an annual amount of \$50,000.00 regarding public transit services within the City of Fayetteville.
12. **Gallagher Benefits Services, Inc.:** This is a placeholder item and is still under review. Additional information will be provided at Agenda Session.

B. Unfinished Business: None

C. Public Hearing:

1. **A to Z Taxi:** A resolution granting a Certificate of Public Convenience and Necessity to A to Z Taxi for the operation of up to four (4) taxicabs in the City of Fayetteville.

- ✓ 2. **1609 S. Duncan Avenue Raze and Removal:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Adam P. Dyess, Perry J. Dyess and Carolyn A. Dyess located at 1609 S. Duncan Avenue in the City of Fayetteville, Arkansas, and approving a budget adjustment in the amount of \$3,495.00.

D. New Business:

- ✓ 1. **RJN Group:** A resolution approving an engineering services agreement with RJN Group in the amount of \$499,595.00 to update the wastewater collection system model and master plan.
- ✓ 2. **VAC 12-4064 Rochier St./Park Green:** An ordinance approving VAC 12-4064 submitted by Crafton Tull and Associates, Inc. for property located at 1001 West Rochier Street to vacate undeveloped streets and alley ways in the Rochier Heights Subdivision.
- ✓ 3. **Amend §33.250 Composition; Membership:** An ordinance to amend §33.250 Composition; Membership of the Board of Adjustment to reduce the number of members from seven to five and the term from five to three years.
- ✓ 4. **RZN 12-4077 Halsell Road/Pratt Place Inn Appeal:** An ordinance rezoning that property described in rezoning petition RZN 12-4077, for approximately 2.37 acres, located on Halsell Road from C-PZD, Commercial Planned Zoning District, to RSF-4, Residential Single-Family, 4 units per acre, subject to the offered Bill of Assurance.

*Add
Contract
to final
move to
consent*

- ⑤ **Windstream Communications, Inc.:** A resolution to approve the Telecommunications Franchise application of Windstream Communications, Inc. and to approve the Non-Exclusive Telecommunications Franchise Agreement with Windstream Communications, Inc.

E. City Council Agenda Session Presentations:

- ✓ 1. **CH2M Hill Wastewater Operations Annual Report - Billy Ammons, OMI Regional Business Manager**
2. **Lean Project Results – Karen Minkel and Vicki Deaton**

City Council Tour:

Announcements:

Adjournment:

*Consent: Add - Fayetteville Municipal
Property Owners'
Improvement District
No. 19 - Oakbrooke*

*Donald & Brenda
Johnston Settlement
Agreement*

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aides in a City Council meeting as part of their presentation.

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Pre Agenda Meeting 5/2/12

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
May 15, 2012**

A meeting of the Fayetteville City Council will be held on May 15, 2012 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the May 1, 2012 City Council meeting minutes.
2. **Bid #12-33 Center Point Contractors, Inc.:** A resolution awarding Bid #12-33 and authorizing a contract with Center Point Contractors, Inc. in the amount of \$37,410.00 for the construction of St. Joseph Park, approving a ten percent (10%) project contingency, and approving a budget adjustment of \$14,361.00.
3. **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$2,900.00 representing donation revenue to the Fayetteville Police Department in support of officer service awards.

4. **State and Federal Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$43,366.00 representing state and federal law enforcement forfeiture revenue received during the first quarter of 2012 and authorizing expenditures therefrom.
5. **McClelland Consulting Engineers, Inc. Task Order No. 9:** A resolution to approve Task Order No. 9 with McClelland Consulting Engineers, Inc. in the amount of \$32,504.00 for plans and specifications, construction administration and record drawings of the Executive Hangar Office Addition Project and to approve a budget adjustment of \$32,504.00.
6. **2012 Community Development Block Grant Award:** A resolution approving a budget adjustment recognizing the actual amount of the 2012 Community Development Block Grant award from the U.S. Department of Housing and Urban Development.
7. **The Spirits Shop, Inc.:** A resolution approving a settlement agreement with The Spirits Shop, Inc., concerning condemnation litigation filed as part of the N. Garland Avenue Improvement Project, in the total amount of \$16,900.00.
8. **Bid #12-34 David's Fire Equipment:** A resolution to award Bid #12-34 to purchase two thermal imagers from David's Fire Equipment in the amount of \$20,400.00 plus sales tax for the Fayetteville Fire Department.
9. **Bid #12-39 Benchmark Construction of NWA, Inc.:** A resolution awarding Bid #12-39 and authorizing a contract with Benchmark Construction of NWA, Inc. in the amount of \$407,560.07 for the construction and installation of a concrete pad at the solid waste and recycling facility, approving a ten percent (10%) project contingency, and approving a budget adjustment.
10. **RJN Group:** A resolution approving an engineering services agreement with RJN Group in the amount of \$499,595.00 to update the wastewater collection system model and master plan.
11. **Water and Sewer Relocation AHTD Utility Agreement:** A resolution approving a cost-share agreement with the Arkansas State Highway and Transportation Commission for the construction of water and sewer relocations related to the widening of Crossover Road (Highway 265) from Joyce Boulevard to Albright Road.

Add Gallagher Benefits Group

B. Unfinished Business: None

C. Public Hearing:

1. **A to Z Taxi:** A resolution granting a Certificate of Public Convenience and Necessity to A to Z Taxi for the operation of up to four (4) taxicabs in the City of Fayetteville.
2. **1609 S. Duncan Avenue Raze and Removal:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Adam P. Dyess, Perry J. Dyess and Carolyn A. Dyess located at 1609 S. Duncan Avenue in the City of Fayetteville, Arkansas, and approving a budget adjustment in the amount of \$3,495.00.

D. New Business:

1. **VAC 12-4064 Rochier St./Park Green:** An ordinance approving VAC 12-4064 submitted by Crafton Tull and Associates, Inc. for property located at 1001 West Rochier Street to vacate undeveloped streets and alley ways in the Rochier Heights Subdivision.
2. **Amend §33.250 Composition; Membership:** An ordinance to amend §33.250 Composition; Membership of the Board of Adjustment to reduce the number of members from seven to five and the term from five to three years.
3. **RZN 12-4077 Halsell Road/Pratt Place Inn Appeal:** An ordinance rezoning that property described in rezoning petition RZN 12-4077, for approximately 2.37 acres, located on Halsell Road from C-PZD, Commercial Planned Zoning District, to RSF-4, Residential single-family, 4 units per acre.
4. **Windstream Communications, Inc.:** A resolution to approve the Telecommunications Franchise application of Windstream Communications, Inc. and to approve the Non-Exclusive Telecommunications Franchise Agreement with Windstream Communications, Inc.
5. **University of Arkansas (Razorback Transit) Contract:** A resolution approving a contract with the University of Arkansas (Razorback Transit) in an annual amount of \$50,000.00 regarding public transit services within the City of Fayetteville.

check
w/agency

move to
committee

E. City Council Agenda Session Presentations:

1. **CH2M Hill Wastewater Operations Annual Report - Billy Ammons, OMI Regional Business Manager**
2. **Lean Project Results – Karen Minkel and Vicki Deaton**

City Council Tour:

Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

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Proprietary Notice

The information, ideas, and material contained in this document are the property of CH2M HILL and may not be distributed, copied, or disclosed, in whole or in part, for any reason without written consent of CH2M HILL.



ANNUAL REPORT ■ 2011

For the City of

Fayetteville
ARKANSAS

CH2MHILL.





Contents

Section	Page
1 Current Wastewater Operations and Maintenance Information.....	1
2 Executive Summary	3
Performance Excellence	3
Commitment to Sustainability	9
Awards and Recognition	10
3 Plant Overview	11
4 Staffing Plan	12
Staff Training.....	13
Safety	13
5 Department Overviews.....	14
Operations	14
Laboratory.....	20
Industrial Pretreatment.....	21
Maintenance.....	23
Biosolids Management Site	26
Community and Professional Activities.....	28
6 Projections for 2012	30

Exhibits

1: 2011 Noland Percent Removal.....	3
2: 2011 West Side Percent Removal	4
3: 2011 Energy Savings.....	5
4: 2011 Revenue.....	6
5: Number of Lift Station Overflows	6
6: CH2M HILL Fayetteville Staff Organization	12
7: Cumulative Hours Worked Without Lost Time	13

8: WWTP Average Influent flow (Monthly)	14
9: Noland WWTP Average Influent Loadings (Monthly)	15
10: West side WWTP Average Influent Loadings (Monthly)	16
11: Treated and Discharged Water	17
12: 2011 Effluent Discharge – Monthly Total	18
13: Average Noland Effluent Characteristics (Monthly)	19
14: Average West Side Effluent Characteristics (Monthly)	19
15: 2011 Fayetteville IPP Activities and Participants.....	21
16: Permitted Industries’ Limits Violations 1996-2011	22
17: Metal Loadings	23
18: WO Types	24
19: Project-wide Hours 2011	24



Section 1

Current Wastewater Operations and Maintenance Information

Owner: City of Fayetteville, Arkansas

Owner Contact: David Jurgens
Utilities Department Director
113 West Mountain Street
Fayetteville, Arkansas 72701
479.575.8330

Operator: CH2M HILL

Operator Contact: Duyen Tran
Project Manager
1400 North Fox Hunter Road
Fayetteville, Arkansas 72701
479.443.3292

Facilities:

Paul R. Noland Wastewater Treatment Plant (WWTP)
(Noland WWTP)
1400 North Fox Hunter Road
Fayetteville, Arkansas 72701

The Noland WWTP is a 12.6 million gallons per day (MGD) advanced WWTP with influent fine screens, grit removal, A2/O[®] plug flow biological nutrient removal (BNR) secondary treatment, secondary clarification, single-media sand filtration, ultraviolet (UV) disinfection, and post oxygenation. The treated effluent discharges to the White River. Odors from the Noland WWTP are captured and treated by two, multi-stage chemical scrubbers.

West Side WWTP
15 South Broyles Avenue
Fayetteville, Arkansas 72704

The West Side WWTP is a 10-MGD advanced WWTP with influent fine screens, grit removal, A2C[™] BNR secondary treatment, effluent clarification, deep-bed sand filtration, UV disinfection, and post

aeration. The effluent discharges to Goose Creek. Odors from the West Side WWTP are captured and treated by biofilters and carbon absorbers. CH2M HILL also assists with daily monitoring of a 43.65-acre constructed wetland mitigation site.

Biosolids Management Site

16464 East Wyman Road
Fayetteville, Arkansas 72704

The Biosolids Management Site (formerly known as the Farm Site) is a 670-acre Bermuda grass hay operation that adjoins the Noland WWTP property. Nutrient uptake from the old land application site is achieved through hay harvesting, marketing, appropriate supplemental nutrient application, and irrigation with treated plant effluent.

Staff Size:	40 full-time equivalents
Hours of Operation:	The Noland WWTP is operated 24 hours per day, Monday through Friday, and 20 hours per day, Saturday and Sunday. The West Side WWTP is operated 11 hours per day, Monday through Friday, and 4 hours per day on Saturday and Sunday. The Biosolids Management Site is operated 10 hours per day, Monday through Friday, and 1 hour per day on Saturday and Sunday
No. of Sewer Lift Stations:	38 lift stations plus site maintenance of 7 abandoned stations
Type of Lift Stations:	Wetwell, drywell, submersible
Other Permitted Programs:	Industrial Pretreatment Program (IPP), No Discharge Permit, Industrial General Stormwater Permit, and Air Permits
Original Contract Date:	January 1987
Renewal Date(s):	January 1989, August 1994, January 2001, May 2003, and December 2009
Completion Date:	December 2014

Executive Summary

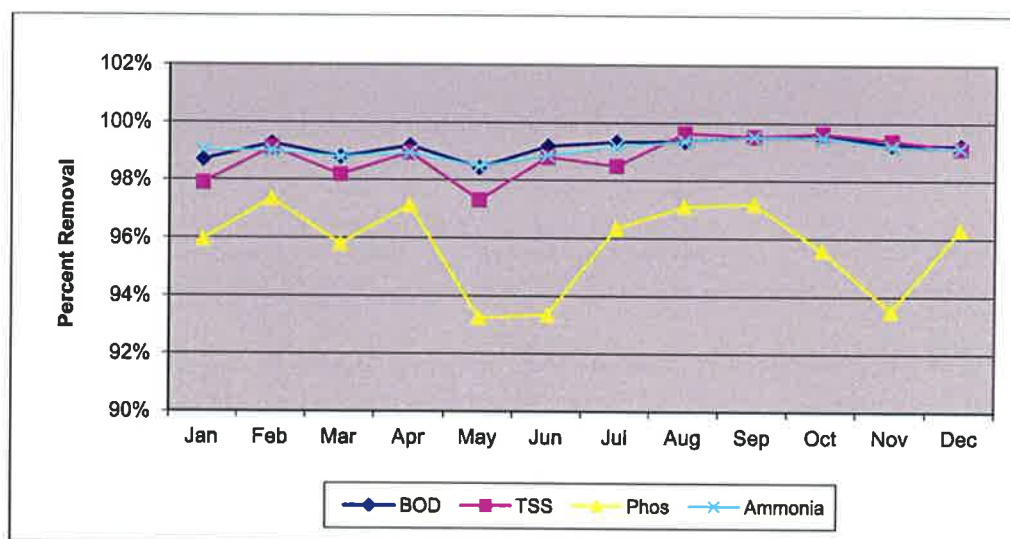
CH2M HILL is pleased to present our 2011 annual report to our client and partner, the City of Fayetteville (the City). The completion of our work in 2011 marks 25 years of successful partnering between CH2M HILL and the City, as well as another year of quality service we've provided to your citizens. This report summarizes activities and highlights accomplishments from contract year 2011.

Performance Excellence

Permit Compliance

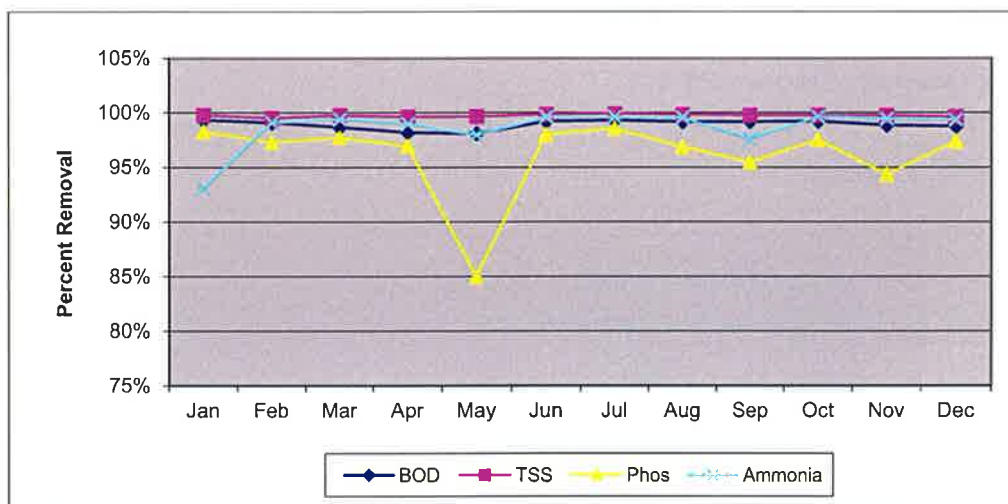
CH2M HILL regional technical staff continued to provide invaluable support throughout the year and helped WWTP staff maintain permit compliance. CH2M HILL achieved 100-percent compliance with the National Pollutant Discharge Elimination System (NPDES) discharge requirements for both WWTPs in 2011. **Exhibits 1 and 2** display the average percent removal efficiency the plants achieved in 2011 for biochemical oxygen demand (BOD), total suspended solids (TSS), total phosphorus (Phos), and ammonia-nitrogen (NH₃-N).

Exhibit 1
2011 Noland Percent Removal



The Arkansas Department of Environmental Quality (ADEQ) has put a hold on the Noland WWTP NPDES discharge permit renewal. The segment of the river that the plant discharges into was placed on the U.S. Environmental Protection Agency (U.S. EPA) impairment list for minerals; therefore, the Noland effluent discharge is potentially subject to the water quality standards for chloride, sulfates, and total dissolved solids. In March, the City Council approved an out of scope contract with CH2M HILL to conduct a Use Attainability Analysis (UAA) on this segment of the White River to determine if all current uses of the stream are being achieved by current levels of these constituents. CH2M HILL and its subcontractor, Ford, Thornton, and Northrup (FTN) of Little Rock, developed and submitted a work plan for the UAA to ADEQ in early April 2011. The University of Arkansas Water Resources Laboratory was retained by CH2M HILL to conduct the monthly river sampling and analyses. The study began in May 2011 and is scheduled to be completed in June 2012. Upon successful completion of the UAA and acceptance of that effort by ADEQ and U.S. EPA, the City will submit a third-party rulemaking request through the Arkansas Pollution Control and Ecology Commission.

Exhibit 2
2011 West Side Percent Removal



Jay Ellis, ADEQ air inspector, performed an annual air permit compliance audit at the West Side WWTP and Hamestring Lift Station in February. Records of generator run times were provided to the inspector as requested. Both facilities were found in compliance with the air permits.

John Fazio, ADEQ inspector, conducted an NPDES and a Stormwater compliance audit of the West Side WWTP on 12 December. The inspection report indicated that the WWTP is in full compliance with both the NPDES permit and the Stormwater “No Exposure” certification conditions.

Cost Management

Electrical Savings

Significant electricity savings continued to accumulate in 2011 through the use of power generators and implementation of our Power Management Plan to maintain the off-peak rate structure for the Noland WWTP, West Side WWTP, and Hamestring Lift Station.

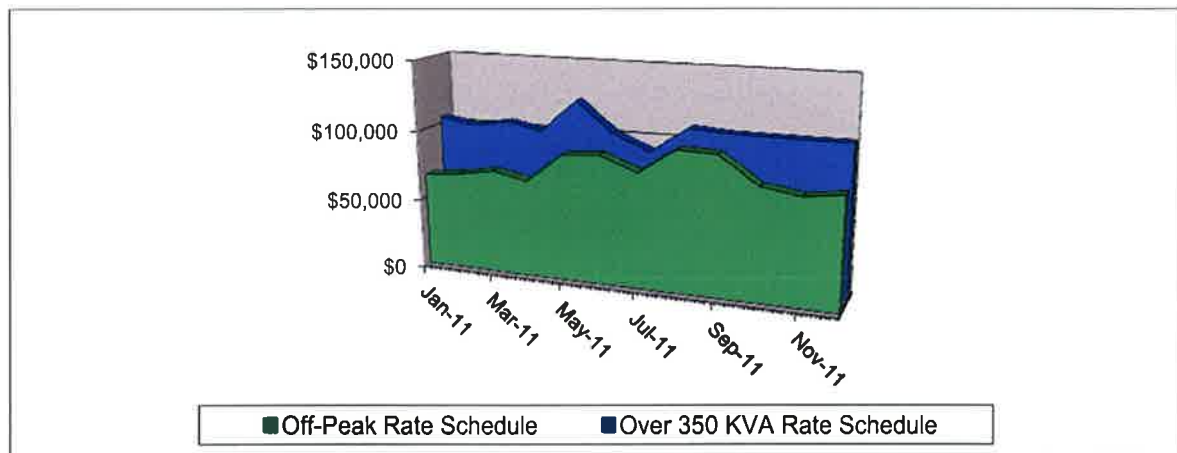
The Power Management Plan uses three, 2-megawatt (MW) power generators to operate the facilities during peak demand periods to eliminate the use of grid-supplied energy during the peak setting periods. Using the generators allowed us to take advantage of off-peak rates, yielding \$306,675 in combined estimated savings in 2011 from both WWTPs and the Hamestring Lift Station, which is approximately \$25,556 per month. **Exhibit 3** displays energy savings for 2011.

Electrical consumption for both WWTPs in 2011 was 14,690,400 kilowatt-hours, which is 4.9 percent higher than 2010. However, the total cost of electricity increased by 17.2 percent, to \$781,357.57, or \$2,140.71 per day.

Electrical consumption from the Hamestring Lift Station was 1,601,400, an increase of 9 percent from 2010. Higher overall flow may be the largest factor contributing to the increase in electrical consumption at this lift station, which increased the annual cost of electricity to \$117,970.52, or 8.7 percent more than 2010.

Ozarks Electric Cooperative issued annual credits of \$3829.85 for the Noland WWTP, \$2782.50 for the West Side WWTP, and \$1974.24 for the Hamestring Lift Station.

Exhibit 3
2011 Energy Savings



Revenue

New industrial surcharge fees became effective 1 October. Fees for BOD were reduced approximately 29% from \$0.4421, to \$0.3145 per pound to better align with treatment costs.

Hay production was reduced during the 2011 growing season due to a long cool spring. Hay harvesting started on 16 May and ended on 31 October with 3- cycles of harvest. We produced 5000 bales for an approximately 1900 tons.

Hay was sold for an average price of \$76.99 per ton, a 3.4 percent increase from 2010. The total hay revenue for the 2011 season was \$144,550.80, with \$113,015.77 collected by the end of December 2011 and \$31,535.03 collected by the end of February 2012. **Exhibit 4** represents revenue for 2011.

Exhibit 4
2011 Revenue

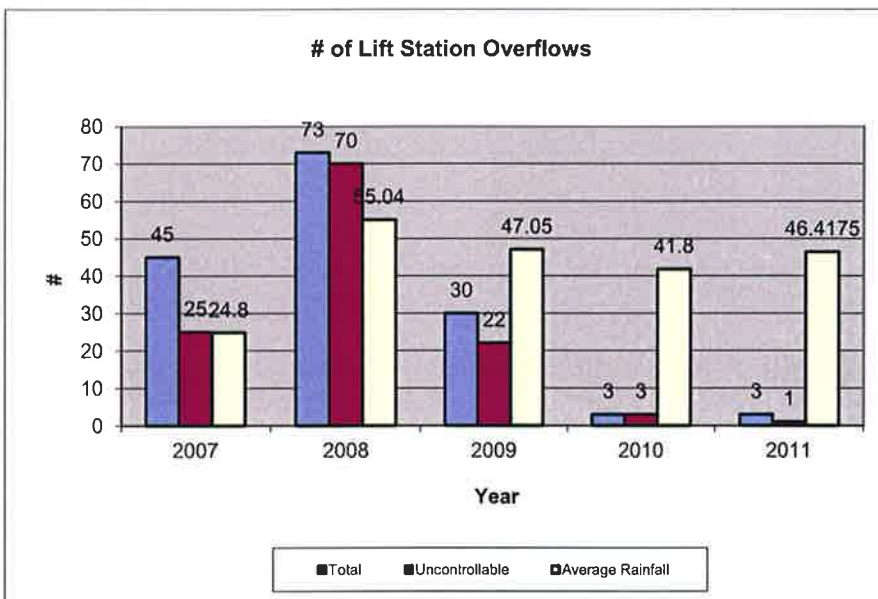
	Area	Revenue
Industrial Pretreatment	Industrial Surcharge Fees	\$793,596
	Hauled Wastewater Fees	\$8,050
	Application Fees	\$100
	Administrative Fines	\$0
Hay Season 2010 - 2011		\$144,551
Total		\$946,297

Lift Station Overflow Reduction

There were only three lift station overflows for the entire year of 2011. One overflow occurred at the Bohannon lift station (LS#29) in Greenland in January. Pump control cables were accidentally pulled down into the wet well when the wet well was being vacuumed out the week before and were eventually damaged by the pump impeller. In November an overflow at the Meadows lift station (LS #49) was caused by a blown fuse and human error. A wet weather related overflow occurred during a heavy rainfall event in early November at the Mally Wagnon Lift Station (LS #19). The backup pump at this lift station was out for service and a significant amount of debris collected in the impellers of the remaining two pumps. No evidence of environmental damage was observed in any of the three overflows.

Exhibit 5 shows number of lift station overflows.

Exhibit 5
Number of Lift Station Overflows



Lift station upgrades and the installation of backup power generators from 2009 to 2010 have helped tremendously in reducing the number of lift station overflows. Other factors include improvement in SCADA reliability, daily lift station monitoring, and implementation of a more frequent and rigorous preventive maintenance program on lift stations.

Biosolids Drying Operations

- **Solar Houses**—The construction of six solar houses was completed in early May and the solar drying operation started up without major issues or incidents. The drying process was better than expected and produced dried biosolids of a consistent average of 89 percent dryness and 535,000 MPN in Fecal Coliform. These results adequately met the Class B biosolids classification in accordance with the 40 CFR 503 regulations, which allowed us the option of land applying the biosolids instead of land filling. Since the startup in early May, approximately 5,772 wet tons of biosolids were sent to the solar houses. 260 dry metric tons of Class B biosolids were produced and used for land application in Kansas since the commencement of the solar drying process, which translated into significant saving in landfill tipping fees and hauling costs.



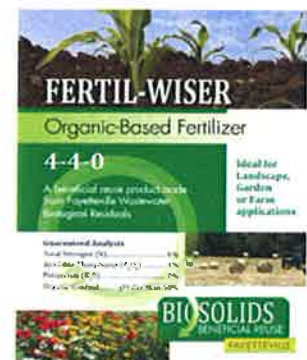
The new biosolids solar dryers

- **Ancillary Equipment**—As construction started on the solar biosolids houses, staff also got started with the preparation for site operations. Procurement of a 42"-belted floor trailer, a tractor, a tractor pulled spreader, a skid-steer loader, and mobile conveyors for the site was accomplished and the equipment put in place with the assistance of the City's Fleet and Purchasing Departments. Dried biosolids storage and other required ancillary equipment were also procured, as funding was available and approved.



The tractor and the spreader at work

- **Thermal Dryer**—The addition of a thermal dryer to the biosolids drying operations was nearing substantial completion in December. Approximately 100 wet tons of the dewatered biosolids were processed through the thermal dryer for trial runs. The thermal dryer successfully produced biosolids that were consistently greater than 90 percent dryness and contained less than 1000 MPN Fecal Coliform. This level of performance allowed the facility to achieve the EPA's highest Class A biosolids standard allowing biosolids be sold as fertilizer.
- **Fertilizer Sale**—An ordinance for hay and fertilizer sale was passed near the end of September. The ordinance allows the sale of the fertilizer in similar manner as hay. Fertilizer commitments will be taken twice a year, on 1 March and 1 September. An application was submitted to the Arkansas State Plant Board to register the product as organic-based fertilizer. Staff took commitments for the sale of fertilizer on 8 November and received more than sufficient requests to match Class A biosolids production up to the end of February 2012.



The fertilizer label, Fertil-Wiser

-
- **Operations Challenge Competition at WEFTEC 2011—**
Four CH2M HILL employees represented Fayetteville and Arkansas in the Operations Challenge competition at WEFTEC conference in Los Angeles. The team took 1st Place in the Laboratory Event and placed 8th overall in this national competition. The Arkansas Water Environment Association (AWEA) provided the funding for the team to travel to the event.

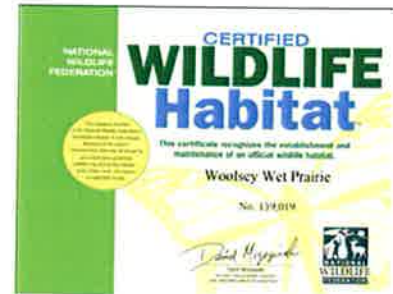


Tim McGee, Tim Tinsley, Mike Neil, and Jeff Hickie with the 1st Place Award Trophy for the Laboratory Event at the WEFTEC Award Banquet

Commitment to Sustainability

By the nature of our business, CH2M HILL's team is environmentally focused. Environmental stewardship is something we care deeply about, and we have implemented several programs to make our environmental impact more "green." Our 2011 sustainable practices yielded the following results:

- Maintained the Noland Xeriscape garden using 800,945 gallons of effluent to irrigate 82 native plant species. After the garden is fully established (in approximately 4 years), the 1-acre area will provide a habitat for local wildlife.
- The Woolsey Wet Prairie at the West Side WWTP has been registered with and certified by the National Wildlife Federation. The Noland Wildlife Habitat Restoration Project was also recertified to include the 9 acre South Unit which contains meadow, scrub/understory, and mature trees that border the White River. The habitat project now consists of 15.3 acres.
- Installed a Wood Duck nesting box and planted 27 Bald Cypress trees in the Noland South Unit.
- Created a Noland Species Diversity Spreadsheet for employees to document wildlife and track habitat progress. 155 Species were recorded by plant staff, UA entomologists and the Audubon Society including 75 species of birds and 17 species of butterflies. A River Otter, Bobcat, and Ozark Spotted Salamander were also observed.
- 121 native tree species were re-planted at the West Side WWTP and along Broyles Road for tree canopy mitigation. Selected species include Black Gum, Redbud, Red Maple, and Tulip Poplar to provide roadside color during spring and fall.
- Reduced fossil fuel consumption by 292 gallons of gasoline by replacing an old gas powered cart with an electric utility cart, and purchase of a new industrial tricycle. The Solar Biosolids drying process required fewer trips to landfills resulting in a savings of 19,307 gallons of diesel fuel. The reduction in transportation decreased CO2 emissions by 434,918 lbs.
- Increased effluent reuse by 18.6 percent over 2010 for agricultural irrigation of Bermuda grass and Xeriscape garden for a total of 21.9 million gallons. In plant reuse of effluent for process water and cleaning was estimated at 19.4 million gallons.
- 2426 lbs of mixed recycling was taken to the City drop off facility, and 260 hrs of community involvement was recorded including Mullins Creek, Old Wire Road, Broyles Road, and Foxhunter Road clean ups.



Wildlife Habitat Certification for the Woolsey Wet Prairie

Awards and Recognition

At the annual AWEA award luncheon, Adam McClymont received a Water Environment Federation (WEF) Hatfield award and Tim McGee received the AWEA Safety Professional Excellent award.

The WWTP staff received the Perfect Record Award from the National Safety Council for working 265,593 hours without lost time incident for the last three years.



National Safety Council Perfect Record Award

The National Safety Council also awarded the Safety Leadership Award to the CH2M HILL staff for 5-Years with NO LOST TIME injuries or illnesses.

Duyen Tran and Billy Ammons attended the annual CH2M HILL O&M Business Group Project Manager Summit in August and accepted two awards on behalf of the Fayetteville staff—the company’s Safety Award for no lost time in 2010 and a Compliance Excellence award for exemplary performance in 2010.

The National Council of Public Private Partnership (NCPPP) awarded CH2M HILL and the City the coveted NCPPP service award for the Creating a Sustainable Partnership Program. There are only two awards of this kind nationally and we have won both of the awards. Billy Ammons and David Jurgens accepted the award at the NCPPP award ceremony in October in Florida. The NCPPP also traveled to Fayetteville afterward to present the award to the Mayor at the November City Council meeting.



Fayetteville Staff with Elisa Speranza, O&M Business Group President.

Plant Overview

CH2M HILL has performed operations and maintenance (O&M) services at the Noland WWTP since February 25, 1988, when the plant first began treating wastewater. In November 2005, the City also initiated construction of the new West Side WWTP, which began operations in June 2008.

In 2011, the WWTPs served approximately 80,000 Fayetteville citizens and the neighboring communities of Greenland, Farmington, and Elkins, and part of Johnson.

CH2M HILL performs complete O&M services including:

- WWTP O&M
- Lift station maintenance
- Supervisory control and data acquisition (SCADA) monitoring
- Hay harvesting and marketing operation with nutrient uptake program
- Wetland mitigation site monitoring
- Laboratory services
- IPP administration and management
- Capital improvement budgeting and planning
- Rolling stock maintenance
- Staff training
- Computerized maintenance management and inventory control
- Installation of standard CH2M HILL management systems
- Sludge dewatering system and biosolids drying operations
- Public awareness assistance

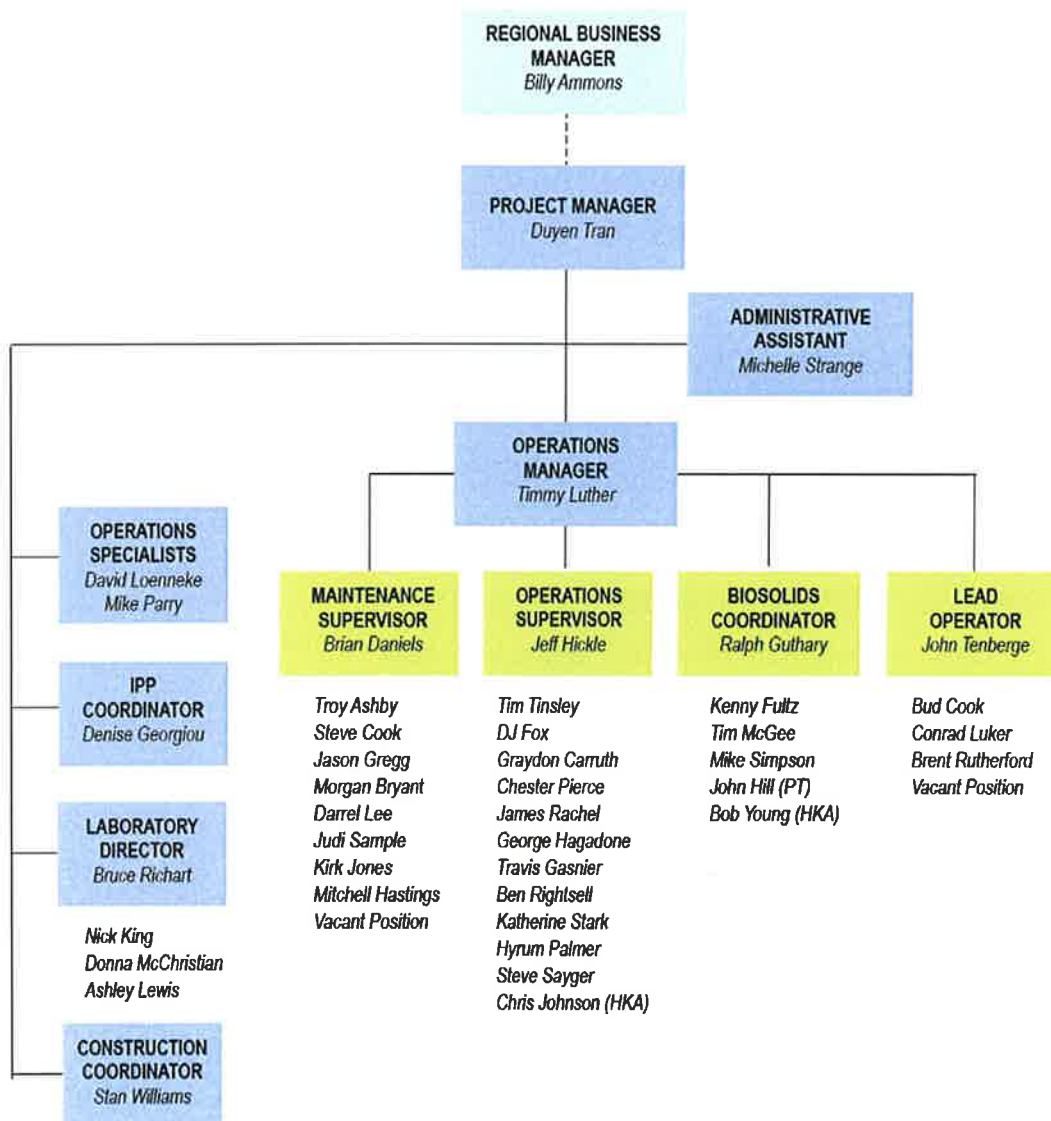
Section 4

Staffing Plan

The WWTP staff participates in an ongoing cross-training program to enable us to perform operations 24 hours a day, 7 days a week. Most employees are fully proficient in two to six disciplines, creating a larger pool of human resources to perform the varied tasks required to operate the facilities efficiently.

Exhibit 6 displays current CH2M HILL Fayetteville staff assignments.

Exhibit 6
CH2M HILL Fayetteville Staff Organization



Staff Training

CH2M HILL provided an average of 115.8 training hours per employee in 2011 on various technical, safety, ethics, leadership, and quality topics to the Fayetteville team. The majority of the training was conducted via hands-on, in-house classroom, or online programs. Employees also recorded 450 hours of cross-training between departments in 2011.

In 2011, four employees obtained Class I Arkansas Wastewater Operator certifications and seven employees upgraded their licenses to Class II wastewater licenses. Mike Ross, CH2M HILL Regional Technical Specialist taught several state-approved wastewater treatment classes to CH2M HILL operators and operators from neighboring cities. These classes prepare operators to test for state certification, and training hours can be used to maintain existing operator licenses as well.

Grega StJohn, CH2M HILL Regional Director of Operations, conducted a quality training session for the Fayetteville employees on 8 April. Her session focuses on the basic quality tools that help employees to enhance their problem solving skills and performance.

Ben Campbell, CH2M HILL Regional Health & Safety Manager, visited our facilities for 3 days in July. He conducted 4 training sessions on Defensive Driving, including some on-the-road driver training. He also performed a courtesy safety walk-through at each of the wastewater treatment plants, the Biosolids Management Site, and a number of the lift stations to identify safety concerns.

Safety

Staff safety is our highest priority. Our goal is for all employees to go home safely to their families and loved ones every day. Our safety team focus for 2011 was on the new arc flash regulation and electrical safety. The safety team successfully developed a protocol for working around electricity in compliance with the new regulation, and Morgan Bryant, our electrician, taught a class on basic electricity using beans and bricks.

Project staff completed the 2011 work year with zero lost-time incidents. This brought the total working hours without lost time to 353,713 hours from September 20, 2006, to April 15, 2011.

Exhibit 7 represents cumulative hours worked without lost time.

Exhibit 7
Cumulative Hours Worked Without Lost Time



Department Overviews

Operations

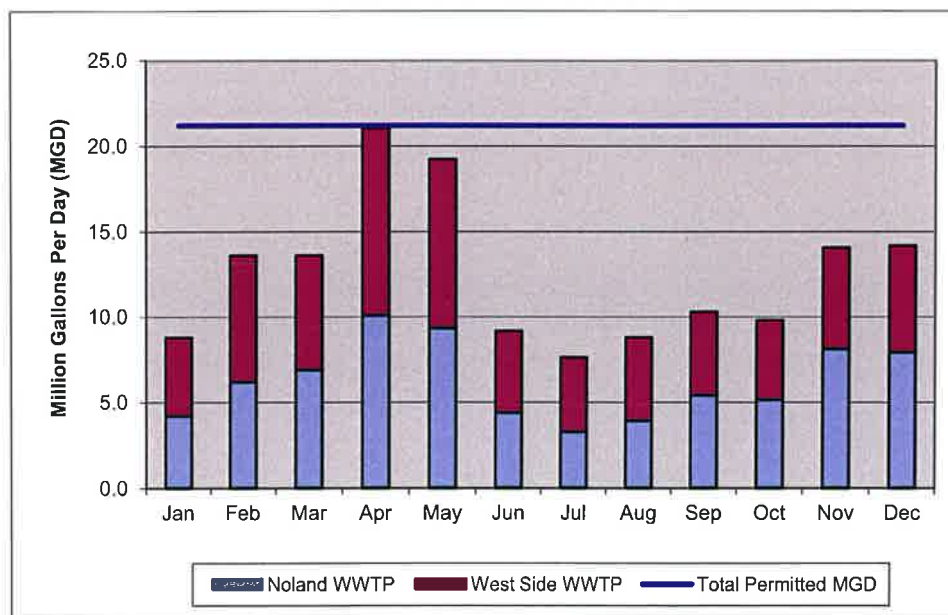
Plant Loadings

The total average daily influent flow from both plants in 2011 was 12.4-MGD, which is 9.7 percent higher than 2010 and 54 percent of the total design capacity.

Exhibit 8 displays influent flow by month.

Exhibit 8

WWTP Average Influent Flow (Monthly)



Other plant loadings information for the Noland WWTP is listed in **Exhibit 9**, and plant loadings information for the West Side WWTP is listed in **Exhibit 10**.

Effluent Quality

In 2011, the two WWTPs treated and discharged 4,516,941,000 gallons of water (**Exhibit 11**). **Exhibit 12** shows the monthly total effluent discharge.

Exhibit 9**Noland WWTP Average Influent Loadings (Monthly)**

Noland WWTP	Influent Max Day Flow (MGD)	Date of Maximum Flow	Monthly Average Flow (MGD)	Percent Permitted Flow	BOD loading (lbs/d)	Percent BOD loading	TSS loading (lbs/d)	Percent TSS loading	PO4 loading (lbs/d)	NH3 loading (lbs/d)
Designed or Permitted			11.2		26370		20620			
January	6.8	01-Jan-11	4.2	37.5 percent	11157	42.3 percent	8028	38.9 percent	211	623
February	9.8	25-Feb-11	6.2	55.4 percent	12410	47.1 percent	10676	51.8 percent	234	658
March	13.9	01-Mar-11	6.9	61.6 percent	11610	44.0 percent	9449	45.8 percent	172	563
April	39.4	26-Apr-11	10.1	90.1 percent	14226	53.9 percent	12698	61.6 percent	306	648
May	36.1	24-May-11	9.3	83.4 percent	11609	44.0 percent	9093	44.1 percent	193	663
June	6.2	01-Jun-11	4.4	39.2 percent	12582	47.7 percent	9150	44.4 percent	212	799
July	4.3	01-Jul-11	3.3	29.1 percent	10171	38.6 percent	7558	36.7 percent	213	560
August	8.2	13-Aug-11	3.9	34.8 percent	12927	49.0 percent	9238	44.8 percent	251	611
September	18.3	23-Sep-11	5.4	48.4 percent	18763	71.2 percent	17399	84.4 percent	408	1027
October	8.4	28-Oct-11	5.2	46.0 percent	16601	63.0 percent	11917	57.8 percent	366	887
November	31.4	09-Nov-11	8.1	72.5 percent	16130	61.2 percent	13995	67.9 percent	243	851
December	17.9	15-Dec-11	7.9	70.8 percent	14630	55.5 percent	13024	63.2 percent	244	846
Average			6.2	55.7 percent	13568	51.5 percent	11019	53.4 percent	254	728

Exhibit 10**West Side WWTP Average Influent Loadings (Monthly)**

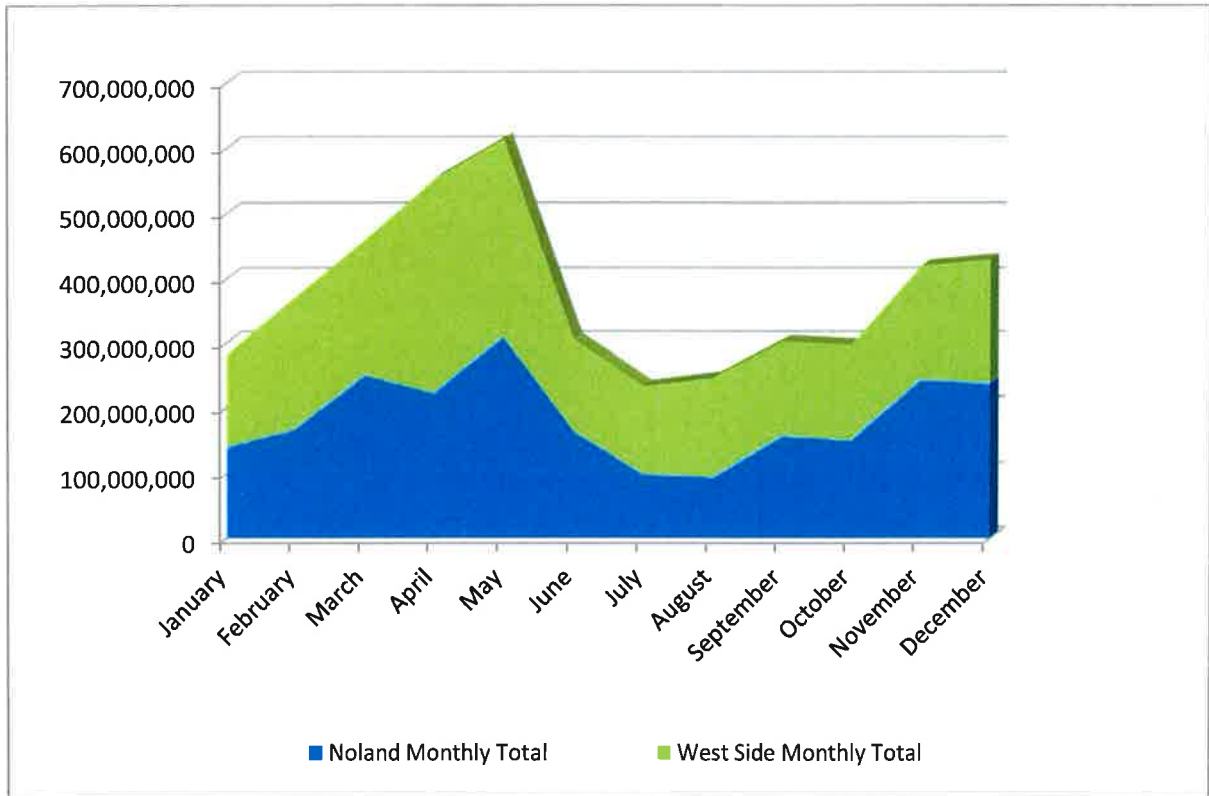
West Side WWTP	Influent Max Day Flow (MGD)	Date of Maximum Flow	Monthly Average Flow (MGD)	percent Designed Flow	BOD loading (lbs/d)	percent BOD loading	TSS loading (lbs/d)	percent TSS loading	PO4 loading (lbs/d)	NH3 loading (lbs/d)
Designed			10.0		14595		14595			
January	6.5	01-Jan-11	4.6	46.0 percent	10,505	72.0 percent	13,370	91.6 percent	175	670
February	13.8	28-Feb-11	7.4	74.0 percent	12,273	84.1 percent	16,750	114.8 percent	291	1137
March	11.2	01-Mar-11	6.7	67.0 percent	8,733	59.8 percent	11,631	79.7 percent	182	923
April	37.7	25-Apr-11	11.0	109.5 percent	10,183	69.8 percent	12,184	83.5 percent	242	887
May	28.6	24-May-11	9.9	98.8 percent	9,362	64.1 percent	11,115	76.2 percent	165	857
June	6.1	01-Jun-11	4.8	47.7 percent	9,844	67.4 percent	11,397	78.1 percent	199	1023
July	5.0	27-Jul-11	4.4	43.7 percent	10,370	71.1 percent	10,405	71.3 percent	211	835
August	6.9	13-Aug-11	4.9	48.9 percent	9,911	67.9 percent	11,101	76.1 percent	230	970
September	9.2	23-Sep-11	4.9	48.8 percent	10,373	71.1 percent	11,695	80.1 percent	241	1016
October	6.1	13-Oct-11	4.6	46.5 percent	9,832	67.4 percent	10,724	73.5 percent	231	1036
November	17.0	09-Nov-11	5.9	59.3 percent	8,764	60.0 percent	9,124	62.5 percent	177	879
December	12.0	15-Dec-11	6.2	62.4 percent	8,595	58.9 percent	9,061	62.1 percent	188	797
Average			6.2	62.7 percent	9895	67.8 percent	11546	79.1 percent	211	919

Exhibit 11*Treated and Discharged Water*

	Noland WWTF		West Side WWTF		Total	
	Noland Monthly Total	Average Daily Flow	West Side Monthly Total	Average Daily Flow	Total Flow	Average Daily Flow
January	140,380,000	4,528,387	141,690,000	4,570,645	282,070,000	9,099,032
February	167,720,000	5,990,000	205,091,000	7,324,679	372,811,000	13,314,679
March	249,960,000	8,063,226	210,865,000	6,802,097	460,825,000	14,865,323
April	222,290,000	7,409,667	330,183,000	11,006,100	552,473,000	18,415,767
May	309,050,000	9,969,355	305,234,000	9,846,258	614,284,000	19,815,613
June	164,540,000	5,484,667	141,455,000	4,715,167	305,995,000	10,199,833
July	98,590,000	3,180,323	134,428,000	4,336,387	233,018,000	7,516,710
August	93,500,000	3,016,129	152,532,000	4,920,387	246,032,000	7,936,516
September	157,380,000	5,246,000	145,328,000	4,844,267	302,708,000	10,090,267
October	150,670,000	4,860,323	146,508,000	4,726,065	297,178,000	9,586,387
November	242,280,000	8,076,000	177,543,000	5,918,100	419,823,000	13,994,100
December	236,820,000	7,639,355	192,904,000	6,222,710	429,724,000	13,862,065
Annual Total	2,233,180,000	6,118,301	2,283,761,000	6,256,879	4,516,941,000	12,375,181

Exhibit 12

2011 Effluent Discharge - Monthly Total



Exhibits 13 and 14 show treated effluent quality.

Exhibit 13

Average Noland Effluent Characteristics (Monthly)

	CBOD (mg/l)		TSS (mg/l)		Phos (mg/l)		Ammonia (mg/l)	
	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average
January	21	3.2	15.0	3.7	1.0	0.2	6.1	0.2
February	21	1.8	15.0	1.8	1.0	0.1	6.1	0.1
March	21	1.9	15.0	2.4	1.0	0.1	6.1	0.1
April	7.5	1.7	5.0	2.1	1.0	0.2	3.0	0.1
May	7.5	2.0	5.0	2.6	1.0	0.2	3.0	0.1
June	5.0	1.9	5.0	2.1	1.0	0.3	1.8	0.2
July	5.0	2.1	5.0	3.5	1.0	0.2	1.8	0.2
August	5.0	2.0	5.0	1.0	1.0	0.2	1.8	0.1
September	5.0	1.9	5.0	1.6	1.0	0.2	1.8	0.1
October	5.5	1.5	5.0	0.9	1.0	0.4	2.5	0.1
November	5.5	1.8	5.0	1.2	1.0	0.2	2.5	0.1
December	21	1.7	15.0	1.6	1.0	0.1	6.1	0.1
Average		1.9		2.0		0.2		0.1

Exhibit 14

Average West Side Effluent Characteristics (Monthly)

	CBOD (mg/l)		TSS (mg/l)		Phos (mg/l)		Ammonia (mg/l)	
	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average	Permitted	Monthly Average
January	13.3	2.0	15	0.9	1.0	0.1	3.7	1.4
February	13.3	1.8	15	1.3	1.0	0.1	3.7	0.2
March	13.3	2.0	15	0.5	1.0	0.1	3.7	0.1
April	10.2	1.9	10	0.4	1.0	0.1	1.6	0.1
May	10.2	2.1	10	0.5	1.0	0.3	1.6	0.2
June	5.3	2.0	10	0.5	1.0	0.1	1.0	0.1
July	5.3	2.0	10	0.3	1.0	0.1	1.0	0.1
August	5.3	2.0	10	0.4	1.0	0.2	1.0	0.1
September	5.3	2.0	10	0.6	1.0	0.3	1.0	0.5
October	6.6	1.8	10	0.6	1.0	0.1	2.3	0.1
November	6.6	1.9	10	0.5	1.0	0.2	2.3	0.1
December	13.3	2.0	15	0.6	1.0	0.1	3.7	0.1
Average		1.9		0.6		0.1		0.2

Operations Accomplishments

Noteworthy Operations accomplishments:

- **Large Scale Alum Testing**—The operations staff conducted an 8 Million Gallons per Day (MGD) Large Scale Alum Test as prescribed by Black & Veatch Engineering. The results were submitted to Black and Veatch for review and analysis. The Large Scale Alum testing was the second phase of the low phosphorus treatment feasibility study at the Noland WWTP. The study explored possible treatment methods to produce effluent with ultra low level of Phosphorus.
- **Lake Sequoyah Sampling**—Staff assisted with measurements and calculations to estimate phosphorus load captured within Lake Sequoyah sediment bed. The results will be used for feasibility assessment of dredging sediment from lake bed to remove phosphorus from Beaver Lake Watershed and increase the capability of Lake Sequoyah to capture and remove phosphorus and sediment in the future.
- **BlueInGreen HyDOZ Pilot Project**—BlueInGreen started up their HyDOZ, the Supersaturated Ozone Disinfection System, at the Noland WWTP for a large scale trial run on 6 June. Staff collected data 3 times a day and provided analytical assistance to measure process performance. The BlueInGreen staff worked daily to calibrate and trouble shoot the system. This pilot study evaluated the effectiveness of the HyDOZ technology as a disinfection alternative.
- **NetDMR Monthly Reporting**—Transitioned reporting system from paper forms to ADEQ and U.S. EPA updated internet format.

Solids Production and Disposal

The WWTPs generated approximately 18,562 wet tons (2,871 dry metric tons) of biosolids in 2011. Before May 2011, we transported an average of 2.4 loads of biosolids per day, at 18 percent dry solids content, to two different landfills for final disposal. Dewatered biosolids are hauled primarily to Prairie View Landfill in Lamar, Missouri. After the solar houses startup, the dewatered biosolids were hauled to the Biosolids Management Site for drying. The dried biosolids were hauled to Kansas, Missouri for land application when Class B requirements were met.

Laboratory

In 2011, the CH2M HILL Fayetteville laboratory received 5,010 samples. The laboratory conducted a total of 10,329 analyses on the samples, in addition to 1,733 analyses to verify quality control of the data. The in-house analytical capabilities include 23 parameters.

Noteworthy accomplishments in the laboratory include:

- Submitted application for ADEQ Laboratory Certification
- Passed the annual U.S. EPA DMRQA 31 Water Performance Study for all permitted parameters
- Passed the annual NSI WP -174 Water Performance Study for all permitted parameters
- Passed the annual MP-131 Water Performance Study for microorganisms

- Installation of the Lachat Quick Chem Series II 8500 Spectrophotometer, which expanded the in-house analytical capability to include nitrate, nitrite, chloride, and sulfate analysis
- Provided analytical support to BlueInGreen with the HyDOZ ozone disinfection pilot study
- Provided assistance to the Solid Waste Compost Facility with stormwater compliance sampling and analysis

Industrial Pretreatment

The IPP included eight permitted significant industrial users, including four metal-based categorical users. Three large food processors participate in the surcharge program for excess TSS and BOD loading. This generated more than \$770,000 in revenue for the City. Along with administering the program, IPP personnel serve as industrial liaisons that provide education and training for industrial users and the public.

Exhibit 15 outlines IPP participants and other activities in 2011.

Exhibit 15

2011 Fayetteville IPP Activities and Participants

2011 Permitted Industrial Users	2011 IPP Activities
Ayrshire Electronics, LLC Custom Powder Coating Services, Inc. Elkhart Products Corporation Hiland Dairy Company Marshalltown Company Pinnacle Foods Corporation Superior Industries International Arkansas, LLC Tyson Foods, Inc.	Conducted 14 compliance inspections Performed 17 compliance and surcharge sample collection events Accepted 161 loads of hauled waste Handled 15 unusual discharges
2011 Discharging Haulers	
Arkansas Portable Toilets Best Jet The Necessary Potty House	

In addition to domestic, commercial, and industrial discharges to the sewer, hauled septic tank, portable toilet, or special waste can be discharged into the head of the WWTP or at a wastewater lift station.

IPP Accomplishments

Noteworthy IPP accomplishments:

- Staff helped advertise two National Drug Take Back Day drug collection events. Staff volunteered at Drug Take Back sites at the Farmers' Market in April and the Washington County Courthouse in October. Both days were hosted by the Fayetteville Police Department and Project Right Choice. During these two 4-hour events, a total of 147 pounds of unwanted drugs were collected. Citizens drove through and dropped off unneeded medications, protecting their families from drug abuse and misuse, and preventing contamination of our watersheds.

- Staff volunteered during the Red Ribbon Rally hosted by Project Right Choice at Bud Walton Arena on October 27 when 1,623 fifth graders shared in a day of fun while learning about the dangers of alcohol, tobacco and other drugs.
- Denise Georgiou is a Project Right Choice Board member.
- Worked with the University of Arkansas and various regulatory agencies and contractors to accept water from the University of Arkansas SEFOR (Southwest Experimental Fast Oxide Reactor) Facility to the Fayetteville sanitary sewer system.
- Assisted with the development of the ordinance that City Council passed amending Extra Strength Surcharges. This ordinance reduced the BOD surcharge rates to better align with costs.
- Worked with industrial users to maintain a high level of industrial user compliance. (**Exhibit 16**).
- Maintained consistent low metal loadings at the Noland WWTP. (**Exhibit 17**).

Exhibit 16

Permitted Industries' Limits Violations 1996 – 2011

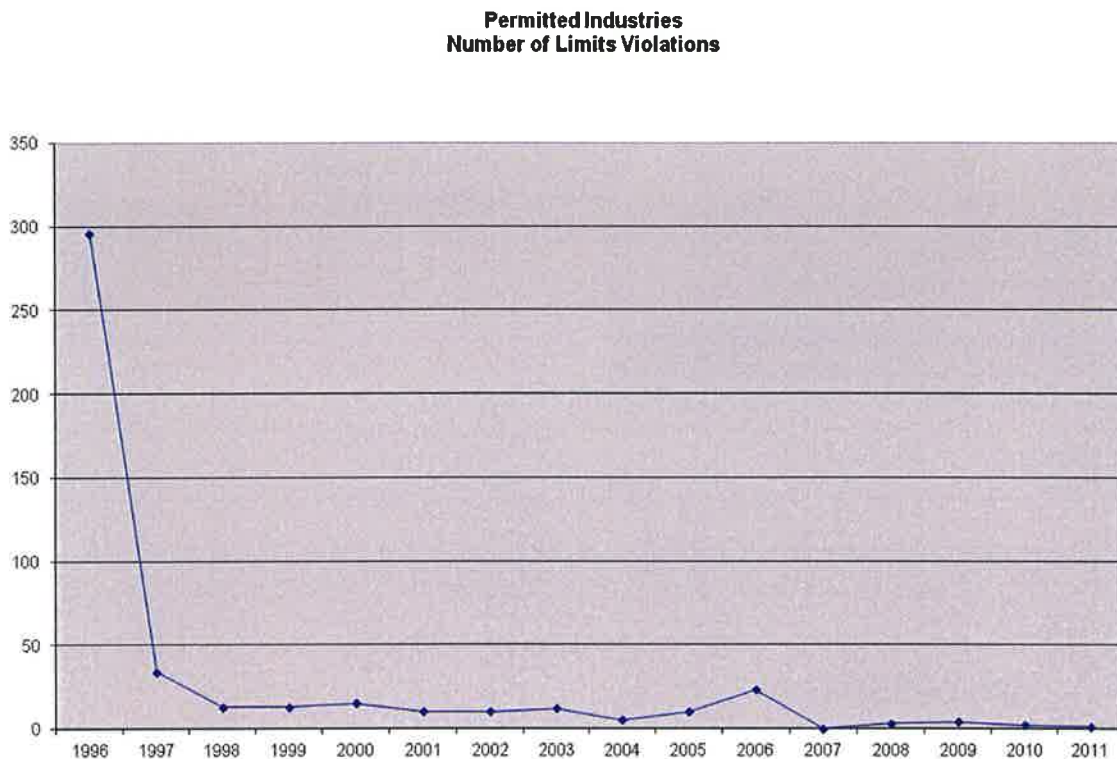
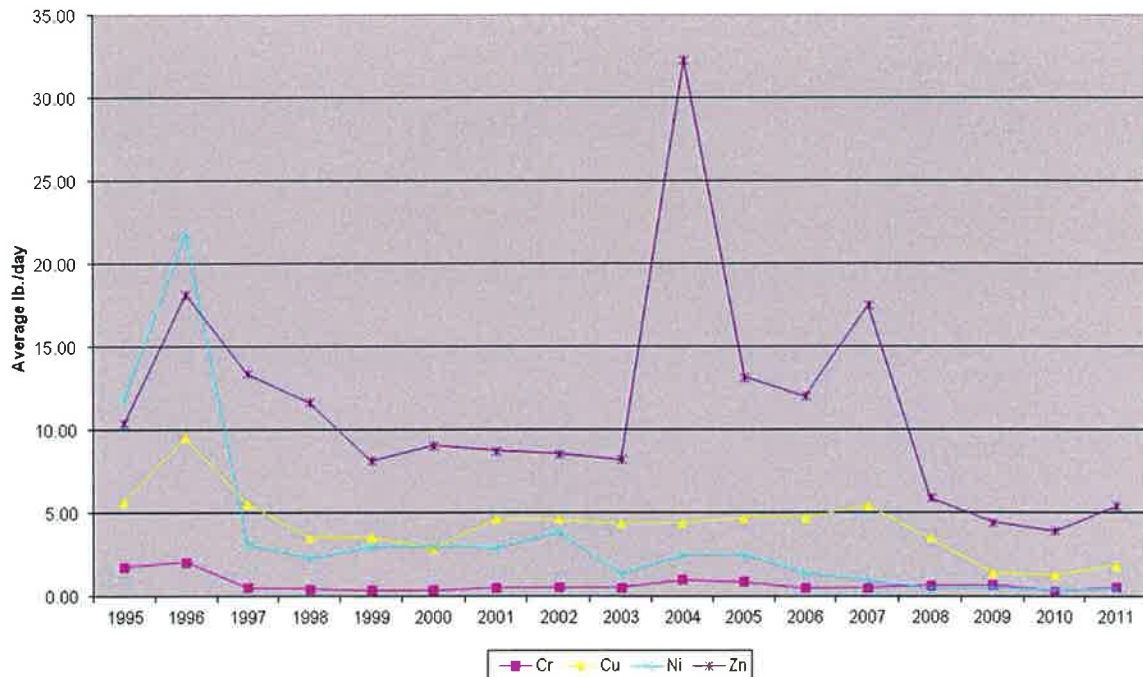


Exhibit 17 Metal Loadings

Metal Loadings



Maintenance

The Maintenance department is responsible for preventive maintenance and corrective maintenance of all equipment at the WWTPs, 38 active lift stations, vehicle maintenance, and capital improvement replacement of plant and lift station equipment. A computerized maintenance management system (CMMS) is employed to track the maintenance workload and keeps work orders flowing smoothly and efficiently. CMMS also is used to maintain equipment and parts inventory and a work order history.

In 2011, staff completed 14,864 work orders (WO) involving 13178.2 personnel hours. The breakdown of WO types is as follows:

- Preventive maintenance WOs: 13085, or 88 percent
- Corrective maintenance WOs: 1,176, or 8 percent
- Emergency maintenance WOs: 67, or 1 percent

A total of 6496.85 hours were dedicated to preventive maintenance, 6403.85 total hours were applied to corrective maintenance, and 277.5 total hours were applied to emergency maintenance responses.

Exhibit 18 displays WO types in 2011, and **Exhibit 19** displays project-wide hours for 2011.

Exhibit 18
WO Types 2011

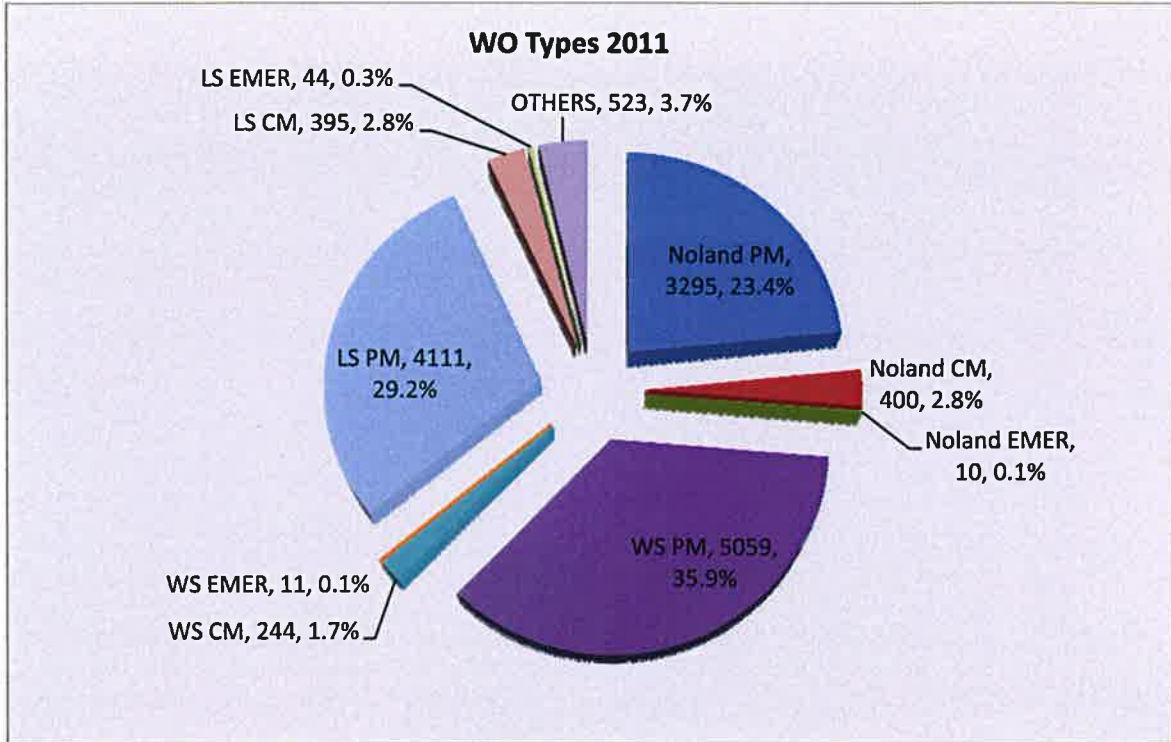
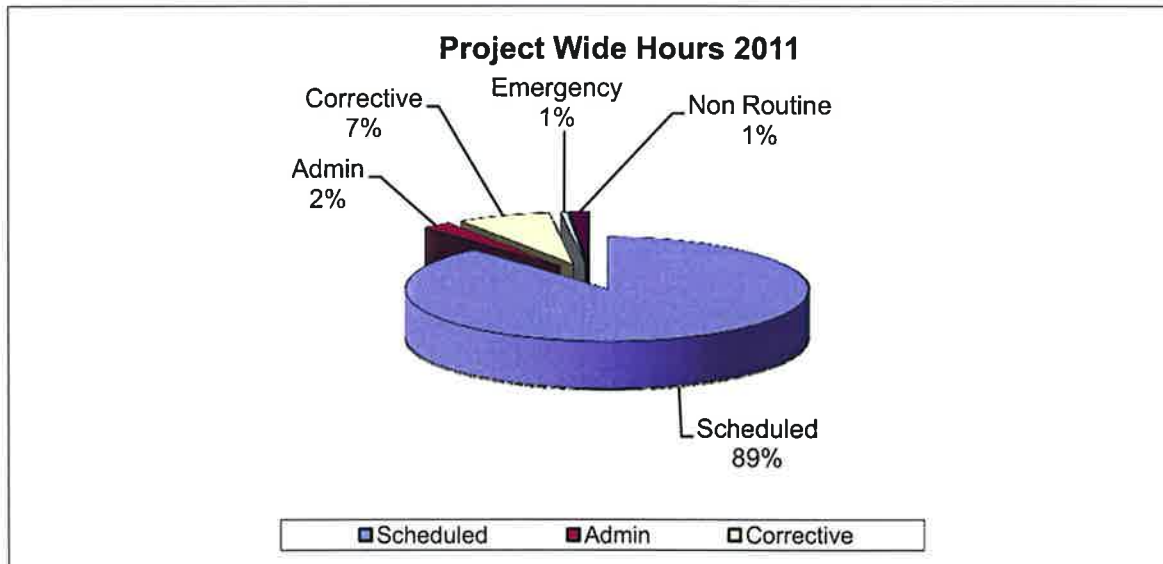


Exhibit 19
Project-wide Hours 2011



Maintenance Accomplishments

Maintenance accomplishments at the Noland WWTP included the following:

- Located and provided safe power for the HyDOZ system, which was being pilot tested by BlueInGreen as an alternative disinfection system.
- Made modification to the sludge holding tank by installing the aeration blower and the solids recirculation to the wasting tank. The intention was to provide some mixing action to the sludge and keep it from becoming septic.
- Completed the removal of the abandoned alum tank and its stabilizer cradles. Staff also formed up and poured a new slab in anticipation of the arrival of the new alum tank.
- Completed the installation of the odor control hangers and piping for the solar houses, as well had a building constructed and insulated to protect the solar house odor control system and chemicals.
- Completed the installation of the wall covering in the BMS site thermal drying building by installing vinyl siding around the inside of the building along with a three inch galvanized flashing cover to give the inside of the building a more finished and professional look.

Maintenance accomplishments at the West Side WWTP included the following:

- Staff successfully installed the new band screen in channel 3 of the West Side WWTP influent building. The installation was completed by CH2M HILL in-house staff, including plumbing and electrical work. This second band screen provides a back up screening system and allows for the primary band screen to be taken out of service for preventive maintenance and repairs.
- As soon as the secondary band screen was placed in service, staff opened up the primary band screen for inspection and found that the head shaft sprocket was damaged. OVIVO, who acquired ownership of Brackett Green (the company that manufactured the original band screen), was contacted for warranty work. Staff assisted the OVIVO's technician to repair, reassemble the band screen, and put it back in service within 3 days, once the repair effort began.
- A new platform and rail have been installed near the new influent band screen and the third influent channel. The platform and railing provide a safer environment for plant staff to perform routine maintenance on the band screen and other work around this influent channel.
- Maintenance staff also modified the grit cyclones and doubled the size of the drain pipes to eliminate overflows inside the influent building during rain events.



Maintenance accomplishments at the Lift Stations included the following:

- The new force main tie-in at the Stonebridge Meadow Phase II lift station (LS #40) was completed in January, which allowed the flow from LS #40 to be pumped to the Meadows lift station (LS #49) instead of being pumped to Stonebridge Phase I (LS #27). Previously, LS #40 accounted for approximately 83 percent of flow entering LS #27.

- Staff accepted three new lift stations in February: McDonald (LS #48), Meadows (LS #49), and Park Centre (LS #53) lift stations. The Sequoyah Preserve lift station (LS #26) was taken out of service and the flow routed into a gravity line installed by City Water & Sewer Maintenance crews.
- Staff re-engineered the manual bar rack at the Hamestring lift station (LS #7) while the Channel Monster was out for service. The modification was done in such a way that the manual bar rack could catch all the large debris and remove it in a safe manner, therefore protecting the seven 350HP pumps. The project was complete without any safety incidents.
- Completed the improvement of the chemical delivery containment area at the Hamestring lift station by installing 2-inch stainless steel angle around the perimeter of the unloading area allowing spills and wash down water to drain into the wet well. The curbed area behind the tank was formed and poured as well to prevent chemicals from running off site during loading and unloading activities.

Biosolids Management Site

The Biosolids Management Site (formerly known as the Farm Site or the Land Application Site) is comprised of 670 acres adjoining the Noland WWTP property. The site is bordered by 12 private property owners.

The year 2011 brought with it more exciting times for the BMS. Initiation of biosolids drying operations created many challenges and learning opportunities. Because of a cool and damp spring and an extremely hot early summer, we dealt with a more intense infestation of Johnson grass than normal and somewhat reduced overall hay production.

Developments in the Hay Operation at the Biosolids Management Site included the following:

- Irrigation was used 33 days, begun on 7 July and lasted thru 15 September. Due to the extreme drought last summer, we started irrigation about 30 days sooner than the previous year.
- Analysis of the soil samples taken in the Fall of 2010 showed an average pH of 6.4, therefore no lime was applied for adjustment. Fertilizer recommendations from this same analysis were 200 lbs of nitrogen and 190 lbs of potassium per acre.
- Soil sample analyses were received for the fall of 2011. These show an average pH of 6.6. This should allow for no lime needs for the 2012 season. Fertilizer recommendations for the next season from this same analysis are 200 lbs of nitrogen and 190.6 lbs of potassium per acre. Potassium needs seem to be trending up slightly.
- Herbicide application was started on 1 March and finished on 25 March.
- Hay produced during the 2011 season was less than normal average annual production by approximately 18 percent or about 400 tons. This was mainly due to the extremely hot weather during the optimum time for growth. The additional days of irrigation did not enhance the growth, but did help to keep the grass alive during this time of extreme drought. The fact that we were only able to completed three cutting cycles was also a factor, as was the slow growth during

the last part of the 2nd cutting and the first part of the 3rd cutting. We then had an early frost that cut the season short.

- The average protein content of the hay sample analysis from the University of Arkansas Extension Service Lab. was 13.60 percent. The range was 10.47 percent for the 1st cutting to 15.30 percent for the 3rd cutting. Our 1st cutting started 16 May for three cutting cycles and ended 31 October.
- We produced approx. 5000 bales or about 1900 tons. The average price per ton did increase again however, averaging \$76.99.

Developments at the Biosolids Drying Operation included the following:

- Solar house drying operation started up in May.
- Construction of the new Thermal Dryer Building and installation of the thermal dryer with trial runs started in December.
- The road for the unload basin was completed and SCADA communication has been established for the biosolids drying operations.
- Staff also completed the construction of the lift station, which returns the drainage from the biosolids drying operations to the Noland headwork. The standby generator was also placed online and worked well during power outage event.
- The Ecosorb Vapor-phase odor control system for the solar houses was installed in the beginning of December. The new odor control system has been relatively effective in mitigating odor from the solar houses.
- Staff oversaw the construction of the 30' diameter concrete base for the Class-A biosolids storage silo and the installation of a new security fence around the Biosolids Drying Operation complex.
- Staff also completed the modification of the conveyor that delivers dewatered biosolids to the feed hopper of the thermal dryer. The conveyor was inserted through the wall of the building and secured to the unload basin.
- Staff installed additional odor control misters near the solar houses for odor control. This installation utilized an odor neutralizer to minimize fugitive odor from the solar drying process while a long term solution for odor control is being researched.

Others

- Equipment changes for the BMS site last year were: Bobcat skid-steer loader, Case tractor 100HP, H&S spreader, two power conveyers for use in solar drying, New Holland wheel rake, one hay tedder for use conditioning hay for baling. Three old hay rakes were returned to the City Fleet and were sold. One semi-tractor Kenworth Unit#754 was replaced by a new Kenworth semi-tractor Unit #766.
- Staff submitted the application for the modification of the No Discharge Permit for the Noland WWTP to ADEQ on 7 November. The modification request included a revision of the waste management plan to reflect the land application of the Water Treatment Residuals. ADEQ prepared the public notice which was reviewed and published on 4 December as required.

Community and Professional Activities

CH2M HILL staff participated in several community involvement activities throughout 2011, including the following events and activities:

- Provided approximately 40 tours of the Noland WWTP, West Side WWTP, and the Biosolids Management Site for nearly 500 people ranging from elementary school students to professors and wastewater professionals.
- Hosted and provided a meeting location for several local organizations, including the Audubon Arkansas Project Learning Tree workshop, which was held twice at the Westside WWTP. The Operations staff provided a plant tour to the workshop attendees as a part of the workshop agenda.
- Assisted the Arkansas Audubon Society with its annual bird count. Participated and coordinated fundraising activities to donate essential items to Seven Hills and the Women's Shelter and the Mayor's food bank campaign: "With a Can, We Can."
- Raised more than \$1,000 through fundraising efforts and payroll deduction in support of Water for People.
- Participated in the annual United Way campaign sponsored by the City.
- Supported the Curb-The-Clutter program for the 17th consecutive year by cleaning up a section of Old Wire Road near Highway 265.
- Participated in the 80th Annual Arkansas Water Works & Water Environment Association Joint Conference in Hot Springs in May. We delivered two presentations and helped presiding over several training sessions.
- Continued the ground upkeep at the Wyman Community building near the Biosolids Management Site.
- Hosted the AWEA Specialty Conference near Morrilton on October 13 and 14. Nearly 60 wastewater professionals attended the conference, which focused on sustainable wastewater operations and maintenance via new developments and technologies.
- Our staff organized a Poker Run event for the second time on 10 September. The event raised \$250 in donations for the Meals on Wheels program in Fayetteville.
- Staff worked with William Winn to host the monthly Northwest District of the Arkansas Waterworks and Water Environment Association meeting on 14 December. Mayor Jordan came and welcomed the meeting participants. David Jurgens, Don Mar, William Winn, Tim Luther, and Duyen Tran gave presentations at this meeting. The meeting had approximately 175 registered attendees and was well received.
- CH2M HILL staff also gave presentations to and/or participated in career days at schools or at the University upon request.



Michelle Strange and Ashley Lewis preparing for Earth Day booth



Run Ad for the Meals On Wheel Fundraising Campaign

Our employees also are active at the district and state level in water and wastewater professional organizations.

- Billy Ammons, CH2M HILL Regional Business Manager, is serving his second term as the 2011-2012 Secretary Treasurer Officer for the Arkansas Water & Wastewater Managers Association. Billy continues to serve on the Board of Directors of the Beaver Watershed Alliance.
- Duyen Tran was elected President of the Arkansas Water Environment Association for the term of 2011 – 2012. Duyen also chaired the Water Environment Federation (WEF) Nominating Committee and was appointed to the 2011-2012 WEF Bylaw and Constitution Committee and elected to the WEFMAX Committee. Duyen continues to represent the Northwest District on the Arkansas Water Works & Water Environment Association board as the NWD Director.
- Bruce Richart, CH2M HILL Laboratory Director, served on the Program Committee for the Arkansas West Branch of U.S. Green Building Council, and he volunteered as the Lead Judge for the NWA Regional Science Fair.
- Laboratory Analyst Donna McChristian serves as the Newsletter Editor for the AWEA.
- Tim Luther, CH2M HILL Operations Manager, was elected to Chair the NWD AWW&WEA for the term of 2012. Tim also serves the AWEA as a Safety Chair.
- Operator Donna Fox serves on the training committee for the NWD AWW&WEA.



DJ Fox at the Leverett Elementary School Presentation

Projections for 2012

2011 has been a great year, and we look forward to many challenges awaiting us in 2012.

The NPDES permit for the Noland WWTP, which expires on May 31, 2011, has been put on hold in the renewal process. However, we have been informed that the ADEQ will likely move ahead with permit issuance in June 2012. The terms of the permit are being developed while the UAA study is near completion.

We also anticipate that the new NPDES permits, when issued, will contain monitoring or actual effluent requirements for Nitrate + Nitrite-Nitrogen. CH2M HILL's regional technical team has been assisting with process optimization in an attempt to ensure that treated effluent meets or exceeds the expected regulatory level.

The transition from land filling biosolids to fertilizer production has been relatively successful but not without challenges. The odor issue is a sensitive one that we did anticipate. We are implementing a number of actions to help minimizing the offsite odor, as well as evaluating additional steps that might be taken. At the same time, we continue to work with resources within CH2M HILL to identify additional options for dealing with the odor at hand. We also expect to begin optimization of the drying system and to enhance the marketing efforts for the fertilizer product.

CH2M HILL staff is currently working on the Lake Sequoyah dredging pilot. We hope to develop a sustainable approach for the full scale project that will meet all regulatory and implementation objectives. We look forward to participation in this project in the near future.

CH2M HILL strives to maintain continued focus on enhancing our partnership with the City by raising our own expectations for service delivery and striving to exceed contract-required performance standards. This focus has lead to O&M success, remarkable environmental protection efforts, and efficient, cost-effective WWTP O&M for the City as demonstrated throughout this report. We look forward to 2012 and the opportunity to continue to provide excellent service to the citizens of the City of Fayetteville.

