

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
December 04, 2012**

A meeting of the Fayetteville City Council will be held on December 04, 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 November 8 and November 20, 2012 City Council meeting minutes.

APPROVED

2. **University of Arkansas Razorback Road Sidewalk Cost Share:** A resolution to approve a budget adjustment in the amount of \$51,308.00 to recognize revenue from the University of Arkansas for its cost share for construction of a sidewalk along Razorback Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 223-12

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

3. **Hazardous Materials Incident Response Services Interlocal Cooperation Agreement:** A resolution providing notice pursuant to Article V of the Interlocal Cooperation Agreement for the Provision of Hazardous Materials Incident Response Services in Benton and Washington Counties of the intention of the City of Fayetteville to withdraw its participation in the agreement effective six (6) months from the date of written notification of the adoption of this resolution to the remaining participants.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 224-12

4. **Arkansas Firewise Grant:** A resolution authorizing acceptance of an Arkansas Firewise Grant in the amount of \$500.00 from the Arkansas Forestry Commission for use by the Fire Department, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 225-12

5. **Bid #12-75 Insituform Technologies, LLC:** A resolution to approve Bid #12-75 for a construction contract with Insituform Technologies, LLC for service lateral and sewer main cured in place lining in the amount of \$330,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 226-12

6. **Operations and Management Plan for Razorback Regional Greenway:** A resolution to approve the Northwest Arkansas Razorback Greenway Operations and Management Plan for Razorback Greenway Trails within Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 227-12

7. **Bid #12-74 Vance Brothers, Inc.:** A resolution awarding Bid #12-74 and approving a contract with Vance Brothers, Inc. in the amount of \$72,470.00 for asphalt micro-surfacing, and approving a ten percent (10%) project contingency.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 228-12

8. **City Depository Board:** A resolution designating members of the City Depository Board, as established by Arkansas Code §19-8-106.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 229-12

9. **2013 Community Access Television Contract:** A resolution approving a contract in the amount of \$105,000.00 with Community Access Television, Inc. to provide public access services and operate the Fayetteville Public Access Television Channel throughout the 2013 year.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 230-12

10. **Regional Wayfinding Program:** A resolution to express the Fayetteville City Council's intent to implement the Regional Wayfinding Program.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 231-12

- 11. Wayfinding Program Implementation:** A resolution to approve the cooperative agreement between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding Wayfinding Program Implementation at a potential cost of approximately \$125,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 232-12

- 12. Johnson Property Zoning Change:** A resolution agreeing to the change in zoning from commercial to residential for property located in Johnson that adjoins parcels in Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 233-12

B. Unfinished Business:

- 1. 2013 Annual Budget and Work Program:** A resolution adopting the 2013 Annual Budget and Work Program. *The motion to approve the budget failed. Then a motion to reconsider was approved. Then the resolution to approve the budget was tabled to the December 4, 2012 City Council meeting.*

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 234-12

C. New Business:

- 1. ADM 12-4259 (UDC Amendment Subdivision Regulations in the Planning Area):** An ordinance to Amend §166.05 Required Infrastructure Improvements – Development in the Planning Area and to repeal §166.08 (I) of the Unified Development Code of Fayetteville.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5546

- 2. Clear Creek Trail:** A resolution approving a request by the City of Fayetteville to modify the geographic extent and location of certain tree preservation areas pursuant to §167.04(L)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct a section of Clear Creek Trail.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 235-12

- 3. Grant Thornton Annual Audit Services:** A resolution to approve a contract with Grant Thornton, LLP in the amount of \$82,500.00 to audit the financial statements of the City.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 236-12

- 4. City of West Fork Wastewater Service:** A resolution expressing the intent of the City of Fayetteville to provide wholesale wastewater service to the City of West Fork.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 237-12

5. **Entertainment District Parking Deck Site Selection:** A resolution to select the site of the Entertainment District Parking Deck.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 238-12

6. **RZN 12-4252 (Center Street Rezoning for Eco New):** An ordinance rezoning that property described in rezoning petition RZN 12-4252, for approximately 2.75 acres, located along West Center Street, near Duncan Avenue and the northwest corner of Hill Avenue and Treadwell Street, from RMF-40, Residential Multi-Family, 40 units per acre to DG, Downtown General.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5547

7. **Repeal §31.46 Freezing Elected City Officials' Compensation:** An ordinance to repeal §31.46 Freezing Elected City Officials' Compensation if in Excess of \$80,000.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5548

D. City Council Agenda Session Presentations:

1. **Parking Deck Presentation – The Parking Deck Team (including both staff and consultants)**

E. City Council Tour:

F. Announcements:

G: Adjournment: 8:50 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.

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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.

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City Council Meeting:

December 4, 2012

Adjourn:

8:50 p.m.

Subject:	Roll				
	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan	✓			

9-0

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

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Lewis</i>			
<i>Minutes Approved passed</i> 223-12 thru 233-12	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

80

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

Subject:	2013 Annual Budget and Work Program				
Motion To:		<i>Approve</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Adams</i>			
B. 1 Unfinished Business <i>Passed</i> <i>234-12</i>	Lewis	<i>✓</i>			
	Gray	<i>✓</i>			
	Boudreaux	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Adams	<i>✓</i>			
	Mayor Jordan				

8-0

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

Subject:		ADM 12-4259 (UDC Amendment Subdivision Regulations in the Planning Area)			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:			<i>Ferrell</i>	<i>Tennant</i>	
Seconded:			<i>Boudreaux</i>	<i>Gray</i>	
C. 1 New Business <i>passed</i> 5546	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		Clear Creek Trail			
Motion To:					
Motion By:			<i>Approve</i>		
Seconded:			<i>Boudreaux</i>		
Seconded:			<i>Gray</i>		
C. 2 New Business <i>passed</i> 235-12	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

8-0

Subject:	Grant Thornton Annual Audit Services				
Motion To:		<i>Approve</i>			
Motion By:		<i>Lewis</i>			
Seconded:		<i>Ferrell</i>			
C. 3 New Business <i>passed</i> <i>236-12</i>	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

8-0

Subject:	City of West Fork Wastewater Service				
Motion To:		<i>Approve</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Gray</i>			
C. 4 New Business <i>Passed</i> <i>237-12</i>	Lewis	✓			
	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Mayor Jordan				

8-0

Subject:	Entertainment District Parking Deck Site Selection				
Motion To:	(Theater Lot) →	Amend Resolution to New Resolution	Amend to remove Section 2	Approve	
Motion By:		Boudreaux	Ferrell	Petty	
Seconded:		Gray	Tennant	Boudreaux	
C. 5 New Business Amended the resolution Passed 238-12	Lewis	✓	N	✓	
	Gray	✓	N	✓	
	Boudreaux	✓	N	✓	
	Kinion	✓	N	✓	
	Petty	✓	N	✓	
	Tennant	✓	✓	✓	
	Ferrell	N	✓	✓	
	Adams	✓	N	✓	
	Mayor Jordan				

7-1

2-6 failed

8-0

Subject:	RZN 12-4252 (Center Street Rezoning for Eco New)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Adams		
Seconded:		Ferrell	Tennant		
C. 6 New Business passed 5547	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	N	N	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				

7-1

7-1

8-0

Subject:	Repeal §31.46 Freezing Elected City Officials' Compensation				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Lewis		
Seconded:		Ferrell	Adams		
C. 7 New Business <u>Passed</u> 5548	Lewis	✓	✓	✓	
	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

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



Departmental Correspondence



www.accessfayetteville.org

LEGAL
DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: December 5, 2012

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of December 4, 2012

1. **U of A Razorback Road Sidewalk Cost Share:** A resolution to approve a budget adjustment in the amount of \$51,308.00 to recognize revenue from the U of A for its cost share for construction of a sidewalk along Razorback Road.
2. **HazMat Incident Response Services Interlocal Cooperation Agreement:** A resolution providing notice pursuant to Article V of the Interlocal Cooperation Agreement for the provision of hazardous materials incident response services in Benton and Washington Counties of the intention of the City of Fayetteville to withdraw its participation in the agreement effective six (6) months from the date of written notification of the adoption of this resolution to the remaining participants
3. **AR Firewise Grant:** A resolution authorizing acceptance of an Arkansas Firewise Grant in the amount of \$500.00 from the Arkansas Forestry Commission for use by the Fire Department and approving a budget adjustment.
4. **Insituform Technologies, LLC:** A resolution to approve Bid #12-75 for a construction contract with Insituform Technologies, LLC for service lateral and sewer main cured in place lining in the amount of \$330,000.00.

5. **Operations and Management Plan for Razorback Regional Greenway:** A resolution to approve the Northwest Arkansas Razorback Greenway Operations and Management Plan for Razorback Greenway Trails within Fayetteville.
6. **Bid #12-74 Vance Brothers, Inc.:** A resolution awarding Bid #12-74 and approving a contract with Vance Brothers, Inc. in the amount of \$72,470.00 for Asphalt Micro-Surfacing, and approving a 10% project contingency.
7. **City Depository Board:** A resolution designating members of the City Depository Board, as established by Arkansas Code §19-8-106.
8. **2013 CAT Contract:** A resolution approving a contract in the amount of \$105,000.00 with Community Access Television, Inc., to provide public access services and operate the Fayetteville Public Access Television channel through the 2013 year.
9. **Regional Wayfinding Program:** A resolution to express the Fayetteville City Council's intent to implement the Regional Wayfinding program.
10. **Wayfinding Program Implementation:** A resolution to approve the cooperative agreement between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding Wayfinding Program implementation at a potential cost of approximately \$125,000.00.
11. **Johnson Property Zoning Change:** A resolution agreeing to the change in zoning from Commercial to Residential for property located in Johnson that adjoins parcels in Fayetteville.
12. **2013 Annual Budget and Work Program:** A resolution adopting the 2013 Annual Budget and Work Program.
13. **ADM 12-4259:** An ordinance to amend §166.05 **Required Infrastructure Improvements – Development in the Planning Area** and to repeal §166.08 (I) of the Unified Development Code of Fayetteville.
14. **Clear Creek Trail:** A resolution approving a request by the City of Fayetteville to modify the geographic extent and location of certain tree preservation areas pursuant to §167.04(1)(2), **Tree Preservation And Protection**, Unified Development Code of the Code of Fayetteville, to construct a section of Clear Creek Trail.

15. Grant Thornton Audit Services: A resolution to approve a contract with Grant Thornton, LLP in the amount of \$82,500.00 to audit the financial statements of the City.

16. City of West Fork Wastewater Service: A resolution expressing the intent of the City of Fayetteville to provide wholesale wastewater service to the City of West Fork.

17. Entertainment District Parking Deck Site Selection: A resolution to select the site of the Entertainment District Parking Deck and to express the City Council's intent to replace administrative office and parking spaces lost through this project.

18. Repeal §31.46 Freezing Elected City Officials' Compensation: An ordinance to repeal §31.46 Freezing Elected City Officials' Compensation if in excess of \$80,000.00.

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Consent

AGENDA REQUEST

Added at Agenda
Session
A. 12
Johnson Property Zoning Change
Page 1 of 12

FOR: COUNCIL MEETING OF DECEMBER 4, 2011

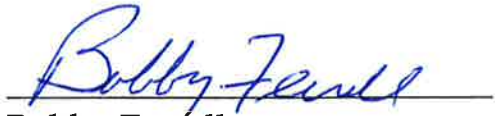
FROM:

ALDERMAN BOBBY FERRELL

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution Agreeing To The Change In Zoning From Commercial To Residential For Property Located In Johnson That Adjoins Parcels In Fayetteville

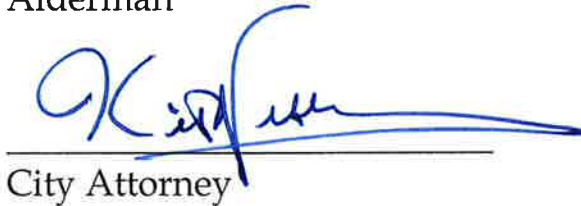
APPROVED FOR AGENDA:



Bobby Ferrell
Alderman

11-28-12

Date



City Attorney

11-21-12

Date

October 30, 2012



City of Fayetteville
Attn: Kit Williams, City Attorney
113 W. Mountain
Fayetteville, AR 72701

RE: Rezoning of Parcel #785-18132-001 & Parcel #785-18155-001
in the City of Johnson, Washington County, AR

Dear Mr. Williams:

Please let this letter serve as notice that First Security Bank is requesting a rezoning of the above-referenced property, which is located near the City's property identified as parcels numbered 765-28354-000, 765-22232-001, 765-22233-000, 785-18155-003 & 785-18155-002.

The Bank is requesting that the current zoning of C-1 be changed to R-1. The City of Johnson Planning Commission meeting on this proposal will be held on November 26, 2012 at 7:00 p.m. at the Johnson City Hall located at 2904 Main Drive in Johnson, Arkansas.

Thank you for your kind consideration.

Sincerely,

Tonya L. Patrick



**TO: Mayor Jordan
City Council**

**Kit Williams
City Attorney**

**Jason B. Kelley
Assistant City Attorney**

**CC: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Andrew Garner, Senior Planner – Current Planning**

FROM: Kit Williams, City Attorney

DATE: November 14, 2012

**RE: Rezoning request for land abutting the City of Fayetteville
A.C.A. §14-56-306 Land Use in adjacent and contiguous cities to be compatible**

First Security Bank has notified the City of Fayetteville through my office (letter attached) that it will seek rezoning of a couple of parcels of land in the City of Johnson adjoining some parcels within the City of Fayetteville. The bank will present this rezoning to the City of Johnson Planning Commission on November 26, 2012 at 7:00 p.m.

Pursuant to A.C.A. §14-56-306 (b):

“Adjoining lands within the boundary area shall remain zoned with a compatible land use until the governing body of each municipality which is adjacent and contiguous to the boundary area adopts a resolution agreeing to a change in the zoning of the lands or properties that adjoin one another and stating that the rezoning to a land use which is not compatible will not adversely impact the adjoining land or property.”

Therefore, the Fayetteville City Council will need to pass a Resolution agreeing with this proposed rezoning in order for the rezoning (if passed by the City of Johnson) to go into effect. First Security Bank should present a request for such Resolution detailing the rezoning it is requesting, the uses allowed for the proposed as well as current zoning and any other information you may need to decide whether or not to approve such rezoning.

November 16, 2012



Mayor Lioneld Jordan &
The Fayetteville City Council
113 W. Mountain
Fayetteville, AR 72701

RE: Rezoning of Parcel #785-18132-001 & Parcel #785-18155-001

Dear Mayor Jordan and Council:

First Security Bank owns approximately 20 acres located at the southern boundary of the City of Johnson and as set out on the attached survey. The property is also adjacent to a few parcels owed by the City of Fayetteville and other parties, which are located within the city limits of Fayetteville. The Bank has made application to the City of Johnson requesting the current zoning of C-1 be changed to R-1 or another appropriate classification which would allow the building of a single family residence on the property. The property was previously zoned residential until it was changed a few years ago to commercial.

The Bank currently has the property under contract with Mr. Harvey Smith, whose intent is to build a personal residence on the property. In fact, the contract is contingent upon him being able to do so.

As you can see from the survey, a good portion of the property is in the flood plain or floodway. This makes any commercial use of the property quite difficult if not impossible. Its highest and best use would be for a residence, which would leave much of the property in its natural state. This would be highly consistent with the other surrounding residential properties and with the general "rural like" setting of the area and its proximity to the proposed

P.O. Box 1246
Fayetteville, AR 72702
(479) 527-7000
Fax: (479) 527-7001
fsbancorp.com
Member FDIC

bike trail. It is my understanding that utilities are readily available, and further, a change to a residential zoning would not increase the traffic in the area or unduly increase the load on public services such as schools, water and sewer facilities as would a commercial development.

Please consider this letter as a formal request for the City of Fayetteville to pass a resolution agreeing with the proposed rezoning if said rezoning is adopted by the City of Johnson.

I have attached the application submitted to the City of Johnson and other pertinent information. This matter is currently set for consideration at the City of Johnson Planning Commission meeting scheduled for November 26, 2012.

Please let me know what further you might need in this matter.

Thank you for your kind consideration.

Sincerely,



Tonya L. Patrick

cc: Jeremy Pate, Development Services Director
Jesse Fulcher, Planning
Quinn Thompson, Planning
Kit Williams, City Attorney

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE CHANGE IN ZONING FROM
COMMERCIAL TO RESIDENTIAL FOR PROPERTY LOCATED IN
JOHNSON THAT ADJOINS PARCELS IN FAYETTEVILLE

WHEREAS, A.C.A. §14-56-306(b) requires that when adjoining land within a boundary area between two cities is sought to be rezoned, the city council of the city in which the adjoining property is located must agree to any such rezoning; and

WHEREAS, the City Council has determined that the rezoning from commercial to residential recommended by the City of Johnson Planning Commission is compatible with the adjoining lots within the City of 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 determines that the rezoning requested by the applicants, First Security Bank and Dr. and Mrs. Harvey Smith, as described on Exhibit A and as shown on the map attached as Exhibit B, is compatible with the adjoining lots within the City of Fayetteville and further hereby agrees to this proposed change in zoning of the applicants' lots.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

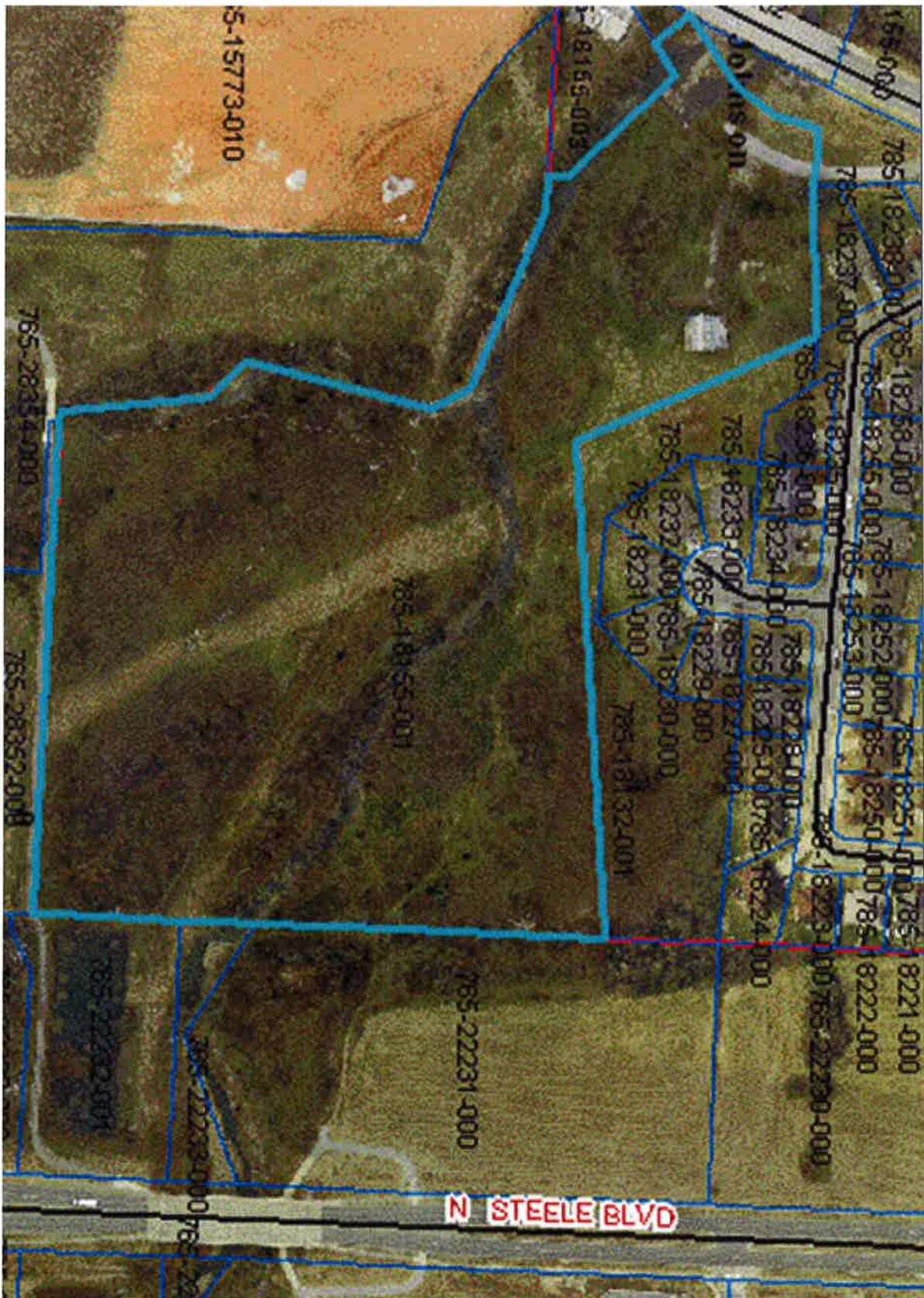
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Exhibit A

A PART OF THE NE 1/4 OF THE NE 1/4 AND A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS SOUTH 00°48'51" EAST 692.13 FEET FROM THE NE CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH 00°48'51" EAST 637.97 FEET; THENCE SOUTH 89°57'53" WEST 714.72 FEET TO THE CENTERLINE OF FRYEHLAG BRANCH; THENCE ALONG SAID BRANCH CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 10°39'51" WEST 208.28 FEET, NORTH 49°02'61" WEST 82.10 FEET, NORTH 11°08'09" WEST 220.42 FEET, NORTH 06°32'51" WEST 89.12 FEET, NORTH 51°26'51" WEST 113.40 FEET, NORTH 67°54'32" WEST 318.37 FEET, NORTH 40°38'29" WEST 190.44 FEET TO THE CENTERLINE OF THE JOHNSON ROAD; THENCE NORTH 52°49'31" EAST, ALONG ROAD CENTERLINE, 127.72 FEET; THENCE NORTH 34°30'31" EAST, ALONG ROAD CENTERLINE, 70.81 FEET; THENCE NORTH 13°24'31" EAST, ALONG ROAD CENTERLINE 67.35 FEET; THENCE NORTH 85°54'00" EAST 249.80 FEET; THENCE SOUTH 25°25'20" EAST 363.91 FEET; THENCE NORTH 84°29'40" EAST 710.80 FEET TO THE POINT OF BEGINNING, CONTAINING 17.86 ACRES, MORE OR LESS. LESS AND EXCEPT: THAT PART THAT IS WITHIN A WARRANTY DEED IN FAVOR OF THE CITY OF FAYETTEVILLE, ARKANSAS, A MUNICIPAL CORPORATION, RECORDED AS LAND DOCUMENT NUMBER 98039314 AND A QUIT CLAIM DEED IN FAVOR OF THE CITY OF FAYETTEVILLE, ARKANSAS, A MUNICIPAL CORPORATION, RECORDED AS LAND DOCUMENT NUMBER 98039316 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS.

AND,

A PART OF SECTIONS 22 AND 27, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SE CORNER OF SAID SECTION 22 AND RUNNING THENCE NORTH 0°40'30" WEST 252.79 FEET TO THE SE CORNER OF LOT 4, HENDRIX HEIGHTS SUBDIVISION; THENCE NORTH 88°00'29" FEET; THENCE NORTH 88°03'56" WEST 275.12 FEET; THENCE NORTH 83°55'10" WEST 199.52 FEET; THENCE SOUTH 88°51'20" WEST 226.21 FEET; THENCE NORTH 84°38'15" WEST 240.21 FEET TO THE CENTERLINE OF JOHNSON ROAD; THENCE SOUTH 05°25'46" EAST, ALONG ROAD CENTERLINE, 330.39 FEET; THENCE SOUTH 04°47'51" EAST, ALONG ROAD CENTERLINE, 435.35 FEET; THENCE NORTH 85°54'06" EAST 249.80 FEET; THENCE SOUTH 25°25'20" EAST 363.91 FEET; THENCE NORTH 84°29'40" EAST 740.80 FEET; THENCE NORTH 00°48'51" WEST 692.12 FEET TO THE POINT OF BEGINNING, CONTAINING 24.27 ACRES, MORE OR LESS. LESS AND EXCEPT: THAT PART THAT IS WITHIN A WARRANTY DEED IN FAVOR OF THE CITY OF FAYETTEVILLE, ARKANSAS, A MUNICIPAL CORPORATION, RECORDED AS LAND DOCUMENT NUMBER 98039314, AND A QUIT CLAIM DEED IN FAVOR OF THE CITY OF FAYETTEVILLE, ARKANSAS, A MUNICIPAL CORPORATION, RECORDED AS LAND DOCUMENT NUMBER 98039316 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS. LESS AND EXCEPT: A PART OF SECTIONS 22 AND 27, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SE CORNER OF SAID SECTION 22 AND RUNNING THENCE NORTH 00°49'39" WEST 252.61 FEET TO THE SE CORNER OF LOT 4, HENDRIX HEIGHTS SUBDIVISION; THENCE NORTH 87°57'33" WEST 282.86 FEET; THENCE NORTH 88°03'56" WEST 275.12 FEET; THENCE NORTH 83°50'09" WEST 199.59 FEET; THENCE SOUTH 88°46'48" WEST 226.18 FEET; THENCE NORTH 84°38'53" WEST 240.32 FEET TO THE CENTERLINE OF JOHNSON ROAD; THENCE SOUTH 05°28'17" EAST ALONG ROAD CENTERLINE 253.11 FEET; THENCE SOUTH 04°54'10" EAST, ALONG ROAD CENTERLINE, 512.67 FEET; THENCE NORTH 85°54'10" EAST 244.00 FEET; THENCE SOUTH 88°02'17" EAST 71.18 FEET; THENCE SOUTH 32°37'24" EAST 83.08 FEET; THENCE SOUTH 88°02'17" EAST 71.11 FEET; THENCE SOUTH 01°48'20" WEST 104.75 FEET; THENCE SOUTH 39°31'03" EAST 152.06 FEET; THENCE SOUTH 88°03'01" EAST 152.08 FEET; THENCE NORTH 43°25'01" EAST 152.06 FEET; THENCE NORTH 03°44'50" EAST 104.72 FEET; THENCE SOUTH 88°02'17" EAST 353.42 FEET; THENCE NORTH 00°44'23" WEST 534.08 FEET TO THE POINT OF BEGINNING, CONTAINING 22.23 ACRES, MORE OR LESS BEING ALL OF LENHAM HEIGHTS SUBDIVISION.



EXHIBIT

B1

3299

From: Jennifer Allen <gotreceipts@gmail.com>
To: <smith@smithdds.net>, <kwilliams@ci.fayetteville.ar.us>
Date: 11/27/2012 11:58 AM
Subject: Johnson Planning Commission 11/26/12

Dear Mr. Williams,

Please be advised that the City of Johnson Planning Commission approved rezoning of property located at 6711 Wilkerson from C-2 to R-2 at the meeting last night, 11/26/2012. This approval will go before the Johnson City Council at the December meeting on 12/11/12. No opposition is expected and we hope to get this rezoning passed with an emergency clause at this meeting.

If you need any more information, please don't hesitate to contact me by email or call me at the number listed below.

Respectfully,
Jennifer Allen, CAMC
Recorder/Treasurer
City of Johnson
(479) 521-7291
(479) 521-7292 fax

13-89
23-87

MICROFILMED

INTERLOCAL COOPERATION AGREEMENT
FOR FURNISHING HAZARDOUS MATERIALS INCIDENT
RESPONSE SERVICES IN BENTON AND WASHINGTON COUNTIES

WHEREAS, Ark. Code Ann. 14-14-910 and 25-20-101. et seq., permit counties and cities to cooperate with each other in providing public services; and,

WHEREAS, Public Law 99-499, the Superfund Amendments and Reauthorization Act of 1986 (SARA) and OSHA (Occupational Safety and Health Administration) Interim Final Rule 29 CFR Part 1910.120 place requirements on local governments concerning "emergency response" procedures to "hazardous substance" releases or incidents including, but not limited to, procedures, equipment, training requirements, and protective clothing; and,

WHEREAS, these requirements would place an extraordinary financial and manpower burden on any of the individual political jurisdictions in our two-county area; and,

WHEREAS, it would be beneficial for those jurisdictions to jointly fund and operate a Hazardous Materials Response team (HRMT) in order to most efficiently, effectively, and economically deal with such Hazardous Materials Incidents;

NOW, THEREFORE, this agreement is entered into by Benton and Washington Counties and the Cities within those Counties (as indicated on Attachment "A") and signed by the Chief Executive Officers to provide for the formation of a HRMT and the necessary resources with which to operate the HRMT as provided in this agreement.

ARTICLE I.

ORGANIZATION

A Hazardous Materials Response Team (HRMT) shall be formed by members of the emergency services agencies in Benton-Washington Counties. The personnel selection, equipment, capital and other resource needs, as well as the policies and procedures to be followed by the HRMT will be determined by the NWA Fire Chiefs Association (NWAFCFA). These policies and procedures will include training and equipment criteria and an "incident command" system to be used in Hazardous Materials responses (as required by the above mentioned laws). The NWAFCFA shall serve as the liaison with the political jurisdictions.

ARTICLE II.

PURPOSE

The purpose of this agreement is to allow the cities and counties in Benton and Washington Counties to provide an economical and efficient response to hazardous materials incidents. Federal laws and regulations have placed very

stringent requirements as "responders" to such incidents, making such responses very expensive and technically infeasible for any single political jurisdiction. It is our intent that the creation of an area-wide HMRT which could utilize shared personnel and resources would allow us a reasonable response capability within the requirements of the Federal rules.

ARTICLE III.

MANNER OF FINANCING

It is anticipated that there will be both an initial "start-up" cost and a recurring maintenance expense involved with an HMRT operation. The initial costs will include at least a vehicle, equipment, protective clothing, and training costs. This initial expense can be estimated at \$230,000. The recurring costs should not exceed \$150,000 annually for an estimated period of three (3) years. A budget for both the initial and annual costs will be submitted by the NWAFCAs annually on or near September 1. This budget shall be reviewed and considered by the County Intergovernmental Cooperation Councils (ICCs) (Act 510 of 1987). The ICCs will recommend a cost-sharing formula for the cities and counties. Each city and county will then present an appropriation ordinance to their legislative council. All appropriations to the HMRT shall be deposited with the Washington County Treasurer, who shall keep a separate fund for HMRT expenses. The NWAFCAs shall establish procedures for accessing those funds for both routine and emergency expenditures in accordance with current laws.

ARTICLE IV.

DURATION

The effective date of this agreement shall be 3/21/89 perpetual from that date unless terminated as provided in Article V.

ARTICLE V.

TERMINATION

Any participating agency may withdraw their participation in this government by six (6) months' written notice by the governing body. The HMRT may be terminated by a majority vote of both ICCs.

ARTICLE VI.

DISPOSITION OF PROPERTY

All property acquired by the HMRT shall remain in its possession until the HMRT is terminated. Upon termination of the HMRT, any acquired property will be properly liquidated as allowed by public law and assets returned to the political jurisdictions in a pro rate fashion as determined by the ICC.

This agreement has been approved by Resolution of the
City Councils or Quorum Courts of the Jurisdictions listed
below and is entered into by these Chief Executive Officers:

BENTON COUNTY:

WASHINGTON COUNTY:

ROGERS:

FAYETTEVILLE:

BENTONVILLE:

SPRINGDALE:

SILOAM SPRINGS:

GREENLAND:

LOWELL:

PRAIRIE GROVE:

CAVE SPRINGS:

LINCOLN:

GRAVETTE:

WEST FORK:

SULPHUR SPRINGS:

WINSLOW:

DECATUR:

FARMINGTON:

GENTRY:

ELKINS:

HIGHFILL:

ELM SPRINGS:

CENTERTON:

TONTITOWN:

BETHEL HEIGHTS:

PEA RIDGE:

AVOCA:

GARFIELD:

GATEWAY:

LITTLE FLOCK:

JOHNSON:

GOSHEN:



www.accessfayetteville.org

July 19, 2012

Northwest Arkansas Fire Chiefs Association

Re: Interlocal Cooperation Agreement for Furnishing Hazardous Materials Incident Response Services
in Benton and Washington Counties

This correspondence serves as notice to the member agencies of the Northwest Arkansas Fire Chiefs Association of the intent of the City of Fayetteville to withdraw its participation from the Regional Hazardous Materials Response Team. The effective date of such withdrawal is six months from the giving of this written notice pursuant to Article V of the agreement.

In accordance with Article V of the Interlocal Cooperation Agreement for Furnishing Hazardous Materials Incident Response Services in Benton and Washington Counties, we hereby notify all the member agencies of our intention to withdraw in six months time.

The Fayetteville Fire Department remains a steadfast member of the Metro Fire Chiefs Association and is committed to mutual and automatic aid throughout the region. In addition, the Fayetteville Fire Department is a participating partner in the Arkansas Association of Fire Chiefs Statewide Mutual Aid Plan.

Please do not hesitate to call on us for additional resources if you need them, just as we know we can count on the members of this organization to assist us in our hour of need.

Sincerely,

David C. Dayringer
Fire Chief
Fayetteville Fire Department

Cc: Mayor Lioneld Jordan

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON, LLP IN THE AMOUNT OF \$82,500.00 TO AUDIT THE FINANCIAL STATEMENTS OF THE CITY

WHEREAS, after being selected through the professional selection process, Grant Thornton offered and then amended its proposed contract pursuant to requests of the Finance Director and City Attorney.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached contract with Grant Thornton, LLP to prepare state required financial auditing services for the City in the amount of \$82,500.00. This annual contract will be automatically renewed for four additional one year terms unless either party notifies the other at least 30 days before the end of the term of its desire to terminate the contract.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign this contract.

PASSED and APPROVED this 18th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



November 26, 2012

Lionel Jordan
City Administration Building – City Hall
113 West Mountain Street
Fayetteville, Arkansas 72701

Grant Thornton LLP
1717 Main Street, Suite 1500
Dallas, TX 75201-4667
T 214.561.2300
F 214.561.2370
GrantThornton.com
linkd.in/GrantThorntonUS
twitter.com/GrantThorntonUS

Dear Mr. Jordan:

Thank you for discussing with us the requirements of our forthcoming engagement. This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein. Our engagement is subject to the satisfactory completion of a background investigation on the City, the City's key decision makers, other key personnel, and affiliated entities.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information, which collectively comprise the City's basic financial statements ("financial statements") of the City of Fayetteville, Arkansas as of and for the year ended December 31, 2012.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA") and the standards for financial audits of the U.S. Government Accountability Office's ("GAO") *Government Auditing Standards* ("GAGAS") issued by the Comptroller General of the United States. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. GAGAS further requires us to perform tests of the City's compliance with laws, regulations and provisions of contracts or grant agreements, in which noncompliance could have a direct and material effect on the determination of financial statement amounts. However, an audit is not designed to provide assurance on compliance or internal control over financial reporting or to identify immaterial instances of noncompliance or internal control deficiencies.



When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements or noncompliance with laws, regulations, and provisions of contracts or grant agreements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

It should be noted that because the determination of abuse is subjective, we have no responsibility to design the audit to provide reasonable assurance of detecting abuse. Abuse is distinct from fraud and noncompliance. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances.

Upon the completion of the foregoing audit and subject to its findings, we will render our report on the City's financial statements and communicate our findings in accordance with US GAAS and GAGAS. We will also render a report that includes our findings on the City's compliance with laws, regulations, and provisions of contracts or grants and internal control over financial reporting based on our audit performed in accordance with GAGAS. Such report will be considered integral to the financial statements and will be referred to in our report thereon. However, providing an opinion on compliance with those provisions or on internal control over financial reporting is not an objective of our audit and accordingly, we will not express such an opinion.

It is possible that circumstances may arise in which our report(s) may differ from its expected form and content, resulting in a modified report or disclaimer of opinion. Further, if in our professional judgment the circumstances necessitate, we may resign from the engagement prior to completion.

Required supplementary information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and pension and other postemployment benefits supplementary schedules be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This required supplementary information is the responsibility of management. We will apply certain limited procedures to the required supplementary information in accordance with US GAAS. These limited procedures consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures will not provide us with sufficient evidence to express an opinion or provide any assurance.



Other information

Management is responsible for providing us with other information that will be included in an annual report or similar document containing the audited financial statements and our auditor's report thereon. Management should provide the information prior to the release of our auditor's report. Our responsibility for such information does not extend beyond the financial information identified in our report. We do not perform any procedures to corroborate the other information contained in these documents. Professional standards require us to read the other information and consider whether the other information, or the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We will bring to management's attention any information that we believe is a material misstatement of fact.

Responsibilities of those charged with governance

Effective two-way communication with the City Council and Audit Committee (referred to as "those charged with governance") assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the City's internal control over financial reporting by setting a positive tone at the top and challenging the City's activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- violations of provisions of contracts or grant agreements and abuse that causes a material misstatement
- failure to report fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse to specified external parties when required by law or regulation. We may also be required to report such matters directly to the external party.
- significant deficiencies and material weaknesses in internal control over financial reporting
- disagreements with management and other serious difficulties encountered
- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures
- audit adjustments and uncorrected misstatements, including missing disclosures

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal



control over financial reporting and related information, and any additional information that we may request for audit purposes

- providing us with unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence
- ensuring that the City identifies and complies with all laws, regulations, contracts and grants applicable to its activities and for informing us of any known violations. The City should identify and disclose to us all laws, regulations and provisions of contracts and grant agreements that have a direct and material effect on the determination of financial statement amounts or other significant financial data.
- taking timely and appropriate steps to remedy fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report
- designing, implementing, and maintaining effective internal control over financial reporting, which includes adequate accounting records and procedures to safeguard the City's assets, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, internal control over financial reporting
- informing us of their views about the risk of fraud within the City and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- establishing and maintaining a process to address and track the status of our findings, conclusions, and recommendations, including providing management's views on such matters as well as planned corrective actions to be included in the report to management, in a timely manner. This includes informing us of findings and recommendations from previous audits, attestation engagements, or other studies that could have a material effect on the financial statements and whether any related recommendations were implemented
- informing us of any events occurring subsequent to the date of the financial statements through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures
- distributing the report(s), including the financial statements, any supplementary information, and the report(s) thereon, to those officials and organizations requiring them.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed

- significant accounting policies, alternative treatments, and the reasons for the initial selection or change in significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our reports

The inclusion, publication, or reproduction by the City of any of our reports in documents such as bond offerings and regulatory filings containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our reports should not be used for any such purposes without our prior permission. In addition, to avoid unnecessary delay or misunderstanding, it is important that the City give us timely notice of its intention to issue any such document.

The report on compliance with laws, regulations, and provisions of contracts or grant agreements and internal control over financial reporting will include a statement that restricts the use of the report to specified parties. It is intended solely for the information and use of the City Council, Audit Committee, Arkansas Division of Legislative Audit and management. This report is not intended to be and should not be used by anyone other than these specified parties. However, as required by GAGAS, unless the report is restricted by law or regulation or contains privileged and confidential information, the report is required to be made available for public inspection.

Other services

Supplementary information

Management is responsible for separately preparing combining fund financial statements and individual nonmajor fund budget to actual schedules in accordance with the format requested by management (the "applicable criteria"). Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:



- the methods of measurement and presentation of the supplementary information
- whether those methods have changed from the methods used in the prior period and the reasons for the change, if any
- any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form and content) is fairly presented in accordance with the applicable criteria.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures. Professional standards, laws, and regulations may prescribe limitations on non-audit services we may perform without impairing our independence.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter will not exceed \$77,500 with additional out-of-pocket expenses not to exceed \$5,000, will be rendered on an estimated basis based on the hours worked and are payable within 30 days of receipt.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the City, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry or government regulatory inquiries, whether made at the City's request or by subpoena, will be billed to the City separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with City council or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the City. The City agrees to ensure full cooperation with any procedures that we may deem necessary to perform.



Right to terminate services for nonpayment

In the event of nonpayment, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this Engagement Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid as agreed. Alternatively, if we elect to terminate our services for nonpayment, the City will be obligated to compensate us for all time expended and to reimburse us for all expenses through the date of termination.

Other matters

Relationship to Grant Thornton International Ltd

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("Grant Thornton International"), an organization of independently owned and managed accounting and consulting firms. References to Grant Thornton International are to Grant Thornton International Ltd. Grant Thornton International and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers

Grant Thornton may use third-party service providers, such as independent contractors, specialists or vendors, to assist in providing our professional services. The partners and staff of the member firms of Grant Thornton International or other accounting firms are also considered third-party service providers.

Grant Thornton intends to engage the following third-party service provider(s) to assist us as follows:

- Capital Confirmation, Inc. – electronic bank confirmation services
- Harvest Investments, Ltd. – valuation of investment portfolio

You hereby authorize us to disclose City information to the above named third-party service providers.

Peer review report

GAGAS requires that we provide you with a copy of our most recent triennial quality control review report. Accordingly, our May 31, 2011 Peer Review Report accompanies the Engagement Letter.

Employment of Grant Thornton personnel

When we lose a valued member of our engagement team, we not only incur significant expenses in hiring and training replacement personnel, but employment by the City may raise independence threats, which could cause us to terminate our engagement. During the term of this engagement and for one year after the services are completed, the City agrees not to solicit, directly or indirectly, or hire any of our personnel participating in the engagement without our express written consent. If the City violates this provision, the City will pay Grant Thornton a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse us for the estimated costs of hiring and training replacement personnel.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.



Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives ("Regulators"). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the City. Electronic methods include telephones, cell phones, e-mail, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The City agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards.

To the extent permitted by law and subject to all sovereign immunities available to the City, City shall accept responsibility for any damages or loss directly related to City's knowing misrepresentations or fraudulent behavior in connection with this Engagement.

If because of a change in the Entity's status or due to any other reason, any provision in this Engagement letter would be prohibited by, or would impair our independence under, laws, regulations, or published interpretations by governmental bodies, commissions, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

We both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the City and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

Authorization

This Engagement Letter sets forth the entire understanding between the City and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.



Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope. In addition, please provide the signed copies of the Engagement Letter to the City's Finance Director, Paul Becker, in order for management to acknowledge the terms herein. We appreciate the opportunity to work with the City and assure you that this engagement will be given our closest attention.

Term of Contract

This is an annual contract for the 2012 financial audit beginning December 4, 2012, to be completed in 2013. The contract contains four additional automatic renewals unless either party notifies the other party in writing 30 days before the end of the term of the contract of its desire to terminate the contract.

Sincerely,

GRANT THORNTON LLP

Dan Barron
Partner

cc: Paul Becker, Finance Director
Enc: Matters that can cause work in excess of fee estimate
May 31, 2011 Peer Review Report

Agreed and accepted by:

City of Fayetteville, Arkansas

Lionel Jordan, Mayor

Date: _____

Attest:

City Clerk/Treasurer

Date: _____

MATTERS THAT CAN CAUSE WORK IN EXCESS OF FEE ESTIMATE FOR FUTURE YEARS

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.



Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.

System Review Report

To the Partners of
Grant Thornton LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of Grant Thornton LLP (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and audits of carrying broker-dealers.

In our opinion, the system of quality control for the accounting and auditing practice of Grant Thornton LLP applicable to non-SEC issuers in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Grant Thornton LLP has received a peer review rating of *pass*.

BKD, LLP

November 30, 2011

New Business
Added at
Agenda Session
11/27/12

ALDERMAN AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF December 04, 2012

FROM: Matthew Petty

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

RZN 12-4252: (Center Street Rezoning for Eco New):

An ordinance to rezone approximately 2.75 acres located south of W. Center Street, near Harmon, Duncan and Hill Avenues, from RMF-40 to Downtown General.

APPROVED FOR AGENDA:


Council Member **Matthew Petty**

11/27/2012
Date

Packet Prepared by:


Jeremy Pate
Director of Development Services

11-27-2012
Date

11-27-12 P03:04 RCVD

WJ



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Quin Thompson, Current Planner

Date: November 26, 2012

Subject: 12-4252 RZN Center St (Eco New)

RECOMMENDATION

Staff and the Planning Commission recommend approval of an ordinance to rezone the subject property, consisting of multiple parcels containing approximately 2.75 acres in total, from RMF-40, Multi-Family Residential, 40 units per acre, to DG, Downtown General.

BACKGROUND

The subject property is located south of Center Street in the vicinity of Harmon, Duncan, and Hill Avenues. The request includes 9 separate properties all zoned RMF-40, Residential Multi-family currently and consisting of an area totaling approximately 2.75 acres. All of the parcels contain existing structures of multi-family or single-family rental uses.

This site is designated as City Neighborhood on the City Plan 2030 Future Land Use Plan. Surrounding zoning districts include RMF-24: Residential Multi-Family, 24 Units per Acre, RMF-40: Residential Multi-Family, 40 Units per Acre, P-1: Institutional, and DG: Downtown General. Surrounding property use consists of rental properties, the University of Arkansas, multi-family properties, and Fayetteville High School.

In staff's opinion the requested zoning is compatible with surrounding land use and density and is highly consistent with the goals of City Plan 2030.

DISCUSSION

This item was heard at the Planning Commission meeting November 26, 2012. Eight citizens were present to speak in favor of the rezoning, including four residents of the immediate vicinity of the request. Staff recommended in favor of the proposed zoning. The Planning Commission voted unanimously to support the rezoning request.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4252, FOR APPROXIMATELY 2.75 ACRES, LOCATED ALONG WEST CENTER STREET, NEAR DUNCAN AVENUE AND THE NORTHWEST CORNER OF HILL AVENUE AND TREADWELL STREET, FROM RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE TO DG, DOWNTOWN GENERAL

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 RMF-40, Residential Multi-Family, 40 units per acre to DG, Downtown General 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.

PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

C. 6
RZN 12-4252 (Center Street
Rezoning for Eco New)
Page 4 of 24

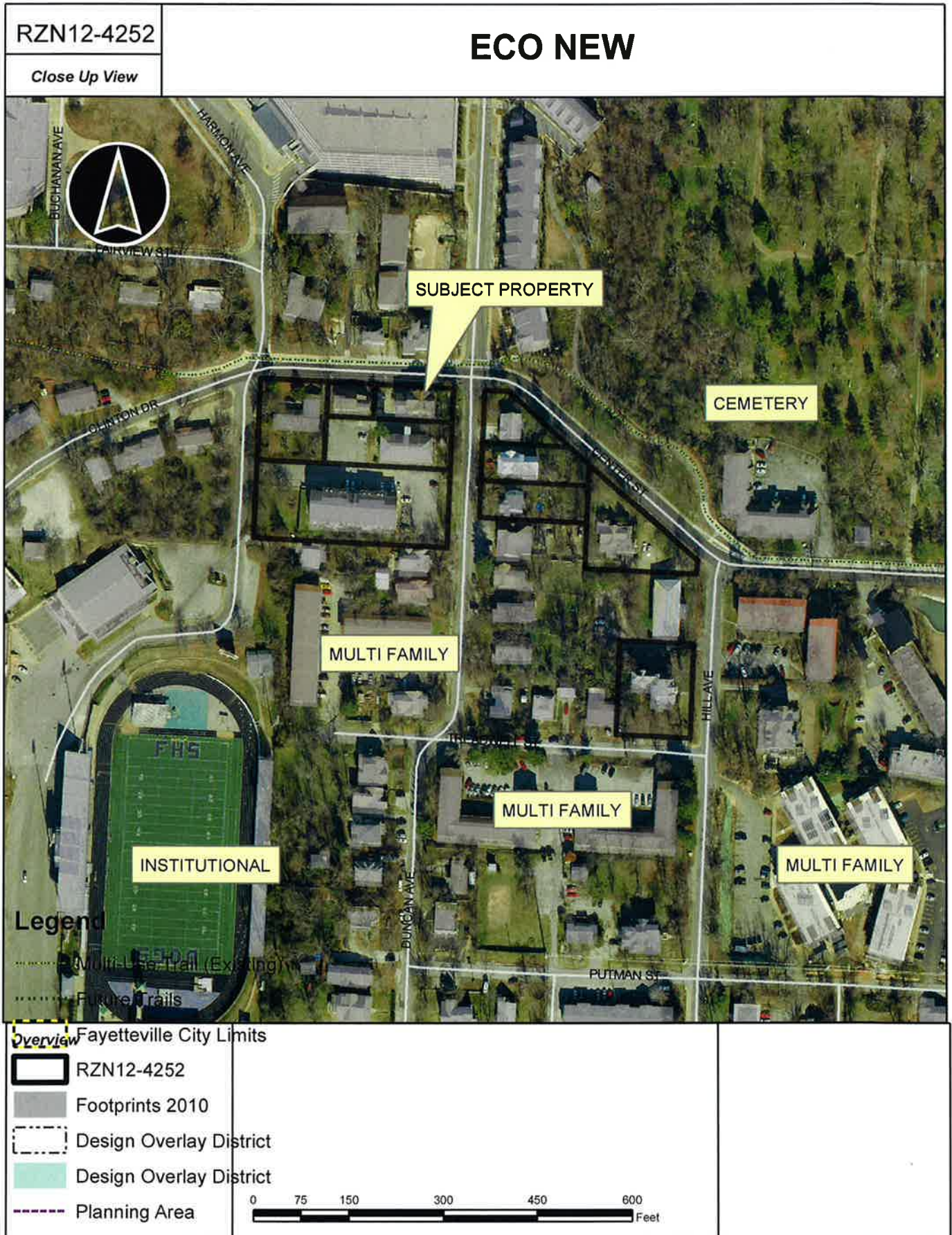


EXHIBIT "B"
RZN 12-4252

PARCEL NUMBERS: 765-04816-000, 765-04819-000, 765-04820-000, 765-04818-000, AND 765-04817-000. ALL BEING ALL OF LOT 1, BLOCK 7 OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION RECORDED IN THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY.

PARCEL NUMBER: 765-04797-000. LOT 4, BLOCK 4, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION RECORDED IN THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY.

PARCEL NUMBER: 765-04794-000. LOT 1, BLOCK 4, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION RECORDED IN THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY.

PARCEL NUMBER: 765-09775-000. THE EAST 116 FEET OF LOTS 20, 21, AND 22, OF PUTNAM'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION RECORDED IN THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY.

PARCEL NUMBER: 765-04796-000. LOT 3 IN BLOCK 4 OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION RECORDED IN THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY.

PARCEL NUMBER: 765-04795-000. LOT 2, BLOCK 4, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION RECORDED IN THE CIRCUIT CLERK'S OFFICE OF WASHINGTON COUNTY.



PC Meeting of November 26, 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: Quin Thompson, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~November 09, 2012~~, UPDATED November 27, 2012

RZN 12-4252: Rezone (W. CENTER ST. AND S.W. CORNER OF DUNCAN AVE./ECO NEW, 483/522): Submitted by JORGENSEN AND ASSOCIATES for properties located on WEST CENTER STREET AND SOUTHWEST CORNER OF DUNCAN AVENUE. The properties are zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contain approximately 2.75 acres. The request is to rezone the properties to DG, DOWNTOWN GENERAL.

Planner: Quin Thompson

BACKGROUND:

Background and property description: The request includes 9 separate properties all zoned Residential Multi-family and consisting of an area totaling approximately 2.75 acres. Surrounding zoning districts include RMF-24: RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, RMF-40: RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE, P-1: INSTITUTIONAL, and DG: DOWNTOWN GENERAL.

Area 1

Contains five properties and is bounded by Center Street on the north, and Duncan and Harmon Avenues on the east and west respectively. Surrounding land use and zoning is depicted in *Table 1*.

Surrounding Zoning and Land Use

Table 1

Direction from Site	Land Use	Zoning
North	Single Family Residential	RMF-40, Multi-Family Residential
South	Institutional (FPS)/Single Family Residential	RMF-24/RMF-40, Multi-Family Residential
East	Single Family Residential	RMF-40, Multi-Family Residential
West	Institutional(UARK)	RMF-24, Multi-Family Residential

Area 2

Contains three properties and is bounded by Center Street on the north, and Hill and Duncan Avenues on the east and west respectively. Surrounding land use and zoning is depicted in *Table 2*.

Table 2
Including Parcels

Direction from Site	Land Use	Zoning
North	Multi Family Residential	RMF-40, Multi-Family Residential
South	Multi and Single Family Residential	DG/RMF-40, Multi-Family Residential
East	Multi Family Residential	DG/RMF-40, Multi-Family Residential
West	Multi and Single Family Residential	RMF-40, Multi-Family Residential

Area 3

Contains 1 property and is bounded by Treadwell Street on the south, and Hill Avenue on the east. Surrounding land use and zoning is depicted in *Table 3*.

Table 3
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Multi Family Residential	RMF-40, Multi-Family Residential
South	Multi Family Residential	RMF-40, Multi-Family Residential
East	Multi and Single Family Residential	DG/Downtown General
West	Multi and Single Family Residential	RMF-40, Multi-Family Residential

Proposal: The applicant proposes to rezone the nine properties from RMF-40, Multi-Family Residential to **DG, Downtown General**.

Public Comment: Staff has received one public comment concerning this request. The comment was that the property at 11 South Duncan Ave is an historic property; there is a stone marker at the southeast corner that should be retained if development proceeds.

RECOMMENDATION:

Staff recommends forwarding **RZN 12-4252** to the City Council with a recommendation for **approval** based on the findings stated herein.

PLANNING COMMISSION ACTION: Required YES

Date: November 26, 2012 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: COOK Second: HOSKINS Vote: 8-0-0

CITY COUNCIL ACTION: Required YES

☐ Approved ☐ Denied

Date: December 4, 2012

CITY PLAN 2030, FUTURE LAND USE PLAN:

*City Plan 2030 designates this site as **City Neighborhood Area**. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily. Non residential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors. City Neighborhood Areas encourage complete, compact and connected neighborhoods and are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.*

INFRASTRUCTURE:

Streets: The site has access to Center Street and Duncan Avenue. Center Street and Duncan Avenue are improved two lane city streets. Street improvements will be evaluated at the time of development. The intersection of these two streets has poor sight distance. A traffic study may be necessary to evaluate the safety in this area.

Water: Public water is available to the property. There are 6" water mains along Center Street and Duncan Avenue. Public water main improvements may be necessary to provide fire flow for any proposed development.

Sewer: Sanitary sewer is available to the site. There is an 8" main at the intersection of Duncan and Center. The sanitary sewer may need to be evaluated for capacity to serve a proposed development.

Drainage: Standard improvements and requirements for drainage will be required for any

development. This property is not affected by the 100-year floodplain or the Streamside Protection Zone.

Police: The Police Department does not find that this rezoning will affect calls for service or response times. A copy of the Police Department memo is attached.

Fire: Fire Department had no comment.

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 that the proposed rezone of the properties to Downtown General would be more consistent with land use planning objectives, principles, and policies than the existing RMF-40 district. Downtown General is a flexible zoning district with uses ranging from public open spaces to residential development and business. City Plan 2030 (Future Land Use Plan) designates the area as City Neighborhood, which encourages high density residential, office, and business uses, specifically indicating that such use is desirable at intersections and along corridors.

In the RMF-40 zoning district, density is limited to forty (40) units per acre, and the land area per dwelling unit with two or more bedrooms is limited to 1,200 square feet. Building height is limited to sixty (60) feet. As the site does not border single family residential zones, there is no required building step back, however there is a ten (10) foot front building setback, a twenty (20) foot rear building setback, and an eight (8) foot side setback.

The DG zoning district does not specifically limit density, but does limit building height to four (4) stories or fifty six feet (56), whichever is less. There is no front or side building setback requirement. There is a five (5) foot rear building setback.

In staff opinion, the property is appropriate for high density residential use mixed with small scale commercial use that the DG zoning district allows. A small commercial development on the corner of Center Street and University Avenue has served the area with neighborhood shopping, restaurant, and similar services for many years. The DG zoning district allows the flexibility to develop residential projects in conjunction with small scale commercial, a benefit that the RMF-40 zone does not provide.

The DG zone also allows, with Conditional Use, certain commercial uses which could have adverse effects on the neighborhood, such as large scale commercial and gas stations.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The proposed zoning is justified by the Future Land Use Plan 2030 designation as City Neighborhood. The DG zoning would impose a more restrictive height limitation than the current zoning allows, which staff finds more appropriate for the existing neighborhood.**

Hill and Duncan Avenues and Center Street are local streets with significant traffic. The intersection of Duncan and Center with its adjacent university owned student housing, nearby parking deck, and traffic light, is particularly well suited to a dense housing/ retail model.

It should be noted that as the University of Arkansas enrollment increases, there will be continued need for student housing. The neighborhood has been housing students in single-family homes and multifamily developments for several decades due to easy proximity to campus. Providing student housing within easy walking distance to campus should eliminate hundreds of driving trips per day, as well as the off-street parking necessary near the University for those trips.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed rezone would not significantly increase traffic or congestion in the area over and above that allowed under the current zoning district regulations. The existing zoning is RMF-40, the highest density residential zoning district. Downtown General has no density limitation, but does limit building height to a maximum of 4 stories or fifty six (56) feet, whichever is less. This in effect limits the impact of the density, capping the development potential by utilizing the form (height in this case) of the future development.**

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: **Increased load on public services were taken into consideration and recommendations from the Engineering, and Police Departments and are included in this report. The proposed zoning change to DG should have no discernable impact on public services as the site is directly adjacent to public infrastructure, however future development will require improvements to public infrastructure with potential requirements for off-site improvements.**

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: **Not applicable.**

161.15 District RMF-40, Residential Multi-Family – Forty Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	40 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home park	3,000 sq. ft.
Townhouses & Apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
The principal façade of a building shall be built within a build-to zone that is located between 10 feet and a line 25 feet from the front property line.	8 ft.	20 ft.

Cross reference(s)--Variance, Ch. 156.

(F) *Building height regulations.*

Building Height Maximum	60 ft.
-------------------------	--------

Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

(H) *Minimum buildable street frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.25 Downtown General

(A) *Purpose.* *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not

categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
---------------------------	--------

(2) *Lot area minimum. None.*

(E) *Setback regulations.*

Front	The principal façade of
-------	-------------------------

	a building shall be built within a build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Minimum buildable street frontage.* 50% of lot width.

(G) *Height regulations.* Maximum height is 4 stories or 56 feet which ever is less.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)



JORGENSEN & ASSOCIATES

CIVIL ENGINEERS • SURVEYORS

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.
JARED S. INMAN, P.E.

C. 6
RZN 12-4252 (Center Street
Rezoning for Eco New)
Page 15 of 24

11/21/12

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Development Services
Re: Rezoning Request

Please accept this request to rezone the following parcels located off of Center Street, Harmon Avenue, & Duncan Avenue: 765-04816-000, 765-04817-000, 765-04818-000, 765-04819-000, 765-04820-000, 765-04794-000, 765-04795-000, 765-04796-000, 765-04797-000, & 765-09775-000.

- A. The current owners of these sites are: 765-04816-000 (Lloyd Foults), 765-04819-000, 765-04820-000, 765-04818-000 & 765-04817-000 are owned by Casa American Inc, 765-04794-000 (Bennett, Clinton), 765-04795-000 (Woodruff, Nathan), 765-04796-000 (Horne, William), 765-04797-000 (Kilgore, Marie Revocable Trust), & 765-09775-000 (Treadwell, LLC).
- B. Currently this property is zoned RMF-40. The reason for the requested *DG (Downtown General)* is that the current zoning limits the ability of this property to reach its maximum potential. Under RMF-40, a desirable density in terms of residential use could only be met by making every unit within a planned development, 4 beds per unit.
- C. This proposed rezoning will mesh well with surrounding uses; currently the majority of the uses around this property are for either Fayetteville High School or for the University of Arkansas. In particular, the campus of the UofA has several notable facilities within close proximity: Yokum Hall, which is 10 stories and houses 527 beds, Humphrey's Hall, which is 9 stories and houses 435 beds, and the Harmon Avenue Parking Garage, which has 2,149 parking spaces and is 9 stories, and Duncan Avenue Apartments, which has a 200 bed capacity. The Fayetteville High School campus is to the south and contains a normal mix of uses on its campus from arts, academics, and athletics. The immediate surroundings adjacent to this property contain a mix of multi-family apartment dwellings with some single structure houses that contain a few owner occupied, however the majority are leased units. Some of the adjacent properties are already zoned DG; therefore the natural nexus would be to allow the adjacent requested parcels to match this current zoning. The majority of these uses develop moderate traffic, therefore a Downtown General zoning would be within line. Aesthetically the surrounding uses range from multi-story structures to the north to adjacent residential multi-family – a Downtown General zoning would promote a complimentary structure to its surroundings. Signage for the adjacent structures are typical monumental signs for campus callouts and any signage associated with this property's rezoning wouldn't be out of line with adjacent examples.
- D. An 8" sewer line currently lies on the southeast property line and also in the northeast corner; having two access points to these sized lines should provide sufficient capacity for development of this property. A 12" water main runs along Clinton Drive, then heads north along Harmon, a 6" water main runs along both Center Street and Duncan Avenue; given these assumptions, sufficient capacity seems to be available.

- E. Rezoning this property to Downtown General fits within the City's Future Land Use Map, as the majority of the adjacent land to the south and east, is called out as 'City Neighborhood Area', while the University's land use is called out as 'Non-Municipal Government' (mix of research, teaching, retail, and housing). Downtown General taken from the City's description, is a flexible zoning, and is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center zonings. In terms of density, there is dense housing on the campus to the north and less intense to the south, this property would provide an appropriate transition and fits within the future intended use.
- F. This zoning is appropriate at this time and is necessary to meet the current and future market needs; as the university campus continues to expand, its important to provide housing needs as close to campus as possible. This alleviates the necessity for the University its self to provide much needed housing, and allows their campus land to be developed to meet other intended needs beyond housing.
- G. This rezoning will increase traffic to this region; however this property is adjacent to major sources of high volume traffic and the surrounding areas are already accustomed to such high volumes of traffic.
- H. Rezoning this property will increase population density, which will benefit this city with infill and help negate urban sprawl, which is not in line with the City's 2030 Plan. Public services are in-place and have the capacity to support this rezoning. This type of zoning aids in producing taxes for the public school system, without adding a head count to the system, thus being an added benefit to the public.
- I. The current zoning limits the ability of this property to reach its maximum potential. Under RMF-40, a desirable density in terms of residential use could only be met by making every unit within a planned development, 4 beds per unit. 4 beds per unit is not always the most desirable or effective application of a unit. 1 to 2 bed units are becoming more desirable and often have a higher retention rate; therefore, to meet the desirable density for this development, more 1 to 2 bed units would have to be built, where the effective bedroom count could be met, but by definition of a 'unit' the density would be artificially higher than what an RMF-40 zoning would allow. Furthermore, Downtown General would support the surrounding uses more appropriately.

We ask that you please consider this rezoning. Please contact us if you have any questions.

Sincerely;


Blake E. Jorgensen, P.E.



JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

November, 26, 2012

Dear Planning Commission,

My name is Mikel Lolley. I live at 20 S. Hill Avenue. I support the Rezoning Request for the Putman Addition located in the block at Center Street and Hill Avenue, and Treadwell Street and Hill Avenue.

Our neighborhood has changed significantly from when it was annexed into the City of Fayetteville as the Putman Addition 100 years ago –Fayetteville's first suburb. This down zoning from RMF-40 to Downtown General is a more appropriate zoning for when this neighborhood was conceived.

The Putman Addition goes back in the County archive records to 1838, the same year that Fayetteville was incorporated and the same year that Arkansas achieved Statehood.

Before it was the Putman Addition, the original 80 acres comprised the Putman family farm. I actually live in home built in 1903 by L.R.Putman, the grandson of Redding Putman one the first settlers to settle in Fayetteville.I digress...

The setbacks for Downtown General are more appropriate for the existing fabric of buildings within the Putman Addition from Center Street to the north to Martin Luther King Blvd. to the south, and better suited for infill development.

The street scape for Downtown General is more appropriate for when the Putman Addition was annexed into the city, and is only reinforced by the increased pedestrian traffic walking through the neighborhood on their way to work, or to class at the UofA.

We love the walkability, the density and the diversity of our immediate neighborhood. We have always known that with the future growth of the both the UofA and the City of Fayetteville, we would see nothing but increased pressure on our neighborhood. Still we continue to invest in this neighborhood with the understanding that this neighborhood will continue to change and become increasingly walked, dense and diverse given its location.

We coexist with the traffic that is in our neighborhood, and understand that it will continue as the neighborhood becomes increasingly central, sandwiched between two cities for the UofA and Downtown. Why drive when it's easier and cheaper to walk? It's why we live downtown.

Planning Commissioners -- Please support the rezoning request for the Putman Addition.

Sincerely, Mikel C Lolley

20 S. Hill Ave. / Fayetteville AR 72701 / 479.841.7801 / mikel.lolley@gmail.com

Cindy Monreal - Please Support Rezoning for Eco New

From: "Sarah Marsh" <sarah@studioTanglewood.com>
To: <jpate@ci.fayetteville.ar.us>, <cmonreal@ci.fayetteville.ar.us>
Date: 11/26/2012 4:37 PM
Subject: Please Support Rezoning for Eco New

Hi Jeremy and Cindy,

Would you please forward my letter to the Planning Commissioners prior to tonight's meeting?

Thanks,
-Sarah

Planning Commissioners:

Please support the rezoning of the property located at W. Center St. and Duncan Ave from RMF-40 to Downtown General for the construction of Eco New.

I support this request for the following reasons:

- Consistency with City Plan 2030
 - The rezoning request will enable opportunities for attainable infill housing along a transit and trail corridor within walking distance of downtown and the University.
- Provides a housing type that is needed
 - As someone who has been looking to rent a new house or apartment within walking distance of downtown, I'm very concerned about the lack of options and the poor condition of the properties available. I've looked at houses with zero insulation, window panes falling out, scary looking electrical and heating systems, and rusty metal showers. Meanwhile there are seemingly a million single-family homes in the auto-dependent suburbs just begging to be rented. We absolutely MUST encourage energy-efficient housing in a variety of sizes and typologies within walking distance of downtown. This rezoning request would be another big step towards a solution.
- Good for our local economy
 - By enabling more people to live downtown, we are putting more consumers in areas with high concentrations of local businesses. Dollars spent at local businesses recirculate in our local economy at a much higher percentage than dollars spent at franchises and chain stores.
 - A recent study showed that for every dollar spent on energy, 97 cents leaves our state. Reducing our energy consumption through the construction of energy-efficient housing in walkable communities keeps our dollars in our community instead leaking out our roofs and tail pipes into the hands of big energy.
- Trusted partners in development
 - Specialized Real Estate Group and Modus Studio, the developers and architects on the proposed

project, did an excellent job on their award-winning previous development, Eco-Modern Flats. Eco-Modern is a model of energy-efficiency, environmental stewardship, neighborhood revitalization, and excellence in design. They have earned our confidence and support in this new development which seeks to give our community another project to be proud of.

Thank you,
Sarah Marsh

Sarah Marsh
Alderman-Elect, Fayetteville City Council, Ward 1
Facilitator, Fayetteville Forward Green Economy Group



Sarah Marsh, bArch, LEED AP
Tanglewood Design & Consulting

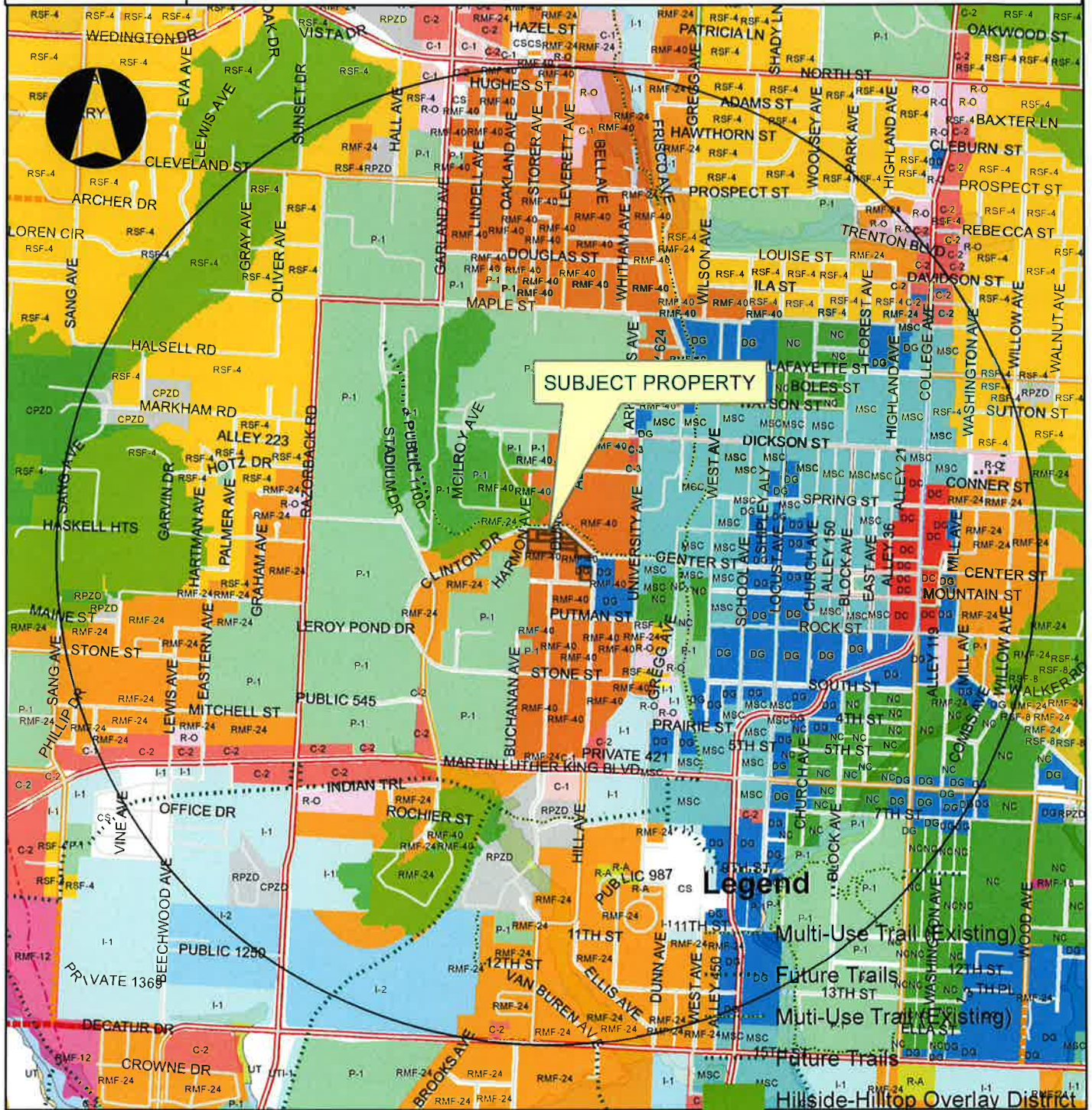
Sustainability Consulting | Design Services
479.799.0393 | sarah@studioTanglewood.com



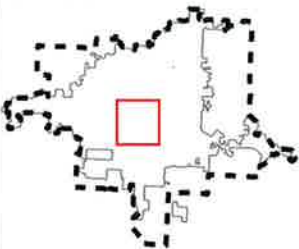
RZN12-4252

ECO NEW

One Mile View



Overview



Legend

Subject Property

RZN12-4252

Boundary

0

0.25

0.5

RZN12-4252

Design Overlay District

Planning Area

Fayetteville

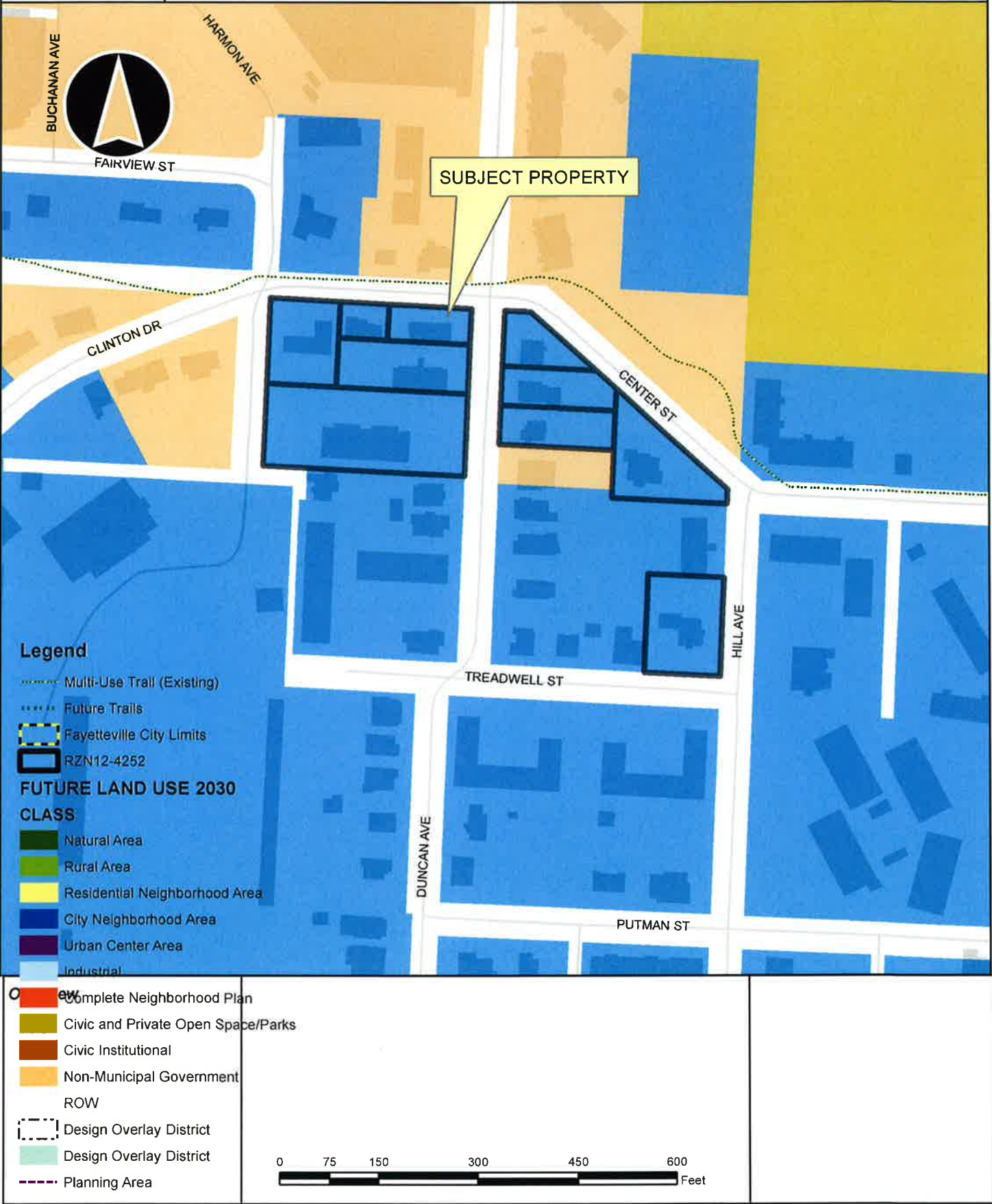
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Miles

RZN12-4252

ECO NEW

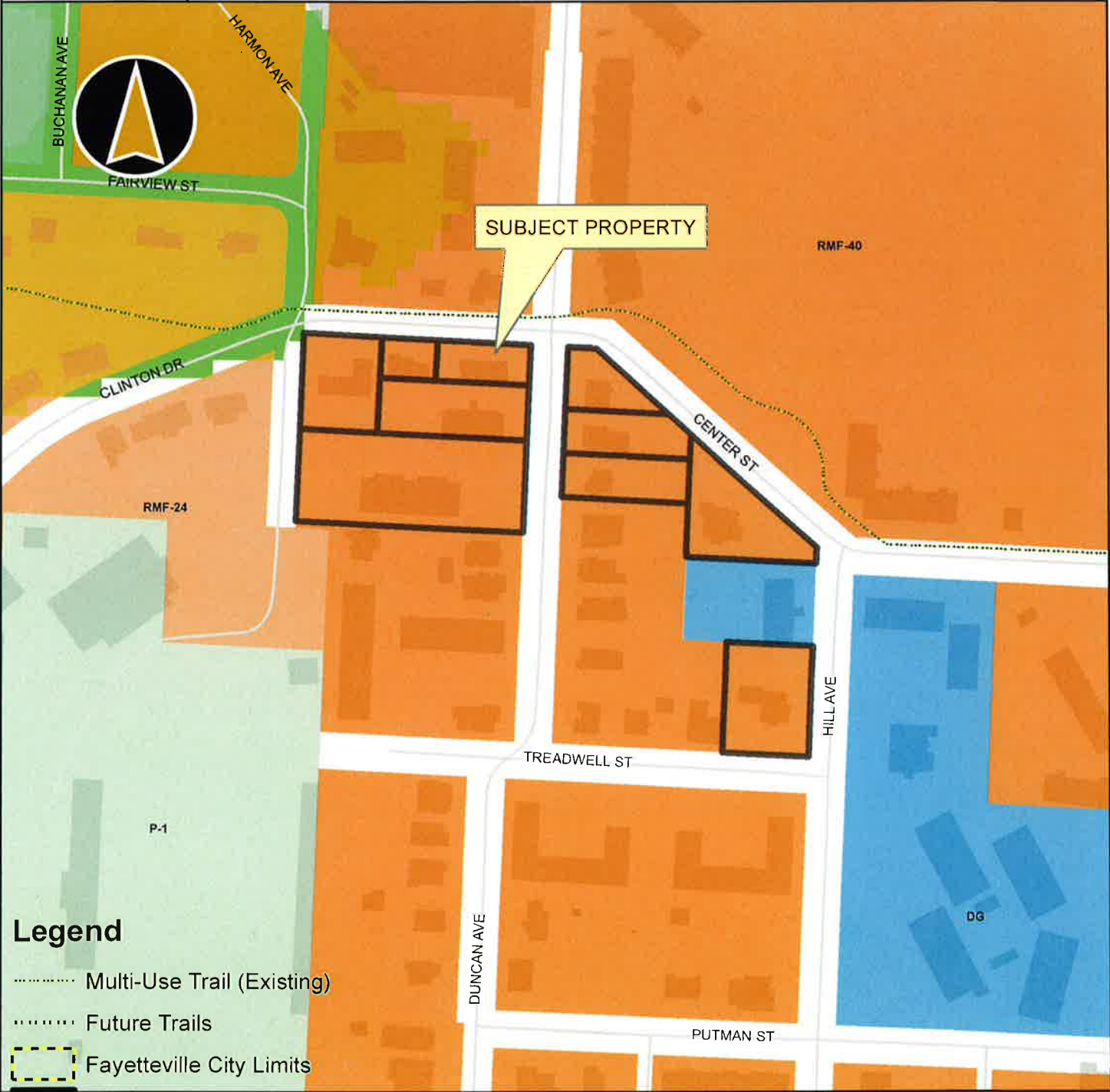
Future Land Use



RZN12-4252

ECO NEW

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

Overview

RZN12-4252

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



New Business
Added at Agenda
Session 11-27-12

AGENDA REQUEST

C. 7
Repeal §31.46 Freezing Elected
City Officials' Compensation
Page 1 of 18

FOR: COUNCIL MEETING OF DECEMBER 4, 2012

FROM:

PAUL BECKER, FINANCE DIRECTOR

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Repeal §31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.00

APPROVED FOR AGENDA:

Paul a. Becker
Finance Director

11-21-2012
Date

K. J. [Signature]
City Attorney

11-21-12
Date

[Signature]
Chief of Staff

11-26-12
Date

[Signature]
Mayor

11/27/12
Date

11-27-12 P03:04 RCVD

WJ



www.accessfayetteville.org

TO: Kit Williams, City Attorney

CC: Mayor Lioneld Jordan
City Council Members

FROM: Paul Becker, Finance Director PAB

DATE: November 27, 2012

SUBJECT: Ordinance No. 5214, (Freezing Elected City Officials Compensation of in excess of \$80,000)

In January of 2009, the City Council chose to freeze Elected Officials compensation for those officials making in excess of \$80,000, and the officials affected concurred with that decision. At that time, the City was facing significant revenue declines and the Mayor with the concurrence of the City Council, froze general employee wages as of July 1, 2009. Revenue continued to fall for the rest of 2009 and continued to decline until August of 2010. Since August of 2010, sales taxes have been increasing. Other revenue sources have also been increasing, but to a lesser degree. Because of these revenue increases the Mayor recommended and the Councils' approval that wage increases be given in March of 2012 to General Employees.

Because of these improved economic conditions I feel the freezing of Elected Officials is no longer necessary and recommend that Ordinance No. 5214 be rescinded.



Departmental Correspondence

www.accessfayetteville.org

LEGAL
DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: **Paul Becker**, Finance Director

FROM: **Kit Williams**, City Attorney

DATE: **November 27, 2012**

RE: **Repeal of §31.46**

Finance Director Paul Becker has recommended that due to improved economic conditions for the City of Fayetteville §31.46 **Freezing Elected City Officials' Compensation If In Excess of \$80,000.00** be repealed.

Four years ago, the nation and the City of Fayetteville were falling into the deepest recession since the Great Depression. Sales tax revenue was falling with no end in sight. It was obvious that the City would have to tighten its belt dramatically so that budgeted employee raises in 2009 might have to be stopped (which they were for employees expecting raises after July 1, 2009).

In light of this likely hardship for city employees, Mayor Jordan and I believed we should rollback the normal, code required compensation increase we had received on January 1, 2009. If all city employees could not receive wage increases in 2009, neither should we. So we asked the City Council to rollback our compensation to what our positions had been paid on January 1, 2008. Mayor Jordan also voluntarily gave up the Mayor's \$5,000.00 annual automobile expense payment.

Mayor Jordan and I also requested that the salary of all elected officials earning more than \$80,000.00 be frozen. This affected Mayor Jordan, District Judge Moore and myself. When we presented this to the City Council, Alderman Bobby Ferrell requested that I draft an amendment to require an annual review (by December 10th) by the City Council to determine "whether the City's financial

condition justified the continuation of this freezing of compensation for elected officials earning in excess of \$80,000.00.” The City Council amended the proposed Ordinance to include this language. I have attached parts of the agenda packet and City Council minutes approving the ordinance for your information.

The City Council needs to determine whether the City’s financial condition justifies:

- (1) The repeal of §31.46 **Freezing Elected City Officials’ Compensation If In Excess Of \$80,000.00;**
- (2) Passage of a Resolution pursuant to §31.46 to unfreeze the compensation only for the year 2013;
- (3) Passage of a Resolution pursuant to §31.46 to continue the freeze of compensation for 2013.

I have drafted the Ordinance recommended by Finance Director Paul Becker as well as both Resolutions so that the City Council has full discretion whether or not to unfreeze the compensation for the Mayor, City Attorney and District Judge.

I know I speak for Mayor Jordan as well as myself when I affirm to you that it is my honor and pleasure to continue to serve our City and citizens whether it be at the 2008 compensation level or whether the City Council decides to unfreeze our compensation because the economic conditions for Fayetteville have improved.

I have asked Budget Director Kevin Springer to determine what percentage increase an unfreezing of our compensation would result in on January 1, 2013. The compensation for the City Clerk, District Judge and myself would increase **3.7%** which is “the average percentage pay increase granted to regular full time non-civil service city employees during the previous calendar year (2012).” §31.18, §31.30 and §31.45 of the Fayetteville Code. The increase for Mayor Jordan would be **4.05%** which is “5% greater than the average of the salaries of each chief and the department directors reporting to the Mayor.” §31.17 of the Fayetteville Code.

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL §31.46 FREEZING ELECTED CITY
OFFICIALS' COMPENSATION IF IN EXCESS OF \$80,000.00**

WHEREAS, on January 20, 2009, the City of Fayetteville (as a part of the Great Recession) faced declining revenues and the likely necessity to cut city expenses; and

WHEREAS, the Mayor and City Attorney voluntarily requested and the City Council approved to roll back the Mayor's and City Attorney's salaries to the 2008 level; and

WHEREAS, the Mayor and City Attorney requested that their salary and the salary of other elected officials earning more than \$80,000.00 be frozen "because of the difficult economic conditions" and because it would be likely necessary to freeze other city employee salaries sometime in 2009; and

WHEREAS, Alderman Ferrell proposed an amendment of this proposed ordinance which was approved by the City Council to require annual determinations by the City Council by December 10 "whether the City's financial condition justifies the continuance of this freezing of compensation for elected officials earning in excess of \$80,000.00."

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the financial condition of the City of Fayetteville has improved during the last four years such that it is no longer necessary to continue the four year freeze of the salaries of the Mayor and City Attorney nor the three year freeze of the salary of the District Judge and therefore repeals §31.46 **Freezing Elected City Officials' Compensation If In Excess Of \$80,000.00** in its entirety.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. _____

**A RESOLUTION TO DETERMINE THAT THE CITY'S FINANCIAL
CONDITION JUSTIFIES UNFREEZING THE ELECTED OFFICIALS
SALARIES FOR 2013**

WHEREAS, on January 20, 2009, the City of Fayetteville (as a part of the Great Recession) faced declining revenues and the likely necessity to cut city expenses; and

WHEREAS, the Mayor and City Attorney voluntarily requested and the City Council approved to roll back the Mayor's and City Attorney's salaries to the 2008 level; and

WHEREAS, the Mayor and City Attorney requested that their salary and the salary of other elected officials earning more than \$80,000.00 be frozen "because of the difficult economic conditions" and because it would be likely necessary to freeze other city employee salaries sometime in 2009; and

WHEREAS, Alderman Ferrell proposed an amendment of this proposed ordinance which was approved by the City Council to require annual determinations by the City Council by December 10 "whether the City's financial condition justifies the continuance of this freezing of compensation for elected officials earning in excess of \$80,000.00."

**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 determines that the financial condition of the City of Fayetteville has improved during the last four years such that it is no longer necessary to continue the four year freeze of the salaries of the Mayor and City Attorney nor the three year freeze of the salary of the District Judge for 2013.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. _____

A RESOLUTION TO DETERMINE THAT THE CITY'S FINANCIAL
CONDITION DOES NOT JUSTIFY UNFREEZING THE ELECTED
OFFICIALS SALARIES FOR 2013

WHEREAS, on January 20, 2009, the City of Fayetteville (as a part of the Great
Recession) faced declining revenues and the likely necessity to cut city expenses; and

WHEREAS, the Mayor and City Attorney voluntarily requested and the City Council
approved to roll back the Mayor's and City Attorney's salaries to the 2008 level; and

WHEREAS, the Mayor and City Attorney requested that their salary and the salary of
other elected officials earning more than \$80,000.00 be frozen "because of the difficult economic
conditions" and because it would be likely necessary to freeze other city employee salaries
sometime in 2009; and

WHEREAS, Alderman Ferrell proposed an amendment of this proposed ordinance
which was approved by the City Council to require annual determinations by the City Council by
December 10 "whether the City's financial condition justifies the continuance of this freezing of
compensation for elected officials earning in excess of \$80,000.00."

**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 determines
that the financial condition of the City of Fayetteville has not improved sufficiently during the
last four years to justify ending the four year freeze of the salaries of the Mayor and City
Attorney nor the three year freeze of the salary of the District Judge for 2013.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

AGENDA REQUEST

OR 15
1/20/09
5314

FOR: COUNCIL MEETING OF JANUARY 20, 2009

FROM:

KIT WILLIAMS, Fayetteville City Attorney

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

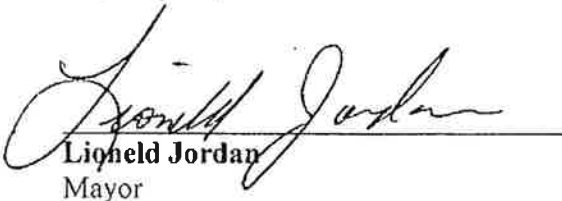
An Ordinance To Amend Chapter 31: City Officials By Repealing §31.17 (D) And Enacting A New §31.46 Freezing City Officials' Compensation If In Excess Of \$80,000.00

APPROVED FOR AGENDA:



Kit Williams
City Attorney

January 2, 2009
Date



Lionel Jordan
Mayor

1/2/09
Date



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

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



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: City Council

THRU: Lioneld Jordan, Mayor

FROM: Kit Williams, City Attorney

DATE: January 2, 2009

RE: Rollback of Mayor and City Attorney's salary to 2008 levels

Mayor Lioneld Jordan has requested that I prepare an ordinance that rolls back the mayor's salary to its 2008 level (negating the annual increase effective January 1st of each year). Mayor Jordan has also requested that his compensation be reduced by an additional \$5,000.00 by repealing §31.17 **Mayor's Compensation**, subsection D, the "annual automobile allowance of \$5,000.00"

Because of what appears to be the nation's continuing severe economic problems, I share Mayor Jordan's concerns that the City of Fayetteville will not be immune from what could be a substantial and long term recession. Therefore, I have also agreed to roll back my salary to its 2008 level (negating the normal January 1st percentage increase based upon the average salary increase of all non-uniformed employees).

Mayor Jordan will present these ordinances for your review during the first City Council Agenda Meeting in January and will ask that they be approved by the City Council during the following City Council meeting. Mayor Jordan will also present an ordinance which would freeze any elected official's salary once it exceeds \$80,000.00 until the economy recovers and city revenues rebound sufficiently to ensure that all city employees can continue to receive normal merit or step raises pursuant to the City Council approved pay plan. I also join Mayor Jordan's request on this issue.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 31: CITY OFFICIALS
BY REPEALING §31.17 (D) AND ENACTING A NEW §31.46
FREEZING ELECTED CITY OFFICIALS' COMPENSATION IF
IN EXCESS OF \$80,000.00**

WHEREAS, the national economic climate is in a prolonged and severe recession which threatens the City of Fayetteville's revenue stability; and

WHEREAS, until the national economy recovers and City of Fayetteville revenue growth rebounds, City Officials earning more than \$80,000.00 should receive no further raises based upon the formulas set forth in this Chapter; and

WHEREAS, this freezing of those salaries may allow city employees earning less than \$80,000.00 to continue to receive merit or step increases to at least partially keep up with inflation; and

WHEREAS, Mayor Jordan requests that his salary also be reduced by repealing the \$5,000.00 annual automobile allowance established by Ordinance No. 3659 of December 1, 1992.

**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 Chapter 31: City Officials by repealing §31.17 Mayor's Compensation, subsection (D) in its entirety.

Section 2: That the City Council of the City of Fayetteville, Arkansas, hereby amends Chapter 31: **City Officials** by enacting a new §31.46 as follows:

"31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.00

"Because of the difficult economic conditions, the compensation of any elected City Official earning in excess of \$80,000.00 shall be frozen and not increased pursuant to the formulas in §§ 31.17, 31.18, 31.30, and 31.45."

PASSED and APPROVED this 20th day of January, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**City of Fayetteville Arkansas
City Council Meeting Minutes
January 20, 2009**

A meeting of the Fayetteville City Council was held on January 20, 2009 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

ABSENT: Alderman Gray

Pledge of Allegiance.

Mayor's Announcements, Proclamations and Recognitions: None

Presentations, Reports and Discussion Items: State of the City Address

Mayor Jordan gave the State of the City Address. A copy of the report is attached.

Agenda Additions: None

Consent:

Approval of the January 6, 2009 City Council meeting minutes.

Approved.

Alderman Cook moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Cook moved to suspend the rules and go to the third and final reading. Alderman Lucas seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5212 as Recorded in the office of the City Clerk

Amend Chapter 31, Mayor and City Attorney Salary Rollback: An ordinance to roll back the salary of the Mayor and City Attorney to the previous year's level.

City Attorney Kit Williams read the ordinance.

Alderman Ferrell: I would like to offer a few amendments. Kit has given us a couple of amendments and I would move that we adopt both of them. The City Council each year when they look at the budget will revisit the \$80,000 on the elected employees. Basically when budget time comes the next year the Council would consider the freeze. Secondly I thought it would be simpler to do it now when we were working on this to make it say the newly elected mayor shall make the choice whether they want to take the \$5,000 per month for a car allowance.

City Attorney Kit Williams: Those are actually for the second ordinance that we are going to be considering tonight on the compensation rather than the rollback.

Alderman Cook moved to suspend the rules and go to the second reading. Alderman Thiel seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5213 as Recorded in the office of the City Clerk

Amend Chapter 31, Elected City Officials' Compensation Freeze: An ordinance to amend Chapter 31: City Officials by repealing § 31.17 (D) and enacting a new § 31.46 Freezing Elected City Officials' Compensation if in Excess of \$80,000.

City Attorney Kit Williams: Before I read this you all might want to discuss the amendments that Alderman Ferrell presented and then I will either read it as it is now or as it is amended.

Alderman Ferrell moved to amend the ordinance by reviewing the cap on elected official's salaries during each budget cycle and allowing each new mayor to accept or deny a car allowance. Alderman Cook seconded the motion.

Alderman Lucas: We are changing it to what?

Alderman Ferrell: It would be reviewed every budget cycle by the Council for the cap on the elected officials and then when you get a new mayor, he can decide whether he wants to accept the new car allowance or not.

Upon roll call the motion passed 6-1. Alderman Lucas voting no. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Cook moved to suspend the rules and go to the second reading. Alderman Thiel seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

Alderman Cook moved to suspend the rules and go to the third and final reading. There was no second to the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5214 as Recorded in the office of the City Clerk

ORDINANCE NO. 5214

**AN ORDINANCE TO AMEND CHAPTER 31: CITY
OFFICIALS BY REPEALING §31.17 (D) AND ENACTING A
REPLACEMENT §31.17 (D) AND A NEW §31.46 FREEZING
ELECTED CITY OFFICIALS' COMPENSATION IF IN
EXCESS OF \$80,000.00**

WHEREAS, the national economic climate is in a prolonged and severe recession which threatens the City of Fayetteville's revenue stability; and

WHEREAS, until the national economy recovers and City of Fayetteville revenue growth rebounds, City Officials earning more than \$80,000.00 should receive no further raises based upon the formulas set forth in this Chapter; and

WHEREAS, this freezing of those salaries may allow city employees earning less than \$80,000.00 to continue to receive merit or step increases to at least partially keep up with inflation; and

WHEREAS, Mayor Jordan requests that his salary also be reduced by repealing the \$5,000.00 annual automobile allowance established by Ordinance No. 3659 of December 1, 1992.

**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 Chapter 31: **City Officials** by repealing §31.17 **Mayor's Compensation**, subsection (D) in its entirety, and enacting a replacement subsection (D) as shown below:

"(D) A newly elected mayor shall make an irrevocable election in writing during his or her first two months in office whether or not to be paid an annual automobile allowance of \$5,000.00 in equal monthly installments during the mayor's term of office. If a mayor does not make such election in writing, the automobile allowance shall not be paid during the mayor's term of office."



Page 2
Ord. 5214

Section 2: That the City Council of the City of Fayetteville, Arkansas, hereby amends Chapter 31: **City Officials** by enacting a new §31.46 as follows:

"31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.00

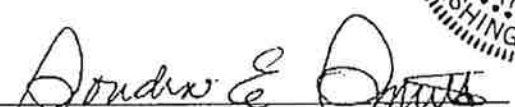
"Because of the difficult economic conditions, the compensation of any elected City Official earning in excess of \$80,000.00 shall be frozen and not increased pursuant to the formulas in §§ 31.17, 31.18, 31.30, and 31.45. The financial condition of the City and its projected revenue increase or decrease shall be evaluated by the City Council during budgetary discussions, and the City Council shall determine by December 10th of each year whether the City's financial condition justifies the continuance of this freezing of compensation for elected officials earning in excess of \$80,000.00."

PASSED and **APPROVED** this 20th day of January, 2009.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

- (2) Upon re-election to the same position, the official shall retain their existing pay level.
- (3) Annually at the first payroll period coincident with or first following January 1st, a pay adjustment will be made equal to the average percentage pay increase granted to regular full-time non civil service city employees during the previous calendar year.
- (4) Cumulative annual pay increases over time may not cause the salary level to exceed the salary range for the position without City Council approval.

(Code 1965, §2-11; Ord. No. 1474, 12-6-69; Ord. No. 1865, 5-26-72; Ord. No. 1991, 3-5-74; Ord. No. 3744, §1, 12-7-93; Ord. No. 3765, §1, 3-1-94; Code 1991, § 31.45; Ord. 4440, 11-19-02)

State law reference(s)—City Attorney in Mayor-Council of 50,000 or more, A.C.A. §14-43-314; Compensation of City Attorneys, A.C.A. §14-43-410; Deputy City Attorneys, A.C.A. §14-43-407.

31.46 Freezing Elected City Officials' Compensation If In Excess Of \$80,000.00

Because of the difficult economic conditions, the compensation of any elected City Official earning in excess of \$80,000.00 shall be frozen and not increased pursuant to the formulas in §§ 31.17, 31.18, 31.30, and 31.45. The financial condition of the City and its projected revenue increase or decrease shall be evaluated by the City Council during budgetary discussions, and the City Council shall determine by December 10th of each year whether the City's financial condition justifies the continuance of this freezing of compensation for elected officials earning in excess of \$80,000.00.

(Ord. 5214, 1-20-09)

Current
law
←

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 November 08, 2012

This meeting date was changed from November 06, 2012 to November 08, 2012 due to the General election.

A meeting of the Fayetteville City Council was held on November 08, 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, Adams, Lewis, Mayor Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Alderman Tennant arrived at 6:55 p.m. Alderman Kinion arrived at 7:00 p.m.

ABSENT: Alderman Ferrell.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Town and Gown Advisory Committee Appointment

Alderman Gray moved to approve the appointment of Will Hansen to the Town and Gown Advisory Committee. Alderman Boudreaux seconded the motion. Upon roll call the motion passed 5-0. Alderman Kinion and Tennant were absent during the vote. Alderman Ferrell was absent.

Agenda Additions: None

Consent:

Approval of the October 16, 2012 City Council meeting minutes.

Approved

Amend Resolution No. 81-09, Animal Services Advisory Board: A resolution amending Resolution No. 81-09 to reduce the total number of members of the Animal Services Advisory Board and re-designating certain membership composition of the board.

Resolution 200-12 as recorded in the office of the City Clerk.

Animal Services Donation Revenue: A resolution approving a budget adjustment in the amount of \$10,732.00 representing donation revenue to Animal Services for the third quarter of 2012.

Resolution 201-12 as recorded in the office of the City Clerk.

Fourth Judicial District Drug Task Force Training: A resolution approving a budget adjustment in the amount of \$2,000.00 representing donation revenue from the Washington County Prosecutor's Office Drug Control Fund to the Fayetteville Police Department in support of training of the Fourth Judicial District Drug Task Force's Domestic Highway Enforcement Unit.

Resolution 202-12 as recorded in the office of the City Clerk.

2012 Bulletproof Partnership Grant Award: A resolution authorizing acceptance of a fifty percent (50%) matching grant award from the 2012 Bulletproof Vest Partnership Program in the amount of \$9,100.00 for the replacement of twelve (12) body armor vests for Fayetteville police officers, and approving a budget adjustment.

Resolution 203-12 as recorded in the office of the City Clerk.

Washington County Jail Services Interlocal Agreement: A resolution approving an amendment to the jail services Interlocal agreement with Washington County, Arkansas, continuing fees at \$60.00 per booked prisoner for calendar year 2013.

Resolution 204-12 as recorded in the office of the City Clerk.

Fayetteville Police Department Policies: A resolution approving Fayetteville Police Department Policies 1.3.1 Use of Force; 84.1.1 Property Management, Acquired & In-Custody; 42.1.1 Criminal Investigations; 83.1 Collection and Preservation of Evidence; 44.1.1 Juvenile

Operations; 41.2.11 Use of Department Vehicles; 1.2.2 Warrantless Detention, Search & Seizure; and 42.1.1 Vice, Drugs and Organized Crime.

Resolution 205-12 as recorded in the office of the City Clerk.

Margot Khavinson Estate Settlement Agreement: A resolution approving a settlement agreement with the Margot Khavinson Estate, concerning condemnation litigation filed as part of the N. Garland Avenue Widening and Improvement Project in the total amount of \$18,000.00.

Resolution 206-12 as recorded in the office of the City Clerk.

Bid #12-72 Pick-It Construction: A resolution awarding Bid #12-72 and authorizing a contract with Pick-It Construction, Inc. in the total amount of \$343,900.00 for the construction of improvements to an aircraft hangar at Drake Field contingent upon a grant award, amending Resolution No. 95-12 to correct a transposition error regarding Task Order No. 9 to the contract with McClelland Consulting Engineers related to this project, approving application for and acceptance of an 80/20 matching grant from the Arkansas Department of Aeronautics to provide funding for this project and approving a budget adjustment authorizing airport fund matching expense and recognizing grant revenue, contingent upon approval of the grant application and receipt of grant funds.

Resolution 207-12 as recorded in the office of the City Clerk.

Drake Field Fuel Sales: A resolution approving a budget adjustment in the amount of \$27,000.00 to recognize revenue and associated expense associated with fuel sales at Drake Field.

Resolution 208-12 as recorded in the office of the City Clerk.

Thrash Development: A resolution approving a budget adjustment in the amount of \$15,000.00 recognizing revenue from Thrash Development for its contribution toward improvements to the East Avenue and Meadow Street sidewalks.

Resolution 209-12 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 5-0. Alderman Kinion and Tennant were absent during the vote. Alderman Ferrell was absent.

Unfinished Business:

RZN 12-4166 (South of Brookbury Crossing & East of Candlewood Developments/Riggins): An ordinance rezoning that property described in rezoning petition RZN 12-4166, for approximately 20.99 acres, located to the south of Skillern Road from R-A, Residential Agricultural to RSF-0.5, One Half Single-Family Units Per Acre. *This ordinance*

was left on the First Reading at the August 21, 2012 City Council meeting and Tabled to the September 18, 2012 City Council meeting. This ordinance was left on the First Reading at the September 18, 2012 City Council meeting and Tabled to the October 16, 2012 City Council meeting. This ordinance was left on the Second Reading at the October 16, 2012 City Council meeting.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Boudreaux seconded the motion. This motion was withdrawn.

Alderman Lewis moved to amend the agenda and move this item to new business on the agenda. Alderman Petty seconded the motion. Upon roll call the motion passed 6-0. Mayor Jordan voted yes to move the item. Alderman Tennant and Kinion were absent during the vote. Alderman Ferrell was absent.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty were absent during the vote. Alderman Ferrell was absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Development Services: The applicants, potential purchasers have withdrawn and cancelled their contract. Jeremy gave the Council the options they have for the zoning on this property.

City Attorney Kit Williams read the section of the code about amendments and re-petitions for amendments.

Aubrey Shepherd stated he can see why the neighbors object to this rezoning. He suggested that the neighbors of the property raise the funding and buy at least a portion of the property and protect it.

Steve Petruconis 2939 Brookbury Crossing stated we are very appreciative of the process and the work that everybody did for us as a neighborhood and allowing us to present our issues to you.

Lori Yazinski, Environmental Action Committee said this rezoning was a concern to the committee because it is adjacent to the Flynn creek corridor and the location of 75% to 90% of the land being included in the enduring green network. She stated the recommendations and concerns in order to preserve this land in its natural state as possible.

Mark Rise, listing agent for the property stated this has been a very frustrating process. He suggested that the adjoining neighborhood purchase the property. He stated most of the subdivisions around this property were part of the property. He stated people have a right to sell their property.

A citizen talked about the work that they have done with the developer. She stated as a neighborhood we support the decision that you make.

David Pieper stated Candlewood will support the .5 recommendation. Candlewood will also support the tabling.

Alderman Tennant thanked the neighborhoods around that area. They brought ideas and solutions to the fore front.

Alderman Lewis moved to table the ordinance indefinitely. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty was absent during the vote. Alderman Ferrell was absent.

Public Hearing:

Dynasty Taxi: A resolution granting a Certificate of Public Convenience and Necessity to Dynasty Taxi Service, Inc. for the operation of a total of fifteen (15) to thirty (30) taxicabs in the City of Fayetteville. *This resolution was Tabled at the October 16, 2012 City Council meeting and moved to the November 8, 2012 City Council meeting.*

Mayor Jordan opened the Public Hearing

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

Alderman Gray: This is for him to have 30 cabs not a total of 30 in the city.

Police Chief Greg Tabor: That is correct. We currently have a maximum of 54 allowed by certificate. He currently has ten.

Alderman Gray: How do you feel about that number?

Police Chief Greg Tabor: I have mixed feelings. The more taxicabs we have the more work on the staff. I see how long it takes to get a taxi on Saturday night. If the need is there I think we need them.

Alderman Adams asked about the inspection process for the cabs.

Police Chief Greg Tabor explained the inspection process and the insurance requires for the cabs.

Alderman Petty asked about the atmosphere on Dickson Street when more and more people are waiting for cabs.

Police Chief Greg Tabor: I do not recall us having a complaint. I have just seen people waiting for cabs.

Alderman Petty: Have there been any incidents of violence that may have been prevented if people may not had to wait for a cab.

Police Chief Greg Tabor: I don't know that I can answer that. Any time alcohol is involved there is a chance of altercation.

Alderman Petty: I support this.

Brice Curry, applicant stated Dynasty operates in more than one city in Northwest Arkansas. He explained their pick up process and why he is asking to extend his number of cabs.

Stewart Larrabee, Fayetteville Taxi voiced his concern with the increase in cabs that Dynasty is asking for. He also voiced his concern about the color scheme that Dynasty is using for their cabs. He expressed his concern about drivers that may be driving without driver permits. He stated this needs serious review before anything gets done with this.

Police Chief Greg Tabor: Currently out of 54 taxis that are allowed there are 36 permitted. Mr. Curry has a certificate for up to ten taxis and he has 19 taxis permitted. We do not know how many are operating in the City of Fayetteville. The number he is operating may not be the number he is operating in the City of Fayetteville.

Alderman Lewis: Can you talk about the display of driver's permits, the light on top of a taxi, the color, fares and the use of credit cards.

Police Chief Greg Tabor: All of that is spelled out in the ordinance.

Alderman Lewis: I think we need to look at this and increase our standards.

Police Chief Greg Tabor: Dynasty's original certificate says their color scheme will be green and white.

There was a discussion on the color scheme and how to change it.

Alderman Lewis: Does the new application make the old application null and void?

City Attorney Kit Williams: I think it does.

Mayor Jordan closed the Public Hearing

Alderman Lewis moved to amend the resolution to state the taxi must have a green and white color scheme. The motion was withdrawn.

Brice Curry: The Fayetteville City Code says to describe the color scheme or insignias to be used to designate your vehicles. Dynasty has a very distinct insignia.

Alderman Lewis: For Fayetteville you are not using a specific color?

Brice Curry: We try to stay with the green color scheme in Fayetteville.

Alderman Lewis: For Fayetteville is it possible to add green strips used?

City Attorney Kit Williams: He is only required to either have a paint color or insignia. If he has satisfied it by having an insignia we can not demand anything else,

Alderman Petty: We should have a regional taxi authority that can address these issues. I would like for all the taxis to look the same.

David Pieper a patent trademark attorney stated it is appropriate to regulate the cab and say they have to use a consistent insignia. His mark can not be forced to be augmented or changed. Once he establishes his mark he is allowed to use that anywhere in commerce. The exception to that is safety concerns. My recommendation would be you need to stay out of the use of colors.

Alderman Boudreaux moved to approve the resolution. Alderman Petty seconded the motion. Upon roll call the resolution passed 5-0. Alderman Kinion and Tennant was absent during the vote. Alderman Ferrell was absent.

Resolution 210-12 as recorded in the office of the City Clerk.

New Business:

Tree Preservation and Protection Variance: A resolution to approve a variance from the Tree Preservation and Protection Chapter of the UDC for LSD 12-4215 to allow off-site tree preservation, on and off-site mitigation tree planting and eliminating any further penalty for the removal of some canopy in 2008.

Megan Dale, Urban Forester gave a brief description of the resolution.

Alderman Lewis: What are the options for the off site mitigation?

Megan Dale: The ordinance states that the preference is to have on site which they have reached their maximum and then the next would be pursued by off site preservation followed by off site mitigation which they have done and then tree escrow. She showed on the map where the off site preservation is proposed.

Alderman Boudreaux: If the applicant waits this out until January 1st and start this process all over as if nothing had happened what would he be required then for tree planting.

Megan Dale: He would be required to do the landscape requirements, street trees and parking lot trees.

Alderman Boudreaux: How would that compare to this?

Megan Dale: 21 trees versus 25 mitigation trees in addition to that.

Alderman Boudreaux: Plus you are asking for the penalty which would be the offsite preservation.

City Attorney Kit Williams: It would be some time in January when the penalty period would expire.

A discussion followed on the five year time frame

Clay Grote, engineer stated we are planting 21 trees of landscaping and 25 trees of on site and off site mitigation. That is 45 trees on a site that is less than an acre and a half after you take a way the right of way, drainage easements and existing drive which means we are completely foresting this site. We are being penalized on a tree that was cut in 2008.

Joe Terminella applicant asked that the penalty for additional trees be waived.

A discussion followed on the tree preservation ordinance.

Alderman Boudreaux moved to amend the resolution to allow 20 on site trees and five off site trees and the remaining penalty is waived. Alderman Adams seconded the motion. Upon roll call the motion passed 5-0. Alderman Kinion abstained. Alderman Petty was absent during the vote. Alderman Ferrell was absent.

Alderman Boudreaux moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 6-0. Alderman Petty was absent during the vote. Alderman Ferrell was absent.

Resolution 211-12 as recorded in the office of the City Clerk.

ADM 12-4254 (R-PZD 12-4079 Project Cleveland): An ordinance amending a Residential Planned Zoning District entitled R-PZD 12-4079, Project Cleveland, located at the Northwest corner of Razorback Road and Hall Avenue, containing approximately 2.71 acres, extending the time frame to obtain all necessary permits to begin construction by December 19, 2014.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

City Attorney Kit Williams: The judge has ordered a trial for December. Because of the litigation the applicant is asking that we give him more time.

Seth Mims, Specialized Real Estate Group: We are just asking for an extension.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Adams seconded the motion. Upon roll call the motion passed 6-1. Alderman Adams, Lewis, Gray, Boudreaux and Tennant voting yes. Mayor Jordan voted yes to suspend the rules. Alderman Kinion voting no. Alderman Petty was absent during the vote. Alderman Ferrell was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Boudreaux seconded the motion. Upon roll call the motion passed 6-1. Alderman Adams, Lewis, Gray, Boudreaux and Tennant voting yes. Mayor Jordan voted yes to suspend the rules. Alderman Kinion voting no. Alderman Petty was absent during the vote. Alderman Ferrell was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the motion passed 5-2. Alderman Lewis, Gray, Boudreaux and Tennant voting yes. Mayor Jordan voted yes to pass the ordinance. Alderman Adams and Kinion voting no. Alderman Petty was absent during the vote. Alderman Ferrell was absent.

Ordinance 5541 as Recorded in the office of the City Clerk

City Council Agenda Session Presentations:

Economic Development Quarterly Report Presentation by Chung Tan and Steve Clark

City Council Tour: None

Announcements:

Adjournment: 7:45 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

**City of Fayetteville Arkansas
City Council Meeting Minutes
November 20, 2012**

A meeting of the Fayetteville City Council was held on November 20, 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 Boudreaux, Kinion, Petty, Tennant, Ferrell, Adams, Lewis, Mayor Jordan, Assistant City Attorney Jason Kelley, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Gray

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

3rd Quarter Financial Report 2012

Paul Becker gave the 3rd Quarter Financial Report. He stated this report is through September, 2012 and the General Fund receipts are up, sales tax is up and building permits are up. Fee and fines are down a little bit and HMR taxes are up 10.9% year to date. Water and sewer fees are up primary due to the drought conditions that we had. I do not anticipate that we will have to use any of the reserves.

Urban Tree Canopy Assessment Results – Presented by Ian Hanou with Plan-It Geo

Ian Hanou presented the results of the study. He listed the benefits that trees provide. He stated the city has about 36% tree canopy cover. That is pretty good across the country. The national average is roughly 30%.

A discussion followed on the report.

Agenda Additions: None

Consent:

Approval of the November 8, 2012 City Council meeting minutes.

Removed from the agenda.

Bid #12-19 Peterbilt: A resolution awarding Bid #12-19 and authorizing the purchase of two (2) auto arm refuse trucks from Peterbilt of Fort Smith in the total amount of \$517,086.00, for use by the Solid Waste Division, and approving a budget adjustment.

Resolution 212-12 as recorded in the office of the City Clerk.

Bid #12-73 North Point Ford: A resolution awarding Bid #12-73 and authorizing the purchase of one (1) Ford F-250 truck with deerskin animal control body from North Point Ford of North Little Rock in the total amount of \$49,856.00 for use by the Animal Services Division, and approving a budget adjustment.

Resolution 213-12 as recorded in the office of the City Clerk.

Riggs Cat: A resolution authorizing the purchase of one (1) Caterpillar bulldozer from Riggs Cat, pursuant to a state procurement contract, in the amount of \$105,422.00 for use by the Transportation Division, and approving a budget adjustment.

Resolution 214-12 as recorded in the office of the City Clerk.

Internal Revenue Services (IRS) Task Force: A resolution approving a budget adjustment in the amount of \$30,100.00 to recognize revenue and expenses related to City participation in the local Internal Revenue Services (IRS) Task Force for fiscal year 2012-2013.

Resolution 215-12 as recorded in the office of the City Clerk.

Arkansas State Police Asset Forfeiture Fund: A resolution authorizing acceptance of a grant in the amount of \$34,664.00 from the Arkansas State Police Asset Forfeiture Fund for the purchase of an undercover drug enforcement vehicle and a covert audio/video recorder, and approving a budget adjustment.

Resolution 216-12 as recorded in the office of the City Clerk.

Jacobs Engineering Group, Inc. Amendment No. 4: A resolution approving supplemental Agreement No. 4 to the contract with Jacobs Engineering Group, Inc. in the amount of \$768,033.41 for engineering services for the Fayetteville Expressway Development Corridor Project, and approving a budget adjustment.

Resolution 217-12 as recorded in the office of the City Clerk.

Garver, LLC: A resolution approving a professional engineering services agreement with Garver, LLC for on-call engineering and surveying services in the amount of \$25,000.00 and engineering design services for the Greenland sewer rehabilitation project in the amount of \$100,087.00, and approving a project contingency of \$10,000.00.

Resolution 218-12 as recorded in the office of the City Clerk.

City of Greenland Wastewater Service Agreement: A resolution approving an extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.

Resolution 219-12 as recorded in the office of the City Clerk.

RJN Group, Inc. Amendment No. 1: A resolution approving Amendment No. 1 to the engineering services agreement with RJN Group, Inc. in the amount of \$160,957.58 to update the wastewater collection system model and master plan.

Resolution 220-12 as recorded in the office of the City Clerk.

Alderman Adams moved to remove the November 8, 2012 City Council minutes from the agenda. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

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

Unfinished Business: None

New Business:

Bid #12-68 Emery Sapp & Sons, Inc.: A resolution awarding Bid #12-68 and approving a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway/Highway 71B Flyover, approving a project contingency of \$315,191.42, and approving a budget adjustment.

Chris Brown, City Engineer gave a brief summary of the resolution. He showed the proposed 71B flyover on a map.

A discussion followed on the access points and what the study looked at as solutions and the cost of those solutions.

Alderman Boudreaux: I think this is the best money we have spent in recent years and one of the most exciting projects I have seen. I think it is going to make a huge difference in dealing with the Joyce intersection.

Alderman Tennant: All the comments I have heard have been positive. This is so big for that area of town.

Alderman Adams thanked Chris Brown and Bobby Ferrell for their work on this.

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

Resolution 221-12 as recorded in the office of the City Clerk.

SourceGas Arkansas, Inc.: An ordinance waiving the requirements of formal competitive bidding for approving a cost-share agreement with SourceGas Arkansas, Inc. in the amount of \$94,577.00 for the relocation of gas mains and facilities necessary for the Fulbright Expressway/Highway 71-B Flyover Project and for all future payments to or contracts with SourceGas Arkansas, Inc. for the relocation costs for natural gas utility mains and appurtenances necessitated by road reconstruction or widening projects within SourceGas Arkansas, Inc.'s area of service, approving a project contingency of \$18,915.00 for the Flyover Project, and approving a budget adjustment.

Assistant City Attorney Jason Kelley read the ordinance.

Chris Brown gave a brief description of the resolution. He stated this is a 50/50 cost share with SourceGas.

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

Assistant City Attorney Jason Kelley read the ordinance.

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

Assistant City Attorney Jason Kelley read the ordinance.

Alderman Ferrell: Tonight we are passing some landmark contracts and legislation that will change this community for the better for a long time to come. When I first came on the Council Mayor Jordan was the chairman of the Street Committee and the vision that he had, a lot of it has come to pass.

Mayor Jordan: It was with the support of the Council that we caught on to that.

Alderman Lewis: I support this and think it is a good investment. I hope after this investment for roads we can invest in other types of transportation. Moving forward we can now invest in bus stops, bike trails and sidewalks.

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

Ordinance 5542 as Recorded in the office of the City Clerk

VAC 12-4219 (2514 New School Pl./The New School): An ordinance approving VAC 12-4219 submitted by Jorgensen and Associates for property located at 2514 New School Place to vacate portions of existing easements and right-of-way.

Assistant City Attorney Jason Kelley read the ordinance.

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

Alderman Petty asked about the easement to the west and if we grant this vacation if we were crippling our ability to have that connection in the future.

Jeremy Pate: I don't think it would change anything related to what currently exists.

A discussion followed on a multi bend sewer route.

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

Assistant City Attorney Jason Kelley read the ordinance.

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

Assistant City Attorney Jason Kelley read the ordinance.

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

Ordinance 5543 as Recorded in the office of the City Clerk

VAC 12-4231 (Alley Between W. Cleveland St. and W. Douglas St./University of Arkansas): An ordinance approving VAC 12-4231 submitted by Allen Jay Young for property located between West Cleveland Street and West Douglas Street to vacate an alley, a total of 0.25 acres.

Assistant City Attorney Jason Kelley read the ordinance.

Jeremy Pate gave a brief description of the ordinance.

A discussion followed on the alley and right of way.

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

Assistant City Attorney Jason Kelley read the ordinance.

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

Assistant City Attorney Jason Kelley read the ordinance.

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

Ordinance 5544 as Recorded in the office of the City Clerk

2013 Annual Budget and Work Program: A resolution adopting the 2013 Annual Budget and Work Program.

Paul Becker, Finance Director gave a brief overview of the budget.

A discussion followed on the future of investment earnings.

Alderman Kinion asked if we need to look at our policy on where we can place our money.

Paul Becker if we look at what is permissible under state statute we are very restricted. We are restricted generally to government supported bonds or CD's. Right now I do not see an alternative. That is good advise and we need to keep looking at that to see if there is something a little more profitable where we can still have our money secure.

Alderman Lewis: There are some increases in the budget so right now is probably not the time to add FTE's but what is the metric?

Paul Becker: We are going to hold expenses until revenue comes up and we can deliver a balanced budget. You don't fund on going expenditures out of reserves. As revenues go up we can look at increasing the expenditures and putting some of the people back on the payroll.

Alderman Ferrell: I think you have done a good job in holding the line there. I feel comfortable in passing the resolution.

Alderman Petty: I think this is the right approach to take with the budget. I think the Mayor, Paul and staff deserve credit for what has happened over the last four years and how they have handled the budget.

Alderman Lewis: We had a really good discussion on Saturday. I am supportive of recycling out reach and increasing our diversion rate. I am supportive of holding it here to give people a chance to ask questions.

Alderman Kinion: I think we should hold it for discussion.

Alderman Ferrell moved to approve the resolution. Alderman Boudreaux seconded the motion. Upon roll call the resolution failed 4-3. Alderman Adams, Boudreaux, Petty, and Tennant voting yes. Alderman Lewis, Kinion, and Ferrell voting no. Alderman Gray was absent.

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

Alderman Petty moved to table the resolution to the December 4, 2012 City Council meeting. Alderman Lewis seconded the motion. Upon roll call the motion passed 7-0. Alderman Gray was absent.

Tabled to December 4, 2012

CH2M HILL Engineers, Inc.: A resolution approving contract Amendment No. 3 with CH2M HILL Engineers, Inc. in the amount of \$7,224,875.00 for operation, maintenance, management and engineering services for city wastewater treatment facilities and systems in 2013 subject to approval of the 2013 annual city budget and work program, and approving a \$70,000.00 contract contingency.

David Jurgens gave a brief description of the resolution. He stated CH2M HILL has provided excellent service since they started working for the city. This contract has the dredging of Lake Sequoyah in it.

Alderman Kinion: We are managing our bio solids so much better and we have the two additional streams of income. I think that is what is really relevant when we are looking at the overall change in the operations and management.

Alderman Ferrell: Is odor control going to be an ongoing thing for the next year?

David Jurgens: That will most likely be an ongoing operational expense from now on in the bio solids drying.

Alderman Boudreaux: CH2M HILL is to be commended. Billy Ammons and Duyen Tran do a wonderful job. I think this contract that the city has is probably one of the best.

Alderman Lewis: This came through the Water and Sewer Committee. The scope of their contract is important. They do a good job and these kinds of additional initiatives are important.

Don Marr: We have an excellent relationship with CH2M HILL. They have been an incredible resource for research, permitting assistance, operations, and bringing savings to us. We are thrilled that they were selected again and we are looking forward to another year with them.

Mayor Jordan: I think we have a great working relationship with Billy, Duyen and the staff. You have done an excellent job. You have never failed the city and you have always provided excellent service.

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

Resolution 222-12 as recorded in the office of the City Clerk.

South Garland Boulevard Associates, LP: An ordinance waiving the requirements of formal competitive bidding and approving a cost-share agreement with South Garland Boulevard Associates, LP in the approximate amount of \$98,949.00 for the upgrading of an eight-inch water main to a twelve-inch water main along Indian Trail from Razorback Road to Rose Avenue and the construction of a twelve-inch water main from Rose Avenue to Stadium Drive.

Assistant City Attorney Jason Kelley read the ordinance.

David Jurgens gave a brief description of the ordinance.

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

Assistant City Attorney Jason Kelley read the ordinance.

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

Assistant City Attorney Jason Kelley read the ordinance.

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

Ordinance 5545 as Recorded in the office of the City Clerk

Announcements:

Adjournment: 7:45 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
December 04, 2012**

A meeting of the Fayetteville City Council will be held on December 04, 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 November 8 and November 20, 2012 City Council meeting minutes.
2. **University of Arkansas Razorback Road Sidewalk Cost Share:** A resolution to approve a budget adjustment in the amount of \$51,308.00 to recognize revenue from the University of Arkansas for its cost share for construction of a sidewalk along Razorback Road.

3. **Hazardous Materials Incident Response Services Interlocal Cooperation Agreement:** A resolution providing notice pursuant to Article V of the Interlocal Cooperation Agreement for the Provision of Hazardous Materials Incident Response Services in Benton and Washington Counties of the intention of the City of Fayetteville to withdraw its participation in the agreement effective six (6) months from the date of written notification of the adoption of this resolution to the remaining participants.
4. **Arkansas Firewise Grant:** A resolution authorizing acceptance of an Arkansas Firewise Grant in the amount of \$500.00 from the Arkansas Forestry Commission for use by the Fire Department, and approving a budget adjustment.
5. **Bid #12-75 Insituform Technologies, LLC:** A resolution to approve Bid #12-75 for a construction contract with Insituform Technologies, LLC for service lateral and sewer main cured in place lining in the amount of \$330,000.00.
6. **Operations and Management Plan for Razorback Regional Greenway:** A resolution to approve the Northwest Arkansas Razorback Greenway Operations and Management Plan for Razorback Greenway Trails within Fayetteville.
7. **Bid #12-74 Vance Brothers, Inc.:** A resolution awarding Bid #12-74 and approving a contract with Vance Brothers, Inc. in the amount of \$72,470.00 for asphalt micro-surfacing, and approving a ten percent (10%) project contingency.
8. **City Depository Board:** A resolution designating members of the City Depository Board, as established by Arkansas Code §19-8-106.
9. **2013 Community Access Television Contract:** A resolution approving a contract in the amount of \$105,000.00 with Community Access Television, Inc. to provide public access services and operate the Fayetteville Public Access Television Channel throughout the 2013 year.

B. Unfinished Business:

1. **2013 Annual Budget and Work Program:** A resolution adopting the 2013 Annual Budget and Work Program. *The motion to approve the budget failed. Then a motion to reconsider was approved. Then the resolution to approve the budget was tabled to the December 4, 2012 City Council meeting.*

C. New Business:

1. **Regional Wayfinding Program:** A resolution to express the Fayetteville City Council's intent to implement the Regional Wayfinding Program.
2. **Wayfinding Program Implementation:** A resolution to approve the cooperative agreement between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding Wayfinding Program Implementation at a potential cost of approximately \$125,000.00.

3. **ADM 12-4259 (UDC Amendment Subdivision Regulations in the Planning Area):** An ordinance to Amend §166.05 Required Infrastructure Improvements – Development in the Planning Area and to repeal §166.08 (I) of the Unified Development Code of Fayetteville.
4. **Clear Creek Trail:** A resolution approving a request by the City of Fayetteville to modify the geographic extent and location of certain tree preservation areas pursuant to §167.04(L)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct a section of Clear Creek Trail.
5. **Grant Thornton Annual Audit Services:** *This is a placeholder item. Final contracts still pending. Additional information to follow.*
6. **City of West Fork Wastewater Service:** A resolution expressing the intent of the City of Fayetteville to provide wholesale wastewater service to the City of West Fork.
7. **Entertainment District Parking Deck Site Selection:** A resolution to select the site of the Entertainment District Parking Deck.

D. City Council Agenda Session Presentations:

1. **Parking Deck Presentation – The Parking Deck Team (including both staff and consultants)**

E. City Council Tour:

F. 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
University of Arkansas Razorback
Road Sidewalk Cost Share
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

John Nelson

Submitted By

Transportation

Division

Transportation Services

Department

Action Required:

A resolution approving a budget adjustment in the amount of \$51,308 recognizing revenue from the University of Arkansas for its cost-share portion of construction of Razorback Road sidewalk.

_____	\$ _____ -	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____ -	_____
Account Number	Funds Used to Date	Program / Project Category Name
02053	\$ _____ -	_____
Project Number	Remaining Balance	Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Troy G. Hulley
Department Director

11-15-12
Date

Previous Ordinance or Resolution # _____

K. R. ...
City Attorney

Nov 16, 2012
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Beck
Finance and Internal Services Director

11-19-2012
Date

Received in City 11-15-12 P03:30 RCVD
Clerk's Office

Jim ...
Chief of Staff

11-17-12
Date

Received in
Mayor's Office

ENTERED
11-16-12

Frederick ...
Mayor

11/20/12
Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

From: John Nelson, Management Accounting Coordinator

Date: November 15, 2012

Subject: Razorback Road Sidewalk Construction

PROPOSAL:

A resolution approving a budget adjustment in the amount of \$51,308 recognizing revenue from the University of Arkansas for its cost-share portion of construction of Razorback Road sidewalk.

RECOMMENDATION:

Construction of a six-foot-wide, 1,300 linear foot sidewalk on the east side of Razorback Road between Cleveland and Maple streets was a scheduled project for 2012. Transportation Division crews provided the necessary labor and equipment related to the construction of the sidewalk and curb. The University of Arkansas agreed to reimburse the City of Fayetteville up to \$80,000 for materials and contract installation of a modular block retaining wall.

BUDGET IMPACT:

Construction of the sidewalk, curb and related improvements along the east side of Razorback Road between Cleveland Street and Maple Street was budgeted in the Sidewalk Improvements capital project.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE
AMOUNT OF \$51,308.00 TO RECOGNIZE REVENUE FROM THE
UNIVERSITY OF ARKANSAS FOR ITS COST SHARE FOR
CONSTRUCTION OF A SIDEWALK ALONG RAZORBACK 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
budget adjustment in the amount of \$51,308.00 to recognize revenue from the University Of
Arkansas for its cost share for construction of a sidewalk along Razorback Road.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 2 V12.0724
University of Arkansas Razorback
Road Sidewalk Cost Share
Page 4 of 4

Budget Year 2012	Division: Transportation Services Department: Transportation Services	Request Date 12/4/2012	Adjustment Number
--------------------------------	--	--------------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes \$51,308 received from the University of Arkansas for its contribution toward the construction of a sidewalk on Razorback Road.

<i>Ty 2 Gully</i> Division Head	<i>11-15-12</i> Date	Prepared By: John Nelson <i>jnelson</i>
<i>Barbara Fee</i> Budget Director	<i>11/19/12</i> Date	Reference: _____
<i>Ty 2 Gully</i> Department Director	<i>11-15-12</i> Date	Budget & Research Use Only
<i>Paul A. Buhn</i> Finance Director	<i>11-19-2012</i> Date	Type: A B C <u>D</u> E P
Chief of Staff	Date	General Ledger Date _____
Mayor	Date	Posted to General Ledger Initial _____ Date _____
		Checked / Verified Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT		51,308	51,308		
		Increase / (Decrease)		Project.Sub	
Account Name	Account Number	Expense	Revenue	Number	
Sidewalks	4470.9470.5814.00	51,308	-	02053	1
Pymts by property owners	4470.0947.4420.00	-	51,308	02053	1
				.	
				.	

City of Fayetteville Staff Review Form

A. 3

Hazardous Materials Incident Response
Services Interlocal Cooperation Agreement
Page 1 of 8City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

David Dayringer

Submitted By

Division

Fire

Department

Action Required:

Staff recommends adoption of a resolution authorizing the withdrawal from the interlocal cooperation agreement for furnishing hazardous materials incident response services in Benton and Washington Counties. Start-up costs for initial Hazmat Truck and equipment are approximately \$105,000. FROM ACT 833 funds

\$ 105,000.00
Cost of this request

\$ 257,949.00
Category / Project Budget

Act 833 Funding
Program Category / Project Name

\$
Account Number

\$ 10,000.00
Funds Used to Date

Program / Project Category Name

\$
Project Number

\$ 247,949.00
Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

David Dayringer
Department Director

11-16-12
Date

Previous Ordinance or Resolution #

Joe Mally
City Attorney

11-16-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Babin
Finance and Internal Services Director

11-19-2012
Date

Received in City
Clerk's Office

11-15-12 P12:18 RCVD

Kim J.

Don Man
Chief of Staff

11-20-12
Date

Received in
Mayor's Office

ENTERED
11/16/12 BRP

Donald Jordan
Mayor

11/16/12
Date

Comments:



www.accessfayetteville.org

STAFF REVIEW MEMO

To: Mayor Jordan & City Administration

From: David Dayringer, Fire Chief

Date: November 14, 2012

Subject: A Resolution to withdraw from the interlocal cooperation agreement for furnishing hazardous materials incident response services in Benton and Washington Counties.

PROPOSAL:

In order to comply with Federal law, in March of 1989 the City entered into an interlocal cooperation agreement for furnishing hazardous materials incident response services in Benton and Washington Counties. Under this agreement a regional Hazardous Materials Response Team was created and has been maintained by the Northwest Arkansas Fire Chiefs Association, the member cities, and Washington and Benton Counties. This was a prudent move because at that time no single governmental jurisdiction had the manpower, hazmat training, equipment, protective clothing, or incident management system to safely mitigate a hazardous materials incident.

During the 23 years since the regional hazmat team was formed, the fire service industry, and the Fayetteville Fire Department have become proficient at responding to hazardous materials incidents. We now have the training, equipment, protective clothing, and have developed the incident management system necessary to safely mitigate hazardous materials incidents. The Fire Department now has all personnel trained in Hazmat response including 18 Hazmat Technicians with which to operate our own Hazmat Response Unit. In the event our resources are overwhelmed, we will call for help using our automatic and mutual aid agreements with regional agencies and through the Arkansas Fire Service Statewide Mutual Aid plan.

RECOMMENDATION:

Staff recommends adoption of a resolution authorizing the withdrawal from the interlocal cooperation agreement for furnishing hazardous materials incident response services in Benton and Washington Counties. This will become effective January 20, 2013. For hazardous material responses, the Fire Department has designated Engine 7 housed at Fire Station 7 as our Hazmat unit and will continue to utilize the Hazmat Trailer and equipment located there.

BUDGET IMPACT:

The Fire Department will incur an initial start-up cost of approximately \$ 105,000 to purchase a Hazardous Materials Response Truck and related equipment. The Fire Department will cover this cost with Act 833 funding and use the current annual Regional Hazmat fee of \$22,000 for ongoing expenses. This will amount to no budget increase and, after start-up costs, will have a positive impact to the Fire Department budget.

RESOLUTION NO. _____

A RESOLUTION PROVIDING NOTICE PURSUANT TO ARTICLE V OF THE INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF HAZARDOUS MATERIALS INCIDENT RESPONSE SERVICES IN BENTON AND WASHINGTON COUNTIES OF THE INTENTION OF THE CITY OF FAYETTEVILLE TO WITHDRAW ITS PARTICIPATION IN THE AGREEMENT EFFECTIVE SIX (6) MONTHS FROM THE DATE OF WRITTEN NOTIFICATION OF THE ADOPTION OF THIS RESOLUTION TO THE REMAINING PARTICIPANTS

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 provides notice pursuant to Article V of the Interlocal Cooperation Agreement for the Provision of Hazardous Materials Incident Response Services in Benton and Washington Counties of the intention of the City of Fayetteville to withdraw its participation effective six (6) months from the date of written notification of the adoption of this Resolution to the remaining participants.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 23-89

MICROFILMED

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT FOR FURNISHING HAZARDOUS MATERIALS INCIDENT RESPONSE SERVICES IN BENTON AND WASHINGTON COUNTIES.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the Mayor and City Clerk are hereby authorized and directed to execute an interlocal cooperation agreement for furnishing hazardous materials incident response services in Benton and Washington Counties. A copy of the agreement authorized for execution hereby is attached hereto marked Exhibit "A" and made a part hereof.

PASSED AND APPROVED this 21st day of March, 1989.

APPROVED

By: William V. Martin
Mayor

ATTEST

By: Suzanne McWetby
City Clerk



stringent requirements as "responders" to such incidents, making such responses very expensive and technically infeasible for any single political jurisdiction. It is our intent that the creation of an area-wide HMRT which could utilize shared personnel and resources would allow us a reasonable response capability within the requirements of the Federal rules.

ARTICLE III.

MANNER OF FINANCING

It is anticipated that there will be both an initial "start-up" cost and a recurring maintenance expense involved with an HMRT operation. The initial costs will include at least a vehicle, equipment, protective clothing, and training costs. This initial expense can be estimated at \$230,000. The recurring costs should not exceed \$150,000 annually for an estimated period of three (3) years. A budget for both the initial and annual costs will be submitted by the NWAFCFA annually on or near September 1. This budget shall be reviewed and considered by the County Intergovernmental Cooperation Councils (ICCs) (Act 510 of 1987). The ICCs will recommend a cost-sharing formula for the cities and counties. Each city and county will then present an appropriation ordinance to their legislative council. All appropriations to the HMRT shall be deposited with the Washington County Treasurer, who shall keep a separate fund for HMRT expenses. The NWAFCFA shall establish procedures for accessing those funds for both routine and emergency expenditures in accordance with current laws.

ARTICLE IV.

DURATION

The effective date of this agreement shall be 3/21/89 perpetual from that date unless terminated as provided in Article V.

ARTICLE V.

TERMINATION

Any participating agency may withdraw their participation in this government by six (6) months' written notice by the governing body. The HMRT may be terminated by a majority vote of both ICCs.

ARTICLE VI.

DISPOSITION OF PROPERTY

All property acquired by the HMRT shall remain in its possession until the HMRT is terminated. Upon termination of the HMRT, any acquired property will be properly liquidated as allowed by public law and assets returned to the political jurisdictions in a pro rate fashion as determined by the ICC.

AVOCA:

GARFIELD:

GATEWAY:

LITTLE FLOCK:

JOHNSON:

GOSHEN:



www.accessfayetteville.org

July 19, 2012

Northwest Arkansas Fire Chiefs Association

Re: Interlocal Cooperation Agreement for Furnishing Hazardous Materials Incident Response Services
in Benton and Washington Counties

This correspondence serves as notice to the member agencies of the Northwest Arkansas Fire Chiefs Association of the intent of the City of Fayetteville to withdraw its participation from the Regional Hazardous Materials Response Team. The effective date of such withdrawal is six months from the giving of this written notice pursuant to Article V of the agreement.

In accordance with Article V of the Interlocal Cooperation Agreement for Furnishing Hazardous Materials Incident Response Services in Benton and Washington Counties, we hereby notify all the member agencies of our intention to withdraw in six months time.

The Fayetteville Fire Department remains a steadfast member of the Metro Fire Chiefs Association and is committed to mutual and automatic aid throughout the region. In addition, the Fayetteville Fire Department is a participating partner in the Arkansas Association of Fire Chiefs Statewide Mutual Aid Plan.

Please do not hesitate to call on us for additional resources if you need them, just as we know we can count on the members of this organization to assist us in our hour of need.

Sincerely,

David C. Dayringer
Fire Chief
Fayetteville Fire Department

Cc: Mayor Lioneld Jordan

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items OnlyDavid Dayringer
Submitted By

Division

Fire
Department

Action Required:

Staff requests approval to accept a Arkansas Forestry Commission Firewise grant.

Cost of this request

\$ 500.00
Category / Project BudgetFirewise Grant
Program Category / Project Name1010.0001.4302.01
Account Number

Funds Used to Date

State Grants - Operational
Program / Project Category Name12016.2012
Project Number500.00
Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒ Yes

Department Director

11-16-12
Date

Previous Ordinance or Resolution #

City Attorney

11-16-12
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

11-19-2012
Date

Received in City Clerk's Office 11-15-12 P03:29 RCVD

Chief of Staff

11-19-12
Date

Received in Mayor's Office

Mayor

11/30/12
Date

Comments:



STAFF REVIEW MEMO

To: City Council

From: David Dayringer, Fire Chief *DD*

Date: November 16, 2012

Subject: Staff requests approval to accept the Arkansas Firewise Grant for 2012.

PROPOSAL:

The Arkansas Forestry Commission provides financial assistance to help fire departments educate and assist municipalities in becoming fire safe communities through the Firewise Program. The goal of this program is to bring awareness to the dangers of wild land fire within the urban environment. This awareness is brought about through assessing residential and commercial property and identifying hazards that might exist. Once wild land fire hazards have been identified then efforts are made to help facilitate the property owners in reducing their fire danger risk.

RECOMMENDATION:

The Fire Department has been awarded the Arkansas Firewise Grant for 2012. The Fire Department will use the \$500.00 for minor equipment such as special wild land fire rakes, hand tools, posters, and educational materials to assist with assigned job tasks.

BUDGET IMPACT:

There is no requirement for matching funds so there should be no impact to budgeted expenses.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF AN ARKANSAS
FIREWISE GRANT IN THE AMOUNT OF \$500.00 FROM THE ARKANSAS
FORESTRY COMMISSION FOR USE BY THE FIRE DEPARTMENT, AND
APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of an Arkansas Firewise Grant in the amount of \$500.00 from the Arkansas Forestry Commission for use by the Fire Department.

Section 2: 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 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

A. 4 V12.0724
Arkansas Firewise Grant
Page 1 of 4

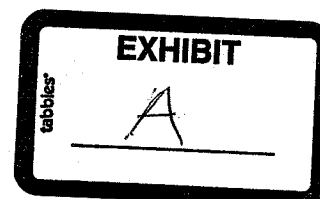
Budget Year 2012	Division: Fire Department Department: Fire Department	Request Date 12/4/2012	Adjustment Number 1004054
--------------------------------	--	--------------------------------------	---

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To accept the Firewise grant from the Arkansas Forestry Commission.

Division Head 11-16-12 Date Budget Director 11/16/12 Date Department Director 11-16-12 Date Finance Director 11-20-2012 Date Chief of Staff Date Mayor Date	Prepared By: K. Murray Reference: Budget & Research Use Only Type: A B C D E P General Ledger Date Posted to General Ledger Checked / Verified
---	--

		TOTAL BUDGET ADJUSTMENT		Project.Sub Number
		500	500	
Account Name	Account Number	Increase / (Decrease)		
		Expense	Revenue	
Minor equipment	1010.3020.5210.00	500	-	12016 . 2012
State Grants-Operational	1010.0001.4302.01		500	12016 . 2012
				.
				.



City of Fayetteville Staff Review Form

A. 5
 Bid #12-75 Insituform
 Technologies, LLC
 Page 1 of 82

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

12/4/2012

City Council Meeting Date
 Agenda Items Only

Shannon Jones
 Submitted By

Utilities
 Division

Utilities
 Department

Action Required:

Approval of Bid #12-75 for a construction contract with Insituform Technologies, LLC for sanitary sewer main line and service lateral cured in place lining, in the amount of \$330,000.00.

\$ 330,000

Cost of this request

\$ 4,097,341

Category / Project Budget

Sanitary Sewer Rehabilitation

Program Category / Project Name

5400.5700.5815.00

Account Number

\$ 1,001,178

Funds Used to Date

Water and Wastewater

Program / Project Category Name

02017.0013

Project Number

\$ 3,096,163

Remaining Balance

Water and Sewer

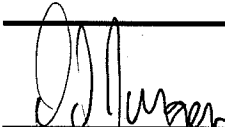
Fund Name

Budgeted Item

☒

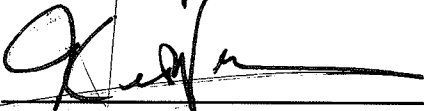
Budget Adjustment Attached

☐


 Department Director

8 Nov 12
 Date

Previous Ordinance or Resolution #


 City Attorney

11-15-12
 Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director

11-15-2012
 Date

Received in City 11-14-12 P03:25 RCVD
 Clerk's Office


 Chief of Staff

11-15-12
 Date

Received in
 Mayor's Office

ENTERED
 11/15/12
 Bep


 Mayor

11/16/12
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff
 David Jurgens, Utilities Director
 Fayetteville Water and Sewer Committee 

From: Shannon Jones, Utilities Engineer

Date: November 8, 2012

Subject: Approval of construction contract with Insituform Technologies, LLC for sanitary sewer main line and service lateral cured in place lining.

RECOMMENDATION

City Administration recommends approval of Bid #12-75 for a construction contract with Insituform Technologies, LLC for sanitary sewer main line and service lateral cured in place lining, in the amount of \$330,000.00.

BACKGROUND

The direct contracting with a cured in place pipe contractor allows City of Fayetteville to execute its sanitary sewer rehabilitation program effectively and efficiently. It is effective as the administrative delays and costs are minimized due to the annual contract and pre-established pricing. Pipes being lined under this contract are either identified by City forces through normal maintenance operations or by consultants executing Sanitary Sewer Evaluation Studies. Either way, engineering and administrative costs are held to a bare minimum as formal plans and specifications are not required. This work is an integral part of the City's ongoing program to maintain its sewer system in the most long-term yet cost effective fashion, with cured in place linings being by far the lowest cost strategy for applications where it is appropriate.

The bid schedule includes specific unit prices for various items of work; with the sanitary sewer rehabilitation program then using the pricing to complete the annual rehabilitation program. The exact needs of each rehabilitation activity cannot be explicitly defined until the final design is completed, hence the unit price bid schedule to correlate costs to project scopes. The work order releases for the previous term maintenance contract averaged \$330,000.00 per year.

DISCUSSION

The City received three responsive bids on November 7, 2012.

<u>Contractor</u>	<u>Total</u>
Insituform Technologies	\$ 313,251.50 (low bid)
Suncoast Infrastructure	\$ 391,600.00
SAK Construction	\$ 537,875.00

Insituform Technologies has completed many sewer rehabilitation projects in Fayetteville, including the 2002 – 2006, and 2008 – 2012 maintenance term contracts. All jobs have completed to the City's satisfaction.

The contract is set up to have as many as five annual terms from 2013 through 2017, with restrictions on the unit price increases per year. While there is no obligation to execute future terms of the contract, this technique allows the City to get the best possible prices, increases our flexibility, and greatly reduces the administrative demands involved. Each subsequent annual term would go through the City Council for approval.

BUDGET IMPACT

Funds are available within the Fiscal Year 2012 Sanitary Sewer Rehabilitation Project.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE BID #12-75 FOR A CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR SERVICE LATERAL AND SEWER MAIN CURED IN PLACE LINING IN THE AMOUNT OF \$330,000.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Bid #12-75 for a construction contract with Insituform Technologies, LLC for service lateral and sewer main cured in place lining in the amount of \$330,000.00 and authorizes Mayor Jordan to sign the construction contract.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



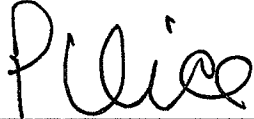
BID: 12-75
DATE: 11/07/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 12-75, Construction - 2013 Sanitary Sewer Main Line & Service Lateral Lining

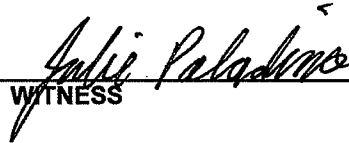
BIDDER		TOTAL COST
1 Insituform Technologies, LLC.	\$	313,251.50
2 SAK Construction, LLC.	\$	537,875.00
3 Suncoast Infrastructure, Inc.	\$	391,600.00

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

CERTIFIED:


P. VICE, PURCH MGR

WITNESS



DATE

11/07/12

Detailed Bid Tabulation - 2013 Sanitary Sewer Main Line and Service Lateral Lining, Cured in Place Pipe Method

Item No.	Item Description	Approx.		Insituform Technologies, LLC		SAK Construction, LLC		Suncoast Infrastructure, Inc.	
		Qty.	Unit	Unit Price In Figures	Total	Unit Price In Figures	Total	Unit Price In Figures	Total
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	2500	LF	\$ 37.00	\$ 92,500.00	\$ 48.00	\$ 120,000.00	\$ 30.00	\$ 75,000.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	2000	LF	\$ 36.00	\$ 72,000.00	\$ 34.50	\$ 69,000.00	\$ 28.00	\$ 56,000.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 36.00	\$ 18,000.00	\$ 38.50	\$ 19,250.00	\$ 33.00	\$ 16,500.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 42.00	\$ 21,000.00	\$ 56.00	\$ 28,000.00	\$ 38.00	\$ 19,000.00
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 54.00	\$ 27,000.00	\$ 66.75	\$ 33,375.00	\$ 65.00	\$ 32,500.00
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 68.00	\$ 34,000.00	\$ 101.00	\$ 50,500.00	\$ 85.00	\$ 42,500.00
7	Internal reinstatement of Service Laterals	150	EA	\$ 0.01	\$ 1.50	\$ 100.00	\$ 15,000.00	\$ 50.00	\$ 7,500.00
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral	30	EA	\$ 1,350.00	\$ 40,500.00	\$ 3,300.00	\$ 99,000.00	\$ 3,345.00	\$ 100,350.00
9	Standard Mobilization (within 15 working days)	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 24,500.00	\$ 49,000.00	\$ 7,500.00	\$ 15,000.00
10	Emergency Mobilization (within 3 working days)	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 36,750.00	\$ 36,750.00	\$ 9,000.00	\$ 9,000.00
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF	5	EA	\$ 850.00	\$ 4,250.00	\$ 3,600.00	\$ 18,000.00	\$ 3,650.00	\$ 18,250.00
	Total Bid				\$ 313,251.50		\$ 537,875.00		\$ 391,600.00

4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
 Fayetteville, Arkansas

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit. The unit prices shall be written in words on each line below the item description. The unit price in figures and extended total in figures shall be written on the lines provided. The total bid amount shall be written in both figures and words on the lines provided.

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Thirty seven and ^{no}/₁₀₀ dollars</u>	2500	LF	<u>\$ 37.00</u>	<u>\$ 92,500.00</u>
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Thirty six and ^{no}/₁₀₀ dollars</u>	2000	LF	<u>\$ 36.00</u>	<u>\$ 72,000.00</u>
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Thirty six and ^{no}/₁₀₀ dollars</u>	500	LF	<u>\$ 36.00</u>	<u>\$ 18,000.00</u>
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Forty two and ^{no}/₁₀₀ dollars</u>	500	LF	<u>\$ 42.00</u>	<u>\$ 21,000.00</u>

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Fifty four and ¹⁰/₁₀₀ dollars</u>	500	LF	<u>\$ 54.00</u>	<u>\$ 27,000.00</u>
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>Sixty eight and ¹⁰/₁₀₀ dollars</u>	500	LF	<u>\$ 68.00</u>	<u>\$ 34,000.00</u>
7	Internal reinstatement of Service Laterals				
	<u>Zero and ⁰/₁₀₀ dollars</u>	150	EA	<u>\$ 0.01</u>	<u>\$ 1.50</u>
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral				
	<u>One thousand three hundred fifty and ¹⁰/₁₀₀ dollars</u>	30	EA	<u>\$ 1,350.00</u>	<u>\$ 40,500.00</u>
9	Standard Mobilization (within 15 working days)				
	<u>One thousand and ¹⁰/₁₀₀ dollars</u>	2	EA	<u>\$ 1,000.00</u>	<u>\$ 2,000.00</u>
10	Emergency Mobilization (within 3 working days)				
	<u>Two thousand and ¹⁰/₁₀₀ dollars</u>	1	EA	<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF				
	<u>Eight hundred fifty and ¹⁰/₁₀₀ dollars</u>	5	EA	<u>\$ 850.00</u>	<u>\$ 4,250.00</u>

TOTAL BID AMOUNT \$ 313,251.50

Three hundred thirteen thousand two hundred fifty one dollars and fifty cents
(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City of Fayetteville here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

The bidder understands that the City of Fayetteville reserves the right to reject any or all bids, and to waive informalities in the bidding.

The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City of Fayetteville until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City of Fayetteville after forty-eight hours from the time of opening of the bids.

The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City of Fayetteville are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5% of the greatest amount of the total bid is (\$5%) is to become the property of the City of Fayetteville if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

RESPECTFULLY SUBMITTED

Insituform Technologies, LLC
Bidder


SIGNATURE AND TITLE

H. Douglas Thomas
V.P.-Global Procurement/Ops. Suppt.

SIGNATURE AND TITLE

Seal (If bidder is a corporation)

Business Address

17988 Edison Avenue

Chesterfield, MO 63005

Telephone Number

636-530-8000

FAX Number

636-530-0751

Arkansas Contractors License Number 0072030413

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

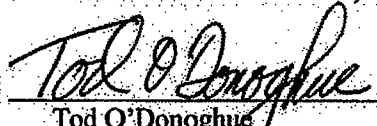
1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 1st day of January, 2012.

INSITUFORM TECHNOLOGIES, LLC

By: 
Tod O'Donoghue
Assistant Secretary

5.0 CONTRACT AND BOND DOCUMENTS

5.1 AGREEMENT

2013 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the City of Fayetteville, Arkansas, and
Insituform Technologies, LLC
doing business as a Corporation, hereinafter called "Contractor",

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
3. The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.
4. The timeline for this contract shall end December 31, 2013. Upon approval of the City of Fayetteville, the contract may be extended on a yearly basis for up to four years.
5. The Contractor shall be entitled to receive up to Three Hundred and Thirty Thousand Dollars (\$330,000). City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
6. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
7. The term "Contract Documents" means and includes the Advertisement for Bids, Information for Bidders, Technical Specifications, Bid Proposal, Agreement, General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Orders and Addenda prepared or issued by the City of Fayetteville.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. It is mutually agreed that should it appear to the City of Fayetteville or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City of Fayetteville under the terms of the Contract, the City of Fayetteville may demand the Contractor furnish additional security in some approved surety company satisfactory to the City of Fayetteville. The acts of the City of Fayetteville or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the contract, or to relieve the Contractor. The City of Fayetteville may stop performance under the Contract until additional security has been furnished by the Contractor, and the City of Fayetteville shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the City of

Fayetteville with reference to furnishing additional security, the City of Fayetteville may exercise its right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.

10. 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.
11. City of Fayetteville contracts and documents prepared while performing City of Fayetteville contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF FAYETTEVILLE

By: _____
Title: Mayor
113 West Mountain Street
Fayetteville, AR 72701

Attest: _____
Title: _____

CONTRACTOR:

By: _____
Title: _____
Company _____
Address _____

*Attest: _____
Title: _____
(Corporate Seal)

*If a corporation, the Secretary of the Corporation should Attest.

BID DOCUMENTS AND SPECIFICATIONS
CONTRACT FOR 2013 SANITARY SEWER MAIN
LINE AND SERVICE LATERAL LINING
CURED IN PLACE PIPE METHOD



City of Fayetteville, Arkansas

October, 2012



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 - 2.1 INVITATION TO BID
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 - 2.4 SPECIAL CONDITIONS
- 3.0 TECHNICAL SPECIFICATIONS
 - 3.1 CURED-IN-PLACE MAINLINE RECONSTRUCTION
 - 3.2 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM MAINLINE
 - 3.3 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM CLEANOUT OR ACCESS PIT
 - 3.4 CURED-IN-PLACE PIPE FOR TRENCHLESS PIPELINE POINT REPAIR
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- 5.0 CONTRACTS AND BONDS
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 - 5.2 PERFORMANCE BOND
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- 6.0 PREVAILING WAGE RATES

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1.0 INVITATION TO BID

CITY OF FAYETTEVILLE INVITATION TO BID

BID 12-75, Construction – 2013 Sanitary Sewer Main Line & Service Lateral Lining

The City of Fayetteville is accepting sealed bids from properly licensed contractors for a term contract for sewer rehabilitation using cured in place pipe lining method. The scope of work can potentially include but is not limited to, up to an estimated 6,500' of 6" - 18" sanitary sewer main line pipe, 30 each 4" service laterals, 5 cured in place point repairs, and 150 internally reinstated connections on the 6"-18" mains preparation for various locations in Fayetteville, Arkansas. Questions should be addressed to Andrea Foren, Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package & should be labeled "Bid 12-75". All bids shall be received by **Wednesday, November 07, 2012 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

All bids shall be accompanied by a five percent (5%) corporate bid bond or cashier's check drawn upon a bank or trust company doing business in the State of Arkansas. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB, CPPO
City Purchasing Agent
Ad dates: 10/19/12 and 10/26/12

2.0

INFORMATION FOR BIDDERS

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2.0 INFORMATION FOR BIDDERS

2.1 INSTRUCTIONS FOR BIDDING

2.1.1 SUBMITTING THE BID

- Each Bid must be submitted in a SEALED ENVELOPE addressed to

Peggy Vice
Purchasing Officer, Room 306
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

- Each sealed envelope containing a Bid must be plainly marked on the outside of the envelope as Bid for 2013 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD, Bid Number 12-75. The envelope should bear the full name and address of the Bidder on the outside. The envelope shall also bear the valid Arkansas Contractor's License Number.
- If forwarded by mail, the above-described envelope containing the Sealed Bid must be enclosed in another envelope addressed to:

Peggy Vice
Purchasing Officer, Room 306
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

2.1.2 FILLING OUT THE BID DOCUMENTS

- All Bids must be made on the required bid form as contained within the Contract Documents.
- All spaces for bid prices must be filled-in in ink or typewritten, and the Bid Form must be fully completed and properly executed by a bona fide agent of the Bidder when the Bid is submitted.
- The City of Fayetteville is not exempt from state and local use taxes. Bid amounts **shall include** State and local sales or use tax.
- Only one copy of the Bid Form is required to be submitted.
- **All documents in Section 4.0 Bidder's Proposal shall be submitted with the Bid.**
- A conditional or qualified bid may be rejected.

2.1.3 BID CONDITIONS AND REQUIREMENTS

- A Bidder may not withdraw his bid within sixty (60) consecutive calendar days after the date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified 60-day period, the time may be extended by mutual agreement between the City of Fayetteville and the Bidder.
- The City of Fayetteville may waive any informalities or minor defects in the bidding, or reject any or all bids without recourse.
- Bidders shall not submit bids that are mathematically or materially unbalanced. The City reserves the right to reject a bid as non-responsive if the prices are materially or mathematically unbalanced between line items or sub-line items. A bid shall be deemed materially unbalanced if a bid is based on prices significantly less than the cost of some work and prices which are significantly over stated in relation of the cost of other work, and if there is reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid, or if it is so imbalanced as to be tantamount to allowing an advanced payment. A bid shall be considered mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and has inflated prices for other work; therefore, each element of the bid shall carry its proportionate share of the total cost of the work plus profits.
- Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof.
- Any Bid received after the time and date specified for receipt of bids will not be considered and will be returned to the Bidder unopened.
- The successful bidder shall furnish Performance and Payment Bonds upon the form provided in the amount of 100% of the total contract price from an approved bank or surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the City of Fayetteville. **The Performance and Payment Bonds shall be recorded at the Washington County Courthouse by the Contractor before they are provided to the City.**
- The CONTRACTOR shall furnish a Maintenance Bond for an amount equal to fifty percent (50%) of the contract price for improvements and shall be for two (2) years from and after the date of the Engineer's acceptance of the work.
- The CONTRACTOR agrees that they will comply with the terms of the "Americans With Disabilities Act".
- Attention of Bidders is particularly called to the requirement as to conditions of employment to be observed and minimum wages to be paid under the Contract as incorporated.
- The Bidder shall submit within the same envelope with his Bid Form, complete "submittal data" to thoroughly define the character of the methods and materials upon which his Bid is based. Submittal data shall include catalog data sheets, descriptive material, photographs, etc., so as to thoroughly explain to the City of Fayetteville the character of the proposed rehabilitation. If such submittal is deficient in the opinion of the City of Fayetteville, the City

of Fayetteville may request of the Bidder supplementary information as necessary to satisfy the City of Fayetteville.

2.1.4 COOPERATIVE BID LANGUAGE

- Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

2.1.5 STATEMENT OF QUALIFICATIONS

- It is the intention of the City of Fayetteville to award a Contract only to a bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly. Prospective bidders must complete and submit the enclosed Qualification Statement with his bid. The Contractor must also provide documentation with his bid that he has successful experience with the following: (1) lining no less than 50,000 feet of 6" sewer main; (2) reinstatement of no fewer than 200 each internal 4" services connected to 6-inch diameter sewer mains; (3) lining no fewer than 200 each service laterals in lengths no less than 10 feet and no more than 75 feet.

2.2 SCOPE OF WORK

2.2.1 PROJECT DESCRIPTION

- Term maintenance contract for the rehabilitation of sanitary sewer mainlines and service laterals throughout the City of Fayetteville, Arkansas.

2.2.2 LOCATION OF PROJECT

- Multiple miscellaneous locations within the Fayetteville, Arkansas sanitary sewer collection system have been identified for rehabilitation. The City of Fayetteville's goal is to accomplish the rehabilitation in phases. **The City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs.** The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded.
- This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

2.2.3 PURCHASE ORDERS

- Purchase orders may be issued to the successful bidder for an amount up to an approximate total of \$300,000 with a contract period not to exceed one (1) year.
- The cost of any change orders will be included in the original contract total, i.e.; they will count against the approximate total of \$300,000. Payment for work on a particular project shall

be made upon completion and acceptance of the work by the City of Fayetteville. **There will be no partial payment made for any project.**

2.2.4 PROGRESS OF WORK

- The CONTRACTOR shall schedule crews in a way to have continuous work from the time a work order has been initiated until it is complete. The CONTRACTOR shall not demobilize until all work from the work order is complete.

2.2.4 CONTRACT RENEWAL

- The contract may be renewed for additional periods up to four (4) additional contract periods beyond the original bid and will be based solely upon the option and agreement between both the City of Fayetteville and the CONTRACTOR. The prices and rates bid by the successful bidder shall be firm throughout the initial one year period of the contract. Prices and rates may only be increased or decreased for the next or subsequent contract extension period, and only if the parties agree to extend the contract. If the City of Fayetteville seeks to decrease or Contractor seeks to increase any price or rate, each party shall give the other party written notice thereof at least ninety (90) days prior to the end of the contract year, together with a justification for each proposed rate of price change. City of Fayetteville and Contractor shall negotiate in good faith the amount, if any, in the increase or decrease in the price or rate; provided, however, in no event may any specific unit cost change more than five percent (5%) of the preceding year's value. If the parties are unable to agree on the extension of the contract, then the contract shall terminate at the end of the contract year, subject to the City of Fayetteville's right to unilaterally extend the contract of the same terms and conditions, for a period not to exceed four (4) months to enable the City of Fayetteville time to rebid this document.

2.2.5 MISCELLANEOUS

- The basis for award of the contract shall be the lowest total bid by an acceptable and qualified CONTRACTOR who meets all or the experience requirements stated within this contract. Any bidder who does not meet all of the experience requirements stated within this contract shall be considered a nonqualified bidder and will not be awarded the contract.
- The CONTRACTOR will establish a point of contact for all field and construction related topics, and a point of contact for all billing and office related topics.
- It is the City of Fayetteville's intent to minimize disruption and street or access closure time to the residents of the City of Fayetteville. Therefore, the CONTRACTOR shall arrange crews in a way to have continuous work from the time a particular project has begun until it is complete. It shall be the responsibility of the CONTRACTOR to inform the City of Fayetteville regarding dates and locations of work activities that may impact the flow of traffic.

2.3 GENERAL INFORMATION

2.3.1 SPECIFICATIONS

- This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mainlines and service lines using the cured-in-place pipe method. Bids offering alternative methods or products may be considered for award if such methods and products are clearly identified in the bid and are determined by the City of Fayetteville to be equal in all respects to the materials and methods referenced in the Specifications. Exceptions taken to the Specifications, if any, shall be clearly documented within the Bidder's bid package.

2.3.2 STATE AND LOCAL TAXES

- The City of Fayetteville is not exempt from state and local use taxes.
- Bid amounts **shall include** State and local sales or use tax.

2.3.3 ESTIMATE

- All invoices for payment presented by the CONTRACTOR shall provide documentation to support the location and amount of work accomplished during the payment period.

2.3.4 PAYMENT

- The Contractor's Invoice and all supporting documents shall be submitted to the City of Fayetteville. The City of Fayetteville will prepare the pay estimate based on the Contractor's Invoice.
- City of Fayetteville will pay amounts due to the Contractor within 30 calendar days after processing the pay estimate.
- Invoices shall be sent to the City of Fayetteville. They shall be itemized to include:
 - The specific bid items utilized.
 - The quantities of those bid items.
 - The location of the project.
 - The total cost for that project.
 - The total billing to date under the annual contract, including any change orders.
 - All state and local taxes applicable.
- Completion of a particular project is defined to include the satisfactory performance of all minor and non-pay work items such as clean up and restoration/replacement of all damaged private and public property, etc.
- **There will be no separate pay items for the following miscellaneous construction items. Cost for these items shall be considered incidental to other contract bid items.**
 - Pre-TV and Post-TV inspection of pipelines
 - Bypass systems to include set up, operation, and removal
 - Excessive pipeline cleaning and root removal
 - Final Cleanup.

2.3.5 RETAINAGE

- As security for the faithful completion of the work by the CONTRACTOR, the City of Fayetteville shall retain five percent (5%) of the total dollar amount of work done on this contract per work order issued.
- Thirty (30) days after successful completion of a work order by the CONTRACTOR the retainage will be released to the CONTRACTOR.

2.3.6 SAFETY

- The CONTRACTOR will be responsible for all signing and barricading and will comply with those portions of the "Arkansas Manual on Uniform Traffic Control Devices for Streets and Highways" which pertain to construction.
- The CONTRACTOR will be responsible for contacting Arkansas One Call in order to determine the location of all utilities in all work areas relating to any excavation performed by the contractor. The City of Fayetteville shall be responsible for contacting Arkansas One Call in order to determine the location of all utilities in all work areas relating to any Excavation performed by City of Fayetteville crews.
- The CONTRACTOR shall take precautions and use care to avoid damaging, disturbing, or disrupting existing private facilities on private or public property, i.e., fences, sprinkler facilities, shrubs, landscaping, etc. The CONTRACTOR shall restore, to the City of Fayetteville's satisfaction, any property damaged by the CONTRACTOR, at the CONTRACTOR's expense.
- The CONTRACTOR shall arrange crews in a way to have continuous work from the time a particular project has begun until it is complete in order to minimize disruption and street or access closure time to the residents of the City of Fayetteville.

2.3.7 INDEMNIFICATION

- The CONTRACTOR agrees to indemnify and hold harmless and the City of Fayetteville, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs, attorneys' fees and other reasonable costs arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from any acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of CONTRACTOR, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.
- The CONTRACTOR further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City of Fayetteville shall not be liable or responsible for the negligence of the CONTRACTOR, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

- The CONTRACTOR agrees to indemnify and save the City of Fayetteville harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this contract. When the City of Fayetteville so desires, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- It is further agreed, with respect to the above indemnity, that the City of Fayetteville and the CONTRACTOR will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the CONTRACTOR or the City of Fayetteville, and the City of Fayetteville shall have the right to compromise and defend the same to the extent of its own interests.
- Insurance coverage shall be of the following types and not less than the following specified amounts:

Commercial General Liability	\$500,000 per occurrence	\$1,000,000 aggregate
Automobile Liability	\$250,000 per occurrence	\$1,000,000 aggregate
Property Damage	\$100,000 per occurrence	
Excess Liability	Other than umbrella from \$1,000,000	
Employer's Liability	\$250,000 per occurrence	\$500,000 aggregate
Worker's Compensation	Statutory worker's compensation coverage	
Umbrella Liability	Not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage	

2.3.8 PROGRESS SCHEDULE

- The CONTRACTOR, upon the execution and delivery of the contract, shall prepare and submit for the CITY OF FAYETTEVILLE'S approval a Critical Path Method (CPM) progress schedule showing the manner of prosecution of the work in order to complete the contract within the allocated time. The CITY OF FAYETTEVILLE will review and approve the proposed progress schedule not later than the issuance of the notice to proceed. The progress schedule shall be revised if, in the opinion of the CITY OF FAYETTEVILLE, the scheduled progress of the work is not being maintained. This revised schedule will address the methods by which time lost shall be made up.

2.3.9 CONTRACTOR QUALIFICATIONS

- All bidders on this project must be deemed qualified by the City of Fayetteville to perform this work. In order to be considered qualified to bid on this contract, the bidding CONTRACTOR, product, manufacturer, and installing CONTRACTOR must provide documentation to satisfy compliance with the following requirements:
 - a) For the bidding **CONTRACTOR** to be considered acceptable, the CONTRACTOR must satisfy all insurance, financial, and bonding requirements by the City of Fayetteville and shall have completed minimum of ten (10) Term Service Contracts, as the General CONTRACTOR, similar in scope to this project with a minimum duration of (1) one year. The CONTRACTOR must also provide documentation with his bid

that he has successful experience with the following: (1) lining no less than 50,000 feet of 6" sewer main; (2) reinstatement of no fewer than 400 each internal 4" services connected to 6-inch diameter sewer mains; (3) lining no fewer than 200 each service laterals in lengths no less than 10 feet and no more than 75 feet.

- b) For a mainline **Product** to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the City of Fayetteville to assure commercial viability. The mainline product intended for use on this contract must be specified with the submittal documents. All materials furnished shall be manufactured in the U.S.A.
- c) For a **Contractor** to be considered as Commercially Proven, the **Contractor** shall have installed 500,000 linear feet of CIPP in wastewater collection systems in the United States. The **Contractor's** key onsite personnel shall have had at least 5 (five) years active experience with the **Contractor** in the commercial installation of the products bid. The installing CONTRACTOR must be specified with the submittal documents.
- b) Sewer rehabilitation products submitted for approval must provide **Third Party Test Results** supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the City of Fayetteville. No product will be approved without independent third party testing verification.
- c) The rehabilitation manufacturing processes shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be required for approval.
- d) The Contractor shall own and operate its own permitted wet-out facility where the resin impregnation of the CIPP tube will be carried out. Documentation of such facility shall be submitted to the City of Fayetteville. **No wet-out of purchased materials (tube & resin) shall be completed through 3rd party companies.**

2.4 SPECIAL CONDITIONS

2.4.1 PERMITS AND RIGHT-OF-WAY

- The intent of this contract is for the City of Fayetteville to perform all excavations to include external lateral reinstatements, required point repairs, and obstruction removal. The CONTRACTOR shall not be required to do this excavation without a written work directive change. All references to work relative to excavation only apply if the contractor performed the excavation.
- The City of Fayetteville will provide rights-of-way for the purpose of construction without cost to the CONTRACTOR by securing permits in areas of public dedication or by obtaining easements across privately owned property.
- It shall be the responsibility of the CONTRACTOR, 48 hours prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the

CONTRACTOR shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

2.4.2 TRADE NAMES AND MATERIALS

- No material, which has been used by the CONTRACTOR for any temporary purpose whatsoever, is to be incorporated in the permanent structure without written consent of the City of Fayetteville.
- Where materials or equipment are specified by a trade or brand name, it is not the intention of the City of Fayetteville to discriminate against an equal product or another manufacturer, but rather to set a definite standard or equality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion of judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved sample. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connections with the materials, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the City of Fayetteville and the City of Fayetteville shall have the right to require the use of such specifically designated material, article or process.

2.4.3 PROPERTY AND MONUMENT LINES

- The CONTRACTOR shall protect all property corner markers, and when any such marker or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR.

2.4.4 DURING CONSTRUCTION

- During construction of the work, the CONTRACTOR shall at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish, as is practicable, shall remove same from any portion of the site, if in the opinion of the City of Fayetteville such material debris, or rubbish constitutes a nuisance or is objectionable.
- The CONTRACTOR shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

2.4.5 PROJECT MAINTENANCE

- The CONTRACTOR shall maintain and keep in good repair the work contemplated under these plans, specifications, drawings, etc., and shall perform for a period as set forth in the Maintenance Bond from the date of acceptance all necessary repair, reconstruction and renewal of any part of said construction and shall furnish the labor and materials to make good and to repair any defective condition growing out of or on the account of the breakage or failure of any substance or the improper function of same. Said maintenance contemplates the complete restoration to a functional use during the said period as set forth in the Maintenance Bond.

2.4.6 PROTECTION OF IMPROVEMENTS

- The CONTRACTOR shall be entirely responsible for the protection of all improvements that are not designated by the City of Fayetteville to be removed for proper construction of the project. This shall include sidewalks, building walls, existing inlets and manholes, underground utilities, shrubs, trees, signs, sod and fences. The CONTRACTOR shall be entirely responsible for the protection of all pavements adjacent to the project.

2.4.7 ACCIDENTS

- The CONTRACTOR must report in writing to the City of Fayetteville all accidents whatsoever arising out of, or in connections with the performance of the work, whether on, or adjacent to, the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City of Fayetteville.
- If any claim is made by anyone against the CONTRACTOR or any subcontractor on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the City of Fayetteville giving full details of the claim.

2.4.8 ARRANGEMENTS FOR WATER

- Water used for installation purposes, jetting or flooding trenches, sprinkling, testing and flushing of pipelines or any other purpose incidental to this project, **will be furnished by the CONTRACTOR**. The CONTRACTOR shall make the necessary arrangements for securing the transporting of such water and shall take such water in a manner and at such time that will not produce a harmful drain or decrease of pressure in the City of Fayetteville's WATER SYSTEM. Water shall not be used in a wasteful manner.

2.4.9 USE OF FIRE HYDRANTS

- No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve or stop cock, or tap any water main belonging to the City of Fayetteville, unless duly authorized to do so by the City of Fayetteville Water Department.

2.4.10 LIGHTS AND POWER

- The CONTRACTOR shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work.

2.4.11 PROTECTION OF TREES

- No trees shall be cut except upon the specific authority by the City of Fayetteville. Trees adjacent to the work shall be protected from all damage by the construction operations.

2.4.12 REMOVAL OF TREES, FENCES, ETC.

- Fences within the right-of-way of this project shall be kept in good repair and closed at all times, except when it is necessary to move machinery and equipment through the fence. Gates shall be

closed immediately after use. When the project is complete, the CONTRACTOR shall repair all fences and gates that have been moved or damaged by the CONTRACTOR as a result of construction. Fences shall be left in repair equal to the original condition. No separate compensation shall be made for this work.

- Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.
- The CONTRACTOR shall not be held liable for unavoidable damage to crops provided such damage occurs within the construction easement provided by the City of Fayetteville.

2.4.13 POLES, SIGNS, GUY WIRES, ETC

- All utility poles and guy wires, private sign posts, signs and guy wires, and similar private obstructions which interfere with the construction of this project will be removed and replaced, or moved to new permanent locations by the Owners thereof without cost to the CONTRACTOR.
- The removal and replacement of City of Fayetteville street sign posts and signs are the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for all damage to street signposts and signs within the limits of his operations that remain in place or are removed and replaced. In the event street sign posts and signs are injured or destroyed by the CONTRACTOR'S operations, they shall be replaced by the CONTRACTOR. No separate compensation will be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.

2.4.14 EXISTING UTILITIES AND SERVICE LINES

- Prior to the start of any excavation by the CONTRACTOR, the CONTRACTOR shall communicate with ARKANSAS ONE CALL, the proper representative of all the utility systems included but not limited to the water and sewer department, the gas company, electric company, telephone company and any other private utility companies and advise said representative of the route of the proposed construction, in order to obtain the assistance of the utility in the location of and in the avoidance of conflicting with utility lines.
- The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense, with the exception of those items included in the bid schedule.

2.4.15 EXISTING STRUCTURES

- No construction plans have been prepared for this contract. It is the Contractor's responsibility to verify the locations of existing surface and subsurface structures. It is mutually agreed that such shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

2.4.16 TESTING, INSPECTION AND CONTROL

- Testing of CIPP field samples and other materials used in the work shall be done by an approved commercial laboratory and paid directly by the CONTRACTOR.

2.4.17 DRAINAGE

- The CONTRACTOR shall provide at his own cost and expense all methods for adequately draining the work. No separate measurement or compensation will be paid for sub-drains or other methods of draining, but the cost thereof shall be included in such contract pay items as are provided in the Proposal and Contract.

2.4.18 CONSTRUCTION IN CITY STREETS AND PRIVATE DRIVES

- It shall be the responsibility of the CONTRACTOR to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade, and mark all bypasses and detours that might be required on and across the streets involved in the work included in this contract.
- Street shall remain open to traffic at all times unless special permission for closing the street is given by the City of Fayetteville. After permission is given for closing any portion of the street, the CONTRACTOR shall be responsible for notifying the Police and Fire Department 24 (24) hours in advance of such closing.
- The CONTRACTOR shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the streets. Owners or tenants or improvements where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed.
- During wet weather the CONTRACTOR shall construct temporary gravel crossings and wooden walkways to allow ingress and egress across excavated areas at no expense to the City of Fayetteville and as directed by the City of Fayetteville.
- The CONTRACTOR shall at all times, keep a sufficient width of the roadway clear of dirt and other materials to allow the free flow of traffic. The CONTRACTOR shall assume any and all responsibility for damage, person or otherwise, that may be caused by the construction along City of Fayetteville streets or private drives.
- If it becomes apparent that barricades do not sufficiently protect the general public and the CONTRACTOR'S workmen from traffic hazards, the CONTRACTOR may be required to furnish such flagmen and/or watchmen as may be deemed necessary to properly direct traffic.

2.4.19 CONSTRUCTION IN ARKANSAS HIGHWAY DEPARTMENT RIGHT-OF-WAY

- Where the work encroaches upon any right-of-way of the Arkansas Highway Department, the City of Fayetteville will secure the necessary permits for the work. Where highways are crossed, the CONTRACTOR shall observe all the regulations and instructions of the Arkansas Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the Arkansas Highway Department except for permits shall be made by the

CONTRACTOR. The Arkansas Highway Department shall be notified by the CONTRACTOR not less than five days previous to the time of his intention to begin work.

2.4.20 MAINTENANCE OF STORM SEWER AND UTILITIES THAT CROSS EXISTING ROADWAY

- The CONTRACTOR shall maintain at all times during construction storm sewer and utility crossings of existing roadways at no expense to the City of Fayetteville. Storm sewers and utilities crossing existing roadways shall be back-filled in accordance with the provisions of these specifications to an elevation six inches below the elevation of the existing roadway. A six-inch thick compacted gravel base shall be constructed to the elevation of the existing pavement within the limits shall be maintained throughout the construction. Potholes appearing in the existing pavement, which in the opinion of the City of Fayetteville is a hazard to the general public, shall be filled and maintained as directed by the City of Fayetteville.

2.4.21 BARRICADES, LIGHTS AND WATCHMEN

- Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall at his own cost and expense furnish and erect such barricades, fences, battery type flasher-markers and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. **UNLESS OTHERWISE INDICATED, ALL SIGNS, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE PLACED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE ARKANSAS MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)**
- From sunset to sunrise, the CONTRACTOR shall furnish and maintain at least one battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR shall furnish watchmen in sufficient numbers to protect the work.
- The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the City of Fayetteville may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the City of Fayetteville.
- During the prosecution of the work, the CONTRACTOR shall obstruct public travel as little as possible and in no case shall there be less than twelve (12) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with red flags during the day and with lights during the night.

2.4.22 PROTECTION OF EXISTING WATER VALVE BOXES

- Protection of existing water valve boxes located within the limits of the work shall subsequently be the responsibility of the CONTRACTOR. Failure to show water valve box locations on the plans does not relieve the CONTRACTOR of the responsibility to prevent damage to the valve and boxes.

2.4.23 SURPLUS MATERIALS

- Surplus materials shall be disposed of by the CONTRACTOR at his own cost and expense.
- All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the City of Fayetteville, it can be nearly spread over along the sites to form the finished contours.

2.4.24 SALVAGED MATERIALS

- All materials removed during the construction of the project as salvaged materials shall be removed, cleaned, hauled to and stacked on the City of Fayetteville's grounds. Salvaged materials shall be the property of the City of Fayetteville.

2.4.25 FINAL CLEAN-UP

- Upon completion of the work and before acceptance and final payment, the CONTRACTOR shall clean, remove rubbish, unused materials and temporary structures from the limits of the project and restore in a manner acceptable to the Engineer, all property, both public and private, that has been damaged by the CONTRACTOR during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.
- Material cleared from the limits of the project and deposited on adjacent property will not be considered satisfactory unless prior approval is obtained from the property owner involved, the work is accomplished to the satisfaction of the City of Fayetteville, and a proper City of Fayetteville grading permit is issued, if required.

2.4.26 WAGE RATES

- All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality, as determined by the Arkansas Department of Labor. One and one-half times the prevailing per diem wage based on a 40 hour work week shall be paid for all hours worked in excess of 40 hours in one week, or for all hours worked on Sundays and on holidays. The days to be considered holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving (x2)
Christmas Day (x2)

2.4.27 LABOR PREFERENCE

- The CONTRACTOR should give preference to all labor hired on the project in the following order:
 - (a) to bona fide residents of the City of Fayetteville, Arkansas
 - (b) to bona fide residents of the County of Washington, Arkansas
 - (c) to bona fide residents of the State of Arkansas
 - (d) to bona fide residents of the United States
- Provided that these preferences shall apply only where such qualified labor is available to perform the work to which the employment relates.

2.4.28 LEINS

- Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the City of Fayetteville a complete release of all liens arising out of this contract, or receipt in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City of Fayetteville, to indemnify the City of Fayetteville against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the City of Fayetteville all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

2.4.29 PRIVATE PROPERTY ACCESS

- The CONTRACTOR shall not enter upon or use private property except as allowed by easements or if the CONTRACTOR obtains specific written permission from the property owner.

2.4.30 COMPANY LOGO

- All equipment used on the project shall be clearly marked with the Contractor's name and LOGO. Subcontractor equipment shall also be similarly marked.

2.4.31 CONSTRUCTION SEQUENCING

- For construction sequence & traffic control plan other than what is included in the contract document, the CONTRACTOR will provide his proposed plan sealed by a licensed engineer in the State of Arkansas, which will be reviewed and accepted by the City of Fayetteville prior to construction.

2.4.32 TRENCH SAFETY SYSTEM

- Where trenching by the Contractor is necessary, the CONTRACTOR shall provide a trench shoring design. Such design shall be prepared, signed and sealed by a Registered Professional Engineer. Such engineer shall carry liability insurance against errors and omission in the amount of \$100,000 minimum. A copy of the policy binder shall be furnished to the City of Fayetteville.

If an alternative trench safety system is to be used, then four (4) copies of the final report shall be provided to the City of Fayetteville prior to the issuance of the notice to proceed for this project.

- The Trench Support System shall cover trench excavations more than five feet (5') in depth. Such excavations shall be provided with a support system or some equivalent means of protection, which will provide a safe environment for workmen. The minimum such support shall be a trench box consisting of a pre-fabricated movable trench shield composed of steel plates welded to a heavy steel frame. Other systems may consist of sheet piling, shoring or bracing and must be approved by the City of Fayetteville. All work, reports, and plans required herein shall be included in the cost of the project.

2.4.33 MOBILIZATION

- It is the intent of this Contract to supply the Contractor with work orders constituting the majority of the plan quantity upon issuance of the Notice to Proceed. In the work order the City of Fayetteville will specify whether the Contractor will mobilize in accordance to standard conditions or emergency conditions. Standard Mobilization will require the Contractor to begin work within fifteen (15) working days from the issuance of the work order or orders. Emergency Mobilization will require the Contractor to begin work within three (3) working days from the issuance of the work order or orders. Payment shall be made at the Contract Unit Price indicated on the Bid Schedule. Quantities stipulated in the Bid Schedule are approximate. The basis of payment for Mobilization will be the actual number of Emergency and Regular Mobilizations performed. The Contractor agrees that he will make no claim for damages, or anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and the estimated amounts therefore.

3.0

TECHNICAL SPECIFICATIONS

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3.0 TECHNICAL SPECIFICATIONS

3.1 CURED-IN-PLACE MAINLINE RECONSTRUCTION

3.1.1 INTENT

- It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is formed to the original conduit by use of a hydrostatic head. The resin is cured using hot water under hydrostatic pressure within the tube. The Cured-In-Place Pipe (CIPP) shall be continuous and tight fitting.
- The CONTRACTOR shall submit engineering calculations for liner thickness using ASTM F1216 and sealed by a Registered Professional Engineer for approval by the City of Fayetteville prior to the start of work.

3.1.2 REFERENCED DOCUMENTS

- This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), and ASTM D790 (Test methods for flexural properties of un-reinforced plastics), which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

3.1.3 PRODUCT, MANUFACTURER, CONTRACTOR QUALIFICATION REQUIREMENTS:

- In order to minimize the City of Fayetteville's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and Contractors must be approved by the City of Fayetteville for the bid to be acceptable.
- Products and Contractors seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:
 - For a *Product* to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the City of Fayetteville to assure commercial viability.
 - For a *Contractor* to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least 5 (five) years active experience in the commercial installation of the product bid. In addition, the Contractor must have successfully installed at least 50,000 feet of the product bid in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville.
 - Sewer rehabilitation products submitted for approval must provide *Third Party Test Results* supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the City of Fayetteville. No product will be approved without independent third party testing verification.

- Both the rehabilitation manufacturing and installation processes shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be required for approval.

3.1.4 MATERIALS

- Tube - The Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- The wetout Tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.
- The Tube, when installed, shall tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
- The outside layer of the Tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.
- The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- Seams in the Tube shall be stronger than the unseamed felt.
- The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.
- Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, and the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of this specification.
- The Contractor is solely responsible for field verification of all pipe diameters and lengths prior to fabrication and installation. The Contractor shall remedy, at no cost to the City of Fayetteville, any defects in the installed resin tube resulting from field measurement errors, concealed changes in diameter, or from errors in diameters and lengths shown in the Unit Price Schedule. Contractor shall determine the minimum length necessary to effectively span the distance between access points.

3.1.5 STRUCTURAL REQUIREMENTS:

- The CIPP shall be designed as per ASTM F1216, Appendix X1. The CIPP design shall assume no bonding to the original pipe wall.
- The CONTRACTOR must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in Design.
- The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.
- The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM PHYSICAL PROPERTIES

Cured Composite			
Property	Test Method	per ASTM F1216	(400k Resin)
Modulus of Elasticity	ASTM D-790 (short term)	250,000 psi	400,000 psi
Flexural Stress	ASTM D-790	4,500 psi	4,500 psi

- The required structural CIPP wall thickness shall be based as a minimum, on the physical properties above and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	=	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design (as determined by Long-Term tests described in paragraph 5.2)	=	1% - 60%
Ovality*	=	2%
Enhancement Factor, k	=	See Section 5.3
Groundwater Depth (above invert)*	=	ft.
Soil Depth (above crown)*	=	ft.
Soil Modulus**	=	Psi
Soil Density**	=	120 pcf
Live Load**	=	H20 Highway
Design Condition	=	Fully Deteriorated

- * Denotes information which can be provided here or in inspection video or project construction plans. Multiple line segments may require a table of values.

- Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
- Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.
- Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- CIPP Field Samples - When requested by the City of Fayetteville, the CONTRACTOR shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Paragraph 3.1.5 have been achieved in previous field applications.

3.1.6 INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

- It shall be the responsibility of the City of Fayetteville to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. The City of Fayetteville shall provide access to water hydrants for cleaning, inversion and other work items requiring water. The CONTRACTOR will be responsible for the cost of the water.
- Cleaning of Sewer Lines - The CONTRACTOR, when required, shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. The City of Fayetteville shall provide a dumpsite for all debris removed from the sewers during the cleaning operation. Unless stated otherwise, it is assumed this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation. Any hazardous waste material encountered during this project will be considered as a changed condition.
- Bypassing Sewage - The CONTRACTOR, when required, shall provide for the flow of sewage around the section or sections of pipe designated for repair. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The City of Fayetteville may require a detail of the bypass plan to be submitted.
- Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A digital video and suitable log shall be kept for later reference by the City of Fayetteville.

- **Line Obstructions** - It shall be the responsibility of the CONTRACTOR to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, then the CONTRACTOR shall request the City of Fayetteville to make a point repair excavation to uncover and remove or repair the obstruction.
- **Public Notification** - The CONTRACTOR shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the CONTRACTOR to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The CONTRACTOR shall also provide the following:
 - Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the CONTRACTOR they can call to discuss the project or any problems which could arise.
 - Personal contact with any home or business, which cannot be reconnected within the time, stated in the written notice.
 - The CONTRACTOR shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.
- **Installation** - CIPP installation shall be in accordance with ASTM F1216, Section 7, with the following modifications:
 - **Resin Impregnation** - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Contractor uses an alternate method of resin impregnation, the method must produce the same results. Any alternate resin impregnation method must be proven.
 - **Tube Insertion** - The wetout tube shall be positioned in the pipeline using the inversion method. The tube should be inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
 - **Temperature gauges** shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.
 - **Curing** shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool down process shall be conducted that complies with the resin manufacturer's specification.

3.1.7 REINSTATEMENT OF BRANCH CONNECTIONS:

- The Contractor shall be responsible to reinstate each service without excavation, utilizing a remote controlled cutting device, monitored by a video TV camera. The service connection shall be cut at 95% of the opening with the remaining brushed into the lateral using a wire brush to provide a smooth transition from the main line to the service lateral. The CONTRACTOR shall certify he has a minimum of two complete working cutters plus spare key components on the site before each inversion. The Contractor must provide with his bid demonstrated successful experience with internal reinstatement of services located on 6-inch diameter sewer mains.
- The City of Fayetteville reserves the right to reinstate service connections externally with its own forces. The City of Fayetteville will coordinate with the CONTRACTOR after the pre-TV video has been reviewed to determine which services, if any, will be reinstated externally. **No lining work shall be scheduled until the City of Fayetteville and CONTRACTOR have reviewed all pre-TV video.** All work that will require the City of Fayetteville to reinstate service connections externally shall be performed during normal business hours on Monday through Friday. City of Fayetteville crews will not work on Saturday or Sunday, without prior written approval from the City of Fayetteville. The CONTRACTOR'S work schedule shall take into account the City of Fayetteville crew's availability for work. Additional internal reinstatements by Contractor may be required if external excavation is deemed inappropriate by the City of Fayetteville.

3.1.8 INSPECTION / QUALITY CONTROL:

- **CIPP samples shall be prepared for each installation designated by the City of Fayetteville, approximately 20% of the project's installations.** CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM. All testing shall be paid for by the contractor.
- Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the design thickness as calculated in Paragraph 3.1.5 of this document.
- Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

3.1.9 CLEAN-UP

- Upon acceptance of the installation work and testing, the CONTRACTOR shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

3.1.10 PAYMENT

- Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

3.2 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM MAINLINE

3.2.1 INTENT:

- It is the intent of this portion of the specification to provide for the reconstruction of service lateral sanitary sewer lines, normally without excavation, by the installation of a resin impregnated, flexible, non-woven felt tube inverted into the existing service lateral utilizing a pressure apparatus positioned in the mainline pipe. Curing shall be accomplished by circulating hot water or other approved method to cure the resin into a hard impermeable cured-in-place pipe liner. When cured, the liner should extend over the length of the inversion in a continuous tight-fitting, watertight pipe-within-a-pipe to effect a junction with the mainline reconstructed pipe.

3.2.2 REFERENCE SPECIFICATIONS:

- This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.

3.2.3 GENERAL CORROSION REQUIREMENTS:

- The finished cured-in-place pipe shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage.
- All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength that will reduce the projected product life.
- In industrial areas subject to possible flows other than domestic sewage, the City of Fayetteville shall obtain samples of the dry weather sewage flow to be analyzed for chemical content. This analysis shall be supplied to the Contractor for his information.

3.2.4 CURED-IN-PLACE PIPE MATERIALS:

- The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the City of Fayetteville. Allowance shall be made for circumferential stretching during insertion.
- The minimum length shall be that deemed necessary by the Contractor to effectively span the distance from the lateral connection at the main to the desired termination location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of the resident cleanout at the property line. The Contractor shall verify the lengths in the field before impregnation.
- Unless otherwise specified, the Contractor shall furnish a specially designed, unsaturated, polyester resin and catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

3.2.5 PHYSICAL STRENGTH:

- The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
- Design methods are to be derived from traditionally accepted pipe formulae for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval prior to installation.
- The cured-in-place pipe shall conform to the minimum structural standards as listed below:

PROPERTY	ASTM Standard	RESULTS
Flexural Stress	ASTM D 790	4,500 psi
Flexural Modulus of Elasticity	ASTM D 790	250,000 psi

NOTE TO DESIGNER:

Values shown are for commonly used polyester resins in the United States at the time of this writing. Values for non-typical polyesters, vinyl esters, and epoxies should be substituted when applicable. Unless otherwise specified, these values shall be supported using lab test samples.

3.2.6 DEVIATIONS:

- The CONTRACTOR shall submit his price proposal for the appropriate length, diameter and thickness designated in the proposal section. The deterioration of service laterals is an ongoing process. Should pre-construction inspections reveal the service laterals to be in substantially different conditions than those in the design considerations, the CONTRACTOR shall request such changes in liner thickness, supporting such request with design data. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as shown in the optional portion of the proposal section.

3.2.7 INSTALLATION PREPARATIONS:

- The following installation procedures shall be adhered to unless otherwise approved by the City of Fayetteville's representative.
- Access – The City of Fayetteville shall ensure that a clean out or access point exists at or beyond the termination point of the length of service lateral to be rehabilitated, to allow for the passage of the required cleaning and video equipment. The point of access shall be constructed of materials which provide a four inch (4") minimum diameter circular opening.
- Safety – The CONTRACTOR shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.

- Cleaning of Sewer Line – It shall be the responsibility of the CONTRACTOR to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
- Inspection of Pipelines – Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the City of Fayetteville.
- Bypassing Sewage – The CONTRACTOR, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.
- It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using his services during the period of installation.
- Line Obstructions – It shall be the responsibility of the CONTRACTOR to clear the line of obstructions such as solids, dropped joints, roots or collapsed pipe that will prevent the insertion of the cured-in-place liner. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the City of Fayetteville shall make a point repair excavation to uncover and remove or repair the obstruction.
- The mainline pipe opening shall be prepared to accept the lateral CIPP and the mainline reconstructed pipe shall be maximized to obtain the best possible connection.

3.2.8 INSTALLATION OF LATERAL LINING

- The CONTRACTOR shall designate a location where the liner will be vacuum impregnated prior to installation. The CONTRACTOR shall allow the City of Fayetteville's representative to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- The wet-out liner shall be loaded inside a pressure apparatus above ground. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the Insitutube.
- Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized. However, if a heat cure is required, the CONTRACTOR shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water or other approved heating medium throughout the section by means of a pre-strung

hose to uniformly raise the water temperature above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

- If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Water temperature in the line during the cure period shall be recommended by the resin manufacturer.
- Initial cure shall be deemed to be completed when inspection of the exposed portions of the cured in place pipe appear to be hard and sound and the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
- Cool-down – The CONTRACTOR shall cool the hardened cured in place pipe to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- Finish – The finished CIPP shall be continuous over the entire length of an inversion run and be free of dry spots, lifts, and delamination. The lateral CIPP shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.
- During the warranty period, any defects which will affect the integrity or strength of the cured-in-place liner shall be repaired at the CONTRACTOR's expense in a manner mutually agreed upon by the City of Fayetteville and the CONTRACTOR.
- After the work is completed, the CONTRACTOR will provide the City of Fayetteville with a video showing the completed work including the restored conditions.

3.2.9 CLEAN-UP:

- Upon acceptance of the installation work, the CONTRACTOR shall reinstate the project area affected by his operations.

3.2.10 PAYMENT:

- Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

3.3 CURED-IN-PLACE LATERAL RECONSTRUCTION FROM CLEANOUT OR ACCESS PIT

3.3.1 INTENT:

- It is the intent of this portion of the specification to provide for the reconstruction of service lateral sanitary sewer lines, normally without excavation, by the installation of a resin impregnated, flexible, non-woven felt tube. The resin-impregnated tube shall be installed in the existing service lateral utilizing a pull rope or a push rod. The curing method shall be suitable for the selected resin, such that the resin produces a hard, impermeable cured-in-place pipe liner. When cured, the liner should extend throughout the initially defined and agreed

upon length in a jointless, continuous, tight-fitting, watertight pipe-within-a-pipe to effect a junction with the mainline reconstructed pipe.

3.3.2 REFERENCE SPECIFICATIONS:

- This specification references ASTM test methods which are made a part hereof by such reference and shall be the latest edition and revision thereof.

3.3.3 GENERAL CORROSION REQUIREMENTS:

- The finished cured-in-place pipe shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage.
- All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength that will reduce the projected product life.
- In industrial areas subject to possible flows other than domestic sewage, the City of Fayetteville shall obtain samples of the dry weather sewage flow to be analyzed for chemical content. This analysis shall be supplied to the CONTRACTOR for his information.

3.3.4 CURED-IN-PLACE MATERIALS:

- The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the City of Fayetteville. Allowance shall be made for circumferential stretching during insertion.
- The minimum length span the distance from the cleanout or access pit to the lateral connection at the main. The CONTRACTOR shall verify the lengths in the field before impregnation.
- Unless otherwise specified, the CONTRACTOR shall furnish a specially designed, unsaturated, polyester resin and catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

3.3.5 PHYSICAL STRENGTH:

- The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.
- Design methods are to be derived from traditionally accepted pipe formulae for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval prior to the pre-bid conference.

- The cured-in-place pipe shall conform to the minimum structural standards as listed below:

PROPERTY	ASTM Standard	RESULTS
Flexural Stress	ASTM D 790	4,500 psi
Flexural Modulus of Elasticity	ASTM D 790	250,000 psi

NOTE TO DESIGNER:

Values shown above are for commonly used polyester resins in the United States at the time of this writing. Values for non-typical polyesters, vinyl esters, and epoxies should be substituted when applicable. Unless otherwise specified, these values shall be supported using lab test samples.

3.3.6 DEVIATIONS:

- The CONTRACTOR shall submit his price proposal for the appropriate length, diameter and thickness designated in the proposal section. The deterioration of service laterals is an ongoing process. Should pre-construction inspections reveal the service laterals to be in substantially different conditions than those in the design considerations, the CONTRACTOR shall request such changes in liner thickness, supporting such request with design data. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as shown in the optional portion of the proposal section.

3.3.7 INSTALLATION PREPARATIONS:

- The following installation procedures shall be adhered to unless otherwise approved by the City of Fayetteville's representative.
- Access – The City of Fayetteville shall ensure that a clean out or access point exists at or beyond the termination point of the length of service lateral to be rehabilitated, to allow for the passage of the required cleaning and video equipment and the pull-in of the impregnated tube. The point of access shall be constructed of materials which provide a four inch (4") minimum diameter circular opening.
- Safety – The CONTRACTOR shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entering confined spaces.
- Cleaning of Sewer Line – It shall be the responsibility of the CONTRACTOR to verify, prior to installation, that all internal debris has been removed from the sewer line. Internal debris consists of broken pipe sections, roots, loose gravel, etc.
- Inspection of Pipelines – Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A video and suitable log shall be kept for later reference by the City of Fayetteville.
- Bypassing Sewage – The CONTRACTOR, when required, shall provide for the flow of sewage around the section or sections of mainline pipe where the service lateral designated for

lining is located. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow.

- It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using his services during the period of installation.
- Line Obstructions – It shall be the responsibility of the CONTRACTOR to clear the service lateral line of obstructions such as solids, dropped joints, roots or collapsed pipe that will prevent the insertion of the cured-in-place pipe. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the City of Fayetteville shall make a point repair excavation to uncover and remove or repair the obstruction.

3.3.8 INSTALLATION OF CURED-IN-PLACE LATERAL LINING

- The CONTRACTOR shall designate a location where the liner will be vacuum impregnated prior to installation. The CONTRACTOR shall allow the City of Fayetteville's representative to inspect the materials and "wet-out" procedure. A catalyst system compatible with the resin and liner shall be used.
- The wet-out liner shall be attached to a pull cable strung from the lateral through the main line and to the downstream manhole. The liner is then pulled through the lateral until the liner end reaches the required location. The liner is then inflated with water, air or other appropriate medium to fully expand the liner and press it firmly against the walls of the existing lateral pipe.
- Curing – In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the CONTRACTOR shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of delivering hot water or other approved heating medium throughout the section by means of a pre-strung hose to uniformly raise the water temperature above the temperature required to effect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Water temperature in the line during the cure period shall be recommended by the resin manufacturer.
- Initial cure shall be deemed to be completed when inspection of the exposed portions of the Insitu pipe appear to be hard and sound and the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.
- Cool-down – The CONTRACTOR shall cool the hardened Insitu pipe to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.
- Finish – The finished CIPP shall be continuous over the entire length of an inversion run and be free of dry spots, lifts, and delamination. The lateral CIPP shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

- During the warranty period, any defects which will affect the integrity or strength of the cured-in-place liner shall be repaired at the CONTRACTOR's expense in a manner mutually agreed upon by the City of Fayetteville and the CONTRACTOR.
- After the work is completed, the CONTRACTOR will provide the City of Fayetteville with a video showing the completed work including the restored conditions.

3.3.9 CLEAN-UP:

- Upon acceptance of the installation work, the CONTRACTOR shall reinstate the project area affected by his operations.

3.3.10 PAYMENT:

- Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

3.4 CURED-IN-PLACE PIPE FOR TRENCHLESS PIPELINE POINT REPAIR

3.4.1 INTENT

- It is the intent of this Specification to provide for the reconstruction of short lengths of pipelines and conduits by the installation of a resin-impregnated flexible Tube which is inflated in a short length of the pipeline to form a hard, impermeable, corrosion-resistant pipe within a pipe. When cured, the cured-in-place-pipe (CIPP) will be formed to the original conduit. This reconstruction process can be used in a variety of gravity applications such as sanitary sewers and storm sewers.
- This is a standard Specification and may require modification for specific job conditions.

3.4.2 MATERIALS

- Tube - The Tube should consist of one or more layers of flexible needled felt, sewn to the prescribed circumference and length. It shall be capable of carrying resin, withstanding installation pressures and curing temperatures. The Tube should be compatible with the resin system used. The Tube shall be sewn to a size that, when installed, will form to the internal circumference of the original pipe. Allowance should be made for circumferential stretching during installation.
- Resin - A corrosion resistant, unsaturated, styrene-based, thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the installation process should be used. The CIPP can be expected to have as a minimum structural properties given in Table 1.

TABLE 1. Structural Properties		
Property	Test Method	Minimum Value*
Flexural Strength	D790	4,500 psi
Flexural Modulus	D790	250,000 psi

* Note - The values are considered minimum for field inspection. The purchaser should consult the Contractor for the particular resin system to be used for the long-term design properties.

3.4.3 STRUCTURAL REQUIREMENTS

- The CIPP shall be designed as per ASTM F1216, appendix X.1, taking into consideration the condition of the existing pipe.

3.4.4 INSTALLATION

- The Tube shall be thoroughly wetout with the catalyzed resin using a vacuum impregnation process. If the repair section is over 25 ft. in length, an immediate vacuum point shall be established and closed when the resin approaches that point.
- The Tube shall be properly oriented and loaded into the Carrier Train for proper installation over the repair area.
- The Carrier Train shall be winched to the damaged area and positioned by Closed Circuit TV camera guiding the installation. The installation shall follow the manufacturer's recommended procedures for inflation and curing of the repair.

3.4.5 TESTING REQUIREMENTS

- Hydraulic Capacity – Calculations must support that the finished CIPP point repair will allow for at least 100% of the full flow capacity of the original host pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the original pipe material. A typical roughness coefficient for the CIPP product is 0.010.

3.4.6 INSPECTION

- The installation may be inspected visually if appropriate, or by closed-circuit television. Variations from true line and grade may be inherent because of the conditions of the original piping.
- The finished CIPP should be continuous over the length of the repair area plus no less than six inches on either side extending into structurally sound pipe.

3.4.7 CLEAN-UP

- Upon acceptance of the installation work and testing, the Contractor shall reinstate the project area affected by the operations.

3.4.8 PAYMENT

- Payment for the work included in this section will be in accordance with the prices set forth in the proposal for the quantity of work performed.

3.5 CLEANING AND INTERNAL TELEVISION INSPECTION OF EXISTING SANITARY SEWERS

3.5.1 GENERAL

- This section includes provision of cleaning operations, inspection, and closed circuit television monitoring operations, and all associated work for the sizes and lengths of sewers encountered. Cleaning, debris/solids/root removal, and internal television before and after the installation of CIPP is considered subsidiary to the cost for installing the CIPP liner. No additional payment will be made for this item.
 - All sewers to be inspected shall be cleaned as hereinafter specified except when cleaning is not directed by the CITY OF FAYETTEVILLE.
 - It is not required that television inspection be provided by the CONTRACTOR during the cleaning operation. However, he may do so at his own expense.
 - CONTRACTOR's cleaning operations and line inspections are generally limited to 7:00 a.m. to 5:00 p.m. on Monday through Friday except holidays unless previously approved by CITY OF FAYETTEVILLE.
 - CONTRACTOR shall provide traffic control personnel during operations to maintain safety of all personnel and public traffic maintenance.
 - Contractor shall plug each sewer segment and allow to drain prior to performing internal inspection if flow levels exceed 25 percent of pipe diameter
 - If the specified low flow levels are not achievable using flow through plugs or by scheduling inspection during low flow hours, the CITY OF FAYETTEVILLE may authorize the inspection above these flow levels.
 - The CONTRACTOR shall be responsible for any backups in the sanitary sewer system caused by the cleaning and/or TV operation. Any damage to property, both public and private, including but not limited to backup into homes, businesses, etc., shall be repaired, cleaned or replaced to the satisfaction of the owner of such property at no cost to the CITY OF FAYETTEVILLE.

3.5.2 MATERIALS

- Equipment
 - General
 - The CONTRACTOR shall allow CITY OF FAYETTEVILLE to become familiar with CONTRACTOR's equipment before commencement of work.
 - Cleaning Equipment
 - (1) The CONTRACTOR shall provide all equipment necessary for proper flushing and cleaning of the sewers in the sizes indicated prior to television inspection. Hydraulic high pressure sewer cleaners used for sanitary sewer cleaning shall be specifically designed and constructed for such cleaning. The sewer cleaner shall have a minimum usable water capacity of 600 gallons and a pump capable of delivering at least 30 gallons per minute (gpm) at 1,000 psi. Pressure to the nozzle shall be regulated by a relief valve adjustable from 0 to 1,500 psi minimum. The equipment will be subject to approval by the CITY OF FAYETTEVILLE.
 - (2) Satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Sewers damaged as a result of the CONTRACTOR's operations shall be promptly repaired by the CONTRACTOR at no cost to the CITY OF FAYETTEVILLE.

- (3) All equipment, devices, and tools required for this contract shall be owned (or leased) and operated by the CONTRACTOR.
- Television Equipment
 - (1) The television cameras used for the inspection shall be specifically designed and constructed for such inspection and shall provide a color picture. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe, acceptable to the CITY OF FAYETTEVILLE. The camera shall be operative in 100 percent humidity conditions, have 360° rotate and 290° pan capability, a minimum of 3 lux light capability, and shall have a minimum of 600 line resolutions. The camera equipment must have the capability of being mounted on skids and winched through the sewer lines if required by the condition of the lines.

The CONTRACTOR shall also provide a color mini-camera based closed circuit television inspection system. This system will be used to remotely inspect service laterals from the cleanout. Picture quality should be of a degree of quality to allow a thorough evaluation of service lateral condition.
 - (2) Digital recording equipment will be required for all video. The video that will be provided to CITY OF FAYETTEVILLE shall be DVD format.
 - (3) The CONTRACTOR shall provide equipment for viewing of the inspection as it takes place.
 - Cleaning Operation
 - Cleaning Sewers
 - (1) Existing flows shall not be interrupted for periods longer than one hour. Sewage diverted during cleaning operations shall be returned to the sanitary system and not discharged into the streams or storm drain system. Cleaning of these sewers may be by means of hydraulic high pressure jetting or other equipment as needed.
 - (2) Jet machines may be refilled from fire hydrants in a manner acceptable to the CITY OF FAYETTEVILLE. The CONTRACTOR is responsible for any adverse impact on the water distribution system resulting from his filling operations. Water will be available at no cost to the CONTRACTOR from fire hydrants acceptable to the CITY OF FAYETTEVILLE. A backflow prevention valve is required on CONTRACTOR's equipment during filling operations.
 - (3) Cleaning shall generally be performed prior to closed circuit television inspection. The cleaning operations shall be conducted no more than 48 hours in advance of television inspection of the sewer line.
 - (4) Unless other methods are authorized by the CITY OF FAYETTEVILLE, light hydraulic cleaning shall be performed for all main sewers to be inspected. Three attempts shall be made, if necessary, by the CONTRACTOR unless directed otherwise by the CITY OF FAYETTEVILLE. If the line is still not suitable for TV inspection, then heavy cleaning shall be recommended to CITY OF FAYETTEVILLE.
 - (5) Remove all sludge, dirt, sand, grease, roots, rocks, gravel, and other materials from the pipe and collect and remove resulting debris from the downstream manhole of the sewer section being cleaned. Passing material from sewer section to sewer section will not be permitted. An approved dam or weir shall be constructed in the downstream manhole in such a manner that debris and solids will be trapped and retained.

- (6) Roots shall be removed in the sections designated by the CITY OF FAYETTEVILLE where root intrusion is a problem. Special precautions should be exercised to assure removal of visible roots from the joint area which could hinder normal flow or interfere with any rehabilitation or repair techniques that may be performed. The use of mechanical devices such as kites, balls, rodding machines, root cutters, porcupines, and hydraulic procedures such as high-pressure jet cleaners shall be used, as required. This work will be documented with video, before and after removal of the roots, as directed by the CITY OF FAYETTEVILLE.
- Disposal of Debris
 - (1) Under no circumstances shall sewage or solids be dumped onto the ground surface, street or into ditches, catch basins or storm drains.
 - (2) All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR unless authorized or directed otherwise by the CITY OF FAYETTEVILLE. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
 - (3) Disposal will be the responsibility of the CONTRACTOR.
 - Re-cleaning

If a pipeline is found not to be properly cleaned (by visual inspection, video review, or field analysis) in the opinion of the CITY OF FAYETTEVILLE, the television equipment shall be removed and the sewer re-cleaned at no expense to the CITY OF FAYETTEVILLE.
 - Inspection Operations
 - Camera Work
 - (1) When the CITY OF FAYETTEVILLE directs that no cleaning shall be performed prior to the inspection and stringing the line is required, the CONTRACTOR shall string the line by approved means so as not to disturb the existing sewer line conditions.
 - (2) The inspections shall be done one sewer section at a time. The section being inspected shall be isolated from the remainder of the sewer in a manner approved by the CITY OF FAYETTEVILLE. Such method will include plugging all upstream flow if necessary. Plugs shall be secure to remain in place and operations conducted to prevent backflow into buildings.
 - (3) The camera shall be inserted in the upstream manhole of the line segment and moved through the line at a uniformly slow rate (maximum 30 feet/minute), stopping at defective joints, all defects and each service connection to allow adequate evaluation by CITY OF FAYETTEVILLE. In addition, the pan/tilt feature of the camera shall be utilized at each service connection and lateral to provide a clear picture for determination of condition by the CITY OF FAYETTEVILLE, and whether the line is plugged or active. If the line segment to be televised has a cleanout on the upstream end, then the inspection will begin at the downstream manhole.
 - (4) If progress of the television camera is impeded or stopped by roots in the sewer reach being inspected, the camera shall be withdrawn, at the direction of the CITY OF FAYETTEVILLE. The camera shall then be reinserted at the other manhole of the sewer reach and the television inspection resumes. If the camera is stopped by

roots or debris that, in the opinion of the CITY OF FAYETTEVILLE, should have been removed by the cleaning operation, the camera shall be removed and the line re-cleaned at no additional cost to the CITY OF FAYETTEVILLE. Once the re-cleaning is complete, the CONTRACTOR shall televise the line segment. The cost to re-televise is considered subsidiary to the work and paid for one time at the unit cost per foot of pipe actually televised.

- (5) Other obstruction may be encountered during the course of the internal inspection that prevent the travel of the camera. Should an obstruction not be passable, the CONTRACTOR shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should additional obstructions be encountered after the re-employment and no means are available for passing the obstruction without damage to the equipment, then the remaining sections of the sewer not inspected shall be excluded from the work requirements of the contract. Cost related to difficulties encountered during internal inspections will not be measured for payment nor constitute additional cost to the Contract Price, but will be considered as incidental to the contract.
- (6) The CITY OF FAYETTEVILLE will provide for removal of equipment that may become lodged in the sanitary sewer line unless CITY OF FAYETTEVILLE is requested not to inspect a specific sanitary sewer segment. The CITY OF FAYETTEVILLE is not responsible for damage of the television (TV) camera and its associated equipment during the retrieval process.

- Viewing

Telephones, portable radio, CB, walkie talkies, or other electronic means of communications must be set up where voice or manual communications is not feasible. The CONTRACTOR shall provide facilities for the purpose of viewing the monitor while the inspection is in progress.

- Record Logs

- (1) Measurement for location of defects in sewer mains shall be at the ground level by means of a meter device. Marking on cable or the like which requires interpolation for depth of manhole will not be allowed. Measurement meters shall be accurate to 0.2 feet. A measuring target in front of the television camera shall be used as an exact measurement reference point, and the meter reading shall show this exact location of the measurement reference point. The first feature out of the manhole or cleanout will be measured and used as the initial reference point. If a buried manhole is encountered during the internal TV inspection, the footage will be reset to zero and that segment shall be treated as a new line segment. The CITY OF FAYETTEVILLE's field representative shall instruct the CONTRACTOR on the numbering procedure for this new manhole.
- (2) The CONTRACTOR shall furnish all video equipment and DVD media for digital recording. No reel to reel video recording equipment or VHS tapes will be permitted. In the course of inspection, all sewer sections will be videoed in their entirety.
- (3) Defects shall be described and quantified verbally on the video by the CONTRACTOR. Where appropriate, existing landmarks shall be identified.
- (4) The video will be reviewed by the CITY OF FAYETTEVILLE for focus, lighting, clarity of view, and technical quality. The CONTRACTOR shall maintain sharp focus, proper lighting, and clear, distortion free viewing during the camera

operations. The CONTRACTOR shall maintain plugging and eliminate steam in the line for the duration of the inspection. Failure to maintain these conditions will result in rejection of the video by the CITY OF FAYETTEVILLE. Any sewer line whose video is not acceptable to the CITY OF FAYETTEVILLE will be re-televised at no expense to the CITY OF FAYETTEVILLE.

- (5) Each individual video shall be properly labeled by the CONTRACTOR prior to submittal to the CITY OF FAYETTEVILLE. The label shall list the CITY OF FAYETTEVILLE's sewer line segment number, data, City of Fayetteville, name of CONTRACTOR, and video number.
- (6) Each setup shall be described visually (by superimposing a descriptive caption on the video which identifies critical information) and described audibly on the video recording, both at the initiation and at the conclusion of the setup. The line segment shall be described by the CITY OF FAYETTEVILLE's segment number which includes both basin and manhole numbers. The video counter number shall be voiced on the video recording and written on the record logs both at the initiation and conclusion of each setup. In addition, the video counter number and a brief description of all service laterals, cleanouts, and defects shall be audibly indicated on the video recording.
- (7) The CONTRACTOR shall be responsible for verifying that each service connection is active at the time of initial TV inspection. The CONTRACTOR shall be responsible for dye testing service connections that cannot be verified by visual inspection alone. No work shall be performed on any sewer lines until ALL services have been verified. Reinstatement of "dead" service connections will not be permitted.
- (8) A printed report shall be furnished for each line segment televised. The report will contain the location of service laterals, the status of the laterals, location of cleanouts, the status of the cleanouts and the location and description of any defects.

4.0

BIDDER'S PROPOSAL

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4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
 Fayetteville, Arkansas

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit. The unit prices shall be written in words on each line below the item description. The unit price in figures and extended total in figures shall be written on the lines provided. The total bid amount shall be written in both figures and words on the lines provided.

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	dollars	2500	LF	\$	\$
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	dollars	2000	LF	\$	\$
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	dollars	500	LF	\$	\$
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	dollars	500	LF	\$	\$

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	dollars	500	LF	\$	\$
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	dollars	500	LF	\$	\$
7	Internal reinstatement of Service Laterals				
	dollars	150	EA	\$	\$
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral				
	dollars	30	EA	\$	\$
9	Standard Mobilization (within 15 working days)				
	dollars	2	EA	\$	\$
10	Emergency Mobilization (within 3 working days)				
	dollars	1	EA	\$	\$
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF				
	dollars	5	EA	\$	\$

TOTAL BID AMOUNT \$ _____

(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City of Fayetteville here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

The bidder understands that the City of Fayetteville reserves the right to reject any or all bids, and to waive informalities in the bidding.

The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City of Fayetteville until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City of Fayetteville after forty-eight hours from the time of opening of the bids.

The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City of Fayetteville are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5% of the greatest amount of the total bid is (\$5%) is to become the property of the City of Fayetteville if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

RESPECTFULLY SUBMITTED

Bidder

SIGNATURE AND TITLE

SIGNATURE AND TITLE

Seal (If bidder is a corporation)

Business Address

Telephone Number

FAX Number

Arkansas Contractors License Number _____

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document

4.2 GENERAL INFORMATION

- Representatives from the CITY OF FAYETTEVILLE will contact the CONTRACTOR with their specific work items. The estimate will reflect and be based on the listed bid items. Upon notification and approval by the CITY OF FAYETTEVILLE, the CONTRACTOR shall start work on the project within fifteen (15) working days. In the event of an Emergency Response project, the CONTRACTOR shall start work on the project within three (3) working days of notification by the CITY OF FAYETTEVILLE, and the **CONTRACTOR** and **City of Fayetteville** shall agree to a final cost for the project no later than **24 hours** after the completion of the project.
- **Payment for work on a particular project shall be made upon completion and acceptance of the work by the City of Fayetteville. There will be no partial payment made for any project.**
- Invoices shall be sent to the City of Fayetteville. They shall be itemized to include:
 - The specific bid items utilized.
 - The quantities of those bid items.
 - The total cost for that project.
 - The total billing to date under the annual contract, including any change orders.
- The CONTRACTOR will be responsible for all signing and barricading and will comply with those portions of the "Arkansas Manual on Uniform Traffic Control Devices for Streets and Highways" which pertain to construction.
- The CONTRACTOR shall take precautions and use care to avoid damaging, disturbing, or disrupting existing private facilities on private or public property, i.e., fences, sprinkler facilities, shrubs, landscaping, etc. The CONTRACTOR shall restore, to the City of Fayetteville's satisfaction, any damaged property at the Contractor's expense.
- Completion of a particular project is defined to include the satisfactory performance of all minor and non-pay work items such as clean-up and restoration/replacement of all damaged private and public property, etc.

POST LINING VIDEOING

- After lining, the CONTRACTOR shall provide the City of Fayetteville television results of the lining showing all taps made upon the new line. Upon completion of the video, a DVD shall be supplied to the CITY OF FAYETTEVILLE.

UTILITIES COORDINATION

- During the construction of this project, the CONTRACTOR shall be responsible for contacting Arkansas One Call for locating any utilities that may be involved in any excavations.

4.3 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as Surety, are hereby
held and firmly bound unto the City of Fayetteville in the penal sum of
_____ for payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Project 2013 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

NOW, THEREFORE,

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

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

Signed, this _____ day of _____, 2012.

(Principal)

(Surety)

By: _____

(THIS PAGE INTENTIONALLY LEFT BLANK)

4.4 CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each subcontract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

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

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

5.0

CONTRACT AND BOND DOCUMENTS

NOTICE

THE FOLLOWING BLANK SPACES IN THE CONTRACT AND BONDS ARE NOT TO BE FILLED IN BY THE BIDDER AT THE TIME OF SUBMITTING HIS PROPOSAL. THE CONTRACT AND BOND FORMS ARE SUBMITTED AT THIS TIME TO FAMILIARIZE THE BIDDER WITH THE FORM OF CONTRACT AND BONDS, WHICH THE SUCCESSFUL BIDDER WILL BE, REQUIRED TO EXECUTE.

5.0 CONTRACT AND BOND DOCUMENTS

5.1 AGREEMENT

2013 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the City of Fayetteville, Arkansas, and

doing business as a Corporation, hereinafter called "Contractor",

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
3. The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.
4. The timeline for this contract shall end December 31, 2013. Upon approval of the City of Fayetteville, the contract may be extended on a yearly basis for up to four years.
5. The Contractor shall be entitled to receive up to Three Hundred Thousand Dollars (\$300,000). City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
6. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
7. The term "Contract Documents" means and includes the Advertisement for Bids, Information for Bidders, Technical Specifications, Bid Proposal, Agreement, General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Orders and Addenda prepared or issued by the City of Fayetteville.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. It is mutually agreed that should it appear to the City of Fayetteville or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City of Fayetteville under the terms of the Contract, the City of Fayetteville may demand the Contractor furnish additional security in some approved surety company satisfactory to the City of Fayetteville. The acts of the City of Fayetteville or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the contract, or to relieve the Contractor. The City of Fayetteville may stop performance under the Contract until additional security has been furnished by the Contractor, and the City of Fayetteville shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the City of Fayetteville with reference to furnishing additional security, the City of Fayetteville may exercise its right as provided herein to stop all

payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.

10. 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.
11. City of Fayetteville contracts and documents prepared while performing City of Fayetteville contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF FAYETTEVILLE

By: _____
Title: Mayor
113 West Mountain Street
Fayetteville, AR 72701

Attest: _____
Title: _____

CONTRACTOR:

By: _____

*Attest: _____

Title: _____

Title: _____

Company _____

(Corporate Seal)

Address

*If a corporation, the Secretary of the Corporation should Attest.

5.2 PERFORMANCE AND PAYMENT BOND

2013 ANNUAL SANITARY SEWER MAINLINE AND
SERVICE LATERAL REHABILITATION,
CURED IN PLACE PIPE METHOD

We, _____,

hereinafter called "PRINCIPAL", and _____, as Surety, hereinafter called "Surety", are held and firmly bound unto the City of Fayetteville, Arkansas as obligee, in the amount of \$ _____ Dollars (\$ _____), for payment where of the PRINCIPAL and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The PRINCIPAL has by written Agreement dated _____, 2012, entered into a contract with the City of Fayetteville to make rehabilitation improvements to sanitary sewer mainlines to be selected by the City of Fayetteville, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

WHEREAS, this bond is given pursuant to the Arkansas Government Code;

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the City of Fayetteville harmless; shall reimburse and repay City of Fayetteville for any outlay or expense which City of Fayetteville may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and Cities who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of CONTRACTOR and SURETY under this bond apply both to the original Contract and to any extension or modification of the Contract and SURETY agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of SURETY under this bond, and SURETY waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of CONTRACTOR and SURETY under this bond are performable and payable in Washington County, Arkansas such that exclusive venue for any legal action pertaining to this bond shall lie in Washington County, Arkansas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of CONTRACTOR and SURETY.

PROVIDED , FURTHER, that no final settlement between the City of Fayetteville and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed and original.

EXECUTED this the ____ day of _____, 2012

CONTRACTOR:

SURETY:

PRINCIPAL

SURETY

By: _____

By: _____

Name/Title

Name/Attorney-in-Fact:

Address _____

Address _____

Note: This Bond Form is mandatory; no other form will be acceptable. The date of the Bond must not be prior to the date of the Contract. If Contractor is a Partnership, all Partners must execute this Bond. This Bond must be issued in quintuplicate with the issuing agent's Power of Attorney attached to each copy. SURETY companies executing Bonds must appear on the U.S. Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Arkansas

5.3 MAINTENANCE BOND

2013 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

We, _____,

hereinafter called "PRINCIPAL", and _____, as SURETY, hereinafter called "SURETY", are held and firmly bound unto the City of Fayetteville, Arkansas as obligee, hereinafter called "City of Fayetteville", in the amount of \$ _____ Dollars (\$ _____), for payment where of the PRINCIPAL and SURETY bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

The PRINCIPAL has by written Agreement dated _____, 2012, entered into a contract with the City of Fayetteville to make rehabilitation improvements to sanitary sewer mainlines to be selected by the City of Fayetteville, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

WHEREAS, this bond is given pursuant to the Arkansas Government Code;

WHEREAS, under the Contract it is provided that the PRINCIPAL will maintain and keep in good repair all work to be performed and done under the Contract for a period of two (2) years from the date of acceptance of the completed work by CITY OF FAYETTEVILLE, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the PRINCIPAL to CITY OF FAYETTEVILLE and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the PRINCIPAL and in case the PRINCIPAL shall fail to correct any such conditions it is agreed that CITY OF FAYETTEVILLE may make such corrections and charge the cost of making those corrections against the PRINCIPAL and the SURETY on this obligation, and the PRINCIPAL and SURETY shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the PRINCIPAL shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of two (2) years as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by PRINCIPAL in the performance of its obligations, then these presents shall have full force and effect, and CITY OF FAYETTEVILLE shall have and recover from the PRINCIPAL and its SURETY damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the PRINCIPAL and the SURETY and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of PRINCIPAL and SURETY under this bond apply both to the original Contract and to any extension or modification of the Contract and SURETY agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of SURETY under this bond, and SURETY waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of PRINCIPAL and SURETY under this bond are performable and payable in Washington County, Arkansas such that exclusive venue for any legal action pertaining to this bond shall lie in Washington County, Arkansas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of PRINCIPAL and SURETY.

PROVIDED, FURTHER, that no final settlement between the City of Fayetteville and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed and original.

EXECUTED this the ____ day of _____, 2012.

CONTRACTOR:

PRINCIPAL _____

By: _____

Name/Title

Address _____

SURETY:

SURETY _____

—

By: _____

Name/Attorney-in-Fact:

Address _____

Note: This Bond Form is mandatory; no other form will be acceptable. The date of the Bond must not be prior to the date of the Contract. If Contractor is a Partnership, all Partners must execute this Bond. This Bond must be issued in quintuplicate with the issuing agent's Power of Attorney attached to each copy. SURETY companies executing Bonds must appear on the U.S. Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Arkansas

5.5 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

2013 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

(To be executed prior to acceptance of project)

STATE OF ARKANSAS COUNTY OF WASHINGTON

Personally, before me the undersigned authority, on this day appeared

who, being duly sworn, on oath, says that he is a legal representative of

(Full name of CONTRACTOR as in Contract)

and that the contract for the construction of the project, designated as TERM MAINTENANCE CONTRACT FOR 2008 SANITARY SEWER MAIN LINE AND SERVICE LATERAL REHABILITATION has been satisfactorily completed and that all bills for materials, apparatus, fixture, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 2013.

_____, Notary Public in and for _____ County, Arkansas

(Seal)

My Commission Expires _____

NOTE: If the CONTRACTOR is an individual, he shall sign the affidavit. If the CONTRACTOR is a partnership, any partner may sign the affidavit. If the CONTRACTOR is a City, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the CONTRACTOR is a joint venture of individuals, any of the individuals may sign the affidavit. If the CONTRACTOR is a joint venture of partnerships, or of individuals and partnerships, the individual or any partner of any partnership may sign the affidavit. If the CONTRACTOR is a joint venture in which a City is a party, separate affidavits must be executed in the name of the joint-venture; one by each City and one by each individual or partnership. Signatures for Cities should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

6.0

PREVAILAING WAGE RATES

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STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

September 21, 2012

Shannon Jones
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: 2013 SANITARY SEWER MAIN LINE AND
SERVICE LATERAL LINING
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Shannon Jones:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **12-275** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

Lorna Kay Smith

Lorna K. Smith
Prevailing Wage Division

Enclosures

**Arkansas Department of Labor
Prevailing Wage Determination
HEAVY RATES**

Determination #: 12-275
Expiration Date: 3/21/2013
Survey#: 712-AH05R

Date: 9/21/2012

Project: 2013 Sanitary Sewer Main Line and Service Lateral Lining

Site:

City: Fayetteville, Arkansas

Project County: Washington

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$11.45	\$1.92
Carpenter	\$15.50	\$0.40
Concrete Finisher/Cement Mason	\$11.45	\$1.92
Electrician/Alarm Installer	\$21.30	\$7.81
Ironworker (Including Reinforcing Work)	\$16.30	
Laborer	\$10.75	
Pipelayer	\$11.80	\$2.61
Truck Driver	\$12.85	
Asphalt Paving Machine	\$11.45	\$1.92
Backhoe - Rubber Tired (1 yard or less)	\$14.55	\$1.60
Bulldozer, finish	\$14.60	
Bulldozer, rough	\$11.45	\$1.92
Distributor	\$11.45	\$1.92
End Dump (Dump Truck)	\$12.90	
Front End Loader, finish	\$13.70	
Front End Loader, rough	\$11.45	\$1.92
Mechanic	\$14.70	
Motor Patrol, finish	\$11.45	\$1.92
Motor Patrol, rough	\$11.45	\$1.92
Roller	\$11.45	\$1.92
Scraper, finish	\$11.45	\$1.92
Scraper, rough	\$11.45	\$1.92
Crane, Derrick, Shovel, Dragline & Backhoe	\$14.90	
Excavator/Trackhoe	\$14.35	\$1.75

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 8/1/2012

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

A. 5
Bid #12-75 Insituform
Technologies, LLC
Page 82 of 82

PROJECT: **2013 SANITARY SEWER MAIN LINE AND SERVICE LATERAL LINING
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 12-275** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

City of Fayetteville Staff Review Form

A. 6
Operations and Management Plan
for Razorback Regional Greenway
Page 1 of 28

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

12/4/2012

City Council Meeting Date
Agenda Items Only

Matt Mihalevich

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Approval of an Operations and Management Plan for the sections of the Razorback Regional Greenway within the City of Fayetteville.

N/A

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

11-15-2012

Date

Previous Ordinance or Resolution #

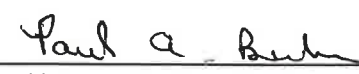

City Attorney

11-15-12

Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

11-15-2012

Date

Received in City
Clerk's Office

11-15-12 A08:52 RCVD


Chief of Staff

11-15-12

Date

Received in
Mayor's Office

Mayor

11/15/12

Date



Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

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

From: Matt Mihalevich, Trails Coordinator *mm*

Date: November 14, 2012

Subject: Operations and Management Plan for the Razorback Regional Greenway

RECOMMENDATION

Staff recommends approval of an Operations and Management Plan for the sections of the Razorback Regional Greenway within the City of Fayetteville.

PROPOSAL:

To insure proper operations and management of the new 36-mile Razorback Regional Greenway, each of the Cities containing sections of the greenway have adopted similar versions of an Operations and Management Plan. Since Fayetteville already operates and maintains over 20 miles of trails, the Fayetteville version of the Operations and Management Plan has been modified to model the existing operation and maintenance procedures. The Police, Parks & Recreation and Transportation departments have reviewed and approved the attached Operations and Management Plan.

BUDGET IMPACT:

This Operations and Management plan formalizes the existing operation and maintenance procedures of the trail system for the Police, Parks & Recreation and Transportation departments without requesting additional funding. Current budgets within these departments will cover the responsibilities outlined within this document.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE NORTHWEST ARKANSAS
RAZORBACK GREENWAY OPERATIONS AND MANAGEMENT PLAN
FOR RAZORBACK GREENWAY TRAILS WITHIN FAYETTEVILLE**

WHEREAS, the City of Fayetteville has reviewed the Northwest Arkansas Razorback Greenway Operations and Management Plan as applicable to sections of the Greenway that extend through the City of Fayetteville's municipal jurisdiction; and

WHEREAS, the purpose of this Operations and Management Plan is to define the maintenance, management and operation requirements associated with the Razorback Regional Greenway facilities and lands that are located within the City of Fayetteville; and

WHEREAS, the Plan has been reviewed and approved by all City Departments that are responsible for maintaining, managing and operating the lands and facilities of the Greenway and other trails within Fayetteville; and

WHEREAS, Article XI **Operations of Vehicles and Use of City Trails** of Title VII **Traffic Code** of the Code of Fayetteville regulating multi-use operations shall have precedence and supersede if there would be any conflict with this Plan.

**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 Northwest Arkansas Razorback Greenway Operations and Management Plan (attached as Exhibit A) as it applies to current or future Greenway trails within the City of Fayetteville.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees that the Northwest Arkansas Razorback Greenway Operations and Management Plan shall be used as a guide for maintenance and management for current and future Razorback Greenway trails within Fayetteville.

PASSED and **APPROVED** this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Northwest Arkansas Razorback Greenway



Operations and Management Plan

City of Fayetteville, Arkansas

Prepared November 2012

Adopted by the City of Fayetteville _____, 2012

City of Fayetteville, Arkansas Northwest Arkansas Razorback Greenway Operations and Management Plan

1. Overview

1.1 Project Description and Objectives

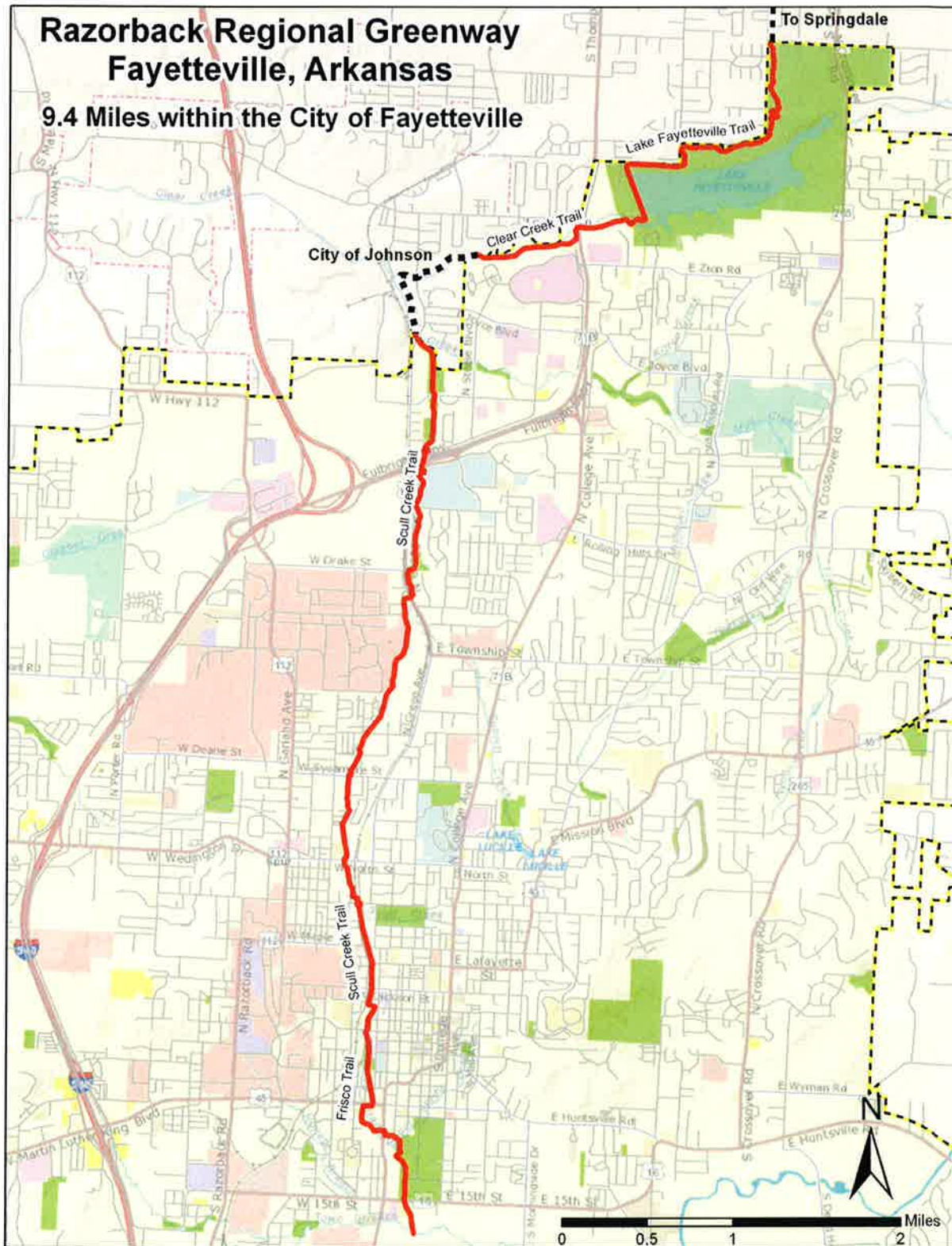
The mission of this Operations and Maintenance Plan is to promote a well-maintained, well-groomed, safe, secure and pleasant-to-use Razorback Greenway shared-use public trail. The Greenway corridor must be an asset to the City of Fayetteville and a good neighbor to surrounding public and private properties, businesses and landscapes. The standard of care and quality will be consistent across the multiple jurisdictional boundaries of Northwest Arkansas. Fayetteville agrees to maintain the Razorback Greenway to the regional standards defined herein.

The term *operations and maintenance* refers to specific day-to-day tasks as well as the longer term remedial functions and programs performed to assure resources and facilities of the Greenway are kept in good usable condition. This begins with sound design, durable components, and a comprehensive management plan. In addition, community groups, residents, business owners, developers and other stakeholders will continue to be engaged in the long-term stewardship of the resources preserved and enhanced by the Razorback Greenway as it extends through the City of Fayetteville.

The Razorback Greenway plan envisions a continuous multi-use, non-gas motorized corridor accommodating bikes, pedestrians, roller-skaters, wheelchairs and other human-propelled uses. The Greenway extends approximately 9 miles through Fayetteville, from Lake Fayetteville Trail to Clear Creek Trail to Scull Creek Trail to Frisco Trail. to Walker Park Trail. The Greenway corridor may include and incorporate: parks, feature areas, plazas, open spaces, streams and wetlands, as well as cultural and interpretive elements.

1.2 The Jurisdictions and Partners

The Razorback Greenway will traverse six jurisdictions including: Bentonville; Rogers; Lowell; Springdale; Johnson; and Fayetteville. In addition, portions of the trail will run within, or proximate to, State of Arkansas and the United States Department of Transportation rights-of-way. Most of the trail corridor will be off-street, though some portions will be on-street, accommodating bicycles on the roadway and pedestrians on sidewalks. Because the trail and the greenway corridor includes streets, streams, parks and other spaces, multiple departments and agencies within the jurisdictions must also be engaged; including Parks and Recreation, Transportation, Planning, Engineering, Police and Fire/rescue agencies.



While each major jurisdiction has its own operations and maintenance departments, a key to a sustainable quality greenway over the length of the corridor will be a **consistency of standards, cooperation and coordination** amongst the communities and building enduring partnerships engaging both public and private sector leadership. While some of the jurisdictions already have a history of existing trails and greenway management, for others the Razorback Greenway will represent the first major trail/greenway maintenance obligation and there will be a need for capacity building and diversification of skills and resources to meet this challenge in those communities. This report provides guidelines and strategies to help address this need of both coordination and capacity.

1.3 Guiding Principles of Quality/Cost-Effective Trail Management

The trail and greenway system should be viewed and maintained as a **world-class** public resource. Indeed it will become *infrastructure* similar to the street system, park system or utility networks serving the communities for generations to come. The following guiding principals will help assure the preservation of a first class system:

1. Good maintenance begins with sound planning and design.
2. Foremost protect life, property and the environment.
3. Promote and maintain a quality outdoors recreation and transportation experience.
4. Maintain quality control and standards.
5. Develop a management plan that is reviewed and updated annually with tasks, operational policies, standards, and routine and remedial maintenance goals.
6. Conduct regular inspections and keep complete records.
7. Maintain an effective, responsive public feedback system and promote public participation.
8. Be a good neighbor to adjacent properties.
9. Operate a cost effective program with sustainable funding sources.
10. The City agrees to maintain membership on a regional committee of respective agencies and jurisdictions that are situated along the length of the Razorback Greenway to establish, adopt, and implement a uniform program of trail management.

The Razorback Greenway traverses three different types of environments: parkland owned by local government, urban land that is either within public ownership or will be acquired as public access and use easements, and private land where multi-use trail easements have been acquired by the City for the purpose of public access. This management and operations plan addresses lands associated with the Razorback Greenway.

The operations and management plan for the Razorback Greenway provides baseline information for tasks that need to be undertaken by the City of Fayetteville and its project partners. This plan recommends a series of work items and tasks that need to be

completed in order to maintain the Razorback Greenway Trail system as an attractive, safe, and enjoyable amenity. The following defines key aspects of the Razorback Greenway management, beginning with operational policies, followed by facility management, land management, safety, security, emergency response and risk management.

2. Operations and Maintenance Functions

2.1 Overview of Functional Areas

The functional landscapes that are part of the Razorback Greenway, located within the City of Fayetteville, are:

- 1) Fayetteville Trail Head
- 2) Lake Fayetteville Trail
- 3) Clear Creek Trail
- 4) Scull Creek Trail
- 5) Frisco Trail
- 6) Walker Park

2.2 Maintenance—Routine, Remedial and Seasonal Defined

Routine Maintenance refers to the daily/weekly/monthly regime of trail sweeping, trash and debris removal, sign replacement, weed control, tree and shrub trimming, and other regularly scheduled activities. Routine maintenance also includes minor repairs and replacement such as fixing cracks and potholes or repairing a broken hand railing.

Remedial Maintenance refers to correcting significant defects as well as repairing, replacing or restoring major components that have been destroyed, damaged, or significantly deteriorated during the life of the project. Some items (“minor repairs”) may occur on a five to ten year cycle such as repainting, seal coating asphalt pavement or replacing signage. Major reconstruction items will occur over a longer period or after an event such as a flood. Examples of major reconstruction remedial maintenance include stabilization of a severely eroded hillside, repaving a significant stretch of the trail surface, repaving a street used for biking or replacing a footbridge. Remedial maintenance should be part of a long-term capital improvement plan.

Longevity of Greenway Facilities	
Asphalt	10 to 20 years
Concrete	20 years +
Boardwalk	15 to 20 years
Bridge/Underpass/Tunnel	50 years +

Seasonal Maintenance—In addition to the routine and remedial categories, there are seasonal tasks that should be performed as needed. Designated maintenance crews should remove leaf debris, gravel and mud, etc. from all network facilities as soon as possible.

2.3 Components That Are Maintained

Following are the key components of the Razorback Greenway System:

- Off-Street Shared-Use Trails
- Off-Street Side Trails
- Trail-Related Corridors (such as landscaping, vegetation and viewsheds adjacent to the trail.)
- On-Street Bicycle and Pedestrian Facilities (such as bike lanes, cycle tracks and bike routes)
- Associated Natural Resource Areas (such as streams, woodlands, wetlands and other natural and cultural resources proximate and associated with the trail)
- Trailheads and Access Points
- Trail-Related Park and Feature Areas (integral to the trail system)
- Associated Sidewalks (interconnecting with or adjacent to trails and on-street routes.)
- Associated Streetscapes

2.4 Typical operations and maintenance tasks include:

In General

- User Courtesy and Regulatory Framework/Hours of Operation
- Conflict Reduction and Resolution
- User Safety and Risk Management
- Prompt graffiti and vandalism repair
- Herbicide Management
- Programming and Events
- Stewardship and Enhancement
- Coordinate volunteer and adopt-a-trail/street activities
- Oversight and Coordination
- User/Neighboring Property Feedback and Response

Off-Street Shared-Use Trails

- Inspection
- Trail Surface Maintenance
- Sweeping
- Vegetation Management including tree and branch trimming and fallen tree removal
- Erosion Control
- Litter and Trash Removal
- Repair Trail Structures
- Fixture and Furnishings Maintenance
- Signage and Displays, Public Art
- Lighting and signal maintenance
- Toilet Facility Service
- Remedy “Social Trails” (such as shortcuts)
- Address Detours/Disruptions (Promptly)
- Patrol and Security Services
- Accident and Incident Data Tracking
- User Feedback and Follow-up

Trail-Related Corridors and Associated Resource Conservation Areas*

- Inspection
- Vegetation Management
- Stream Channel/Riverbank Maintenance
- Litter and Trash Removal
- Pest Management
- Vegetation Management including Weeds and Invasive Plants
- Waterfowl and Hunting Regulation
- Monitor Dumping and Filling
- Fire Prevention
- Patrol and Security Services
- User Feedback and Follow-up

** The Razorback Greenway Trail corridor includes open land immediately next to, or integral with, the trail corridor. For planning purposes this is considered to be a swath up to 30'-wide. This open space may include stream corridors or other open landscapes. Resource conservation areas include wetlands, riparian areas, woodlots and other open spaces that have been set aside along the trail system.*

Trail Related Park and Feature Areas

- Inspection
- Mowing/Vegetation Management
- Fixture and Furnishings Maintenance
- User Feedback and Follow-up

Other Management Functions

- Programming and Events
- Oversight and Coordination

<u>Operations and Maintenance Tasks</u>	Parks	Transportation	Volunteers
Mowing	X		
Trail Lighting		X	
Sweeping	X		
Tunnel / Underpass Cleaning	X		
Pest & Herbicide Management	X		
Storm Debris Removal	X		
Snow Removal	X		
Pavement Rehabilitation		X	
Center Line and Bollard Striping		X	
Trail Crossing Signal Lights		X	
Tree & Shrub Trimming	X		
Graffiti Removal	X		
Trash Pickup	X		X
Sign Maintenance		X	
Trail Head Maintenance	X		
• Public Art • Bollards • Benches • Trash Cans • Way Side Maps • Water Fountains • Dogi Pots	X		
Railroad Underpass Covered Walkway Painting	X		
Fence Repair/Replacement	X		
Trail Programs/Promotion	X		X
Adjacent Stream Bank Restoration	X	X	
Adopt-a-trail - Trail trekkers	X		X

3. Razorback Greenway Access and Use

3.1 Public Access and Use

Residents and visitors shall have access to and use of the Razorback Greenway during normal hours of operation as defined herein. All access and use is governed by City of Fayetteville Ordinance. The use of the trail system is limited to non - gas motorized users, including hiking, bicycling, in-line skating, running, jogging, and wheelchair use. No horses are allowed on the Razorback Regional Greenway. The City of Fayetteville authorized motorized vehicles used for maintenance, safety and emergency purposes are permitted to use the pathway. The City of Fayetteville's Ordinance, Article XI, chapter 71 "Operation of Vehicles and Use of City Trails" defines the restrictions and regulations of the Fayetteville Trail system.

3.2 Hours of Operation

The Razorback Greenway will be operated as a non-lighted (except where the City has installed and maintains trail lighting) linear park and recreation facility, and shall be open for public use at all times, 365 days a year, except as specifically designated by the City of Fayetteville.

3.3 Care and Management of the Trails

The City of Fayetteville shall be responsible for the care and upkeep of the trails and all lands, drainage features, signage, fences, bridges, trail heads, landscape plantings and trail amenities. This manual will govern management and operation roles and responsibilities. It is recommended for this Manual to be periodically reviewed and updated by all parties.

3.4 Fencing and Vegetative Screening Policy

The City of Fayetteville will work with adjacent landowners on an individual basis to determine fencing and vegetative screening requirements of the Razorback Greenway. The care of fences and screening outside of the trail right-of-way or not on publicly owned lands is the responsibility of the adjacent landowner.

3.5 Drainage Management Policy

The City of Fayetteville shall, within its rights-of-way and easement corridors, maintain all drainage channels, ditches and streams that bisect or intersect with the Razorback Greenway and shall ensure that all of these drainages are free flowing and unimpeded. Management of drainage channels and structures shall include the removal of vegetation, trash and debris that would serve to block the flow of surface waters.

4. Trail Lands and Facility Management Policy

The Razorback Greenway should be classified under this agreement as a multi-use trail and will be maintained in a manner that is consistent with best maintenance practices of all trails within the City of Fayetteville.

Greenway maintenance shall include the removal of all debris, trash, litter, obnoxious and unsafe human-made structures, vegetation and other foreign matter. Trail heads, points of public access, rest areas, and other activity areas shall be maintained in a clean and usable condition. The primary concern for trail maintenance shall always be public safety.

All trail facilities shall be maintained in a safe and usable manner during hours of operation. Rough edges, severe bumps or depressions, cracked or uneven pavement, gullies, rills and washed out tread surface shall be repaired as soon as possible. Volunteer vegetation occurring in the trail tread should be removed in such a manner so that the trail surface is maintained as a continuous, even and clean surface.

5. Land Management

Parkland that is owned by the City of Fayetteville and used for Razorback Greenway, shall be governed by park and recreation management and operations policies, procedures and programs. Other public rights-of-way and private property that is accessed and used for the Greenway as part of a greenway easement shall be maintained in a condition that promotes safety and security for users and adjacent property owners.

Vegetation within the trail corridor should be managed to promote safety, serve as habitat for wildlife, buffer public use from private property, enhance water quality and preserve the unique aesthetic values of the natural landscape. Removal of native vegetation should be done with clear purpose and discretion. The objective in controlling growth of vegetation shall be to maintain clear and open lines of sight along the trail at all times, at intersections with roadways and driveways, and along roadways. Vegetation removal within the trail development zone should be accomplished to eliminate potential hazards that could occur from natural growth.

To promote safe use of the trail, all vegetation should be clear-cut to a minimum distance of 3 feet from the edge of the trail tread. Selective clearing of vegetation should be conducted, in cooperation with appropriate management agents, within a zone that is defined as being between three to ten feet from the edge of the pathway. At any point along the trail, a user should have an unobstructed view, along the centerline of the pathway, 250 feet ahead and behind his/her position, except where the terrain, existing structures, large trees or trail curvature is a limiting factor.

Removal or installation of vegetation within the trail right-of-way by an individual or agency other than the City of Fayetteville or its designee, is deemed unlawful and subject to fines and/or prosecution.

5.1 Accurate and Organized Record Keeping

Good record-keeping techniques are essential to a comprehensive operations and maintenance program, particularly when multiple jurisdictions are involved. This information can be used to eliminate overlap or gaps in maintenance services provided, identify levels of use, and prioritize management needs. Handheld digital devices and

applications with GPS capability carried by field inspectors and maintenance personnel may help expedite and facilitate a more effective record keeping system where data is fed into a central source—accessible on the Web not only locally but by the other jurisdictions along the entire length of the Razorback Greenway. The record keeping template could include:

- Schedule of routine (and remedial) maintenance tasks
- Inspection reports
- List of daily activities
- Observed routine and remedial maintenance items and issues
- Hazards, incidents, safety issues observed and action taken
- Prioritization of remedial maintenance projects
- User and adjacent properties input (complaints, comments, suggestions, etc.) and follow-up
- Annual maintenance budgets and costs
- Projected costs for subsequent years (short term, medium term, and long-term)
- Internal working database for existing, planned, or proposed projects for each system—greenway, off-street, on-street, bicycle, and pedestrian

6. Safety and Security

6.1 Security and Public Safety, Risk Management and Liability Considerations

Promoting safety and security of trail users and the security of adjacent properties should be the foremost objective of this operations and management plan.

The City of Fayetteville should work in cooperation with other local government agencies to develop and implement a safety and security program for the Razorback Greenway. This program should consist of well-defined safety and security policies; the identification of trail management, law enforcement, emergency and fire protection policies; and a system that offers timely response to the residents and visitors for issues or problems related to safety and security. Important components of the safety and security program may include:

- 1) Establishment of a safety committee and/or coordinator,
- 2) Preparation of a pathway safety manual,
- 3) Establishment of user rules and regulations,
- 4) Development of trail emergency procedures,
- 5) Preparation of a safety checklist for the pathway,
- 6) Preparation of a pathway-user response form,

- 7) A system for trail related incident reporting and analysis,
- 8) Regular maintenance and inspection programs,
- 9) Site and facility development and review,
- 10) Public information programs,
- 11) Employee training programs for safety and emergency response,
and
- 12) Ongoing research and evaluation of program objectives.

Key considerations in promoting public safety and security may include:

- **Have good, current, data**—Implement a data base management system, a crime tracking system, with police for tracking the specific locations and circumstances of all incidents, such as accidents, crime and vandalism, and create a follow-up plan to address any major, re-occurring problems that develop.
- **Monitor the condition of facilities**—Schedule and document frequent inspections to determine the amount of use, location, age, type of construction, and condition of railings, bridges, trail surfaces, signage, etc. Evaluate and remove all obstacles or objects that could impede facility usage such as debris, rumble strips, etc. and provide solutions such as alternative routing, removal of obstacle, etc. Follow-up with the appropriate corrective measures in a timely manner.
- **Preventative maintenance**—Identify potential safety problems such as a missing curve or stop sign, a damaged trail surface, a missing railing, leaf litter, snow and ice build-ups (especially hidden ice and snow), flash flood issue, storm water drainage and/or erosion issues. Important to check for these after events like storms or construction along the trail corridor.
- **Safety and security features though planning and design**—This includes adhering to state-of-the-standards such as the ASSHTO *Guide to the Development of Bicycle Facilities*, The *Manual of Uniform Traffic Control Devices*, ADA, OSHA, etc. It also includes incorporating good lines of sight, trimming vegetation and other measures to avoid hiding places and other defense-through-design techniques to help reduce crime and accidents.
- **Multi-disciplinary plan review**—All proposed plans and construction drawings should be circulated amongst the various engaged departments and staff including engineering, transportation, parks and recreation, and police and fire/rescue, including key field staff.
- **User courtesy and conflict reduction**—Posting signs, equipping patrol persons, using brochures and Website to educated public on trail etiquette including bicycle yield, equestrian courtesies, dog on leash and safe practices (See “conflict reduction” below).
- **Wayfinding and location identification**—This should include, street signs at cross streets readily visible from the trail and “mile markers” located at least every 1/4 mile giving the location based on a north to south or west to east numbering staring at a single “point zero” such as a major cross street and running the entire length of the trail across jurisdictional line.
- **Patrol and enforcement**—This might be a multi-jurisdictional patrol with wireless communication capability and first aid training.
- **Protecting adjacent properties**—Working with adjacent land owners, tenants, and businesses to assure the trail is a good neighbor. This may include (where appropriate), security barriers, do not trespass signage, and communication with impacted neighbors.

- **Medical emergencies and rescue, response and access**—Working with police and fire/rescue for optimal emergency response including design for rescue and vehicle (to accommodate up to 6.5 tons) access, incident reporting by location, and location identification.
- **Address system**—Have in place and “address system” such as mile markers to identify locations for all off-road greenway facilities. On-road facilities should make use of the existing street names and adjacent property addresses. Each local emergency response office/unit should have an up-to-date map of all City greenway, bicycle, and pedestrian facilities.
- **Surveillance Technologies**—Webcams and similar video technology may be advantageous to position solar powered wireless “webcams” that transmit visual images of the trail to a publicly accessible Website increasing the number of “eyes” on the trail.

The City of Fayetteville will work towards the implementation of these goals and guidelines as future budget opportunities become available.

6.2 Conflict Reduction

User conflicts are bound to occur along the trail especially as the trail system becomes increasingly popular and more crowded. Planning, designing and managing ahead of the curve can help reduce conflicts and promote a safer, more enjoyable trail experience. Steps to promote conflict reduction include:

- **Anticipate issues**—Including reckless and unsafe behavior; incompatible uses; trespassing; disturbances and adverse environmental impacts. Respond to illegal or disturbing activity quickly.
- **Consider diverse user goals**—Recognize the different goals of different users, such as walkers and bicyclists, and separate where feasible.
- **Educate**—Provide user education through signage, patrol, volunteers, brochures, and media. Promote trail etiquette and techniques such as educating bicyclists and hikers.
- **Enforce**—Post user courtesy signs and speed limits for bicyclists. Cite (where allowed by law) and if necessary ticket reckless behavior including excessive bicycle speeds, dogs on leash, etc.
- **Anticipate the need for adequate capacity**—Provide adequate trail mileage and bicycle, pedestrian, and greenway acreage to accommodate user populations.
- **Solicit input from user groups**—Provide contact information to report problems and respond promptly and effectively to complaints, concerns, or suggestions.
- **Monitor problems**—Track, document, and log problem areas and address problems through design and management.

6.3 Shared-Use Trail User Rules and Regulations (Trail Ordinance)

The City of Fayetteville’s Ordinance, Article XI, chapter 71 “Operation of Vehicles and Use of City Trails” defines the restrictions and regulations of the Fayetteville Trail system. The following rules and regulations further define the use on the Razorback Regional Greenway. These following rules should be displayed in brochures and on information signs throughout the pathway.

- 1) **Be Courteous:** All trail users, including bicyclists, joggers, and walkers should be respectful of other users regardless of their mode of travel, speed or level of skill. Respect the privacy of adjacent landowners.
- 2) **Keep Right:** Always stay to the right as you use the path. The exception to this rule occurs when you need to pass another user and should occur only when the centerline is dashed.
- 3) **Pass on the Left:** Pass others going in your direction on their left and give an audible warning. Look ahead and behind to make sure that your lane is clear before you pull out and around the other user. Pass with ample separation. Do not move back to the right until you have safely gained distance and speed on the other user.
- 4) **Give Audible Signal When Passing:** All users should give a clear warning signal before passing. This signal may be produced by voice, bell or soft horn. Voice signals might include "Passing on the Left!" or "Cyclist on the left!" Always be courteous when providing the audible signal -- profanity is unwarranted and unappreciated.
- 5) **Be Predictable:** Travel in a consistent and predictable manner. Always look behind before changing position on the trail regardless of your mode of travel.
- 6) **Control Your Bicycle:** Inattention, even for a second, can cause disaster —always stay alert! Maintain a safe and legal speed at all times.
- 7) **Don't Block the Trail:** When in a group, including your pets, use no more than half the pathway so as not to block the flow of other users. If users approach your group from both directions, form a single line or stop and move to the far right edge of the path to allow safe passage by these users.
- 8) **Yield When Entering or Crossing Trails:** When entering or crossing a path at uncontrolled intersections, yield to traffic already using the other path.
- 9) **The Use of Lights:** When using the trail during periods of low visibility each cyclist should be equipped with proper lights. Cyclists should have a white light that is visible from 500 feet to the front, and a red or amber light that is visible from 500 feet to the rear. Other path users should use white lights (bright flashlights) visible 250 feet to the front, and wear light or reflective clothing.
- 10) **Don't Use this Path Under the Influence of Alcohol or Drugs:** It is illegal to use this path if you have consumed alcohol in excess of the statutory limits, or if you have consumed illegal drugs. Persons who use a prescribed medication should check with their doctor or pharmacist to ensure that it will not impair their ability to safely operate a bicycle.

- 11) **Clean Up Your Litter:** Leave no Trace! Please keep this path clean and neat for other users to enjoy. Do not leave glass, paper, cans or other debris on or near the path. Please clean up after your pets. Pack out what you bring in —and remember always to recycle your trash.
- 12) **Keep Pets on Leashes:** All pets must be kept on a secure and tethered leash no longer than 3 feet in length. Pet owners are responsible for removing pet waste promptly.
- 13) **Use the Buddy System:** Always use the path system with a friend!
- 14) **Vegetation Removal:** It is illegal to remove vegetation of any type, size, or species from the pathway. Please contact the City of Fayetteville should you have concerns about noxious weeds, poisonous vegetation, dying or dead vegetation or other concerns about vegetation growth in the pathway.
- 15) **Share the Path!** Always exercise due care and caution when using the pathway!

6.5 Police Patrol and Emergency Response System

In order to provide effective patrol and emergency response to the needs of trail users and adjacent property owners, the Communities of Northwest Arkansas should develop a specific patrol and emergency response plan for the Razorback Greenway. This plan should define a cooperative law enforcement strategy for the trail based on the capabilities of different agencies and services typically required for the facility. The trail will go through numerous phases of development before completion. All phases should illustrate: points of access to the pathway; approved design details for making these access points safe, secure, and accessible to law enforcement officials.

6.6 Emergency Response Plan

The City of Fayetteville should define an emergency response plan in conjunction with appropriate local police, fire and paramedical units in order to define which agencies should respond to 911 calls, and provides easy-to-understand routing plans and access points for emergency vehicles. Local hospitals should be notified of these routes so that they may also be familiar with the size and scope of the project. The entire pathway system should be designed and developed to support a minimum gross vehicle weight of 6 tons to allow emergency vehicle access.

7. Risk Management and Liability

The design, development, management and operation of the Razorback Greenway must be carefully and accurately executed in order to provide a resource that protects the health, welfare, and safety of the public. The City of Fayetteville has adopted the Fayetteville Alternative Transportation and Trail Master Plan that includes the following:

- 1) A complete maintenance program that provides the appropriate duty or level of care to greenway users,
- 2) A risk management plan that appropriately covers all aspects of the trail, and
- 3) A comprehensive working knowledge of public use laws.

Public use of the Razorback Greenway should be covered under existing City of Fayetteville policies for the use of park and public spaces. City of Fayetteville is charged with the care of the Razorback Greenway and should exercise reasonable care in the managing all Greenway facilities to reduce hazardous, public nuisance and life threatening situations.

8. Anticipated Needs Administrative Considerations and Costs

8.1 Coordinating a Level of Excellence

Existing functions, capacities, trail maintenance experience and structure differ from jurisdiction to jurisdiction just as priorities and emphasis on existing streets, parks and drainage maintenance departments differ. To assure the Razorback Greenway sustains a level of excellence over the long term, it is important to have an agreed-upon, effective multi-jurisdictional structure. To that end, we are assuming that, while **the City of Fayetteville is directly responsible for maintaining its respective greenway segments—to overall standards**—there is specific method for cooperative oversight and resource sharing that transcends jurisdictional and local agency boundaries.

This could include having:

- A Trail Ranger Patrol—(Trail Trekker) This consists of a bicycle-mounted volunteer that routinely rides the Razorback Greenway providing regular inspection and reporting, minor clean-up and repairs, assisting trail users directions, fixing flats, etc. and serving as ambassadors of the program. It would be ideal to select or provide rangers with first aid and CPR training. Rangers would hold no official capacity for enforcement unless also employed as local law enforcement agents.

Departmental Liaisons—The City of Fayetteville will designate the Trails Coordinator to coordinate construction standards such as assuring that the Razorback Greenway is built, to the standards defined in this O&M Plan.

- Shared Equipment—City of Fayetteville maintenance staff should have access to a work vehicle such as a pick-up truck to haul materials, visit work sites, etc. In certain circumstances, Trail Trekkers may also have access to wireless communication devices (i.e. handheld radios or cell phones), bicycles and bike trailers.

8.3 Operations and Maintenance in Each Municipality

Ultimately, both routine and remedial maintenance is the responsibility of the City of Fayetteville for the segments of the Razorback Greenway located within Fayetteville. The City of Fayetteville has a Trails Coordinator who is authorized to work with the key operational staffs of the planning, transportation, parks and recreation and other departments to assure a coordinated effort and meeting standards of quality the Razorback Regional Greenway.

Coordination among and commitment of departments in Fayetteville responsible for trail, bicycle, and pedestrian facilities is crucial to carry out maintenance tasks. In addition, department managers, planners, designers and engineers, police and fire/rescue and field maintenance personnel should be consulted both in the design review process and on a regular basis to assure standards continue to be met. The Fayetteville Trails Coordinator as well as the Active Transportation Advisory Committee that is appointed by the City Council may help facilitate this.

9. Labor and Equipment Needs

With phased development of the Razorback Greenway, new personnel and equipment will be needed to undertake the day-to-day management of the trail. The City of Fayetteville currently has an expanding trail system that has a crew devoted through the Parks and Recreations Trails and Urban Forestry.

9.1 Trail Manager

A trail manager (currently employed by the City of Fayetteville within the parks and recreation department as a Forestry and Trails Crewleader) should oversee, coordinate and direct the day-to-day land and facility management operations associated with the Razorback Greenway in Fayetteville. A dedicated Trail Manager staff member will likely need to be included in future budgets as the network of trails in Fayetteville continues to expand.

The trail manager will be responsible for managing a trail crew, and ensuring that a daily work program is carried out to properly steward the Greenway, other city trails, trailheads, signage systems, facility amenities, landscape and vegetation, and other trail facilities.

The trail manager is expected to assist in preparing an annual budget and to implement this budget on a monthly basis. The trail manager could be required to prepare and file an annual report that describes the activities associated with stewarding Razorback Greenway lands and facilities. Monthly progress and resource management reports may also need to be filed with the appropriate department head that contain important information about management, operations, cooperation and coordination activities.

9.2. Trail Crew

The City of Fayetteville may need to add additional employees to the existing trail crew. It is recommended that a three-person trail crew be employed by the City of Fayetteville to carry out daily maintenance, management and stewardship of the trail development zone, trailhead facilities, signage systems, landscape and vegetation, and other elements of the Razorback Greenway.

The trail crew will report directly to the Trail Manager (or department designee), who will establish daily work schedules and priorities. Trail crew will be furnished with equipment, supplies, tools, machinery and other operations needs to carry out their responsibilities.

9.3. Trail Management Equipment

The City of Fayetteville may also need to supplement its existing equipment to support the work of the trail manager and trail crew. The following is a list of recommended equipment:

- 1 Ford F-350 with extended crew cab for 3-person trail crew
- 1 Hustler Super Z 60" with Trailer
- 2 Gasoline powered trimmers
- 2 Gasoline powered blowers
- 1 Debris and Leaf Vacuum
- Hand shovels, pick axe, rakes, pruning shears

9.4 Annual Maintenance Costs

In addition to labor and equipment, an annual budget is needed for fuel, materials, repair to equipment, and other miscellaneous charges and costs for completing the maintenance and management of the trail development zone along the entire length of the Razorback Greenway corridor as well as other city trails.

Currently, these funds come out of the existing Park and Recreation Department's Maintenance budget. As the overall trail system in Fayetteville expands, as well as the development of the Razorback Greenway, additional permanent funding will be required.

9.5 Use of Volunteers

Trail managers often use volunteers for routine trail maintenance and special trail projects and events. The Federal Volunteer Protection Act of 1997 protects the volunteer workers. This act protects volunteers of nonprofit organizations or governmental entities. The Act states that such volunteers are not liable for harm caused by their acts of commission or omission provided the acts are in good faith.

9.6 Adopt-A-Trail Program

The City of Fayetteville's Adopt-A-Trail Program is an excellent way for the City to engage local citizens in the care and maintenance of the Razorback Greenway. The Adopt-a-Trail Program is operated by the City of Fayetteville Department of Parks with the goal of maintaining the environmental and aesthetic quality of the Razorback Greenway by generating a strong sense of ownership among the citizens of the City. Through the Adopt-a-Trail program residents, businesses, greenway users, and various community groups can

have an active role in maintaining the lands and facilities of the Razorback Greenway. Volunteers will work with Parks and Recreation Department staff to participate in various projects, which may include:

- Litter Pickup
- Removal of exotic invasive plants
- Planting flowers
- Reporting of safety hazards, illegal dumping, injured or dead animals, storm damage, and other issues

Sample forms are included below.

9.7 Trail Watch Program

A Trail Watch (Trail Trekker) program has been established for the Fayetteville sections of the Razorback Greenway will help to promote safety and appropriate trail use by providing information and assistance to all trail users. The Trail Trekker has a training program that is required to review the duties and to learn safety and first aid techniques. A volunteer wavier form is required if the volunteers assist with a project that requires the usage of a chainsaw or other types of equipment as deemed necessary. These forms are reviewed annually and updated on the City of Fayetteville website. Trail Trekker Volunteers and Trail-Trekkers observe and document safety issues requiring attention, serve as a positive presence on the trail and would assist the City of Fayetteville Parks and Police departments to keep the Razorback Greenway trail safe and well maintained.

Fayetteville Trail Trekkers & Adopt-A-Trail

Thank you for your interest in The Fayetteville Trail Trekkers Program, we hope you will enjoy being involved in our community. This Handbook provides information about Fayetteville's Trail system as well as the duties and responsibilities of volunteers in the Trail Trekkers Program.

Trail Trekkers is a year-round volunteer trail safety, education and assistance program that provides services to all trail users in the City of Fayetteville, Arkansas. The presence of Trail Trekkers on the trails helps to promote a feeling of satisfaction and security among trail users. Trail Trekkers works with local law enforcement groups, but it is not an enforcement agency.

Fayetteville Trail Trekker Goals

To contribute to the public's enjoyment and safety of the Fayetteville Trail System by providing service to all trail users.

Adopt-A-Trail

Adopt-A-Park and Adopt-A-Trail are parts of our Volunteer Program. Program participants are required to work three times per year. The first work session must occur within six months of adopting, followed by two additional work dates before the year's end. If the adopting group or individual does not work at least once within the first six month period, Fayetteville Parks and Recreation has the option to cancel the agreement.

Signage with your organization name will be installed at the park or trail you choose to adopt. The sign will be installed after requirements have been met for one full year and a commitment to continue has been made.

Duties of Trail Trekker Volunteers:

- Supply directions, maps and information
- Report and/or perform light trail maintenance
- Assist with first aid needs
- Encourage compliance of trail rules and etiquette
- Assist with minor bicycle repair
- Cooperate with Fayetteville Police Department if the need arises.

Trail Trekkers Volunteers will be supplied with vests for identification purposes, a small first aid kit, supplies for minor bike repairs, emergency and key contact phone numbers, and maps. It is necessary for each Trail Trekkers volunteer to carry a cell phone.

FAYETTEVILLE PARKS AND RECREATION

Recruitment, Orientation, and Training

The Trail Trekkers Training program will consist of explaining and understanding trail rules and ordinances, watching Trail and Bike Safety videos, basic first aid instruction, and conflict resolution training. Training sessions will be available on a quarterly basis or as needed. Volunteers must complete all aspects of training and meet with a Trail Trekker Coordinator before beginning as a Trail Trekker.

The Trail Trekkers Coordinators

The Trail Trekkers Coordinators are located in the Parks and Recreation Office: 1455 S. Happy Hollow Rd. The office hours are 8:00 a.m.-5:00 p.m. Monday through Friday. The Trail Trekkers Coordinators can discuss any questions or concerns by contacting the Parks and Recreation office at 444.3471

Procedure for Volunteering

Start by filling out the enclosed application and returning it to the Parks and Recreation Office. Volunteers will be contacted with further information on training dates and opportunities.

Record Keeping

Immediately after a work session volunteers are required to report via email or voicemail the date and time they work, the portion of trail they worked, number of people encountered, number of people assisted, and maintenance issues needing attention. So you or your organization can receive the recognition you deserve, it is essential that Parks and Recreation maintain a record of the amount of time donated by volunteers. This information should be e-mailed, submitted online, or phoned in within 24 hours of work date.

Safety and Personal Protective Equipment

Trail Trekkers need to be properly dressed and equipped with the proper protective equipment while working. Orange Safety vests must be worn at all times. Volunteers must wear close toed shoes at all times. Bikers must wear a helmet. If working a night shift, a flashlight or headlight must be used on non-lit portions of trail. Trail Trekkers must carry a cell phone at all times.

Who Can Volunteer:

All trail users should display respect for the trails and other trail users. They are encouraged to report maintenance needs, vandalism, or safety issues to the proper authorities.

Those who wish to assume the greater responsibility of a Trail Trekker will be required to complete a back ground check, complete all elements of training, and submits reports after every shift.

Policies

American with Disabilities Act (ADA)

Volunteers who are disabled should bring those needs to the attention of the Trail Trekkers Coordinators. Fayetteville Parks and Recreation complies with ADA guidelines and will make every effort to accommodate whenever possible.

Dress Code

We want you to be comfortable and wear appropriate clothing; we also ask that our volunteers project a professional image in their attire. Trail Trekkers should wear the orange Trail Trekkers vest at all times during a scheduled shift.

Drug Free Workplace

Fayetteville Parks and Recreation has a vital interest in maintaining a safe and efficient work environment for volunteers and employees. Use of drugs, being under the influence of alcohol, or being in an impaired condition poses safety and health risks and is prohibited. Violation of this policy will result in the termination of ones status as a volunteer.

Plant Collection

No plants or seeds may be installed or removed from any park property unless authorized by a Fayetteville Parks and Recreation Staff Member.

Sexual Harassment

No volunteer should experience unwelcome sexual suggestions from any employee, volunteer, or trail user, any incidents of this nature should be reported immediately to the Trail Trekkers Coordinators or Fayetteville Parks and Recreation Director for investigation.

Weather

If there is inclement weather, please use caution when out on the trails.

Emergency Procedures

Any Trail Trekker who observes a medical or any other type of emergency should call 911 then contact a staff member.

FAYETTEVILLE PARKS AND RECREATION

Grievance Procedures

A volunteer who has a concern about a work-related issue should discuss the issue with the Trail Trekkers Coordinators. Every attempt will be made to resolve a problem informally through the discussion process. However, if a matter remains unresolved, it will be referred to the Fayetteville Parks and Recreation Director so a final resolution can be reached.

Park Patron Relations

As a volunteer you represent Fayetteville Parks and Recreation and have an important role to play in enhancing the visitor's perception of Fayetteville Parks. Volunteers should always be friendly and helpful. If a visitor's question cannot be answered, the visitor should be directed to an appropriate staff member for an answer. If a volunteer observes inappropriate behavior from a visitor, they should report the problem immediately to the Trail Trekkers Coordinators or the group representative.

Thank you for your interest in our community. We look forward to meeting you and appreciate the generous offer of your time and skills.

Mail or Deliver to:
Fayetteville Parks and Recreation
Trail Trekkers Program
1455 S Happy Hollow Rd
Fayetteville AR 72701
Main Office: (479) 444-3471
Fax: (479) 521.7714
E-mail: aspann@ci.fayetteville.ar.us
Website: www.accessfayetteville.com

TRAIL TREKKERS APPLICATION

Please Print:

Date: _____

Volunteer Name

Address

Organization Name (if applicable)

City, State, Zip

(____) _____-

Phone Number

(____) _____-

Alternate Number

Occupation

E-Mail Address

Emergency Contact

In the event of an emergency contact:

Name

Relationship

Address

Emergency Telephone

Medical

Do you have any medical condition we should be aware of? (i.e.: heart condition, back problems, asthma, allergies, etc.). Specify:

Special Skills, Training, Hobbies & Interest

List any hobbies, training or background which may be applicable:

VOLUNTEER APPLICATION

Availability/Schedule

When are you available to volunteer?

On a regular basis

Occasionally

Special Events

Mornings

Afternoons

Weekends

Other _____

Preferred Day: M T W Th F S S

Is there a specific trail you would like to volunteer on?

Briefly explain why you are interested in volunteering with Fayetteville Parks and Recreation:

Do you have specific questions or comments you would like to address?

I certify that the information stated on this application is true and correct to the best of my knowledge and belief and is made in good faith. Any false statements made by me may be used as a rejection of this application.

Signature _____ Date _____

If you have any questions, please call 479-444-3471.

City of Fayetteville Staff Review Form

A. 7
 Bid #12-74 Vance Brothers, Inc.
 Page 1 of 26

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/8/2012 12/4/12
 City Council Meeting Date
 Agenda Items Only

Terry Gulley
 Submitted By

Transportation
 Division

Transportation Services
 Department

Action Required:

A resolution awarding Bid 12-74 Construction - Asphalt Micro-Surfacing and approving a contract with Vance Brothers, Inc. for the amount of \$72,470.00 and a 10% project contingency of \$7,247.00.

\$ 79,717.00
 Cost of this request

\$ 2,312,401.00
 Category / Project Budget

In-House Pavement Improvements
 Program Category / Project Name

4470.9470.5417.00
 Account Number

\$ 1,946,109.61
 Funds Used to Date

Transportation Improvements
 Program / Project Category Name

02052 / 1
 Project Number

\$ 366,291.39
 Remaining Balance

Sales Tax Capital Improvements
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐

Terry 2 Gulley
 Department Director

10-19-12
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

10-19-12
 Date

Original Contract Date:

Original Contract Number:

Paul a. Becker
 Finance and Internal Services Director

10-22-2012
 Date

Received in City 10-19-12 P12:41 RCVD
 Clerk's Office

[Signature]
 Chief of Staff

10-22-12
 Date

Received in
 Mayor's Office

[Signature]
 Mayor

12/23/12
 Date

ENTERED
 10/22/12
 [Signature]

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Terry Gulley, Transportation Services Department Director *TGG*

Date: November 8, 2012

Subject: A resolution awarding Bid 12-74 Construction - Asphalt Micro-Surfacing and approving a contract with Vance Brothers, Inc. for the amount of \$72,470.00 and a 10% project contingency of \$7,247.00.

PROPOSAL:

Asphalt micro-surfacing is a polymer modified cold-mix paving system that can remedy a broad range of problems on streets.

Like its parent product, slurry seal, micro-surfacing begins as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is used around the world as an economical treatment for sealing and extending the service of both urban and rural roads, micro-surfacing has many added capabilities due to the use of high-quality, carefully monitored materials, including advanced polymers and other modern additives.

The application of the proper asphalt slurry system (micro-surfacing and/or slurry seal) will significantly extend the life of existing pavements by protecting the undersurface from damage caused by water seepage and oxidation.

RECOMMENDATION:

Sealed formal bids for the purchase of asphalt micro-surfacing were publicly read and the results are attached to this memo.

Staff recommends approving a resolution awarding Bid 12-74 Construction - Asphalt Micro-Surfacing and approving a contract with Vance Brothers, Inc. for the amount of \$72,470.00 and a 10% project contingency of \$7,247.00.

BUDGET IMPACT:

Funds for the purchase of asphalt micro-surfacing are available in the In-House Pavement Improvements project.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-74 AND APPROVING A CONTRACT WITH VANCE BROTHERS, INC. IN THE AMOUNT OF \$72,470.00 FOR ASPHALT MICRO-SURFACING, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-74 and approves a contract with Vance Brothers, Inc. in the amount of \$72,470.00 for asphalt micro-surfacing and approves a ten percent (10%) project contingency.

PASSED and APPROVED this 8th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 12-74
 DATE: 10/18/12
 3:30 PM
 CITY OF FAYETTEVILLE

Bid 12-74, Construction - Asphalt Micro-Surfacing

			Donelson Construction Co., LLC			Vance Brothers, Inc.	
Item	DESCRIPTION	Unit of Measurement	Estimated Quantity	Line Item Unit Price	Line Item Total	Line Item Unit Price	Line Item Total
1	Microsurfacing (18-22 lbs/SY)	Per Square Yard	23,000	\$3.19	\$73,370.00	\$2.89	\$66,470.00
2	Microsurfacing (in excess of 22lbs/SY)	Per Pound	40,000	\$0.07	\$2,800.00	\$0.075	\$3,000.00
3	Microsurfacing in Wheel Ruts	Per Pound	40,000	\$0.07	\$2,800.00	\$0.075	\$3,000.00
4	N/A: Bid Items removed per Addendum 4, Dated 10/16/12						
5	N/A: Bid Items removed per Addendum 4, Dated 10/16/12						
TOTAL BASE BID (Sum of Items 1-3):					\$78,970.00		\$72,470.00

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

CERTIFIED:

P.VICE, PURCH MGR

WITNESS

Julie Paladino

10/19/12
 DATE

City of Fayetteville
Bid 12-74, Construction – Asphalt Micro-Surfacing
Bid Form – REVISED PER ADDENDUM 4

Contract Name: Bid 12-74, Construction – Asphalt Micro-Surfacing
Bid Number 12-72

BID TO:

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

**REVISED BID FORM
PER ADDENDUM 4**

BID FROM:

Bidder:

Vance Brothers, Inc.
5201 Brighton
Kansas City, MO 64130

Section 1 – Intent:

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville 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 City'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>
<u>#1</u>	<u>10-1-12</u>
<u>#2</u>	<u>10-5-12</u>
<u>#3</u>	<u>10-9-12</u>
<u>#4</u>	<u>10-16-12</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 City 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 City 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 City.

1. 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.
2. M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.
3. 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 – Base Bid Price:

Line Item	Description	Unit of Measurement	Estimated Quantity	Line Item Unit Price	Line Item Total
1	Microsurfacing (18-22 lbs/SY)	Per Square Yard	23,000	\$ 2.89	\$ 66,470. ⁰⁰
2	Microsurfacing (in excess of 22lbs/SY)	Per Pound	40,000	\$ 0.075	\$ 3,000. ⁰⁰
3	Microsurfacing in Wheel Ruts	Per Pound	40,000	\$ 0.075	\$ 3,000. ⁰⁰
4	N/A: Bid Items removed per Addendum 4, Dated 10/16/12				
5	N/A: Bid Items removed per Addendum 4, Dated 10/16/12				
Total Base Bid (Sum of Items 1-3):					\$ 72,470.⁰⁰

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – 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 the Agreement.

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 Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Tim Harra wood
Vance Brothers, Inc.
5201 Brighton KCMO 64130
Phone No. 501-231-8949
FAX No. 816-923-6472

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 16th Date of October, 20 12.

Arkansas State Contractor License No. 0057410413.

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: Vance Brothers, Inc. (SEAL)

Date of Incorporation: 12-31-58

VANCE BROS. INC
CORPORATE SEAL
MISSOURI

VANCE BROS. INC. (816) 923-4325

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

By: [Signature]

(Signature – attach evidence of authority to sign)

Name (type or printed): Jeff Vance

Title: Vice President

VANCE BROS. INC
CORPORATE SEAL
MISSOURI

(CORPORATE SEAL) VANCE BROS. INC. (816) 923-4325

Business address: 5201 Brighton
Kansas City, MO 64130

Phone No.: 816-923-4325 FAX No.: 816-923-6472

City of Fayetteville
Bid 12-74, Construction – Asphalt Micro-Surfacing
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Vance Brothers, Inc.

BUSINESS ADDRESS: 5201 Brighton Kansas City, MO 64130

NUMBER OF YEARS IN BUSINESS: 54 HOW LONG IN PRESENT LOCATION: 54

TOTAL NUMBER OF CURRENT EMPLOYEES: 300 FULL TIME 300 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 20 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. See attached
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

Statement of Bidders Qualifications

References for Micro-Surfacing

City of Lawrence, KS Mr. Steven Lashley	2011 Micro-Surfacing Program 785-832-3137	\$906,980.57	August 2011
City of Midwest City, OK Mr. Vaughn Sullivan	Micro-Surfacing 405-739-1397	\$220,065.30	May 2011
Clay County MO Mr. Dwayne Jackson	Micro-Surfacing 816-407-3630	\$480,971.06	July 2011
Clay County MO Mr. Dwayne Jackson	Micro-Surfacing 816-407-3630	\$264,189.18	July 2010
Missouri Dept. of Transportation Mr. Larry Jacobson	Micro-Surfacing Nodaway County 660-582-3300	\$467,978.27	Oct 2010

City of Fayetteville
Bid 12-74, Construction – Asphalt Micro-Surfacing
Debarment Certification Form – THIS FORM SHOULD BE SUBMITTED WITH ALL BIDS

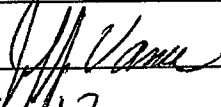
As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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: Jeff Vance
COMPANY: Vance Brothers, Inc
PHYSICAL ADDRESS: 5201 Brighton
MAILING ADDRESS: P.O. Box 300107
PHONE: 816-923-4325 FAX: 816-923-6472
EMAIL: ~~jvance@vancebrothers.com~~ tharrawood@vancebrothers.com
SIGNATURE: 
DATE: 10-16-12

NOTICE:

CAUSE: Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

TREATMENT: Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

City of Fayetteville
Bid 12-74, Construction – Asphalt Micro-Surfacing
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.

Jeff Vance
Printed Name


Signature

10-16-12
Date

Bid 12-74, Addendum 1



Date: Monday, October 01, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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.

• **Bid 12-74, has the following modifications and clarifications:**

- 1.) The City will release all work presented in the at one time with a single Notice to Proceed.
- 2.) Work shall be completed within thirty (30) calendar days of Notice to Proceed.
- 3.) The City will not hold any retainage from payments associated with this project.
- 4.) There will be no liquidated damages associated with this bid.

Acknowledge Addendum #1:

Printed Name: Jeff Vance

Signature: [Handwritten Signature]

Title: Vice President Date: 10-16-12

Company: Vance Brothers, Inc.

Bid 12-74, Addendum 2



Date: Friday, October 5, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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.

• **Bid 12-74, has the following modifications and clarifications:**

1. Square yard quantities of microsurfacing were calculated based on the red highlighted areas in the drawings. The City may adjust the project limits based on actual field conditions. The actual square yardage of microsurfacing placed will be measured, and payment will be made at the per square yard price bid for the actual quantity measured.
2. The crack fill quantity provided is an estimate and would also be adjusted based on actual quantities.
3. Thermo striping has been applied and will need to be at least scuffed up for the material to adhere. The City shall be responsible for scuffing existing striping.
4. The City will be responsible for taking care of the grass covering the shoulders.
5. Contractor shall be responsible for killing and removing the grass from the streets and curb lines.

Acknowledge Addendum #2:

Printed Name: Jeff Vance

Signature: [Signature]

Title: Vice President Date: 10-16-12

Company: Vance Brothers, Inc.

Bid 12-74, Addendum 3



Date: Tuesday, October 09, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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.

• **Bid 12-74, has the following modifications and clarifications:**

1. Residual asphalt limits in Section 4.7.1 of the Specifications are hereby revised to 6.0% to 10.0% by dry weight of aggregate.
2. Section 4.6.1 is hereby revised to provide for a curing time so that normal traffic can be permitted in one hour instead of one half hour.
3. Replace section 12.2 Test Strip with the following:
 - a. 12.2 Test Strip. Prior to the application of the micro-surfacing mixture, the CONTRACTOR shall place a test strip, at a location established by the Engineer, to demonstrate the compatibility of the modified emulsion and the mineral aggregate under field conditions. This test strip shall also be used to demonstrate mix uniformity and compliance of the mix to the requirements of proportioning of the asphalt, mineral aggregate, mineral filler, polymer modifier, set-control agent and water. The test strip shall be at least 152 meters (500 feet) in length, and the width of one lane and shall consist of the application courses specified in the contract. The test strip shall be conducted at the same time of day or night the full production will be applied, in the presence of the Engineer and a Department Materials Laboratory representative, at least hours (24) hours prior to the CONTRACTOR'S intended start-up date for microsurfacing placement. The Engineer shall evaluate the test strip after has fully cured to determine that the mix design and materials are acceptable. A new test strip shall be performed when the test strip is deemed unacceptable, a change in the mix design become necessary or as directed by the Engineer. The establishment of a test strip will be considered incidental, however the approved test strip will be measured and paid for in accordance with the contract provisions for the actual square yards of micro-surfacing placed. Failure of the test strip shall require the CONTRACTOR to completely remove the test strip with no compensation for the labor, equipment or material to place, remove or properly dispose of the failed test strip. Method or equipment substitutions used and approved by the Engineer in the test strip, shall be used in field production.
4. Replace Section 21 with the following:
 - a. 21. Contractor Qualification Requirements.
 - b. 21.1 Bidders shall be qualified and experienced to provide the work presented in this bid. Upon request by the City after bid opening, qualification requirements are due within 24 hours of request. Qualification will be determined based on information provided as follows. All information is required for contract approval

- c. 21.2 The bidder shall submit a letter of verification addressed to the CITY stating the project(s), and agency contact(s) that satisfies the minimum work experience requirements described in paragraph 16.1 herein.

Acknowledge Addendum #3:

Printed Name: Jeff Vance

Signature: [Signature]

Title: Vice President Date: 10-16-12

Company: Vance Brothers, Inc.

Bid 12-74, Addendum 4



Date: Tuesday, October 16, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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.

• **Bid 12-74, has the following modifications and clarifications:**

1. The bid deadline is hereby extended. All bids shall be received before **Thursday, October 18, 2012 before 3:30 PM, local time.** No late bids shall be accepted.
2. The bid form has been revised with this addendum. All bidders shall use the revised enclosed bid form. Failure to use the appropriate bid form can result in bid rejection.
3. Tack coat and crack sealing shall not be required and is hereby removed from all specifications.
4. The City anticipates this project going before City Council for award on Thursday, November 08, 2012.

TK Vance
Tim Vance
President
Vance Brothers, Inc
10-16-12



Project Check List

Bid 12-74, Construction – Asphalt Micro-Surfacing

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) from a bank located in the State of Arkansas. 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, any Addenda, Vendor References, 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: Vance Brothers, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0057410413

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Vance Brothers, Inc.

5201 Brighton Avenue P O Box 300107, Kansas City, MO 64130-0107

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville, Arkansas

113 West Mountain, Fayetteville, AR 72701

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid #12-74 Construction - Asphalt Micro-Surfacing

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of October, 2012

Brian Shield
(Witness)

Vance Brothers, Inc.

(Principal)

By:

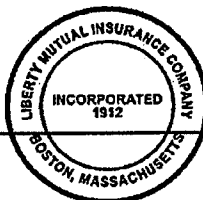
[Signature] Vice President
(Title)

VANCE BROS. INC.
CORPORATE SEAL

MISSOURI

VANCE BROS. INC. (816) 923-4325

Brenda L. Linze
(Witness)



Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

[Signature] Attorney-in-Fact Brenda L. Linze

Surety Phone No. 617-357-9500

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda L. Linze of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Fayetteville, Arkansas

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON SS
COUNTY OF KING

On this 2nd day of May, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, Peerless Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, Peerless Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

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: A. 7 10/18/2012
P.O Number:	Bid #12-74 Vance Brothers, Inc. Expected Delivery Date: 12 of 26

Vendor #:	Vendor Name: Vance Brothers, Inc.	Mail Yes: No: X
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Address: 5201 Brighton	Fob Point:	Taxable Yes: x No: No: X	Quotes Attached Yes No: X
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City: Kansas City	State: Missouri	Zip Code: 64130	Ship to code: 104	Division Head Approval: <i>Vern 2 Gully</i>
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Requester: Ginny Gundlach	Requester's Employee #: 2283	Extension: 489
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Asphalt Microsurfacing (18-22 lbs/SY)	23000	SY	2.89	\$66,470.00	4470.9470.5417.00	02052 / 1		
2	Asphalt Microsurfacing (In excess of 22 lbs/SY)	40000	LB	0.08	\$3,000.00	4470.9470.5417.00	02052 / 1		
3	Asphalt Microsurfacing in Wheel Ruts	40000	LB	0.08	\$3,000.00	4470.9470.5417.00	02052 / 1		
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot						

Special Instructions:

Contract # _____, Per Bid 12-74 & Res _____

Subtotal: \$72,470.00
Tax: \$0.00
Total: \$72,470.00

Approvals:

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: Bid 12-74, Construction – Asphalt Micro-Surfacing

Contractor: Vance Brothers, Inc.

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

1. **Vance Brothers, 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 12-74 as stated in **Vance Brothers, Inc.** bid proposal, and in accordance with specifications attached hereto and made a part hereof under **Bid 12-74**, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay **Vance Brothers, Inc.** based on their bid proposal in an amount not to exceed **unit pricing as presented in Bid 12-74.** 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 **Vance Brothers, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to **Bid 12-74** with the specifications and conditions typed thereon, inclusive of any addenda.
 - B. **Vance Brothers, 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 **Vance Brothers, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Vance Brothers, Inc.**
5. **Vance Brothers, Inc.** shall not assign its duties under the terms of this agreement.
6. **Vance Brothers, 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 **Vance Brothers, 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. **Vance Brothers, 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, **Vance Brothers, 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 **Vance Brothers, Inc.**

8. **Vance Brothers, 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 **Vance Brothers, 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



CONTRACTOR

BY Jeff Vance, Vice President
NAME AND TITLE

ATTEST COMPANY SECRETARY



5201 Brighton Kansas City, MO 64130
BUSINESS ADDRESS



CERTIFICATE OF LIABILITY INSURANCE

A. 7
Bid #12-74 Vance Brothers, Inc.
Page 25 of 26 (MM/DD/YYYY)
11/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cretcher Heartland Incorporated 4551 West 107th Street, Third Floor Overland Park KS 66204	CONTACT NAME: Theresa Bebout		
	PHONE (A/C, No, Ext): 913-341-8998	FAX (A/C, No): 913.643.4148	
	E-MAIL ADDRESS: TBebout@Cretcherheartland.com		
	PRODUCER CUSTOMER ID #: VANCE01		
INSURED Vance Brothers, Inc. 5201 Brighton Kansas City MO 64130	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Navigators Insurance Co		42307
	INSURER B: Argonaut Insurance Co		19801
	INSURER C: Valley Forge Insurance (CNA)		20508
	INSURER D: Continental Insurance Co (CNA)		35289
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1451211647

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY	Y		4034345990	1/1/2012	1/1/2013	
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	☒ Contr. Liab.						MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
D	AUTOMOBILE LIABILITY			4034346024	1/1/2012	1/1/2013	
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						\$
							\$
A	UMBRELLA LIAB ☒ OCCUR			SE12EXC7018381V	1/1/2012	1/1/2013	
	EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$1,000,000
	☐ DEDUCTIBLE						AGGREGATE \$1,000,000
	☐ RETENTION \$						\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9207508285514	1/1/2012	1/1/2013	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N	N/A					☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: City of Fayetteville, Arkansas - Bid 12-74 Asphalt Microsurfacing.

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville, Arkansas 113 West Mountain Street Fayetteville AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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City of Fayetteville Staff Review Form

A. 8
City Depository Board
Page 1 of 6City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

Paul A Becker

Submitted By

Finance and Internal Services

Division

Finance

Department

Action Required:

This is a request that the City Council establish a three member board to designate depositories and supervise the depositing of municipal funds as required by Arkansas code 19-8-106 (b)

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

☐

Paul A. Becker

11-16-2012

Department Director

Date

Previous Ordinance or Resolution #

Dr. Kelly

11-19-12

City Attorney

Date

Original Contract Date:

Original Contract Number:

Paul A. Becker

11-19-2012

Finance and Internal Services Director

Date

Received in City 11-15-12 P04:43 RCVD
Clerk's Office

Mr. Ware

11-19-12

Chief of Staff

Date

Received in
Mayor's Office

Mayor

11/20/12

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Paul A Becker

Date: November 16, 2012

Subject: To establish a three member board to designate depositories and supervise the depositing of municipal funds.

PROPOSAL: It has come to my attention that a statute was enacted in 2011 that requires the establishment of a depository board to designate depositories and supervise the depositing of municipal funds (section 19-8-106). The statute identified the members of that board as the mayor, a city council member selected by the council and city clerk-treasurer. However, the statute provides that the members of the city council may replace one of those members with the city finance official or other official.

I would like to recommend that the city council substitute the city clerk-treasurer official with the finance and internal services director as the third member of the board. This is being requested because of the operating structure of the City of Fayetteville and the functions the finance and internal services director currently perform. Since the position titles of staff sometimes change, I recommend that I specifically be named or my successor.

I have discussed the substitution of the finance and internal services director for the city clerk-treasurer with our current clerk-treasurer and she concurs with that request.

I would also recommend that the council identify the city council representative on the depository board as the vice-mayor.

RECOMMENDATION: That city council establish a depository board consisting of the mayor, vice-mayor and Paul A Becker or his successor.

BUDGET IMPACT: None

RESOLUTION NO. _____

A RESOLUTION DESIGNATING MEMBERS OF THE CITY DEPOSITORY BOARD, AS ESTABLISHED BY ARKANSAS CODE § 19-8-106

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 designates the following persons, to the extent required or authorized by state law, to serve as the City Depository Board, as established by Arkansas Code § 19-8-106:

- A. Mayor
- B. City Finance Director
- C. That member of the City Council who is Vice-Mayor.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Arkansas Code of 1987 Annotated Official Edition
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*** Legislation is current through the 2012 Fiscal Session and updates ***
*** received from the Arkansas Code Revision Commission through ***
*** August 1, 2012. ***
*** Annotations are current through July 3, 2012. ***

Title 19 Public Finance
Chapter 8 Depositories for Public Funds
Subchapter 1 -- General Provisions

A.C.A. § 19-8-106 (2012)

19-8-106. Depository boards.

(a) (1) The quorum court of each of the several counties shall by ordinance establish a county depository board. The county depository board is to be composed of the county judge, the county treasurer and county collector, or the sheriff when acting as ex officio tax collector, or those officials performing the duties of the above officials where an elective county office has been changed in accordance with Arkansas Constitution, Amendment 55.

(2) The board shall designate depositories and supervise the depositing of all county funds and all other public funds held by the county treasurer, except funds of a school district, and shall also designate depositories and supervise the depositing of all funds collected and held by the county collector.

(3) The board may also require county officials to settle with the county treasurer more frequently than required by Arkansas law.

(b) (1) Except as provided in subdivision (b)(2) of this section, the following persons shall constitute a three-member board to designate depositories and supervise the depositing of municipal funds:

(A) A mayor;

(B) A city clerk or recorder or clerk-treasurer or recorder-treasurer; and

(C) A city council member selected by the city council.

(2) Although the board shall not total more than three (3) members, the city council may replace one (1) of the three (3) board members listed in subdivision (b)(1) of this section with the city finance officer or other official.

(3) A majority of the board members shall be necessary to conduct business and to constitute a quorum.

A.C.A. § 19-8-106

(c) The commissioners of road, drainage, levee, and other improvement districts shall designate depositories and supervise the depositing of funds of their respective districts.

(d) The board of directors of any school district shall constitute a board to designate depositories and supervise the depositing of school district funds. All school district funds, whether held by the treasurer of the school district or by the county treasurer, shall be deposited as designated by the board of directors.

HISTORY: Acts 1935, No. 21, § 2; Pope's Dig., § 4328; Acts 1945, No. 57, § 1; 1973, No. 107, § 1; A.S.A. 1947, § 13-802; Acts 1987, No. 250, § 1; 2011, No. 619, § 1.

NOTES: Amendments.

The 2011 amendment rewrote (b).

HIERARCHY NOTES:

Tit. 19, Ch. 8 Note

Tit. 19, Ch. 8, Subch. 1 Note

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

Lindsley Smith

Submitted By

Communication

Division

General Government

Department

Action Required:

A Resolution to renew a contract with Community Access Television, Inc. (DBA "Your Media"), to provide public access services and operate the Public Access Television channel throughout 2013 for \$105,000.

\$105,000

Cost of this request

\$105,000.00

Category / Project Budget

Services & Charges

Program Category / Project Name

1010.6600.5713.00

Account Number

\$

-

Funds Used to Date

Miscellaneous

Program / Project Category Name

\$

-

Remaining Balance

General

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

Date

Original Contract Number:

Finance and Internal Services Director

Date

Received in City 11-16-12 P04:15 RCVD
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL MEMO

TO: Mayor Lioneld Jordan and City Council

FROM: Lindsley Smith, Communication Director *JS*

DATE: November 16, 2012

SUBJECT: Community Access Television, Inc., (dba Your Media) Contract for 2013

RECOMMENDATION

Approval of the attached contract between the City of Fayetteville and Community Access Television, Inc. (dba Your Media) in the amount of \$105,000 to operate the Public Access Channel from January 1, 2013, through December 31, 2013.

BACKGROUND

Community Access Television, Inc. (dba Your Media), was selected to be the City's public access provider and was awarded a five-year contract in 2011 with required annual renewals. This is a request for the annual contract renewal for January 1 through December 31 of 2013.

DISCUSSION

Over the last year, Fritz Gisler Television Center Manager, and Anne Shelley, Director of Your Media, met several times to determine ways to enhance Public Access Channel services, based on experience and input from the users and residents of Fayetteville. During these discussions Your Media requested an increase to compensate for the proposed increases in services in the 2013 contract. Your Media requested an increase of \$12,000 for the contract year.

A subcommittee of the Telecommunications Board was formed to review the request. The subcommittee discussed several issues and moved the request to review of the full Board with its unanimous endorsement. The Telecommunications Board reviewed the request for the increase in funding at its August 2012 meeting and unanimously endorsed the request. (see attached resolution) At the September 2012 meeting of the Board, they reviewed the 2013 Public Access Services contract in full, and have unanimously endorsed its approval to the City Council.

Included in the 2013 contract are several items that will increase services to the residents of Fayetteville:

1. Longer hours. A 5-hour per week increase in operating hours.
2. Enhanced classroom and training opportunities. More classes and a wider variety of classes will be conducted with a new approach that will better serve both novice and more advanced users.
3. Establishment of a 'television studio laboratory' environment that allows more hands-on training in studio production, and provides more opportunity for residents to have programs produced.
4. More availability to utilize the Public Access channel for both video production efforts and fund-raising activities of non-profit organizations.

BUDGET IMPACT

The total cost of this contract is \$105,000. This amount is included in the proposed 2013 Budget to be approved by the City Council.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$105,000.00 WITH COMMUNITY ACCESS TELEVISION, INC., TO PROVIDE PUBLIC ACCESS SERVICES AND OPERATE THE FAYETTEVILLE PUBLIC ACCESS TELEVISION CHANNEL THROUGHOUT THE 2013 YEAR.

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 in the amount of \$105,000.00 with Community Access Television, Inc. to provide public access services and operate the public access television channel throughout 2013. A copy of the contract, marked Exhibit "A" is attached hereto and made a part hereof. This contract approval is contingent on the City Council passing the 2013 City budget as presented for this contract item.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer

CONTRACT BETWEEN CITY OF FAYETTEVILLE, ARKANSAS
AND
COMMUNITY ACCESS TELEVISION
dba Your Media
A 501-C-3 NONPROFIT ORGANIZATION

AGREEMENT

This Agreement is made this 1st day of January, 2013, by and between the City of Fayetteville, a municipal corporation ("City"), and Community Access Television, Inc., a nonprofit corporation, dba Your Media ("Your Media") who agree as follows:

PURPOSE AND INTENT

1. The purpose of Public Access Television in Fayetteville is to provide an opportunity for residents of Fayetteville to produce and telecast television programming in a first-come, first-served, content-neutral, non-discriminatory manner, in accordance with the First Amendment, and to provide training for residents of Fayetteville in the techniques of video production for Public Access Television.
2. The City of Fayetteville is accorded a Public Access Television channel by television services providers with which it holds agreements.
3. The City of Fayetteville desires to provide support for the operation of Public Access Television in Fayetteville.
4. This contract for Public Access Television services is contingent upon the City retaining agreements with television services providers, such as they continue to provide the City with a Public Access Television channel.
5. The City has determined it will provide support for the operation and programming of its Public Access Television channel and it will provide physical space and equipment at the City of Fayetteville Television Center, located at 101 W. Rock Street, Fayetteville.
6. The City of Fayetteville provides financial support through General Fund Revenue allocations for operational contract services, building and facilities, approximately 3,000 square feet of space, utilities, repairs, maintenance, custodial services and capital expenditures for facilities, studios and equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this contract, the following definitions will be established:

Class: An organized, regularly scheduled, interactive teaching session that is focused on a particular subject and lead by an employee qualified to teach the subject.

Curriculum: A documented plan of teaching in which subject matter and class sessions are described in a detailed syllabus, including specific topics, teaching methods, schedules and methods of student evaluation.

Inside Program: A program produced utilizing Television Center equipment.

Outside Program: A program produced not utilizing Television Center equipment.

Producer: An individual who creates, owns, controls or is responsible for the content of a television program.

Programming: Video and/or audio material that is organized in a particular fashion as determined by a producer and distributed through one or more means to an audience.

Program Requestor: A resident of Fayetteville who requests a program to be telecast on the Public Access Television channel.

Resident of Fayetteville: An individual who resides within the city limits of Fayetteville. Residency may be documented by producing a current City of Fayetteville utility bill, a rental contract, a driver's license, or a government-issued photo ID that contains name and address.

Trainee: A resident of Fayetteville who is currently enrolled in a class offered by Fayetteville Public Access Television.

Television: Video programming that is distributed through any one or more wide-area distribution methods, such as Video On Demand, Web site embedding, cable, IPTV, Web streaming, over-the-air broadcast, etc.

Workshop: An organized, non-regular interactive teaching session which covers a particular topic of interest to the participants, usually lead by an expert in the subject matter.

SECTION 2: GENERAL PROVISIONS

All services described in this contract and provided to the public by Your Media will be provided free of charge to residents of Fayetteville, students of the Fayetteville Public School System, or an existing qualified user as of December 31, 2012. Your Media will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for providing the services described herein, unless otherwise stipulated in this contract.

Your Media shall not provide any services or engage in any activity not described in this contract, with or without compensation, that utilizes equipment, facilities or resources owned or controlled by the City of Fayetteville, without the expressed written consent of the City, or as stipulated in this contract.

Your Media may charge a fee for the following activities utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville:

1. Workshops other than those stipulated in this contract as being provided at no charge that are conducted utilizing City of Fayetteville resources.
2. The sale of blank recording media.
3. Transfer and/or duplication services.
4. Video production services. If production services are provided, the following conditions apply:
 - a. These services and activities will be referred to as "contract production".
 - b. All programming produced through contract production activity must be telecast on the Public Access Television channel.
 - c. Contract production may only include studio production activity at the Television Center and its related activity, including pre- and post-production.
 - d. Your Media shall charge rates adequate to cover the basic costs of production. Service rates will be reviewed and approved by the Television Center Manager on an annual basis.
 - e. Your Media will utilize a standard contract document for each agreement to provide contract production services. This contract document will be approved by the Television Center Manager.
 - f. All fees charged for providing contract production services will be collected at the point Your Media delivers the final product for which it was contracted.
 - g. All monies collected for providing production services will be utilized to support Fayetteville Public Access services or capital improvements as approved by the City Council and following applicable City of Fayetteville policies and procedures.
5. In addition to charging a fee for services described above, Your Media may generate revenue utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville through:
 - a. Fundraising activities designed to raise funds to support the operations or capital improvements of the Public Access channel.
 - b. Acquisition of grants or awards dedicated to support the operations or capital improvements of the Public Access channel.

If Your Media generates or collects any revenue through activities as allowed in this contract, or otherwise approved by the City, utilizing equipment, facilities or resources owned or controlled by the City of Fayetteville, Your Media will ensure:

1. All monies collected for such services will be deposited into and all checks shall be made payable to the "Trust Account of Community Access Television, Inc." which shall contain only those funds.
2. Community Access Television, Inc.'s manager shall ensure proper accounting of all such revenues collected and shall report such accounting monthly to the Television Center Manager.
3. All funds within the "Trust Account of Community Access Television, Inc." may only be expended after the City Council Resolution is passed authorizing the particular expenditure except that any normal bank fees related directly to the use of this trust account may be paid with trust account funds.
4. Proper accounting and records of services provided, fees charged and monies collected for services will be kept by Your Media, in a manner approved by the Television Center Manager.

The City of Fayetteville provides the services described herein as a public service to the residents of Fayetteville for non-commercial use. Your Media will not allow any equipment, facilities or resources owned or controlled by the City to be used to generate revenue for any private company, group, organization or individual with the following exceptions:

1. Your Media may produce, or allow to be produced, televised fund-raising programs or activities for 501(c)3, non-profit organizations that directly provide services to the residents of Fayetteville. These programs are limited to one (1) per organization per contract year.
2. Your Media may produce or conduct one (1) fund-raising program or activity for itself that is televised, or produces programming that is televised, on the Public Access Channel.
3. Televised fund-raising programs or activities may not exceed twenty-four (24) hours of continuous programming or activity, or, if not continuous programming, exceed seven (7) contiguous days of duration.
4. Fund-raising activities may not disrupt the normal operations of the Television Center. Questions regarding disruption will be determined by the Television Center Manager.
5. Fund-raising messages may not be displayed over other programming without the expressed written consent of the program owner.
6. The on-air bulletin/message board and the Short Takes program may be used by 501(c)3 non-profit organizations to announce or publicize activities of their organizations that generate revenue for their organizations or programs.

Ownership title to all capital acquisition, supplies, material or any other property purchased with funds received under this Contract is vested with the City, and possession of such property shall, upon termination of the Contract, revert to the City unless otherwise provided for by the City in writing. Any equipment secured through fund-raising efforts to benefit the Public Access Television channel shall remain the property of the City's Television Center. Any funds or revenue secured through fund-raising efforts to benefit the Public Access Television channel shall be remitted to the City.

All policies, procedures, information and execution of the services and responsibilities described in this contract shall be subject to approval by the Television Center Manager. Your Media will not make changes or revisions to any policy, procedure or method of work directly related to the services described herein without the prior approval of the Television Center Manager.

In exchange for the funding provided by the City to Your Media, pursuant to this Agreement, Your Media shall provide the following services and report progress in each area to the Telecommunications Board and the City as defined in this contract:

SECTION 3: SCOPE OF SERVICES

PROVIDE EQUITABLE CHANNEL AVAILABILITY AND PROGRAMMING SERVICES TO FAYETTEVILLE RESIDENTS ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, AND NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides airtime on the Public Access Television channel as a public service to the residents of Fayetteville. Your Media will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for telecasting any programming on the Public Access Television channel. It is expected that all programming that is produced utilizing City of Fayetteville Television Center equipment or facilities will be telecast on the Public Access channel.

Your Media will:

1. Maintain a process whereby residents of Fayetteville may request programming to be telecast on the Public Access Television channel. This process is subject to approval by the Television Center Manager.
2. Ensure individuals requesting programs to be telecast by Your Media on the Public Access Television channel are residents of Fayetteville, as defined in Section 1.
3. Require requestors to sign an affidavit warranting that the program they are requesting to be telecast does not contain:
 - a. any violation of any Federal, State or local statute or ordinance relating to obscenity; or
 - b. any material that is an unlawful invasion of privacy; or
 - c. any use of material which violates copyright law;

Such a statement does not relieve Your Media of its duty to prevent further telecast of programming that does not meet the stipulations contained herein, as such programming comes to its knowledge.

4. Ensure programming is not commercial in nature. Commercial programming is defined as: "Programming that contains direct appeals to purchase commercial goods or services; promotes the activities of for-profit groups, organizations or individuals; contains any call to action or solicitation to purchase a product or patronize a business; any use of superlatives in describing a product, service or business; any direct comparison to other products, or direct comparisons to unnamed products; any price or value information; or any inducements to buy."
5. Require program requestors to provide Your Media with expressed, written consent of the program's owner for the program to be telecast on Fayetteville's Public Access Television channel. Your Media will maintain a copy of all such permissions on file.
6. Maintain a decision-making process and criteria for the scheduling of programming that will ensure the protection of 1st Amendment rights of program requestors while ensuring programming does not violate Federal, State or local laws or ordinances. The process and criteria are subject to approval by the Television Center Manager. At a minimum, the process and criteria will:

- a. Utilize program type definitions as included in Section 1 and define other program types as necessary (i.e. one-time, series, date-sensitive, etc.).
 - b. Define scheduling priority of program types.
 - c. Define a priority conflict-resolution process.
 - d. Establish criteria for defining "mature-audience"-type programming.
 - e. Ensure program requestors are informed of "mature-audience"-type programming criteria and sign an affidavit categorizing a requested program as "mature-audience"-type programming if appropriate.
 - f. Define day-parts of the programming schedule that are appropriate for "mature-audience"-type programming.
 - g. Define the program scheduling process.
7. Program the automated telecast system to ensure the telecast of programming on the Public Access Television channel 24 hours per day/7 days per week.
 8. Manage the program scheduling process in such a manner that ensures no more than seven (7) days elapse between the submission of a new program and its first scheduled telecast.
 9. Manage the programming schedule in such a manner that the on-air bulletin/message board constitutes no more than 15% of the total weekly air time.
 10. Publish and distribute to the public a current program schedule weekly. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin/message board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media's email address list that is maintained as an opt-in list in the central records database.

The schedule will also be made available for publication by other media outlets that wish to do so.

Your Media will not:

1. Exercise any control of the content of programming, with the following exceptions:
 - a. Programs that are produced solely by Your Media staff for the purposes of communicating information about the Public Access Television channel or itself.
 - b. Portions of "open-studio" program content created by Your Media (i.e. opens, closes, bumpers, etc.).
 - c. The on-air bulletin/message board.
 - d. Programming that is produced as a result of classroom/training studio laboratory production activity that is conducted by Your Media.
2. Schedule for further telecast any programming that has been found to violate any Federal, State or local statute or ordinance. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as they become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification. Questions regarding the legality of any programming should initially be directed to the Television Center Manager.

3. Schedule for further telecast any programming that has been found in violation of any policy of Your Media or the City, including, but not limited to, a violation of the affidavit of copyright; the affidavit of ownership; the affidavit of redistribution rights; or the affidavit of "mature audience" content; each of which is included in the telecast request process. Your Media staff will bring any possible violations immediately to the attention of the Executive Director and the Television Center Manager as these violations become known to them, either through complaint or observation. The Television Center Manager will make an initial determination regarding the status of the programming. An email message is sufficient for notification.

The City reserves the right to approve the content of any program telecast on the Public Access Television channel that in any way indicates or implies it has originated directly from the Public Access Television channel or its management. The Television Center Manager will determine if programming meets such criteria.

PROGRAM SPONSORSHIP

Program producers and owners may accept sponsors for programming they produce for telecast on the Public Access Television channel. Program sponsorship must adhere to the following:

1. The following may be identified as a program sponsor:
 - a. Corporations or Divisions or Subsidiaries of Corporations
 - b. Endowments and Foundations
 - c. Individuals
2. General Rules for Acceptability
 - a. The sponsor may not exercise editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - b. The public must not perceive that the sponsor has editorial control over the content of any portion of programming telecast on the Public Access Television channel.
 - c. The public must not conclude that any programming on the Public Access Television channel promotes sponsors' products, services or other business interests.
3. Rules for Display of Sponsor Credits
 - a. All sponsor credits must identify the sponsor by name and/or logo.
 - b. Sponsor credits may not include:
 - i. Any call to action or solicitation to purchase a product, i.e. any use of "you" or "your"; or slogans such as "Get Met. It Pays."
 - ii. Superlatives, i.e. "...the most intelligent car ever built."
 - iii. Direct comparisons, i.e. "...when a Cadillac just isn't good enough."
 - iv. Price or value information
 - v. Inducements to buy, i.e. "six months free service when you buy"
 - c. Toll-free numbers or Web site addresses are acceptable if their purpose is only for the viewer to receive more information, and not to solicit sales.
 - d. Sponsor credits may not exploit or take unfair advantage of the child audience for children's programming.

- e. Sponsor credits may not create the perception that there is a connection between the program content and the sponsor's products or services.
- f. Sponsor credits may only be displayed at the beginning or end of a program.
- g. Program content may not be interrupted to provide sponsor credit.
- h. No one sponsor credit may exceed fifteen 15 seconds in length. No single program may have a sequence of sponsor credits that exceeds sixty (60) seconds in length.
- i. Credits for in-kind goods and/or services are acceptable but they must appear in context with normal production credits and may not incorporate brands or logos.

PROVIDE TELEVISION STUDIO PRODUCTION SERVICES FOR THE RESIDENTS OF FAYETTEVILLE ON A FIRST-COME, FIRST-SERVED, NON-DISCRIMINATORY BASIS

Your Media will:

1. Produce a weekly program ("Short Takes") of no less than 30 minutes and no more than one hour in length that provides an open-studio opportunity for residents of Fayetteville to express their views, present information, or perform; not to exceed five minutes per person.
 - a. The "Short Takes" program is owned and controlled by the City of Fayetteville.
 - b. Your Media will conduct two (2) separate studio sessions of one (1) hour each during which residents of Fayetteville may record their "Short Takes" segments. The schedule of studio sessions is subject to approval of the Television Center Manager.
 - c. All participants and residents appearing on the "Short Takes" program will be provided a document that informs them that what is presented on the Short Takes program must conform to all guidelines for other programming telecast on the Public Access Television channel.
2. Produce programming for the residents of Fayetteville utilizing studio production laboratory sessions.
 - a. Content of programming produced in studio laboratory sessions will be the responsibility of the producer requesting the production services.
 - b. All technical aspects of production will be under the control and responsibility of Your Media.
 - c. Producers requesting production services utilizing the studio laboratory sessions will be notified that they will be working in a classroom/training environment. The experience of the participants in the class will be priority.
 - d. Your Media will not charge any production fees for programming produced in studio laboratory sessions.
 - e. Studio laboratory sessions may not be used to produce series programming.
 - f. Production slots in the studio laboratory sessions will be scheduled on a first-come, first-served basis. A producer may not schedule more than one session at a time.
3. Produce and telecast an electronic community bulletin/message board for residents to announce events or other information.
4. Produce and telecast a disclaimer at random times during the program schedule, no fewer than six (6) times per day, which contains the following message in both video and audio

format: "Fayetteville Public Access Television is a public service provided by the City of Fayetteville to help residents exercise their First Amendment Rights. The views and opinions expressed on this channel are not necessarily those of the staff or management of Fayetteville Public Access Television or the City of Fayetteville."

EDUCATE FAYETTEVILLE RESIDENTS IN THE PRODUCTION AND DISTRIBUTION OF NON-COMMERCIAL TELEVISION PROGRAMMING

Your Media will provide training and technical support for residents of Fayetteville so they may learn the techniques and details of video production and television programming distribution.

Your Media will:

1. Create and implement a training curriculum that emphasizes technical proficiency and production quality. The curriculum will contain at least 3 core classes in the subjects of:

- a. Basic Field Production
- b. Basic Video Editing
- c. Introduction to Studio Production

And at least 3 advanced classes in the subjects of:

- a. Advanced Field Production
- b. Advanced Video Editing
- c. Studio Production

The syllabus for each class will be available on the Fayetteville Public Access Television web site.

2. Offer a minimum of six (6) free classes a week taught by Your Media staff in various disciplines of video production and programming distribution.
 - a. At least three (3) classes each week must be in the core subjects.
 - b. At least two (2) classes each week must be in the advanced subjects.
 - c. The studio production laboratory does not count toward the total of required classes.
3. Conduct a studio production laboratory session at least once per week that provides a "hands-on" training environment for students in Studio Production classes.
4. Create student evaluation criteria and methods that allow students to demonstrate proficiency in training both in writing and through practical application.
5. Require a minimum level of proficiency, as approved by the Television Center Manager, to achieve a passing grade in classes.
6. Maintain records of student performance and evaluations.
7. Provide training and development resources, and technical support, in addition to regular classes, to residents of Fayetteville while they are engaged in training or production activities.
8. Provide technical and production consultation to residents of Fayetteville who are producing outside programs.
9. Provide one (1) free workshop each month on various topics related to video production or television distribution lead by subject matter experts. Such instructors must be approved in advance by the Television Center Manager.
10. Offer training in the use of all available methods of television programming distribution.

11. Ensure that instructors maintain a minimum level of competence in the operation of equipment, as approved by the Television Center Manager. This can be demonstrated through industry certification or actual demonstration of skills to the Television Center Manager or their designee. If an instructor fails to meet a minimum level of competence, they will be prohibited from teaching any classes or workshops until such time as they have demonstrated to the Television Center Manager, or his/her designee, they have achieved that level.
12. Create and publish a monthly schedule of classes and workshops, a minimum of 30 calendar days prior to conducting the classes. The schedule will, at a minimum, be published in the following media:
 - a. The Public Access Television channel's on-air bulletin board.
 - b. The Public Access Television channel's web site.
 - c. A publicly accessible bulletin board at the Television Center.
 - d. Your Media's email address list that is maintained as an opt-in list in the central records database.
 - e. Made available for publication in other media that wish to do so.
13. Ensure Your Media staff stays current with emerging technologies through professional development that includes technical training.
14. Provide reports on training and education activity as required by the City.

PROVIDE EQUAL ACCESS TO TELEVISION PRODUCTION EQUIPMENT AND FACILITIES TO ALL RESIDENTS OF FAYETTEVILLE ON A FIRST-COME, FIRST-SERVED, CONTENT-NEUTRAL, NON-DISCRIMINATORY BASIS.

The City of Fayetteville provides video production equipment and facilities as a public service to the residents of Fayetteville so they may learn and apply the skills and techniques of television production. Your Media will not require, solicit or accept any compensation of any kind, beyond that agreed upon in this contract and provided by the City, in return for the opportunity for residents to use any video production equipment or facilities provided by the City of Fayetteville.

The City of Fayetteville Television Center Manager is responsible for the use designation of equipment and facilities within the Television Center. Your Media is responsible for the management of equipment and facilities designated for use by the public and designated for use by Your Media staff in the execution of the services described herein.

Your Media will:

1. Maintain accurate and detailed inventory records of all equipment designated for use by the public and use by Your Media staff.
2. Assist City staff in maintaining accurate and detailed inventory records of all equipment in the Television Center.
3. Maintain accurate and detailed records of the identification and use of all equipment that is designated for use by the public.

4. Maintain accurate and detailed records and identification of residents of Fayetteville who are qualified to check-out or utilize equipment designated for use by the public. Each record will contain, at a minimum, the user's name, address, telephone number, the area(s) in which they are qualified, and the expiration date of their qualification(s). A photocopy of the documentation of residency must be included.
5. Implement a plan to determine, either by elapsed time or demonstrated proficiency, the need for a qualified user to re-take any classes to maintain their qualification to use equipment or facilities of the Television Center.
6. Maintain a reservation system and procedure for residents to be able to reserve the use of equipment and facilities designated for public use.
7. Maintain check-in and check-out procedures for equipment and facilities designated for public use.
8. Design and utilize procedures and checklists that will ensure equipment is checked for full functionality upon return by a user. Records will be kept of the condition of equipment on check-out and return.
9. Perform minor repairs, maintenance and upkeep of equipment and facilities as directed by City staff.
10. Actively monitor the use of editing and studio facilities.
11. Ensure that a staff member who is fully qualified in the operation of all equipment or facilities available for public use is present and available at all times to any resident who is using, or wishes to use, any equipment or facilities designated for public use.

Your Media will not:

1. Allow, or continue to allow, the use of any equipment or facilities owned or controlled by the City of Fayetteville and provided for the use of the public or Your Media under this contract to be utilized in any way that may violate any Federal, State or local law regarding copyrighted material.

MAINTAIN A PROGRAM LIBRARY AND MANAGE ARCHIVE/PROGRAM RIGHTS

The City is committed to the preservation of Fayetteville's culture, history and legacy. This is demonstrated, in part, by support of the preservation of the programs and material telecast on the Public Access Television channel.

Producers will retain all rights to any program material or programming they create. All producers requesting their program to be telecast on the Public Access Television channel must sign a statement granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary. In the case of a resident who requests telecast of a program, either in whole or in part, to which they do not hold the copyright, the resident will provide expressed, written consent from the program's owner granting the City of Fayetteville non-exclusive rights for distribution and re-distribution of the program, either in whole or in part, as the City determines necessary.

Your Media will create and maintain the necessary documentation, affidavits and statements, subject to the approval of the Television Center Manager, to be included in any forms used to document the request for the telecast of programming.

1. Your Media will maintain a program library containing copies of all inside and outside programs telecast on the Public Access Television channel.
2. Your Media will maintain a program library database of all programs telecast on the Public Access Television channel.
3. Your Media will ensure the library and program library database are maintained in an easily accessible manner.
4. Physical recording media containing programming for telecast on the Public Access Television channel shall become property of the City.
5. Your Media will ensure programs are archived on DVD media, unless otherwise determined by the Television Center Manager.
6. Under no circumstances will Your Media remove, or allow to be removed, any program materials or media from the Public Access Television channel program library or program library database, without the prior approval of the Television Center Manager.

CONDUCT OUTREACH AND COMMUNICATION ACTIVITIES WITH THE PUBLIC

1. Your Media will manage a procedure whereby residents can communicate their views or complaints regarding the programming or operations of the Public Access Television channel to Your Media and the City. All complaints or comments, from whatever source or however communicated, must be immediately communicated to the Television Center Manager. After a resident makes a complaint, either verbally or in writing, the public access outsourced provider manager, or designee, will follow this procedure:
 - a. Document the complaint, recording:
 - i. Date.
 - ii. Time.
 - iii. Nature of the complaint.
 - iv. As many details as possible to facilitate the investigation of the complaint
 - v. Contact information of the complainant, if available.
 - b. Immediately communicate the complaint to the City of Fayetteville Television Center Manager and the Television Center Manager.
 - c. Immediately communicate to the complainant their complaint is being investigated, and they will receive a determination, in writing, regarding their complaint within 3 business days.
 - d. Provide a written response to the complainant detailing the investigation of their complaint, any findings thereof, and any action taken by the management of Your Media in response to the complaint. The response will also contain a statement that the complainant may appeal, in writing, any determination or action to the City of Fayetteville Telecommunications Board, c/o City of Fayetteville Television Center, 101 W. Rock Street, Fayetteville.

- e. Provide a copy of all correspondence and other pertinent materials to the Television Center Manager.
2. The management, staff or members of the Board of Directors of Your Media will not identify the Public Access Television channel in any way, either expressed or implied, as belonging to, owned by or controlled by Your Media.
3. The management, staff or members of the Board of Directors of Your Media will not identify the City of Fayetteville Television Center, or the equipment contained therein, or any portion thereof, in any way, either expressed or implied, as belonging to, owned by or controlled by Your Media.
4. The management, staff or members of the Board of Directors of Your Media will not identify themselves or their organization in any way, either expressed or implied, as "The City of Fayetteville" or as representing the City of Fayetteville.
5. In all communication from Your Media, the Public Access Television channel will be referred to and identified as "Fayetteville Public Access Television".
6. In all communication from Your Media, the entire production facility will be referred to as "The City of Fayetteville Television Center" or "The Television Center", as appropriate.
7. Your Media will maintain a process for effective communication with, and coordination among, all affected City programs, City staff, and the Telecommunications Board.
8. Your Media will conduct a consistent community outreach effort designed to recruit new producers and trainees.
9. Your Media will provide information to the entire community about the nature and role of public access television; educate the community about the opportunities available for training, production and programming; and encourage groups and individuals to participate in training classes and production experiences.
10. Your Media will maintain a Fayetteville Public Access Television-branded web site for the promotion of Public Access Television services and the education of the public that includes, at a minimum, current information regarding program, production and class schedules; policies and procedures; class syllabi; and an internet forum for exchange of information between the City, Your Media, producers and trainees. Your Media may include a link to their organization's web site.
11. The City will provide one (1) bulletin board in a publicly accessible area of the Television Center for the use of Your Media. Information posted on the bulletin board must meet at least one of the following criteria:
 - a. It is information from the City or public access operator regarding policies, procedures or regulations
 - b. It is a request by a producer to recruit help for video productions
 - c. It is a request to recruit producers for specific video production projects
 - d. It is information directly related to the programming of the public access channel
 - e. It is information directly related to opportunities for training and development in television production

- f. It is information that promotes:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville
- g. It is information that informs the public of an event or program sponsored by:
 - i. The City of Fayetteville
 - ii. A non-profit, 501(c)3 organization that serves the citizens of Fayetteville
 - iii. A government organization that serves the citizens of Fayetteville

Information shall not be posted on bulletin boards unless it meets all of the following criteria:

- a. It shall not contain any type of direct appeal to purchase commercial goods or services, or promote the for-profit activities of individuals, groups or organizations
- b. It shall not contain any depiction of libelous, obscene, indecent or violent material
- c. It shall not be information campaigning for or in support of any political candidate or ballot issue
- d. It shall be no larger than standard "letter" sized paper, 8 1/2" x 11"
- e. It shall be legible
- f. It shall not be a personal message or communication

All other bulletin boards in the Television Center are reserved for use by employees of the City or Your Media.

GENERAL ADMINISTRATION AND COMMUNICATION

Your Media will administer the activities and responsibilities described herein in compliance with all applicable Federal, State or local laws, ordinances, rules and regulations; within the parameters of the franchise agreements between the City and television services providers; and within any and all agreements, rules or regulations of any other television programming distribution service or provider utilized to perform the activities or responsibilities described herein.

All communication between the City and Your Media with regard to contractual matters or operations of the Television Center will be directed through the Television Center Manager, or any other such representative as may be appointed by the City, and Your Media's duly appointed representative.

1. Your Media will develop, maintain, and enforce operational policies that assure for staff and users decorum and a professional working environment at the City of Fayetteville Television Center consistent with other City offices.
2. Your Media will abide by and enforce all policies, rules and regulations regarding the use of the Television Center. The Television Center Manager is responsible for developing and publishing policies, procedures, rules and regulations regarding the use of the Television Center facility and equipment. The Television Center Manager will make available to all users of the facility a reference manual that will contain all policies,

procedures, rules and regulations regarding the operation of the Public Access Television channel and the City of Fayetteville Television Center. The City reserves the right to exclude users or staff of Your Media from the Television Center for violations of policies, procedures, rules and regulations.

3. The City shall make three telephone lines available for Your Media's business use.
4. Your Media shall be responsible for reimbursing the City for its own long distance telephone calls.
5. The City is not required to provide hardware and/or software for the establishment or maintenance of systems for the purpose of public internet access.
6. Your Media shall be responsible for the maintenance and repair of the hardware or software of computers installed for the office use of Your Media.
7. The City shall provide access to the Internet for Your Media at the same level provided to the Television Center. Your Media will be responsible for any access requirements above the level provided to the Television Center.
8. The City shall be responsible for the payment of the Television Center utilities, routine building and grounds maintenance and maintenance of the structure.
9. Your Media may use the City's current copier/printer at the Television Center for a charge of \$.039 per page. If the City upgrades the copier/printer located in the Television Center, Your Media shall pay an adjusted charge per page, up to, but not to exceed the standard rate charged to City Departments and Divisions as determined annually.
10. Copier/printer maintenance costs will be paid by the City.
11. All business conducted and information maintained by Your Media or Your Media Board of Directors in the execution of this contract is subject to the terms of the Arkansas Freedom of Information Act (FOIA).
12. Your Media will create an operations, training and production schedule that maintains convenient business hours as well as a class schedule that allows producers to become certified through a combination of day, evening and weekend classes. At a minimum Your Media will:
 - a. Provide service to the residents of Fayetteville a minimum of forty-five (45) hours per week through a minimum of five (5) days of operation.
 - b. Create a schedule that provides service for a minimum of four (4) hours per scheduled operation day.
 - c. Provide a staff member in the lobby to greet the public whenever the Television Center is open to the public.
 - d. Observe all City Holiday closings and follow City of Fayetteville policies regarding closing for inclement weather.

Your Media and the Television Center Manager will agree upon the operations schedule and Your Media will not vary from the agreed upon schedule without prior approval of the Television Center Manager.

13. Your Media shall submit monthly, quarterly and annual reports, as defined by the Television Center Manager, on the execution of the activities and responsibilities described herein. Monthly reports shall be due by the 10th of the following month, or the next business day following the 10th. No contract payments will be made to Your Media while any required report is incomplete or overdue.

14. Your Media agrees to provide the City with a monthly financial report, due by the 10th of the following month, detailing:

- a. Expenditures of funds provided Your Media from the City
- b. Sources and amounts of other revenue generated from Public Access service activity
- c. Any other expenditures related to Public Access service activity

The report shall be prepared by an independent certified public accountant, based on a modified accrual or cash basis method, summarizing activity during the preceding month and year to date. Said report shall include income and balance sheet statements.

15. Quarterly reports shall contain, but not be limited to:

i) Financial reports, detailing:

- (a) Expenditures of funds provided Your Media from the City
- (b) Sources and amounts of other revenue generated from Public Access service activity
- (c) Any other expenditures related to Public Access service activity

ii) Training reports, detailing:

- (a) Training activity provided residents
- (b) Training activity for staff
- (c) Class and workshop activity

iii) Certification activity

- (a) Certification of residents
 - 1. Number of new users qualified to use equipment
 - 2. Number of new outside producers

- (b) Certification of staff

iv) Production activity

- (a) Production activity of residents
- (b) Production activity of staff

v) Equipment Utilization

vi) Feedback and Complaints

vii) Programming reports

- (a) Itemization of programs telecast by:

- 1. Inside programs
 - 2. Outside programs

- (b) Itemization of program requestors by:

- 1. Inside programs
 - 2. Outside programs

- (c) Quantity of new and repeat inside programs

- (d) Quantity of new and repeat outside programs

- (e) Quantity of new program requestors

viii) Details of activity engaged in by Your Media to promote Fayetteville Public Access Television

16. In addition to the monthly, quarterly and annual reports, the following special reports and information shall be provided to the Television Center Manager:

- a. Reports of stolen, missing or damaged equipment within one (1) working day of learning of each occurrence; and
- b. Requests for changes in any policies or procedures that affect any services described herein; and
- c. All corporate documents, including but not limited to Your Media's by-laws, policies, articles of incorporation, certification of compliance with affirmative action plan and EEO standards, and a list of Board members; and
- d. At any reasonable time and as often as the Telecommunications Board or the City may deem necessary, Your Media shall make available to them, or any of their authorized representatives, within three (3) business days, all of Your Media's records related to all matters covered by this Agreement and shall permit the Telecommunications Board or the City to audit, examine, make excerpts and copies of such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to or deemed pertinent to matters covered by this Contract; and
- e. During the term of this Contract, Your Media shall cause to be delivered to the Telecommunications Board and the City copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered in a timely manner to give adequate notice and shall also include an agenda; and
- f. Minutes of all meetings, if taken, and materials distributed in meetings of Your Media's Board of Directors, or committees thereof, shall be submitted to the Telecommunications Board and the City; and

Your Media will, upon request of the City, make available all supporting documentation and data relating to any reports required by this Contract or requested by the City.

PERFORMANCE EVALUATION

1. A performance evaluation will be conducted quarterly by the Television Center Manager to assess Your Media's effectiveness in providing the services described herein.
2. The City and Your Media may agree upon periodic performance measures. These measures will be documented as Addendum A of this contract.
3. Your Media will provide a method for receiving feedback, comments, input and suggestions from the public. This communication will be made available to the Television Center Manager as part of the quarterly evaluation process.

4. The Television Center Manager will immediately communicate to Your Media any violations of this contract as may come to his/her attention so that Your Media may have an opportunity to correct such violations in a timely manner.
5. Quarterly evaluations will be communicated to the Telecommunications Board, consistent with the process for oversight as specified in the Telecommunications Ordinance.

CONTRACT PERIOD

The contract period will be from January 1, 2013 until December 31, 2013. Either party may cancel this contract at any time with a thirty (30) day written notice.

FUNDING

The City hereby agrees to pay Your Media the monthly sum of \$8,750 for services performed under the terms of this contract. Each monthly payment will be remitted on or before the 15th day of each month, beginning January 15, 2013, unless Your Media fails to comply with the expressed terms of this contract. The City will make no contract payments to Your Media unless Your Media is deemed in full compliance with the contract or until all contract violations are corrected.

LEGAL AUTHORITY

Your Media assures and guarantees that it possesses the legal authority to enter into this Agreement. Further, that the person or persons signing and executing this Agreement on behalf of Your Media have been fully authorized by Your Media to execute this Agreement. That such authority is evidenced pursuant to a proper, appropriate and official motion and resolution, which was passed and approved specifically to enter into this Agreement and shall legally bind Your Media to all the terms, performances, and provisions here set forth. A copy of such resolution shall be provided upon execution of this Agreement. The City may exercise its right to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of Your Media or the person signing the Agreement. The City shall not be obligated to pay Your Media for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Section.

PERSONNEL

Your Media shall adequately staff the public access operation to meet the services and duties outlined in this agreement. Both City staff and Your Media staff will be expected to work together in a cooperative manner within the Television Center. Personnel policies shall be established by Your Media and shall be available for examination by the City.

Upon termination of any employee from either the City or Your Media, it is understood that any violation of policy or procedure serious enough to require termination is also grounds for exclusion from the Television Center.

EQUAL OPPORTUNITY

Your Media shall comply with all applicable equal opportunity, affirmative action, and ADA laws or regulations, including those of the City of Fayetteville.

INSURANCE

Your Media shall obtain and keep in force during the term of this agreement a policy of public liability and property damage insurance. Your Media shall provide continued proof of coverage in its quarterly reports. The coverage, at a minimum, shall be in the following amounts:

General Liability

- | | |
|-------------------------------------|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products/Completed Oper. Aggr. | \$1,000,000 |
| 3. Each Occurrence | \$100,000 |
| 4. Fire Damage (any one fire) | \$50,000 |
| 5. Medical Expense (any one person) | \$5,000 |

Worker's Compensation for all employees as required by Arkansas Statute.

Bonding: Your Media shall obtain a fidelity bond covering all persons handling funds received or disbursed and/or signing or co-signing checks to disburse funds under this agreement, within 10 days of the contract execution. The fidelity bond shall be in an amount equal to 10% of the city grant award or \$5,000, whichever is less. Your Media shall furnish the city proof of an adequate fidelity bond prior to the first payment of funds under this agreement.

POLITICAL/SECTARIAN ACTIVITY

Your Media shall not initiate or sponsor political or religious programming. Your Media shall not engage in any political activity. Your Media shall not directly produce any programs nor participate in any activities that establish or promote any religion or prohibit the free exercise thereof.

HOLD HARMLESS

It is expressed, understood and agreed by both parties that the City is contracting with Your Media as an independent contractor and that as such, Your Media shall save and hold the City, its officers, agents and employees harmless from all liability of any nature of any kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property, resulting in whole or in part from the performance or omission of any employee, agent or representative of Your Media. This Agreement shall not be construed in any manner or form as a waiver of that Tort Immunity as set out under Arkansas Law.

CONFLICT OF INTEREST

The public access outsourced provider covenants that neither it nor any member of its Board of Directors currently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The public access outsourced provider further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its Board of Directors.

The public access outsourced provider further covenants that no member of its Board of Directors or its staff or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or have any personal financial interest, direct or indirect, in this Agreement or the proceeds thereof.

CONTRACT ENTIRE AGREEMENT

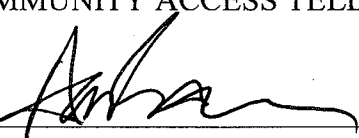
This Agreement constitutes the entire agreement between the parties hereto, and any prior agreement, whether written or oral, shall have no force or effect. Any subsequent agreements will have no effect unless properly executed in writing and recorded as an addendum to this Agreement.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word will be deemed as a separate, distinct and independent provision, and such holding will not affect the validity of the remaining provisions of this agreement.

COMMUNITY ACCESS TELEVISION

CITY OF FAYETTEVILLE, ARKANSAS

By: 

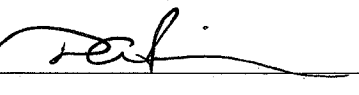
By: _____

Lioneld Jordan, Mayor

Title: BOARD CHAIR

ATTEST:

ATTEST:

By: 

By: _____

Sondra Smith, City Clerk

Title: Executive Director



CORPORATE RESOLUTION FOR CONTRACT NEGOTIATION AND EXECUTION WITH THE CITY OF FAYETTEVILLE

The Your Media Board of Directors empowers the Your Media Board Chair Anne Shelley to negotiate and execute the contract with the City of Fayetteville for Your Media to provide the services for Fayetteville Public Access Television over the term of the agreement.

The above resolution was passed by the Your Media Board of Directors at its meeting on October 25, 2012, as noted in the below excerpt from the Board Meeting Minutes and sworn by:

A handwritten signature in black ink, reading 'Bertha Gutierrez'.

Bertha Gutierrez, Board Member

A handwritten signature in black ink, reading 'Molly Jensen'.

Molly Jensen, Board Treasurer

From page 1, under the Board Business section of the October 26, 2012 Minutes of the Board of Directors Meeting the following is noted:

After Discussion, Molly made a motion to pass the following Corporate Resolution. Bertha seconded. Approved. Molly and Bertha will sign the resolution on behalf of the board.

The Your Media Board of Directors empowers the Your Media Board Chair Anne Shelley to negotiate and execute the contract with the City of Fayetteville for Your Media to provide the services for Fayetteville Public Access Television over the term of the agreement.

September 6, 2012

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

Re: Resolution for Increased Public Access Provider Funding

Dear Aldermen:

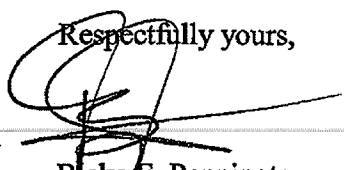
In the July 2012 meeting of the Telecommunications Board, we were asked by Your Media, the public access provider, to consider supporting its request to the City for an increase in funding for its 2013 contract. A sub-committee was created to meet with Anne Shelley, Your Media's executive director, to discuss in depth the current and future needs of the City, the ability of Your Media to meet those demands and the specific proposal by Your Media to increase the services available if they are able to secure more funding.

The sub-committee was chaired by Dr. Stephen Smith, with Aubrey Shepherd and Mitchell Spearman as members. The sub-committee reported its findings along with a proposed resolution for the full Board to consider. Specifically, Your Media proposes an increase in hours of operation; more training classes for Fayetteville residents; and the ability to provide studio production services to Fayetteville non-profit organizations and residents.

The resolution was adopted unanimously and is attached hereto for your consideration. The Board understands the financial implications of this request and does not offer its support lightly. The changes that have been seen in moved Fayetteville Public Access Television under the leadership of Anne Shelley and her board of directors are unprecedented and the level of service is unmatched. Your Media has consistently met and exceeded all of its contractual obligations since taking over as the public access provider.

The Telecommunications Board wholeheartedly supports the request for increased funding for the 2013 contract because the dividends to be enjoyed by the City and its residents will be far greater than the \$12,000.00 investment we are asking the City to make.

Respectfully yours,



Blake E. Pennington
Chairman

Enclosure as Stated

FAYETTEVILLE TELECOMMUNICATIONS BOARD

RESOLUTION: CONTRACT FOR OPERATION AND FUNDING OF PUBLIC ACCESS TELEVISION

WHEREAS, the operation and training provided to Fayetteville residents at Fayetteville Public Access Television have dramatically improved since Your Media became the service provider contract; and

WHEREAS, there is a need for an advanced level of video production courses as a supplement to the current core classes, allowing interested Fayetteville residents to create professional-grade shows to tell Fayetteville stories, a benefit to producers and for the City; and

WHEREAS, adding additional hours of operation would make the training and production experience more convenient for Fayetteville residents wishing to share their experiences, ideas, and stories; and

WHEREAS, the closing of Jones Television has made studio production an even more important service for Fayetteville-based nonprofits to share their messages and information about their services; and

WHEREAS, the Telecommunications Board has the responsibility to recommend policy and funding decisions to the City Council;

NOW, THEREFORE, BE IT RESOLVED:

That the Telecommunications Board recommends changes in the 2013 contract with the service provider to add: (1) five additional hours of operation each week for the benefit of residents' (2) expansion of the training curriculum to provide advanced video production training; and (3) studio production services to Fayetteville-based nonprofit groups and to individuals creating public affairs programs and forums; and further,

That the contract amount for these services be increased by \$12,000 for the 2013 fiscal year; and further,

That the Chair of the Telecommunications Board transmit this resolution to the Mayor and City Council to provide the advice required by the Telecommunications Board Ordinance.

APPROVED this 16th day of August, 2012.

Blake Pennington, Chair

City Council Agenda Items
and
Contracts, Leases or Agreements

11/20/2012

City Council Meeting Date
Agenda Items Only

Kevin Springer

Submitted By

Budget & Research

Division

Finance & Internal Services

Department

Action Required:

Approve a resolution adopting the Proposed 2013 Annual Budget & Work Program.

N/A

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item ☐Budget Adjustment Attached ☐

Paul A. Beuhr

Department Director

11-2-2012

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Dr. Bally

City Attorney

11-2-12

Date

Paul A. Beuhr

Finance and Internal Services Director

11-2-2012

Date

Received in City
Clerk's Office

11-02-12 A11:24 RCVD

Kim J.

Dan M...

Chief of Staff

11-7-12

Date

Received in
Mayor's OfficeENTERED
11/2/12
7:14

Lionel Jordan

Mayor

11/8/12

Date

Comments:

Signed at the Nov 20, 2012 CC mtg to the Sec. 4, 2012 CC mtg.



www.accessfayetteville.org

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff

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

DATE: November 2, 2012

SUBJECT: **Proposed 2013 Annual Budget & Work Program**

Recommendation:

Consider the Proposed 2013 Annual Budget & Work Program for adoption by the December 4, 2012 City Council meeting.

Discussion:

The Proposed 2013 Annual Budget & Work Program will be distributed to City Council on Thursday, November 8, 2012. Listed below is a schedule of hearing dates for the Proposed 2013 Annual Budget & Work Program.

Date	Budget Meeting / Location
Saturday, November 10, 2012	Budget Discussion Meeting, Room 326
Tuesday, November 13, 2012	City Council Agenda Meeting, Room 326
Tuesday, November 20, 2012	City Council Meeting, Room 219
Tuesday, December 4, 2012	City Council Meeting, Room 219
<i>Additional meetings to be scheduled if needed.</i>	

If you have any questions concerning the Proposed 2013 Annual Budget & Work Program, please feel free to contact either Paul A. Becker at 575-8330 or Kevin Springer at 575-8226. Thank you for your attention to this matter.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2013 ANNUAL BUDGET AND WORK
PROGRAM**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby adopts the 2013 Annual Budget and Work Program. A copy of the Budget, marked Exhibit "A", is attached hereto and made a part hereof.

PASSED and APPROVED this _____ day of _____, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

MB-1

City of Fayetteville Staff Review Form

C. 1
Regional Wayfinding Program
Page 1 of 44

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

Jeremy Pate
Submitted By

Development Services
Division

Development Services
Department

Action Required:

Approval of a Resolution to express the City of Fayetteville's commitment to implement the Regional Wayfinding Program, pursuant to a grant awarded to the Northwest Arkansas Council for this program.

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

Account Number

\$

Funds Used to Date

Program / Project Category Name

Project Number

\$

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

[Signature]
Department Director

11-15-2012
Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

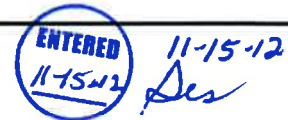
[Signature]
City Attorney

Nov 16, 2012
Date

[Signature]
Finance and Internal Services Director

November 19, 2012
Date

Received in City
Clerk's Office



[Signature]
Chief of Staff

11-19-12
Date

Received in
Mayor's Office



[Signature]
Mayor

11/20/12
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Jeremy Pate, Development Services Director 

Date: November 15, 2012

Subject: Wayfinding Program Implementation – Commitment to the NWA Council

RECOMMENDATION

Staff recommends approval of a resolution to express the City's commitment to implement the Regional Wayfinding Program, pursuant to a grant award to the Northwest Arkansas Council for this program, and subject to the terms discussed herein.

BACKGROUND

In 2011 a grant was awarded to the Northwest Arkansas Council from the Walton Family Foundation to pay for the design of a regional wayfinding program involving the cities of Fayetteville, Springdale, Lowell, Rogers, Siloam Springs, Eureka Springs and Bella Vista. The grant also funds the fabrication and installation of signs for a pilot project to one destination per city. The funding for the pilot project for each city (not to exceed a total of \$350,000) is contingent upon each city providing certain commitments. Each city, in order to receive the benefit of the comprehensive design and pilot project installation, must:

- 1) Complete the designed wayfinding program (for each respective city) by December 31, 2017, or earlier
- 2) Participate in the surveys by the Northwest Arkansas Council to help gauge success of the program
- 3) Agree to comply with the maintenance plan for the wayfinding system

Completion of Program: The City agrees to complete the wayfinding program, identified in the attached Message Schedule and Sign Location Plans, no later than December 31, 2017.

City staff has been working, at the direction of the Mayor, to coordinate the City's efforts in this program through the NWA Council and all of the other participating cities for over a year. Over a series of iterations, a final design plan, standards for fabrication and installation, protocol for inclusion of new destinations in the future, and maintenance responsibilities have been developed, with each city's input. These documents are all attached. Based on current cost estimates, the City of Fayetteville, with the Mayor and Council's input, plans to have all of the wayfinding program fabricated and installed at the same time as the pilot project, rather than phase it over the next five years. The expected installation of the pilot project is no later than July 2013. If approved, the Northwest Arkansas Regional Planning Commission will submit a request for proposal on behalf of all the participating cities in January of 2013. The winning bid will be selected by the Regional Wayfinding Steering Committee, which contains representatives from all seven cities, as well as NWARPC. The City's expectation is that all of the signs planned for Fayetteville will be fabricated and installed at the same time and therefore completed by July 2013.

The City of Fayetteville and the Fayetteville Advertising and Promotion Commission will both contribute to funding the program. The final Wayfinding Program is detailed in the attached **Message Schedule**, and an illustrative plan entitled **Sign Location Plans**; these constitute the comprehensive plan to which the City commits. Cost estimates as the plan currently calls for are attached, provided by MERJE, the design team hired for the programming phase of the system. In total, the full program is estimated at approximately \$314,500, with 20% of that, or \$64,000 paid for by the Walton Family Foundation as the pilot project. Also attached are the Design Development drawings of the signs themselves (including one of each participating city, to show the collaborative design approach undertaken). In the event that the bid comes in higher than estimated costs, the City may need to reconsider installing the program at one time, and instead implement a phasing plan. If that occurs, Fayetteville remains committed to completing the wayfinding program as described in the Message Schedule and Sign Location Plans by December 31, 2017 at the latest.

Surveys: The City agrees to conduct surveys at locations selected in agreement with the NWA Council, designed to gauge the success of the wayfinding program.

Surveys will be provided by the NWA Council, with input solicited from each participating city. Three survey phases are anticipated – Pre-project, Early Success, and One-year Post Pilot Completion surveys. All of these surveys are designed to gauge the success of the provided grant, and will also provide data for each city's use in understanding the effectiveness of the cities' investment in this program.

Maintenance Agreement: The City agrees to adhere to the attached regional wayfinding maintenance agreement, entitled Management and Maintenance Strategy.

The participating cities worked with MERJE, the design team, to create an overall system oversight diagram, maintenance flow chart and short-term, long-term and system life span management and maintenance plans for the wayfinding program. The plan identifies issues to address such as vandalism, cleaning, life span of the color in the products, sign panels and fasteners, etc. The Transportation Department, who will be tasked with the physical maintenance of the wayfinding signs, will retain a copy of the maintenance plan for implementation.

DISCUSSION

City staff has been excited to work on this important regional project, another example – like the Razorback Greenway Trail – of leveraging public and private funds to accomplish common goals that unite the region.

BUDGET IMPACT

Approximately \$125,000 is currently estimated to be the City's portion of the total cost. Other funding sources include the A&P Commission and the grant for the pilot project. Final costs will be determined at the time of the bid, and the decision of whether to implement the program fully in one installation or phase it over time will be made based upon those factors and available funds.

RESOLUTION NO. _____

**A RESOLUTION TO EXPRESS THE FAYETTEVILLE CITY COUNCIL'S
INTENT TO IMPLEMENT THE REGIONAL WAYFINDING PROGRAM**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to implement the Regional Wayfinding Program as discussed in the memo from Development Service Director Jeremy Pate and authorizes Mayor Jordan to sign the proposed Commitment Letter to the Northwest Arkansas Council (attached as Exhibit A).

PASSED and APPROVED this 14th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Draft Commitment Letter to the NWA Council (using Fayetteville as a example)

Mike Malone
President and CEO NWA Council
4100 Corporate Center Drive, Suite 205
Springdale, AR 72762

Dear Mr. Malone:

I'm writing on behalf of the City of Fayetteville to express our commitment to the regional wayfinding system.

As you know, the Walton Family Foundation awarded a grant to the Northwest Arkansas Council, through the fiscal sponsorship of the Endeavor Foundation, in late 2011. According to the terms of the grant, the Foundation agreed to pay for the design of a regional wayfinding program, involving the cities of Fayetteville, Springdale, Lowell, Rogers, Siloam Springs, Eureka Springs, and Bella Vista. The Foundation also agreed to fund the fabrication and installation of signs for a pilot project, or stem of signage, to one destination per city. The funding for the pilot project for all seven cities is not to exceed \$350,000, and will not be released until the city provides a commitment to the grantee (NWA Council) that they will complete the remaining portion of the project within a five-year time frame. This letter is intended to provide this commitment.

Based on current cost estimates, the City of Fayetteville plans to fabricate and install the remaining portion of our city's wayfinding program at the same time as the pilot project. According to the terms of the grant, the expected installation of the pilot project is no later than July of 2013. The Northwest Arkansas Regional Planning Commission plans to submit a request for proposal of behalf of all the cities in January of 2013. The winning bid will be selected by the Regional Wayfinding Steering Committee, which contains representatives of all seven cities participating in the project as well as a representative from Northwest Arkansas Regional Planning. Fayetteville's expectation is that all of the signs planned for Fayetteville will be fabricated and installed at the same time and therefore will be completed by July of 2013. Should there be any unexpected delays, we will inform the Council promptly.

The City of Fayetteville and the Fayetteville Advertising and Promotion Commission will both contribute to the cost of the program.

Fayetteville's wayfinding program is detailed in "Exhibit A" that is attached to this document. Exhibit A indicates the pilot project signs as "Phase I", and the remainder of the signage as "Phase II".

The cost estimates for the City of Fayetteville are also attached as Exhibit B. MERJE Design, the designers hired to for the programing phase of the system, provided these estimates to the City of Fayetteville.

In the event that the selected bid comes in higher than the estimated costs, Fayetteville may need to reconsider installing the program at one time, and implement a phasing plan. If such circumstance occurs, Fayetteville commits to completing the wayfinding program as described in Exhibit A, by December 31, 2017, within the 5 year period described by the grant. We further agree to keep the Northwest Arkansas Council informed of any unexpected delays in the fabrication and installation of the project.

Please let me know if you have any questions.

Sincerely,

NWA Regional Wayfinding Program

Message Schedule

City of Fayetteville, Arkansas
Wayfinding & Signage Program

NWA REGIONAL WAYFINDING SYSTEM

MESSAGE SCHEDULE

Third Submittal

23 July 2012

merJe

120 N. Church Street
Suite 208
West Chester, PA 19380
T 484.266.0648
www.merjedesign.com

ENVIRONMENTS & EXPERIENCES

SIGN COUNT SUMMARY

MERJE | ENVIRONMENTS AND EXPERIENCES
120 N. Church Street
Suite 208
West Chester, PA 19380
484.266.0648
www.merjedesign.com

Client: City of Fayetteville, Arkansas

Project: NW Arkansas
Regional Wayfinding and Signage Program

Project No.:

Submittal: Third

Date: 06/29/2012

Sign Type	Quantity	Description
VDIR.1	6	
VDIR.2	8	
VDIR.3	8	
VDIR.4	2	
VDIR.5	11	
VDIR.6	14	

SIGN MESSAGE SCHEDULE

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Project No.:

Submittal: Third

Date: 06/29/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	100	VDIR.3	1		FAYETTEVILLE < Visitors Center ^ Chamber of Commerce ^ Library	Locate a minimum 25 ft from intersection of Block Ave.
2	101	VDIR.2	1		FAYETTEVILLE < US District Courthouse ^ Fayetteville Dist Court	Locate a minimum 25 ft from intersection of Mountain St.
2	102	VDIR.1	1		FAYETTEVILLE > Fayetteville Dist Court	Locate a minimum 25 ft from intersection of Rock St.
2	103	VDIR.2	1		FAYETTEVILLE < Chamber of Commerce < Library	Locate a minimum 25 ft from intersection of Church Ave.
2	104	VDIR.2	1		FAYETTEVILLE < Chamber of Commerce > Library	Locate a minimum 25 ft from intersection of Mountain Ave.
2	105	VDIR.2	1		FAYETTEVILLE > Downtown Square > Visitors Center	Locate a minimum 25 ft from intersection of Block Ave.

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Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
1	106	VDIR.3	1		FAYETTEVILLE < Downtown Square < Visitors Center ^ Walton Arts Center	25 mph zone (changes to VDIR.3) Locate 7 foot 6 inches south of pedestrian light post, aligned, prior to intersection of Center St. Note: remove existing TODS Visitor Info signs.
1	107	VDIR.3	1		FAYETTEVILLE > Downtown Square > Visitors Center > Library	25 mph zone (changes to VDIR.3) Locate 7 foot 6 inches north of pedestrian light post, aligned, prior to intersection of Center St. Note: remove existing TODS Visitor Info signs.
2	108	VDIR.3	1		FAYETTEVILLE < Dickson St District < Walton Arts Center ^ Botanical Garden	25 mph zone (changes to VDIR.3) Locate at least 100 ft south of intersection of Dickson St. Or approx. 50 ft from UA sign #201. (Recommend UA sign #201 to locate at least 50 ft from intersection of Dickson St.)
1	109	VDIR.3	1		FAYETTEVILLE > Dickson St District > Walton Arts Center ^ Downtown Square	25 mph zone (changes to VDIR.3) Locate 5 ft north of tree grate, aligned, prior to First Baptist Church parking lot entry. (Recommend UA sign #200 to locate at least 50 ft from intersection of Dickson St.)
2	110	VDIR.1	1		FAYETTEVILLE ^ Gary Hampton Park	Locate on right hand side of Porter Rd, just north of the Deane St intersection. Traffic heading north on Porter Rd will stop at intersection of Deane St. The sign must be positioned so as to be seen from that point.

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Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	111	VDIR.1	1		FAYETTEVILLE ^ Gary Hampton Park	Porter Rd changes into Mt Comfort Rd. Locate at least 50 ft from intersection of Shiloh Dr.
2	112	VDIR.3	1		FAYETTEVILLE > Dickson St District > Downtown Square ^ Botanical Garden	25 mph zone Locate at least 50 ft from intersection of (71) College Ave.
2	113	VDIR.3	1		FAYETTEVILLE < Downtown Square > Uptown District ^ University of Arkansas	25 mph zone Locate at least 50 ft from intersection of (71) College Ave. Note: Trim back trees at this location.
2	114	VDIR.2	1		FAYETTEVILLE < Botanical Garden < Lake Fayetteville	Locate approx. 100 ft from intersection of (45) Mission Blvd., on the property line.
2	115	VDIR.3	1		FAYETTEVILLE > Library ^ Downtown Square ^ Visitors Center	Locate a minimum 25 ft from intersection of School Ave.

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Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	116	VDIR.2	1		FAYETTEVILLE < Downtown Square ^ Walton Arts Center	Locate a minimum 25 ft from intersection of Block Ave.
2	117	VDIR.1	1		FAYETTEVILLE < Clinton House Museum	Locate a minimum 25 ft from intersection of Clinton/Stons St.
2	118	VDIR.1	1		FAYETTEVILLE ^ Clinton House Museum	Locate a minimum 25 ft from intersection of Stadium/Virginia Ave.
2	119	VDIR.2	1		FAYETTEVILLE > Gary Hampton Park > Holcomb Elementary	Replace existing sign location with Holcomb Elementary School message.
2	120	VDIR.2	1		FAYETTEVILLE < Botanical Garden > Downtown Square	Locate at least 200 ft from intersection of (265) Crossover Rd.
2	121	VDIR.1	1		FAYETTEVILLE > Lake Fayetteville	Locate at least 100 ft from intersection of (71) College Ave.

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Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
1	200	VDIR.5	1		FAYETTEVILLE < University of Arkansas < Downtown Square	Coordinate location with AHDT; can existing and new signs be consolidated into 1 location? Add green panel with "Farmington" - right arrow? If not to above, then: locate new sign on right side of roadway, 100 ft south of existing sign "West 62 Right Lane" with "Right Lane Must Turn Right" panel.
1	201	VDIR.5	1		FAYETTEVILLE < University of Arkansas < Downtown Square	Coordinate location with AHDT; can existing and new signs be consolidated into 1 location? Add green panel with "Farmington" - left arrow? Locate across Futrell Drive, aligned with center of exit roadway. Sign must face exit roadway.
1	202	VDIR.5	1		FAYETTEVILLE > University of Arkansas > Downtown Square	Locate sign 110 ft south from existing "South 540" and "North 540" sign cluster, located south of intersection of (MLK Jr Blvd) Main St.
1	203	VDIR.6	1		FAYETTEVILLE < University of Arkansas ^ Clinton House Museum ^ Downtown Square	Replace current "Clinton House Museum" TODS sign at Wendy's restaurant, only locate sign 5 feet from edge of property (TODS sign too close to driveway entry). (Recommend UA sign #403 to locate at the current "35 mph" sign location. Move "35 mph" sign to new location.)
1	204	VDIR.6	1		FAYETTEVILLE < Library < Visitors Center < Downtown Square	Replace existing TODS Visitor Info sign, only locate at least 3 feet after utility wood pole. (Sign locations 204 and 205 will be approx. 115 feet apart from each other.)

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Phase	LocationNo.	Sign Type	Qty.	Sheet No.	Message:	Comments:
2	205	VDIR.5	1		FAYETTEVILLE > Walker Park > Air/Military Museums	Locate approximately 125 ft from intersection of (71) School Ave, at least 3 feet after 2nd utility wood pole.
1	206	VDIR.6	1		FAYETTEVILLE < University of Arkansas ^ Library ^ Downtown Square	Locate 200 ft from intersection of Martin Luther King Jr Blvd.
1	207	VDIR.6	1		FAYETTEVILLE < Library (Up Right arrow) Visitors Center (Up Right arrow) Downtown Square	Replace existing 35 mph sign location. Move 35 mph sign to new location.
2	208	VDIR.6	1		FAYETTEVILLE > University of Arkansas ^ Walker Park ^ Air/Military Museums	Locate at least 100 ft from intersection of Martin Luther King Jr Blvd.
2	209	VDIR.5	1		FAYETTEVILLE < Walker Park ^ Air/Military Museums	Locate at least 200 ft from intersection of 15th Street.

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Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	210	VDIR.6	1		FAYETTEVILLE > Walker Park ^ Downtown Square ^ University of Arkansas	Locate at least 100 ft from intersection of 15th Street.
2	215	VDIR.6	1		FAYETTEVILLE < Gary Hampton Park ^ University of Arkansas ^ Downtown Square	Locate at least 250 ft from intersection of Porter Rd.
2	216	VDIR.4	1		FAYETTEVILLE > Gary Hampton Park	Locate at least 100 ft from intersection of Porter Rd.
2	220	VDIR.6	1		FAYETTEVILLE > University of Arkansas ^ Downtown Square ^ Botanical Garden	Locate at least 300 ft from intersection of Garland Ave. Note: Sign locates on severe slope. One leg must be shorter than other. (UA sign #502 should be installed at least 200 ft from intersection of Garland Ave.)
2	221	VDIR.5	1		FAYETTEVILLE < University of Arkansas ^ Gary Hampton Park	Locate at least 200 ft from intersection of Garland Ave. (UA sign #107 should be installed at least 100 ft from intersection of Garland Ave.)

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Phase	LocationNo.	Sign Type	Qty.	Sheet No.	Message	Comments
2	223	VDIR.6	1		FAYETTEVILLE < University of Arkansas > Botanical Garden ^ Uptown District	Locate at least 200 ft from intersection of North St. Note: Short posts required for this location. Sign must be mounted above wall in grass area.
2	225	VDIR.6	1		FAYETTEVILLE > University of Arkansas ^ Dickson St District ^ Downtown Square	Replace existing sign. Locates approx. 125 ft from intersection of North St.
2	227	VDIR.5	1		FAYETTEVILLE > Downtown Square > University of Arkansas	Locate at least 100 ft from intersection of North St.
2	228	VDIR.6	1		FAYETTEVILLE < Gulley Park (Up Right Arrow) Botanical Garden (Up Right Arrow) Lake Fayetteville	Locate at least 100 ft from intersection of Old Wire Rd.
2	229	VDIR.5	1		FAYETTEVILLE < Botanical Garden < Lake Fayetteville	Locate at least 200 ft from intersection of (265) Crossover Rd.

SIGN MESSAGE SCHEDULE

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Date: 06/29/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	230	VDIR.5	1		FAYETTEVILLE > Downtown Square > University of Arkansas	Locate at least 100 ft from intersection of (45) Mission Blvd.
2	231	VDIR.5	1		FAYETTEVILLE < Lake Fayetteville ^ Botanical Garden	Locate at least 200 ft from intersection of Zion Rd.
2	232	VDIR.5	1		FAYETTEVILLE > Lake Fayetteville ^ Downtown Square	Locate at least 100 ft from intersection of Zion Rd.
2	235	VDIR.6	1		FAYETTEVILLE < Botanical Garden ^ Downtown Square ^ University of Arkansas	Locate at least 200 ft from intersection of Zion Rd.
2	236	VDIR.4	1		FAYETTEVILLE > Lake Fayetteville	Locate at least 100 ft from intersection Lakeview Rd.

SIGN MESSAGE SCHEDULE

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Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	237	VDIR.6	1		FAYETTEVILLE < Lake Fayetteville ^ Botanical Garden ^ Downtown Square	Locate at least 200 ft from intersection Lakeview Rd.
1	240	VDIR.6	1		FAYETTEVILLE < Clinton House Museum ^ Visitors Center ^ Downtown Square	Locate at least 300 ft from intersection of Garland/Paris Ave. Or 100 feet from UA sign #404. (Recommend UA sign #404 to locate at least 200 ft from intersection of Garland/Paris Ave.)

PHASE 1: Sign Types

SIGN COUNT SUMMARY

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Client: City of Fayetteville, Arkansas

Project: NW Arkansas
Regional Wayfinding and Signage Program

Project No.:

Submittal: Third

Date: 06/29/2012

Sign Type	Quantity	Description
VDIR.3	3	
VDIR.5	3	
VDIR.6	5	

PHASE 2: Sign Types

SIGN COUNT SUMMARY

MERJE | ENVIRONMENTS AND EXPERIENCES
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Client: City of Fayetteville, Arkansas

Project: NW Arkansas
Regional Wayfinding and Signage Program

Project No.:

Submittal: Third

Date: 06/29/2012

Sign Type	Quantity	Description
VDIR.1	6	
VDIR.2	8	
VDIR.3	5	
VDIR.4	2	
VDIR.5	8	
VDIR.6	9	

NWA Regional Wayfinding Program

Sign Location Plans

City of Fayetteville, Arkansas
Wayfinding and Signage Program

NWA REGIONAL WAYFINDING SYSTEM

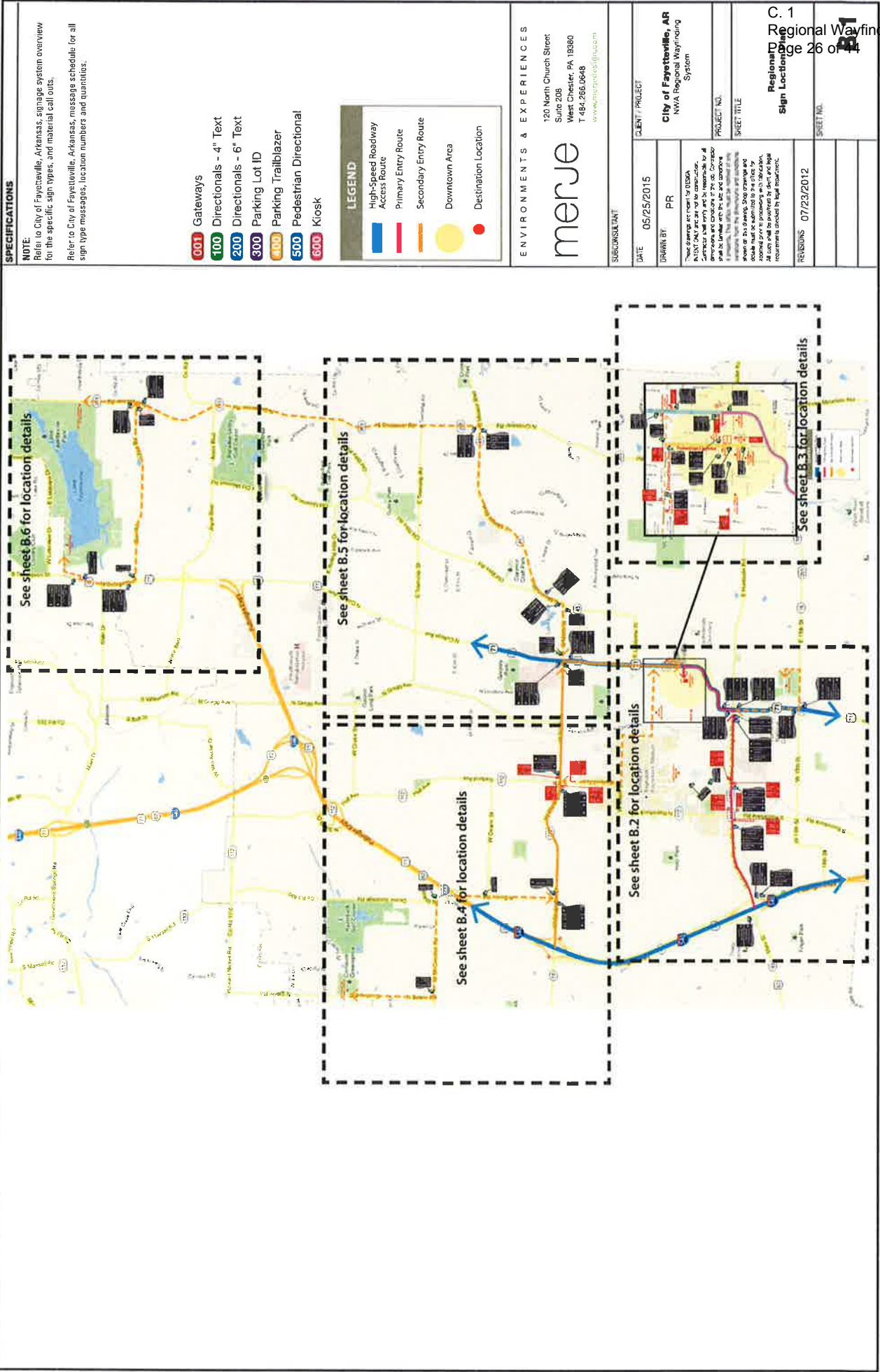
Third Submittal

SIGN LOCATION PLANS

23 July 2012

merue
ENVIRONMENTAL EXPERIENCES

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SPECIFICATIONS

NOTE:

Refer to City of Fayetteville, Arkansas, signage system overview for the specific sign types, and material call outs.

Refer to City of Fayetteville, Arkansas, message schedule for all sign type messages, location numbers and quantities.

- 0001 Gateways
- 100 Directionals - 4" Text
- 200 Directionals - 6" Text
- 300 Parking Lot ID
- 400 Parking Trailblazer
- 500 Pedestrian Directional
- 600 Kiosk

LEGEND

- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location

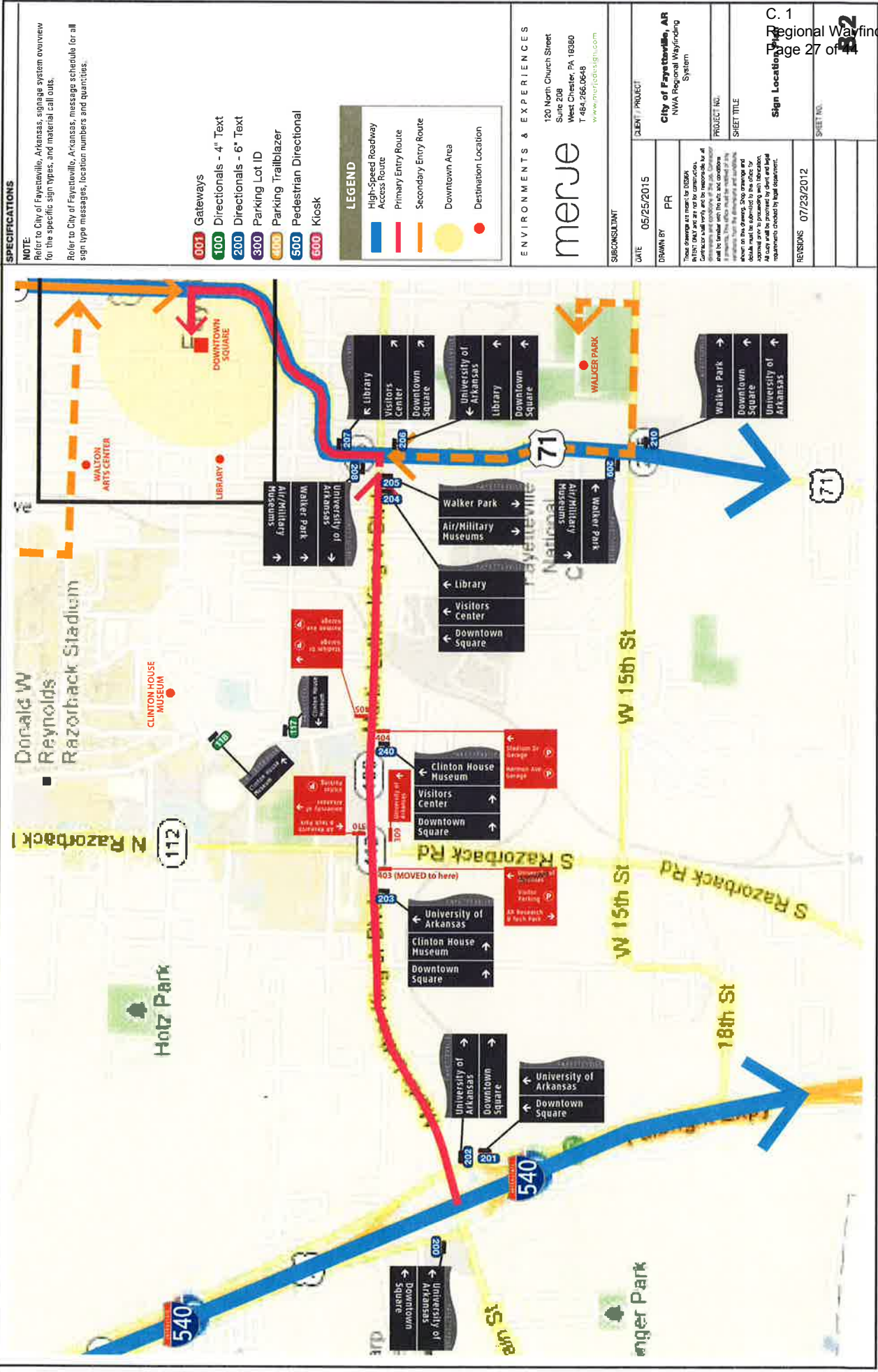
ENVIRONMENTS & EXPERIENCES

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www.merjeusa.com

SUBCONSULTANT

DATE	05/25/2015
DRAWN BY	PR
This drawing is prepared by MERJE, a professional engineering firm, and is to be used only for the project and location shown. It is not to be used for any other project or location without the written consent of MERJE. All work shall be governed by state and local requirements and shall be subject to final inspection.	
CLIENT / PROJECT	City of Fayetteville, AR NWA Regional Wayfinding System
PROJECT NO.	
SHEET TITLE	
REVISIONS	07/23/2012



SPECIFICATIONS

NOTE:
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- 100 Directionals - 4" Text
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LEGEND

- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location

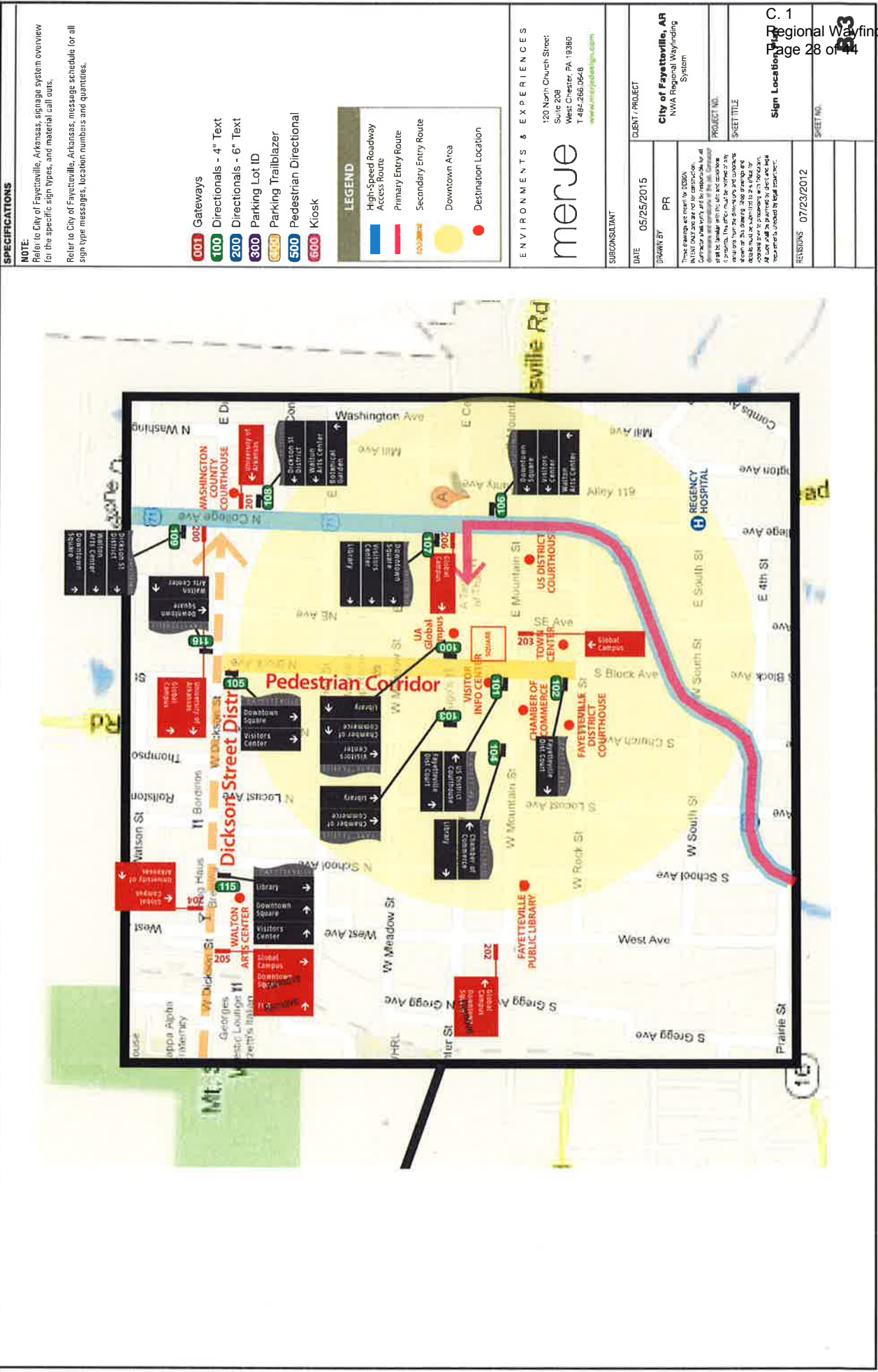
ENVIRONMENTS & EXPERIENCES

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SUBCONSULTANT

DATE	05/25/2015	CLIENT / PROJECT	City of Fayetteville, AR NMA Regional Wayfinding System
DRAWN BY	PR	PROJECT NO.	
These drawings are issued by merje for the City of Fayetteville, AR. merje is not responsible for all other drawings and specifications of this job. Contractor shall verify and be responsible for all other drawings and specifications of this job. merje is not responsible for any errors or omissions in these drawings and specifications. merje shall be held harmless for any errors or omissions in these drawings and specifications. merje shall be held harmless for any errors or omissions in these drawings and specifications. merje shall be held harmless for any errors or omissions in these drawings and specifications.		SHEET TITLE	
SIGN LOCATION		SHEET NO.	
REVISIONS		07/23/2012	



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- 600 Kiosk

LEGEND

- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location

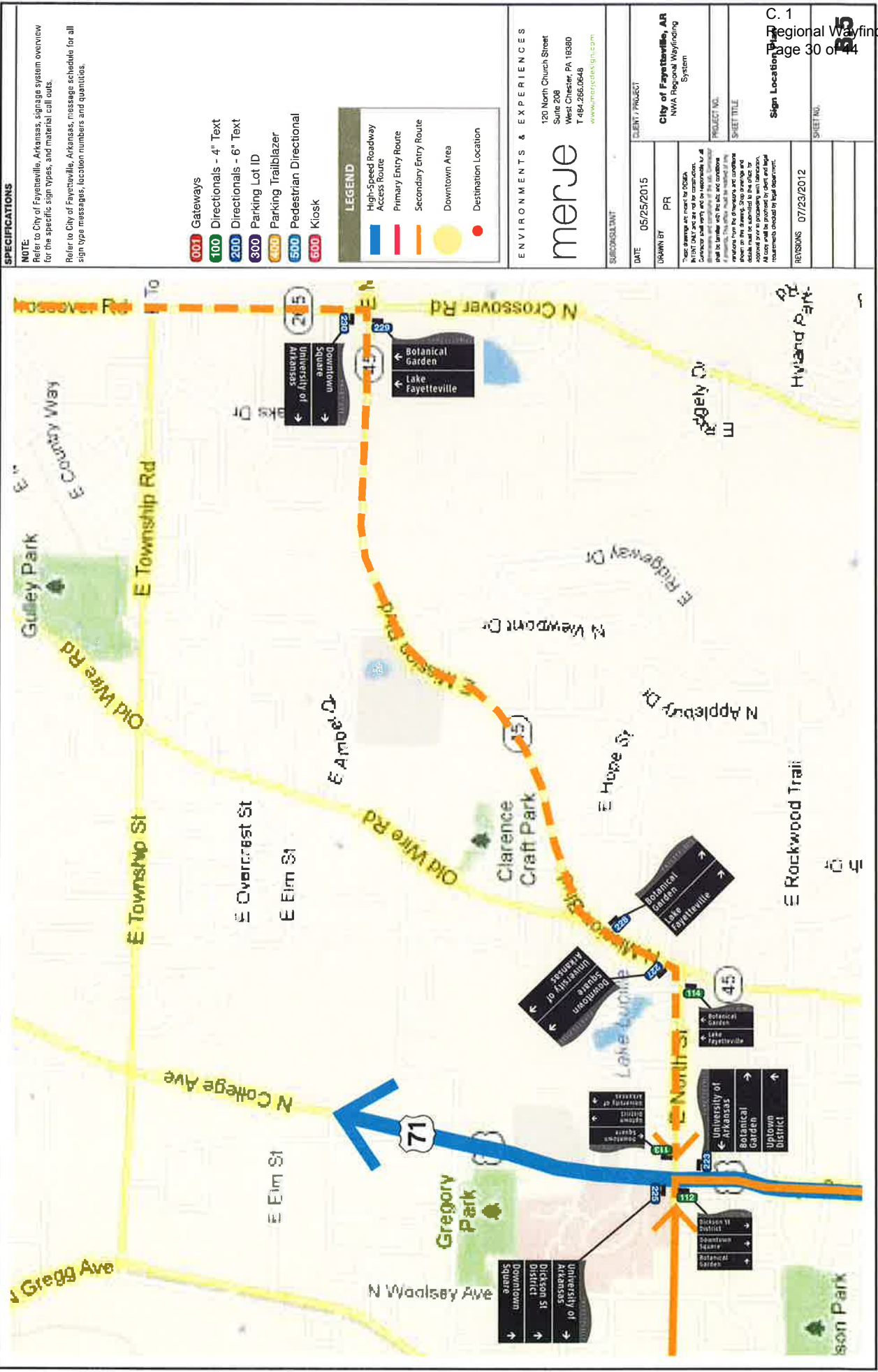
ENVIRONMENTS & EXPERIENCES

120 North Church Street
Suite 208
West Chester, PA 19380
T 484-266-0648
www.merjedesign.com

merje

SUBCONSULTANT

DATE	05/25/2015	CLIENT / PROJECT	City of Fayetteville, AR NWA Regional Wayfinding System
DRAWN BY	PR	PROJECT NO.	
These drawings are meant for DESIGN PURPOSES ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and details shown on these drawings. The City of Fayetteville is not responsible for any errors or omissions. The City of Fayetteville is not responsible for any damages or injuries resulting from the use of these drawings. All work shall be performed by a licensed professional engineer or architect. All work shall be subject to final inspection.		SHEET TITLE	
REVISIONS		07/23/2012	



SPECIFICATIONS

NOTE:

Refer to City of Fayetteville, Arkansas, signage system overview for the specific sign types, and material call outs.
Refer to City of Fayetteville, Arkansas, message schedule for all sign type messages, location numbers and quantities.

- 1001 Gateways
- 100 Directionals - 4" Text
- 200 Directionals - 6" Text
- 300 Parking Lot ID
- 400 Parking Trailblazer
- 500 Pedestrian Directional
- 600 Kiosk

LEGEND

- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location

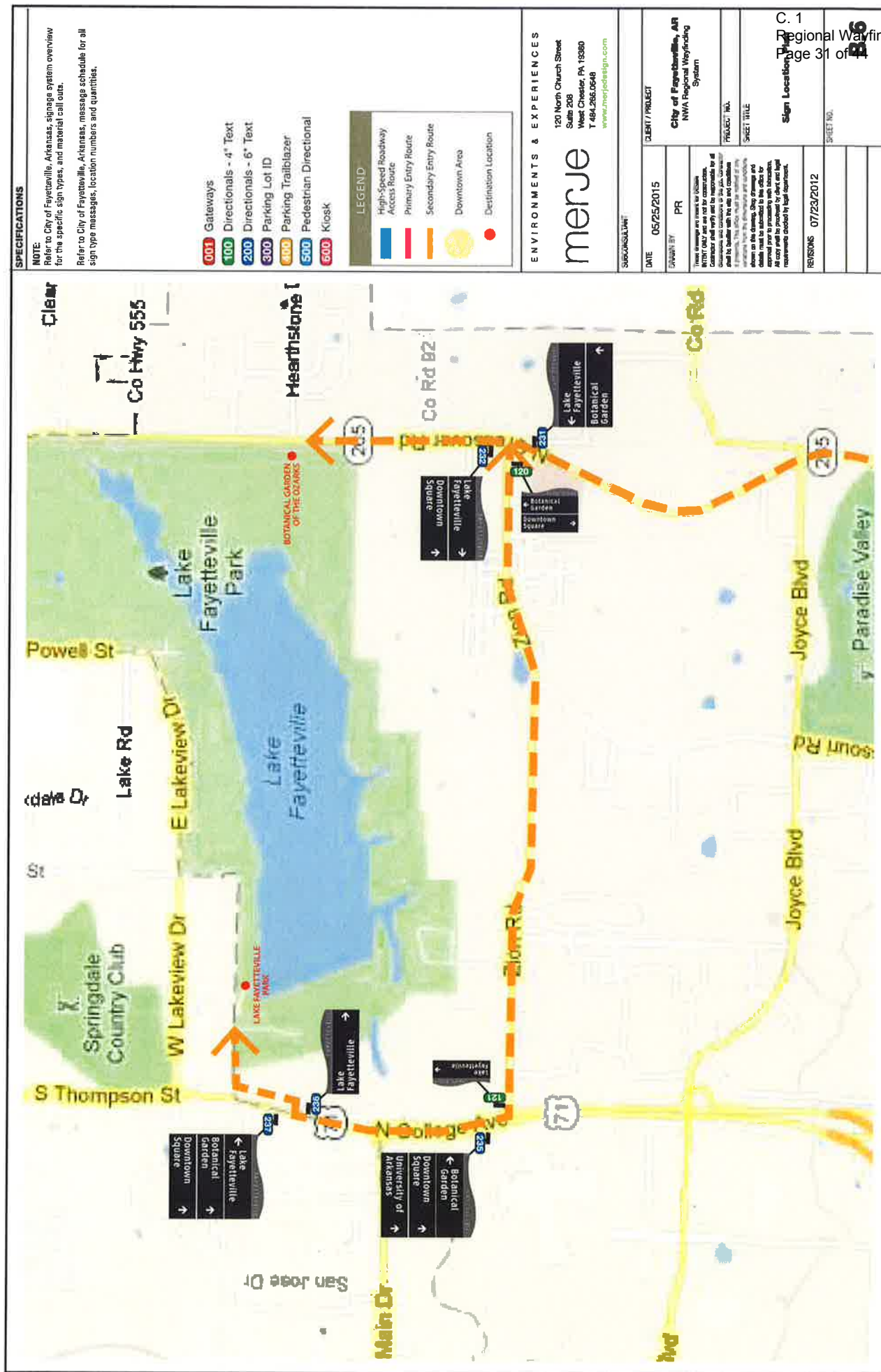
ENVIRONMENTS & EXPERIENCES

merje

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T 484.266.0648
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SUBCONSULTANT

DATE	05/25/2015
DRAWN BY	PR
"These drawings are meant to provide information only and are not for construction. Contractor shall verify and be responsible for all field conditions and any changes to the design. All drawings are subject to change without notice. This office shall be notified of any changes from the drawings, and conditions shall be approved by the office prior to construction. All work shall be approved by client and legal requirements outlined by local department."	
PROJECT NO.	City of Fayetteville, AR NWA Regional Wayfinding System
SHEET TITLE	
Sign Location	
REVISIONS	07/23/2012
SHEET NO.	



NWA Regional Wayfinding Program

**Management and Maintenance
Strategy**

DRAFT
For Discussion Purposes Only

NWA REGIONAL WAYFINDING PROGRAM

**MANAGEMENT AND MAINTENANCE
STRATEGY**

November 5, 2012

merJe

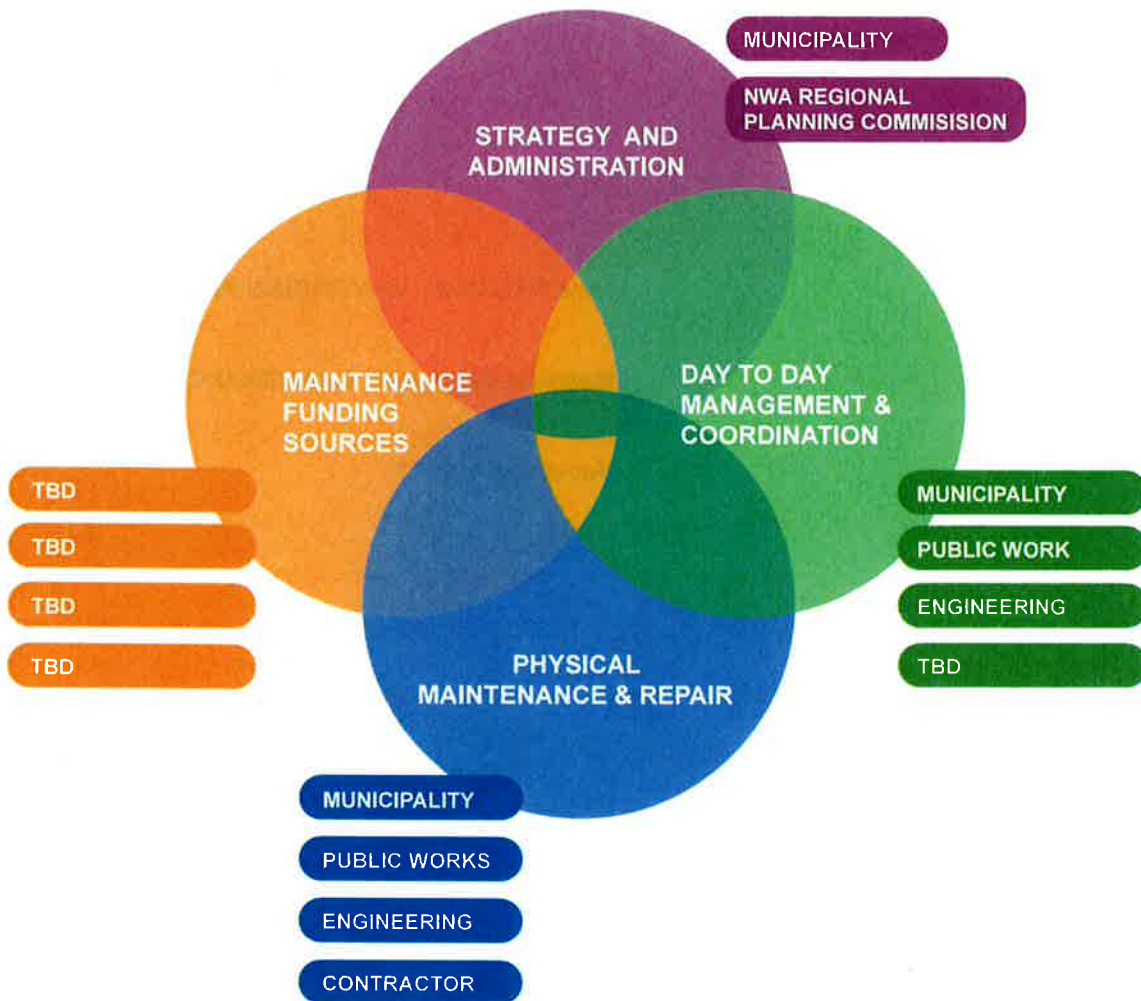
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ENVIRONMENTS & EXPERIENCES

NWA REGIONAL WAYFINDING PROGRAM OVERALL SYSTEM OVERSIGHT

DRAFT

For Discussion Purposes Only



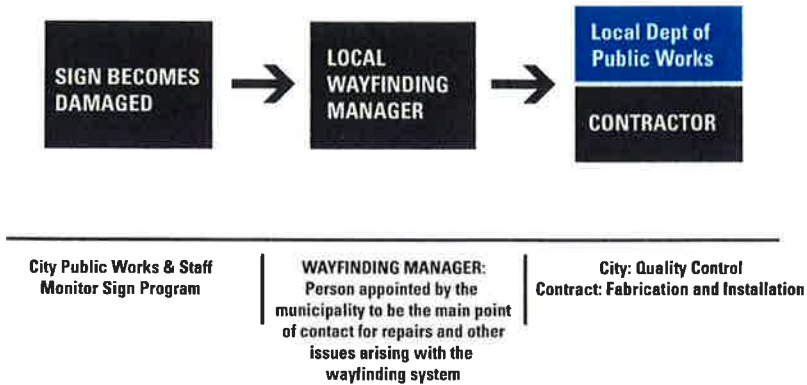
MANAGEMENT & MAINTENANCE

merJe

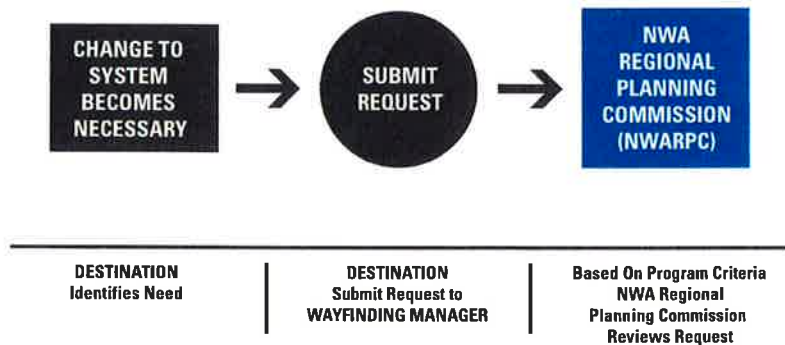
NWA Regional Wayfinding Program

NWA REGIONAL WAYFINDING PROGRAM MAINTENANCE FLOW CHART

DAY-TO-DAY MAINTENANCE PROCESS FOR REPAIR OR REPLACEMENT OF EXISTING SIGNS



LONG TERM MAINTENANCE PROCESS FOR ADDITION, SUBTRACTION or ALTERATIONS TO THE SYSTEM (annual)



MANAGEMENT & MAINTENANCE

MANAGEMENT AND MAINTENANCE

SHORT TERM GENERAL MAINTENANCE (0 – 4 years)

- **Planning and Design:** Minor corrections and adjustments to help the system operate efficiently. This may include additional signs, or adjustments based on new circulation patterns.
- **Physical Maintenance (Materials):** Cleaning once a year and typical wear and tear repairs - new panels, tightening of fasteners, replacement parts due to vandalism or auto damage.
- **Physical Maintenance (Locations):** Relocation of problem sign locations.

LONG TERM GENERAL MAINTENANCE (5 – 9 years)

- **Planning and Design:** Additions and Deletions of Destinations/Messages and overall routing review, based on physical changes to the City.
- **Physical Maintenance (Materials):** Materials begin to fade, warranties expire and a more concentrated effort is required to maintain the system and its components. New panels, replacement parts, and sign replacement may be required.
- **Physical Maintenance (Locations):** Relocation may be necessary based on new routing or circulation.

SYSTEM LIFE SPAN (10 – 15+ years)

- **Planning and Design:** Complete review of the system and its effectiveness based on new destinations that may have opened or attractions which have closed. In addition new circulation/routing and construction projects may effect the system. Design elements may be reviewed for consistency with City identity and marketing initiatives.
- **Physical Maintenance (Materials):** Materials begin to reach their life span, full sign replacement may be necessary for some signs if they have not been maintained in the past.
- **Physical Maintenance (Locations):** Relocation may be necessary based on new routing or circulation.

MAINTENANCE GUIDELINE MATRIX

	0-4 Years	5-9 years	10-15+ years
Design and Planning	Design: General Evaluation of positive and negative aspects of the system. Planning: City In-house maintenance based on new request and circulation/destination updates..	Design: General Evaluation of positive and negative aspects of the system. Planning: Contract with a consultant to analyze major changes to the City and necessary system adjustments. 1 or 2 updates possible during this time period.	If the system has not been analyzed since implementation, a major updating is likely to be needed. Outside consultants will be required to review and inventory the system, as well as make suggested changes based on new circulation, destinations, etc.
Vandalism	Annual cleaning/repair. Stickers and graffiti are most common. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements and full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements / full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.
Cleaning Schedule	Annual Cleaning	Annual Cleaning	Annual Cleaning
Management / Administration	Weekly coordination transitioning to quarterly coordination between City and fabricator during year 1 and 2. Day-to-day monitoring of the system,	Annual coordination between City and fabricator. Day-to-day monitoring of the system, based on Public Works observations, safety	Annual coordination between City and fabricator. Day-to-day monitoring of the system, based on Public Works observations, safety

	based on Public Works observations, safety issues and citizens reports.	issues and citizens reports.	issues and citizens reports.
Breakaway Product: Transpo	<i>Maintenance Free - Covered under Warranty for 3 years.</i>	<i>Maintenance Free - consider general review as part of yearly inspection process.</i>	<i>Maintenance Free - consider general review as part of yearly inspection process.</i>
Reflectivity Life Span: 3M High Intensity Diamond Grade	<i>Covered under warranty for 5-7 years</i>	<i>Covered under warranty for 5-7 years.</i> Reflectivity may be effective beyond the warranty period. Individual signs may require sheeting to be replaced during this time period	Reflectivity becomes less effective. if not previously replaced. 10 – 15 years is the maximum lifespan.
Custom Color Life Span: 3M High Intensity Diamond Grade	<i>Covered under warranty for 3 years.</i> Color generally maintained beyond warranty period, depends on direction sign panel is facing.	Fading may begin depending on the direction sign panel is facing. Individual signs may require sheeting to be replaced during this time period	Fading occurs, if not previously replaced. 10 – 15 years is the maximum lifespan.
General Materials: Aluminum Sign Panels & Posts	<i>Specifications require 5 year fabricator warranty for workmanship.</i> General wear-and-tear maintenance required.	General wear-and-tear maintenance.	General wear-and-tear maintenance.
Painted Surfaces	<i>Covered under manufacturers warranty.</i> General maintenance and touch-up will be required.	Warranty expires. Typically color holds up beyond warranty period. Fading may begin depending on the direction sign panel is facing. Individual signs may require individual parts to be replaced during this time period	Fading occurs – based on direction sign panel is facing – 10 – 15 years is the maximum lifespan to expect.
Sign Panels / Fasteners	<i>Specifications require 5 year fabricator warranty for workmanship.</i> General repairs and replacement due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously. Inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Brackets/ Fins / Details	<i>Specifications require 5 year fabricator warranty.</i> General repairs and replacement of parts due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously. Inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Concrete Footers	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.

NWA Regional Wayfinding Program

Cost Estimates

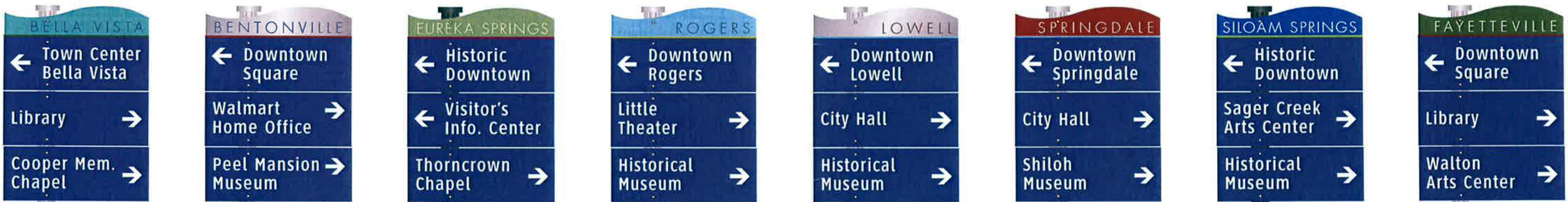
FAYETTEVILLE	QTY	UNIT PRICE	TOTAL	
FULL PROGRAM				
Vehicular Sign (6")	27	\$6,200	\$167,400	
Vehicular Sign (4")	22	\$4,800	\$105,600	
Kiosk	3	\$4,500	\$13,500	
Pedestrian Signs (estimate)	10	\$2,800	<u>\$28,000</u>	
TOTAL	62		\$314,500	
WALTON FOUNDATION				
Vehicular Sign (6")	8	\$6,200	\$49,600	
Vehicular Sign (4")	3	\$4,800	<u>\$14,400</u>	
WALTON FOUNDATION TOTAL	11		\$64,000	20%
MUNICIPALITY TOTAL	51		\$250,500	80%

NWA Regional Wayfinding Program

Design Development Drawings



Back View



Bella Vista

Bentonville

Eureka Springs

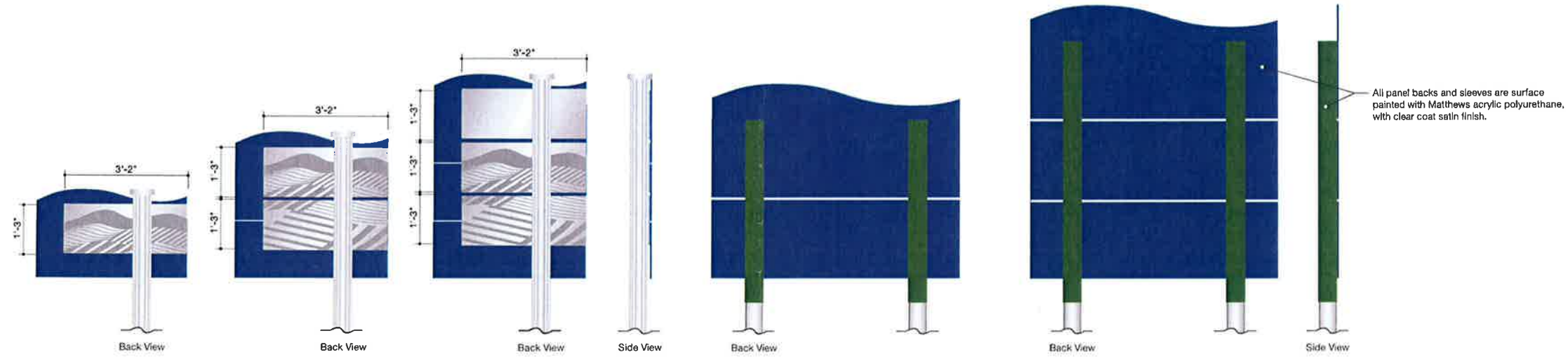
Rogers

Lowell

Springdale

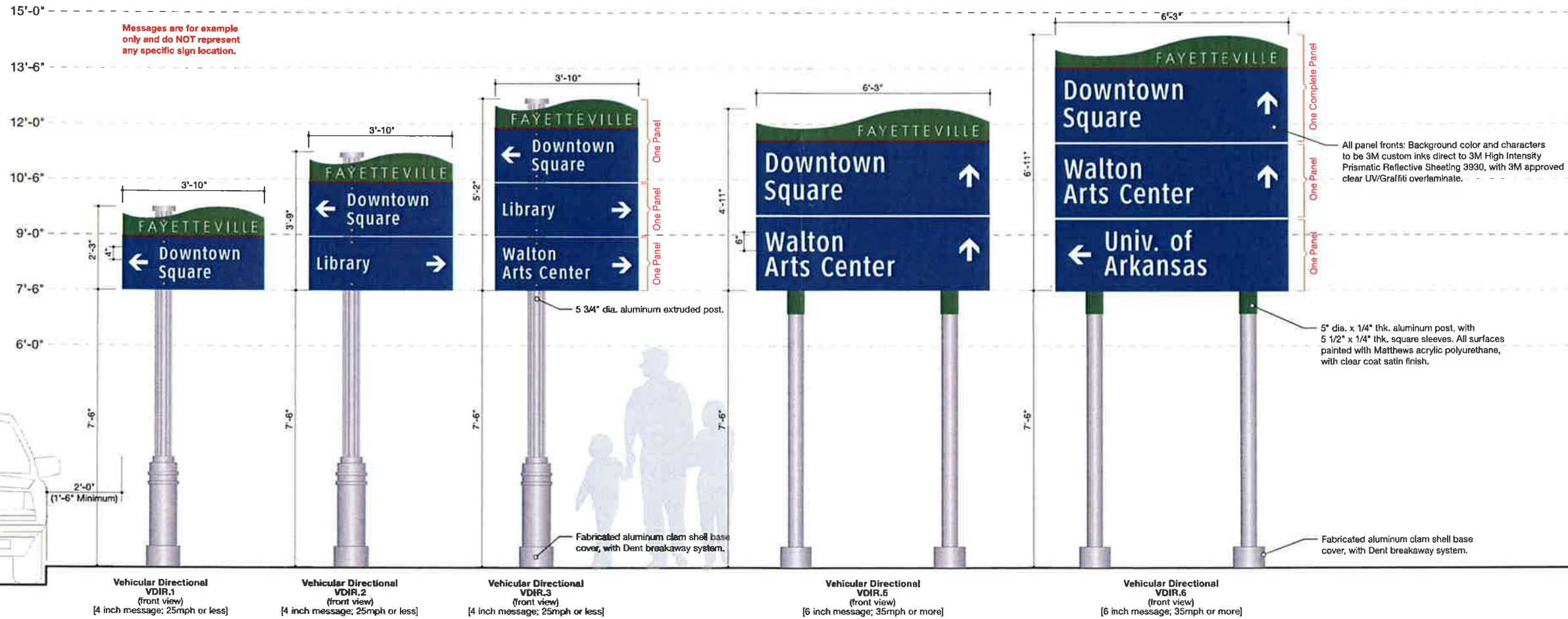
Siloam Springs

Fayetteville



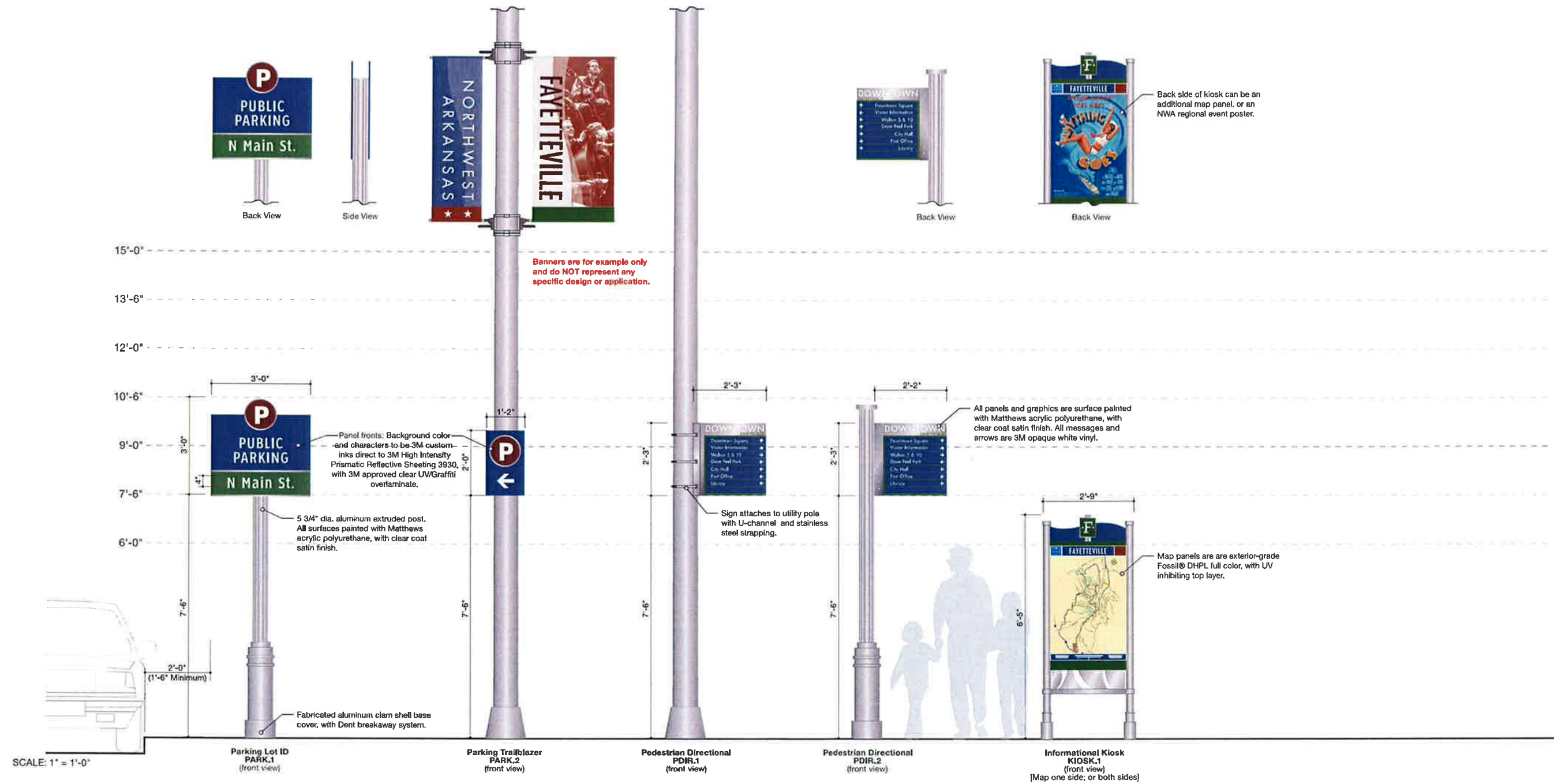
All panel backs and sleeves are surface painted with Matthews acrylic polyurethane, with clear coat satin finish.

Messages are for example only and do NOT represent any specific sign location.



SCALE: 1" = 1'-0"

merJE



NB-2

City of Fayetteville Staff Review Form

C. 2
Wayfinding Program Implementation
Page 1 of 14

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

Jeremy Pate
Submitted By

Development Services
Division

Development Services
Department

Action Required:

Approval of a Resolution for a Cooperative Agreement between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding a Wayfinding Program Implementation

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

11-15-2012
Date

Previous Ordinance or Resolution #

City Attorney

Nov 16, 2012
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

11-19-2012
Date

Received in City
Clerk's Office



11-1572
Des

Chief of Staff

11-19-12
Date

Received in
Mayor's Office



LB

Mayor

11/20/12
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Jeremy Pate, Development Services Director 

Date: November 15, 2012

Subject: Wayfinding Program Implementation – Cooperative Agreement with NWARPC

RECOMMENDATION

Staff recommends approval of a resolution approving a Cooperative Agreement between the City and Northwest Arkansas Regional Planning Commission (NWARPC) regarding Wayfinding Program Implementation. The purpose of this resolution is to establish the terms of the agreement with NWARPC to coordinate the efforts, including procurement, contracting, and financial management activities, to implement a multi-jurisdictional wayfinding program in Northwest Arkansas.

BACKGROUND

In 2011 a grant was awarded to the Northwest Arkansas Council from the Walton Family Foundation to pay for the design of a regional wayfinding program involving the cities of Fayetteville, Springdale, Lowell, Rogers, Siloam Springs, Eureka Springs and Bella Vista. The grant also funds the fabrication and installation of signs for a pilot project to one destination per city. The funding for the pilot project for each city (not to exceed a total of \$350,000) is contingent upon each city providing certain commitments. Each city, in order to receive the benefit of the comprehensive design and pilot project, must:

- 1) Complete the wayfinding program (for each respective city) by December 31, 2017, or earlier
- 2) Participate in the surveys by the Northwest Arkansas Council to help gauge success of the program
- 3) Agree to comply with the maintenance plan for the wayfinding system

City staff has been working, at the direction of the Mayor, to coordinate the City's efforts in this program through the NWA Council and all of the other participating cities for over a year. Wayfinding programs guide travelers to major public civic, cultural, visitor and recreational destinations, therefore this program is seen to be of economic benefit for our citizens and visitors, much as the success of other cities' wayfinding programs have proven. Over a series of iterations, a final design plan, standards for fabrication and installation, protocol for inclusion of new destinations in the future, and maintenance responsibilities have been developed, with each city's input. By mid-December, commitments from all cities must be received, in order to remain on schedule to issue a request for bids in January and have the pilot project fully installed by July 2013. The most efficient and effective manner to bid a project that involves seven different cities is to organize through one entity; the NWARPC has agreed to be that entity, due to the fact that they already coordinate many programs throughout the region involving the same cities and are subject to same terms of notification and contracting with which each city complies.

DISCUSSION

The subject agreement involves a comprehensive wayfinding system, including contract procurement, fabrication and installation, and short to long term maintenance of the installed wayfinding signs.

BUDGET IMPACT

Approximately \$125,000 is currently estimated to be the City's portion of the total cost. Other funding sources include the A&P Commission and the grant for the pilot project. Final costs will be determined at the time of the bid, and the decision of whether to implement the program fully in one installation or phase it over time will be made based upon those factors and available funds.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION REGARDING WAYFINDING PROGRAM IMPLEMENTATION AT A POTENTIAL COST OF APPROXIMATELY \$125,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the cooperative agreement between the City Of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding Wayfinding Program Implementation at a potential cost of approximately \$125,000.00 and authorizes Mayor Jordan to sign this agreement attached to this Resolution.

PASSED and APPROVED this 14th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Cooperative Agreement Between the City and the Northwest Arkansas Regional Planning Commission Regarding Wayfinding Program Implementation

I. Purpose

The purpose of this agreement is to establish the terms for the Northwest Arkansas Regional Planning Commission (NWARPC) to coordinate efforts, including procurement, contracting, and financial management activities, to implement a multi-jurisdictional wayfinding program in Northwest Arkansas.

II. Background

In 2011, the Northwest Arkansas Council, a nonprofit organization, applied for and received a grant from the Walton Family Foundation for the design of a regional wayfinding program inclusive of the cities of Fayetteville, Springdale, Lowell, Rogers, Eureka Springs, Siloam Springs and Bella Vista. The Walton Family Foundation further agreed to fund the fabrication and installation of a pilot program, a stem of signage directing to each city's downtown area, provided each city commit to the grantee (NWA Council), that they would complete the wayfinding program, as designed by MERJE Design, by December of 2017. All cities have made their commitment to the grantee, and the grantee has accepted those commitments.

The Northwest Arkansas Council subsequently entered into an agreement with the NWARPC, for the Commission to be the procurement, contracting, and financial management entity for the wayfinding program. The Northwest Arkansas Council will provide funds to the NWARPC, in an amount not to exceed \$349,800, for the fabrication and installation of signs for the "pilot" project. The actual amount shall be based on the amount quoted by the successful bidder, subject to the concurrence of the Regional Wayfinding Committee.

The remainder of the City's wayfinding program—the commitment beyond the pilot project—may be implemented concurrent with the pilot project, or staged over a period of time not to exceed 5 years. The NWARPC will act in a like capacity on each city's behalf, in regard to wayfinding program implementation commitments beyond the pilot project. Each city will provide the requisite amount of funds, as per the successful bidder's quote, for completion of the program in their jurisdiction. The schedule for implementation for the post-pilot portion of the wayfinding program, including staging if applicable, shall, along with the funding amount, be subject to acceptance of each city.

In the procurement and contracting process, the Northwest Arkansas Regional Planning Commission will request a price for the fabrication and installation of the pilot project, as well as a price for the installation of the remainder of the

City's program. Such will be done in a manner so as to accommodate each city's respective schedule of implementation.

III. The City Agrees:

- A. To participate in the pilot project, and to complete at its expense, its portion of the remainder of the wayfinding project, as designed by MERJE Design, by December of 2017.
- B. To provide funds to NWARPC in the requisite amount, as per the successful bidder's quote, for completion of the post-pilot project portion of the program within the City's jurisdiction. Provided, the schedule for implementation for such portion, including staging if applicable, shall, along with the funding amount, be subject to acceptance of the City.
- C. That the Mayor, or his designee, shall represent the City on all matters associated with this effort.
- D. That it may be subject to the reimbursement of costs incurred by NWARPC.
- E. That the NWARPC is serving only as a procurement, contracting, and financial management entity for the pilot, as well as the extended project.
- F. That they will not hold the NWARPC liable for damages resulting from disputes arising between the contractor and the City.
- G. That they will not hold the Northwest Arkansas Council liable for damages resulting from disputes arising between the contractor and the City.
- H. To adhere to the management and maintenance strategy described in the "NWA Regional Wayfinding Program Management and Maintenance Strategy" attached to this document as Exhibit A.

IV. The Northwest Arkansas Regional Planning Commission Agrees:

- A. To act as the procurement, contracting, and financial management entity on behalf of all cities involved in the wayfinding program.
- B. In the procurement process, to request pricing for the fabrication and installation of the pilot project, as well as for the installation of the remainder of the City's wayfinding program commitment—with such to be done in a manner so as to accommodate the City's schedule of implementation.
- C. To coordinate all activities associated with the pilot, as well as the extended wayfinding project with the Regional Wayfinding Steering Committee, and to obtain their concurrence on contractor selection.
- D. That the schedule for implementation for the post -pilot project portion of the program, including multi-year staging if applicable, shall, along with the funding amount, be subject to acceptance of the City.
- E. They are not responsible for individual disputes between the contractor and the city regarding the details of the project.

- F. To serve as the central point of contact and manager of the wayfinding system as described in the "NWA Regional Wayfinding Program Management and Maintenance Strategy" attached to this document as Exhibit A.

V. 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 FOIA Request is presented to the City, or to the NWARPC, each party will do everything possible to provide the documents in a timely manner as prescribed in the FOIA (A.C.A. 25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOA may be assessed for this compliance.

VI. Changes, Modifications, or Amendments:

Changes, modifications, or amendments to this agreement shall be subject to approval by the parties hereto in advance of the change.

In Witness Whereof, the City and the Northwest Arkansas Regional Planning Commission have executed this agreement by their respective authorized representatives, having been authorized to do so by appropriate resolution.

City

Northwest Arkansas Regional Planning Commission

Mayor

Jeff Hawkins
Director

Witnessed By:

City Clerk

W. J. P.

ATTACHMENT A

The City of Fayetteville agrees to manage and maintain their portion of the Northwest Arkansas Regional Wayfinding System according to the guidelines set forth in the Management and Maintenance Strategy.

The City of Fayetteville further agrees that the Northwest Arkansas Regional Planning Commission shall serve as the central point of contact and forum to address issues arising from the Management and Maintenance Strategy and to make alterations to the strategy should the need arise.

Authorized Representative

Title

Signature

Date

DRAFT
For Discussion Purposes Only

NWA REGIONAL WAYFINDING PROGRAM

**MANAGEMENT AND MAINTENANCE
STRATEGY**

November 5, 2012

merJe

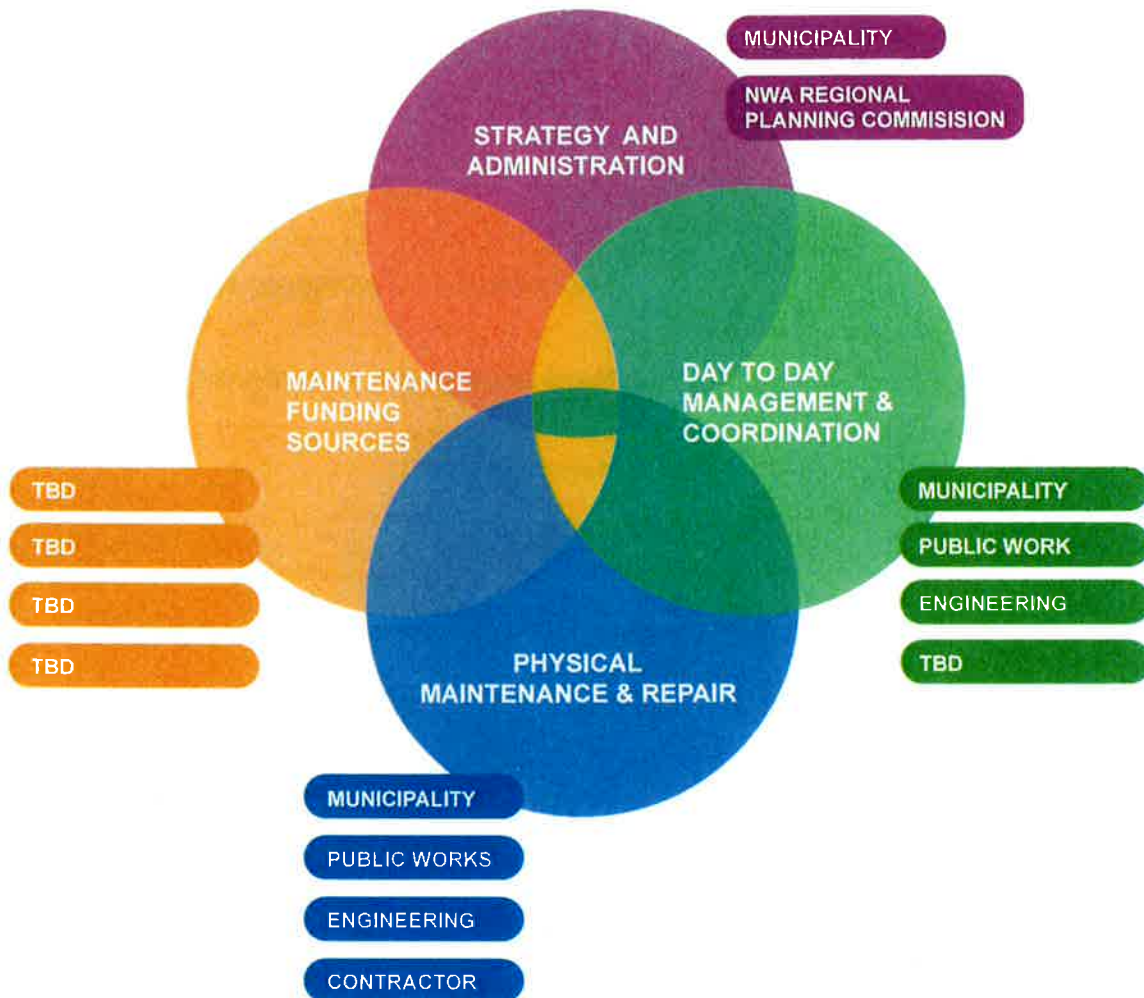
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ENVIRONMENTS & EXPERIENCES

NWA REGIONAL WAYFINDING PROGRAM OVERALL SYSTEM OVERSIGHT

DRAFT

For Discussion Purposes Only



MANAGEMENT & MAINTENANCE

merJe

NWA Regional Wayfinding Program

NWA REGIONAL WAYFINDING PROGRAM MAINTENANCE FLOW CHART

DAY-TO-DAY MAINTENANCE PROCESS FOR REPAIR OR REPLACEMENT OF EXISTING SIGNS



City Public Works & Staff
Monitor Sign Program

WAYFINDING MANAGER:
Person appointed by the
municipality to be the main point
of contact for repairs and other
issues arising with the
wayfinding system

City: Quality Control
Contract: Fabrication and Installation

LONG TERM MAINTENANCE PROCESS FOR ADDITION, SUBTRACTION or ALTERATIONS TO THE SYSTEM (annual)



DESTINATION
Identifies Need

DESTINATION
Submit Request to
WAYFINDING MANAGER

Based On Program Criteria
NWA Regional
Planning Commission
Reviews Request

MANAGEMENT & MAINTENANCE

MANAGEMENT AND MAINTENANCE

SHORT TERM GENERAL MAINTENANCE (0 – 4 years)

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LONG TERM GENERAL MAINTENANCE (5 – 9 years)

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MAINTENANCE GUIDELINE MATRIX

	0-4 Years	5-9 years	10-15+ years
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	based on Public Works observations, safety issues and citizens reports.	issues and citizens reports.	issues and citizens reports.
Breakaway Product: Transpo	<i>Maintenance Free - Covered under Warranty for 3 years.</i>	<i>Maintenance Free</i> - consider general review as part of yearly inspection process.	<i>Maintenance Free</i> - consider general review as part of yearly inspection process.
Reflectivity Life Span: 3M High Intensity Diamond Grade	<i>Covered under warranty for 5-7 years</i>	<i>Covered under warranty for 5-7 years.</i> Reflectivity may be effective beyond the warranty period. Individual signs may require sheeting to be replaced during this time period	Reflectivity becomes less effective. if not previously replaced. 10 – 15 years is the maximum lifespan.
Custom Color Life Span: 3M High Intensity Diamond Grade	<i>Covered under warranty for 3 years.</i> Color generally maintained beyond warranty period, depends on direction sign panel is facing.	Fading may begin depending on the direction sign panel is facing. Individual signs may require sheeting to be replaced during this time period	Fading occurs, if not previously replaced. 10 - 15 years is the maximum lifespan.
General Materials: Aluminum Sign Panels & Posts	<i>Specifications require 5 year fabricator warranty for workmanship.</i> General wear-and-tear maintenance required.	General wear-and-tear maintenance.	General wear-and-tear maintenance.
Painted Surfaces	<i>Covered under manufacturers warranty.</i> General maintenance and touch-up will be required.	Warranty expires. Typically color holds up beyond warranty period. Fading may begin depending on the direction sign panel is facing. Individual signs may require individual parts to be replaced during this time period	Fading occurs – based on direction sign panel is facing – 10 – 15 years is the maximum lifespan to expect.
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Brackets/ Fins / Details	<i>Specifications require 5 year fabricator warranty.</i> General repairs and replacement of parts due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously. Inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Concrete Footers	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.

City of Fayetteville Staff Review Form

C. 3

ADM 12-4259 (UDC Amendment Subdivision
Regulations in the Planning Area)
Page 1 of 10City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items OnlyJeremy Pate
Submitted ByPlanning
DivisionDevelopment Services
Department

Action Required:

ADM 12-4259 Administrative Item (UDC AMENDMENT: SUBDIVISION REGULATIONS IN THE PLANNING AREA)
Submitted by CITY PLANNING STAFF to modify the subdivision regulations in the Fayetteville Planning Area (UDC
Section 166.05 & 166.08(l)) to be consistent with Washington County requirements.

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

11-16-2012
Date

Previous Ordinance or Resolution #

City Attorney

11-19-12
Date

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director

11-19-2012
Date

Received in City Clerk's Office 11-19-12 10:41 RCVD

Chief of Staff

11-19-12
DateReceived in
Mayor's Office

Mayor

11/20/12
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Jeremy Pate, Development Services Director

Date: August 27, 2012

Subject: ADM 12-4259: UDC Amendment: Subdivision Regulations in the Planning Area

RECOMMENDATION

Staff and the Planning Commission recommend approval of an ordinance to modify the subdivision regulations in the Fayetteville Planning Area (UDC Section 166.05 & 166.08 (I)) to be consistent with Washington County requirements.

BACKGROUND

The Fayetteville Unified Development Code Section 166.08(I)(1) requires a minimum size for lots in the Planning Area of 10,000 square feet. However, a minimum lot size of one acre (43,560 square feet) was established by Washington County in 2006 when county-wide zoning was adopted. During the recent update of City Plan 2030 it was identified that the City's reference to lot size in the Planning Area should be modified to be consistent with Washington County.

The proposed code changes removes the City's out-dated reference to bulk and area requirements for lots in the Planning Area, and clarifies development standards in the Planning Area. It should be noted that developments in the Planning Area and within one mile of the City are more strictly regulated than developments beyond one mile. The phrase "Subdivision Regulations" has been added to 166.05 to clarify the overall regulations for subdivisions outside the City limits.

DISCUSSION

On November 13, 2012 the Planning Commission voted 5-0-0 in favor of a recommendation of approval for ADM 12-4259.

BUDGET IMPACT

None.

CHAPTER 166: DEVELOPMENT

166.05 Required Infrastructure Improvements and Subdivision Regulations – Development in Planning Area

(A) *Required Infrastructure Improvements and Subdivision Regulations Outside the City.*

(1) *Within One Mile of City Limits.* On and off-site improvements and Subdivision Regulations for development outside the City Limits and within one mile of the City are the same as for those developments within the City Limits as specified in UDC 166.04, with the exception of the park land dedication requirement, which is not required.

(2) *Beyond One Mile of City Limits.* On and off-site improvements and Subdivision Regulations for development outside one mile of the City limits shall meet Washington County standards.

(3) *All lots in the Planning Area shall have direct frontage to a public street, with the minimum frontage required by Washington County pursuant to Residential Lot and Block Standards.*

(B) *Developments outside city developed to all inside the city standards. If the City Council grants access to the City's sewer system pursuant to § 51.113 (C) and the owner/developer agrees to petition for annexation as soon as legally possible and develop the subdivision in accordance with all city development requirements including payment of all impact fees, the bulk and area requirements for this subdivision shall conform to those within the RSF-4 Zoning District rather than those within the planning area.*

(Code 1965, App. A., Art. 8(11), App. C., Art. IV; Ord. No. 1747, 6-29-70; 1750, 7-6-70; Ord. No. 1999, 5-7-74; Code 1991, §§ 159.54, 160.120; Ord. No. 3925, § 6, 10-3-95; Ord. No. 4100, § 2 (Ex. A), 6-16-98; Ord. 4753, 9-6-05; Ord. 5215, 1-20-09; Ord. 5270, 9-1-09; Ord. 5296, 12-15-09)

166.08 Street Design And Access Management Standards

(1) *Residential lots. The use and design of lots shall conform to the provisions of zoning where City zoning is in effect. When no City zoning applies, the following standards shall govern unless in conflict with more stringent city, county or state regulations:*

(1) *Bulk and area regulations:*

	Planning Area
Lot area minimum	10,000 sq. ft.
Lot width minimum	75 ft.
Side setback	10 ft.
Front Setback	25 ft.
Rear setback	20 ft.
Frontage on improved street	75 ft.

(2) *Size. The size and shape of the lots shall not be required to conform to any stipulated pattern, but insofar as practicable, side lot lines should be at right angles to straight street lines or radial to curved street lines. When a tract of land is subdivided into larger than normal lots, such lots shall be so arranged as to permit the logical location and opening of future streets and appropriate resubdivision of the lots, with provisions for adequate utility connections for such resubdivision.*

(3) *Developments outside city developed to all inside the city standards. If the City Council grants access to the City's sewer system pursuant to § 51.113 (C) and the owner/developer agrees to petition for annexation as soon as legally possible and develop the subdivision in accordance with all city development requirements including payment of all impact fees, the bulk and area requirements for this subdivision shall conform to those within the RSF-4 Zoning District rather than those within the planning area.*

(Code 1965, App. C., Art. IV, §§C, D, F--H; Ord. No. 1750, 7-6-70; Ord. No. 1801, 6-21-71; Ord. No. 2196, 2-17-76; Ord. No. 2353, 7-5-77; Code 1991, §§159.45, 159.58, 159.51--159.53; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4757, 9-6-05; Ord. 4919, 9-05-06; Ord. 5156, 8-5-08; Ord. 5296, 12-15-09)

Cross reference(s)--Bonds and Guarantees, Ch. 158; Variances, Ch. 156; Notification and Public Hearings, Ch. 157.



Departmental Correspondence

www.accessfayetteville.org

LEGAL
DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Andrew Garner, Senior Planner – Current Planning

FROM: Kit Williams, City Attorney

DATE: November 19, 2012

RE: Proposed changes to §166.05 (A) *Required Infrastructure Improvements and Subdivision Regulations outside the City*

Planning Staff has recommended two principal changes to the City's regulations for developments, lot frontage requirements, etc. outside the city limits. The first would be to remove the City's bulk and area regulations for building lots in deference to Washington County regulations. The second is to require that all lots outside the City but within the Planning Area have "direct frontage to a public street, with the minimum frontage required by Washington County"

There has been use of some small and usually short private roads or driveways in the county to service more than one lot and one house. This regulation would prohibit such lots and require all lots to have frontage on a "public street." Washington County might already have instituted such a new requirement, but this is apparently a change for Unified Development Code. **Adopting this new language will have the City of Fayetteville prohibiting the creation of new building lots and new home construction serviced by private roads or shared driveways beyond the city limits, but within our planning area.**

Because the Planning Staff wanted to repeal our bulk and area regulations (which were more generous and conflicting with Washington County regulations), it needed to repeal §166.08 (I) which is done in Section 2 of the Ordinance.

Subsection (#) of §166.08 (I) dealt only with those very rare outside the city developments that the City Council agreed to allow to use our city sewer system. Planning staff recommends that it be moved unchanged from §166.08 (I) to §166.05 (B).

I recommend one change to give the City Council more power and discretion in those rare agreements to allow access to our sewer system. The section now requires the parcels conform with RSF-4 zoning standards. I suggest adding “**or as otherwise designated by the City Council,**” so that you could allow more innovative use of such land (clustering of homes, changed setbacks, more common greenspace, etc.) than traditional RSF-4 zoning.

I have placed that authorizing language within the proposed ordinance. If you wish to only allow RSF-4 zoning requirements, it should be removed through amendment.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §166.05 REQUIRED INFRASTRUCTURE IMPROVEMENTS – DEVELOPMENT IN THE PLANNING AREA AND TO REPEAL §166.08 (I) OF THE UNIFIED DEVELOPMENT CODE OF FAYETTEVILLE

WHEREAS, the City of Fayetteville has the statutory power to administer and enforce planning and zoning ordinances within two miles of our city limits pursuant to A.C.A. §14-56-414; and

WHEREAS, the City Planning Department recommends that all lots in the Planning Area be required to have direct frontage on a public street with the minimum street frontage required by Washington County; and

WHEREAS, the City of Fayetteville desires to make its planning regulations related to bulk and area requirements, for parcels that allow construction match the Washington County Quorum Court's zoning regulations.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §166.05 of the Unified Development Code in its entirety and enacts a replacement §166.05 as shown below:

166.05 Required Infrastructure Improvements and Subdivision Regulations - Development In Planning Area.

(A) *Required Infrastructure Improvements and Subdivision Regulations Outside the City.*

- (1) *Within One Mile of City Limits.* On and off-site improvements and subdivision

regulations for development outside the City limits and within one mile of the City are the same as for those developments within the City limits, with the exception of park land dedication requirement which is not required.

- (2) *Beyond One Mile of City Limits.* On and off-site improvements and subdivision regulations for development outside one mile of the City limits shall meet Washington County standards.
- (3) All lots in the Planning Area shall have direct frontage to a public street, with the minimum frontage required by Washington County pursuant to residential Lot and Block Standards.
- (B) *Developments Outside City Developed to all Inside the City Standards.* If the City Council grants access to the City's sewer system pursuant to §51.115 (C) and the owner/developer agrees to petition for annexation as soon as legally possible and develop the subdivision in accordance with all city development requirements including payment of all impact fees, the bulk and area requirements for this subdivision shall conform to those within the RSF-4 Zoning District or as otherwise designated by the City Council rather than those within the planning area.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals §166.08 (I) **Residential Lots** of the Unified Development Code.

PASSED and **APPROVED** this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

EXHIBIT "A"

CHAPTER 166: DEVELOPMENT

166.05 Required Infrastructure Improvements and Subdivision Regulations – Development in Planning Area

(A) *Required Infrastructure Improvements and Subdivision Regulations Outside the City.*

- (1) *Within One Mile of City Limits.* On and off-site improvements and subdivision regulations for development outside the City limits and within one mile of the City are the same as for those developments within the City limits as specified in UDC 166, with the exception of the park land dedication requirement, which is not required.
- (2) *Beyond One Mile of City Limits.* On and off-site improvements and subdivision regulations for development outside one mile of the City limits shall meet Washington County standards.
- (3) All lots in the Planning Area shall have direct frontage to a public street, with the minimum frontage required by Washington County pursuant to Residential Lot and Block Standards.

(B) *Developments Outside City Developed to all Inside the City standards.* If the City Council grants access to the City's sewer system pursuant to § 51.113 (C) and the owner/developer agrees to petition for annexation as soon as legally possible and develop the subdivision in accordance with all city development requirements including payment of all impact fees, the bulk and area requirements for this subdivision shall conform to those within the RSF-4 Zoning District rather than those within the planning area.

(Code 1965, App. A., Art. 8(11), App. C., Art. IV; Ord. No. 1747, 6-29-70; 1750, 7-6-70; Ord. No. 1999, 5-7-74; Code 1991, §§ 159.54, 160.120; Ord. No. 3925, § 6, 10-3-95; Ord. No. 4100, § 2 (Ex. A), 6-16-98; Ord. 4753, 9-6-05; Ord. 5215, 1-20-09; Ord. 5270, 9-1-09; Ord. 5296, 12-15-09)



PC Meeting of November 13, 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: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~November 7, 2012~~ Updated November 15, 2012

ADM 12-4259 Administrative Item (UDC AMENDMENT: SUBDIVISION REGULATIONS IN THE PLANNING AREA) Submitted by CITY PLANNING STAFF to modify the subdivision regulations in the Fayetteville Planning Area (UDC Section 166.05 & 166.08 (I)) to be consistent with Washington County requirements.

Planner: Andrew Garner

BACKGROUND

The Fayetteville Unified Development Code Section 166.08(I)(1) requires a minimum size for lots in the Planning Area of 10,000 square feet. However, a minimum lot size of one acre (43,560 square feet) was established by Washington County in 2006 when county-wide zoning was adopted. During the recent update of City Plan 2030 it was identified that the City's reference to lot size in the Planning Area should be modified to be consistent with Washington County.

PROPOSAL

The proposed code changes removes the City's out-dated reference to bulk and area requirements for lots in the Planning Area, and clarifies development standards in the Planning Area. It should be noted that developments in the Planning Area and within one mile of the City are more strictly regulated than developments beyond one mile. The proposed code changes are shown in ~~strikeout~~ and highlight/underline in the attached document. The phrase "Subdivision Regulations" has been added to clarify the overall regulations for subdivisions outside the City limits.

RECOMMENDATION

Staff recommends that the Planning Commission forward **ADM 12-4259** to the City Council with a recommendation for approval.

Planning Commission Action: ☒ Forwarded ☐ Denied ☐ Tabled
Motion: Cabe
Second: Cook
Vote: 5-0-0
Meeting Date: November 13, 2012

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

Megan Dale



Submitted By

Urban Forestry

Division

Parks and Recreation

Department

Action Required:

Approval of the modification of a total of 0.71 acres of the tree preservation area at the Reserve at Steele Crossing and Waterside Development to facilitate the construction of Clear Creek Trail and requiring mitigation of a minimum of 30 - 2" caliper large tree species mitigation trees to be planted along the Razorback Regional Greenway corridor or within Lake Fayetteville Park and maintained to insure survival for three years

N/A

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

11-16-12
Date

Previous Ordinance or Resolution #


City Attorney

11-16-12
Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

11-19-2012
Date

Received in City
Clerk's Office

11-15-12 11:19 RCVD




Chief of Staff

11-19-12
Date

Received in
Mayor's Office

ENTERED

11/16/12 Bep

Mayor

11/20/12
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Connie Edmonston, Parks and Recreation Director *CE*
Alison Jumper, Park Planning Superintendent *AJ*

From: Megan Dale, Urban Forester *(MD)*

Date: November 15, 2012

Subject: Tree Preservation Area Modification for Clear Creek Trail

BACKGROUND:

A 2.5 mile long section of the new 36-mile Razorback Regional Greenway is underway to connect Scull Creek Trail to Lake Fayetteville along Clear Creek. In order to make this important connection, the trail must cross several properties including two properties with established tree preservation areas. According to chapter 167.05 (B) of the Unified Development Code "No filling, excavating or other land disturbance shall take place in tree preservation areas." Therefore in order to construct the trail, portions of the tree preservation areas need to be modified to accommodate the trail construction. The Trails Coordinator will oversee the trail construction and coordinate with the Urban Forester to insure sensitivity to existing canopy. Additionally, the Trails Coordinator has aligned the trail to minimize tree removal while protecting the remaining trees within these areas.

In 2003, a 6.98 acre tree preservation area was established as part of the development approval of the Reserve at Steele Crossing Apartments. In order to construct the Clear Creek Trail a 0.89 acre multi-use trail easement has been created on the north edge of the Reserve at Steele Crossing property. This multi-use trail easement overlaps 0.56 acres of the original tree preservation area and is proposed to be removed from the overall tree preservation (See attached exhibit). This area is currently sparsely vegetated with no trees greater than 3" caliper. The UDC defines a tree as 3" caliper or greater. The trail has been aligned to avoid all large trees. Since there will not be an impact on canopy through this area, no mitigation is recommended for this section. If there are changes during construction and impact to the tree canopy is necessary, appropriate mitigation will be required as recommended by the Urban Forester.

In 2007, a 0.79 acre tree preservation area was established as part of the development approval of the Timberlake Office Park along the north and east sides of Lot #9 and is currently owned by Waterside Business Center. In 2011, a 0.15 acre multi-use trail easement was approved on top of a part of the original tree preservation area. This 0.15 acre area is proposed to be removed from the remaining tree preservation area to facilitate the trail construction (See attached exhibit). The 0.15 acre area has several large trees on the slope that will be removed for the trail construction; therefore, mitigation is recommended at the high priority rate of

218 mitigation trees per square foot resulting in 30 – 2” caliper trees. It is recommended that these mitigation trees be planted along the Razorback Regional Greenway or within Lake Fayetteville Park and be coordinated with Park Staff. The trees shall be maintained to insure survival for three years.

DISCUSSION:

The Unified Development Code allows for modification of tree preservation areas in chapter 167.04 (L) (2) with the express approval of the City Council. The ordinance also says the modification should be in the best interest of the City of Fayetteville. The Razorback Regional Greenway has strong regional support, is currently funded and under construction. This section of Clear Creek Trail as part of the Razorback Regional Greenway will provide a vital connection between Scull Creek Trail and Lake Fayetteville Park. In addition, the required mitigation of trees will further enhance the trail experience by providing shade and additional habitat in areas that are not currently wooded.

RECOMMENDATION:

Staff recommends approval of the modification of a total of 0.71 acres of the tree preservation area at the Reserve at Steele Crossing and Waterside Development to facilitate the construction of Clear Creek Trail and requiring mitigation of a minimum of 30 - 2” caliper large tree species mitigation trees to be planted along the Razorback Regional Greenway corridor or within Lake Fayetteville Park and maintained to insure survival for three years.

BUDGET IMPACT:

The Clear Creek Trail is fully funded through the Northwest Arkansas Planning Commission as part of the Razorback Regional Greenway. The cost for mitigation trees and three year maintenance has been included in the overall trail construction cost for the project.

Attachments:

Tree Preservation Area – Reserve at Steele Crossing

Tree Preservation Area – Waterside

RESOLUTION NO. _____

A RESOLUTION APPROVING A REQUEST BY THE CITY OF FAYETTEVILLE TO MODIFY THE GEOGRAPHIC EXTENT AND LOCATION OF CERTAIN TREE PRESERVATION AREAS PURSUANT TO § 167.04(L)(2), TREE PRESERVATION AND PROTECTION, UNIFIED DEVELOPMENT CODE OF THE CODE OF FAYETTEVILLE, TO CONSTRUCT A SECTION OF CLEAR CREEK TRAIL

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 request of the City of Fayetteville to modify the location of the Tree Preservation Areas at the Reserve at Steele Crossing and Waterside Development, pursuant to § 167.04(L)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct a section of Clear Creek Trail, subject to the following conditions:

- A. The City shall provide mitigation of a minimum of thirty (30) two-inch (2") caliper large tree species planted along the Razorback Regional Greenway corridor or within Lake Fayetteville Park and maintained to assure survival for three (3) years.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

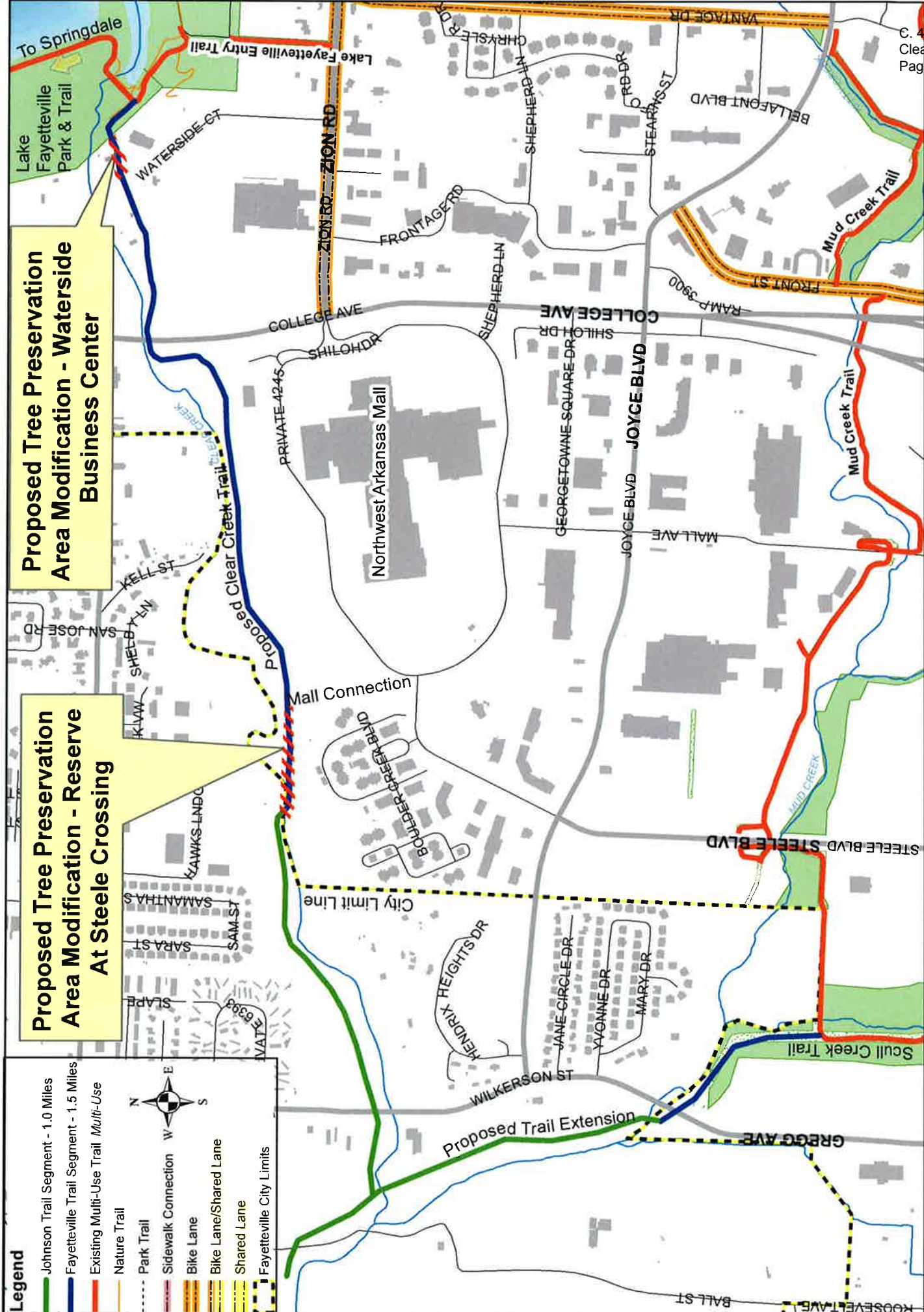
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Legend

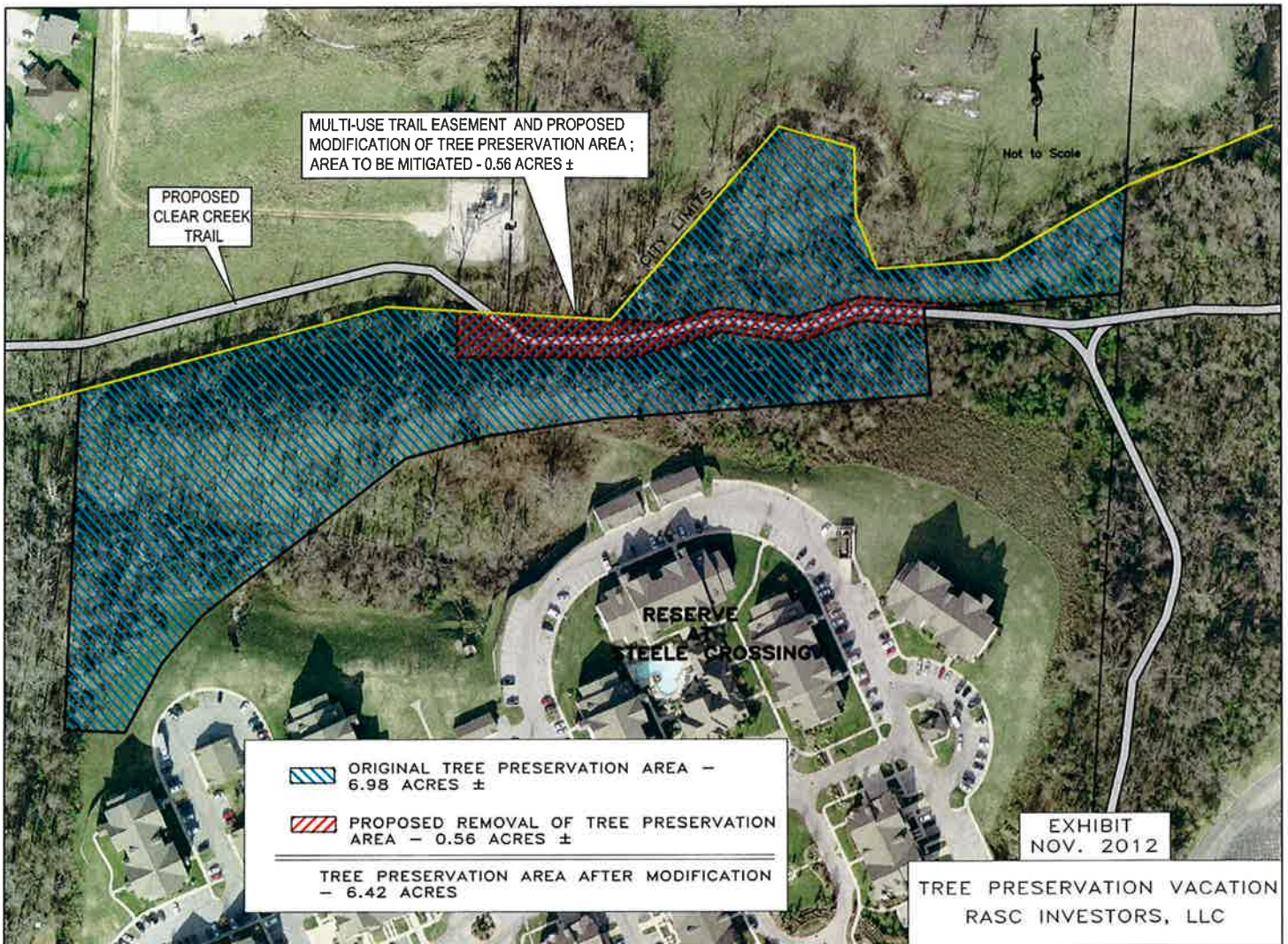
- Johnson Trail Segment - 1.0 Miles
- Fayetteville Trail Segment - 1.5 Miles
- Existing Multi-Use Trail Multi-Use
- Nature Trail
- Park Trail
- Sidewalk Connection
- Bike Lane
- Bike Lane/Shared Lane
- Shared Lane
- Fayetteville City Limits

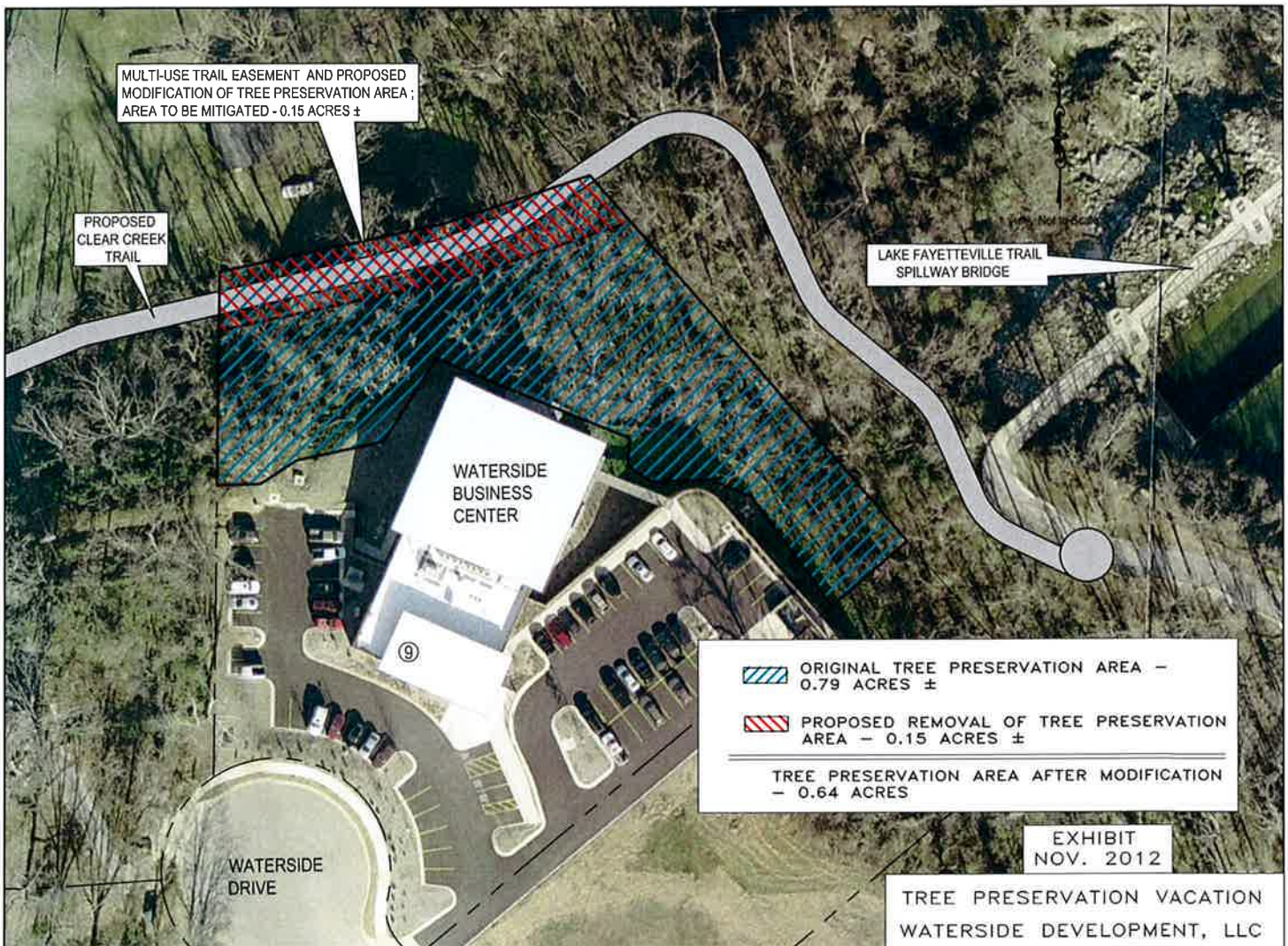


**Proposed Tree Preservation
Area Modification - Waterside
Business Center**

**Proposed Tree Preservation
Area Modification - Reserve
At Steele Crossing**

**Razorback Regional Greenway Trail
Scull Creek Trail to Lake Fayetteville**





Waterside Business Center
4476 N Waterside Ct
Fayetteville, AR 72703

4/14/11

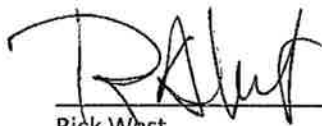
To the attention of the Fayetteville City Council:

This letter serves to express that the owners of Waterside Business Center (Timberlake Lot #9) support the proposed modification of the tree preservation area as outlined by the City of Fayetteville Trails Coordinator for the construction of the Clear Creek Trail.

Thank You,

A handwritten signature in black ink, appearing to be 'H Ho', written over a horizontal line.

Henry Ho
Owner/Partner
Waterside Business Center

A handwritten signature in black ink, appearing to be 'Rick West', written over a horizontal line.

Rick West
Owner/Partner
Waterside Business Center

City of Fayetteville Staff Review Form

C. 5
Grant Thornton Annual Audit Services
Page 1 of 2

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/12

City Council Meeting Date
Agenda Items Only

Marsha Hertweck

Submitted By

Accounting and Audit

Division

Finance and Internal Services

Department

Action Required:

Approve a five year contract with Grant Thornton for annual audit services.

\$ 82,500.00

Cost of this request

\$ 82,500.00

Category / Project Budget

Program Category / Project Name

various funds

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

\$ 82,500.00

Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

11-15-12 P03:05 RCY

Chief of Staff

Date

Received in
Mayor's Office

ENTERED
11/19/12
P.H.

Mayor

Date

Comments:

To: Mayor Lioneld Jordan and the Fayetteville City Council

Thru: Paul Becker, Finance Director

From: Marsha Hertweck, Accounting Director 

Date: November 16, 2012

Subject: Annual Audit

Recommendation

Approval of a five year contract with Grant Thornton for annual audit services beginning with the 2012 audit.

Discussion

The City is required, under Arkansas statutes and applicable bond issues, to have an annual financial audit conducted by either Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Because of the requirements of bond indentures, the City has for the past thirty plus years utilized the services of a private CPA firm to perform these mandated financial audits.

Grant Thornton was selected by the City following the applicable rules and regulations concerning the procurement of auditing services for a five year contract beginning with the 2012 audit. Under this contract Grant Thornton will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition to the financial audit, Grant Thornton will issue a report on internal control and compliance requirements for major federal award programs as required by the Single Audit Act. The single audit is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, Grant Thornton will also provide technical assistance to the City in producing the Comprehensive Annual Financial Report (CAFR). The CAFR includes the City's financial statements as well as statistical information required by the City's bond covenants.

Budget Impact

The cost of the 2012 audit is \$82,500. The audit will be budgeted in General Fund and allocated to the various funds of the City.

City of Fayetteville Staff Review Form

C. 6
City of West Fork Wastewater Service
Page 1 of 4

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

~~11/20/2012~~ 12/4/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities Capital Projects
Division

Utilities
Department

Action Required:

Approval of Resolution of Intent to provide wholesale wastewater service to the City of West Fork.

\$ -	\$ -	Water & Sewer
Cost of this request	Category / Project Budget	Program Category / Project Name
\$ -	\$ -	Sanitary System Rehab
Account Number	Funds Used to Date	Program / Project Category Name
\$ -	\$ -	Water & Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office



Chief of Staff

Date

Received in
Mayor's Office



Mayor

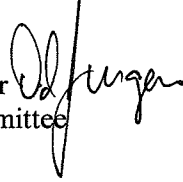
Date

Comments:

To: Fayetteville City Council

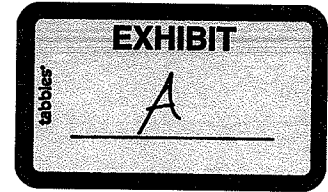
Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer/Solid Waste Committee



Date: October 30, 2012

Subject: Resolution of Intent to Provide Wholesale Wastewater Service to the City of West Fork



RECOMMENDATION

City Administration recommends approval of a Resolution of Intent to provide wholesale wastewater service to the City of West Fork.

BACKGROUND

The City of West Fork has operated its own wastewater treatment system, including both collection system and wastewater treatment plant (WWTP) for over 40 years. The WWTP has consistently violated its National Pollutant Discharge Elimination System (NPDES) permit for years, and floods under large storm events. These occurrences cause poorly or untreated wastewater to enter the White River upstream of the City of Fayetteville. Due to these recurring problems, the Arkansas Department of Environmental Quality has stated West Fork must either build a completely new and relocated WWTP or connect to the City of Fayetteville wastewater system. Over the last six years, West Fork's average monthly flow is 120,200 gallons per day, with the highest month averaging 390,000 gallons per day (April 2011).

DISCUSSION

The proposed arrangement would be very similar to the service Fayetteville currently provides Elkins, wherein West Fork would continue to operate and maintain their own collection system, and there would be a specific point of connection where Fayetteville would both accept the flow and own the piping and/or pump station. Flow would be into the Noland WWTP, which has 11.21 million gallons per day (mgd) permitted capacity, 12.6 mgd hydraulic capacity, and currently treats an average of 6.0 mgd. West Fork's 0.120 mgd is less than 2% of Noland's average daily flow. Specific impacts to the City of Fayetteville are listed below by category.

- Environmental Impacts:

- West Fork's NPDES standards are currently not as strict as Fayetteville's (as a small permit, they are not held to as high of a standard), so there would be a net reduction in pollutants reaching the White River (and thence to Beaver Lake) if West Fork's wastewater was treated by Fayetteville.
- It is likely that several homes and subdivisions that are currently served by septic systems or decentralized sewer systems (including the Homestead Addition, where the decentralized sewer system is currently failing) would connect to the sewer collection system West Fork would install in order to pump to us. This could remove a number of septic systems in the White River bottoms north of West Fork, further reducing pollutants in the White River and Beaver Lake.

- Financial Impacts and Considerations:

- West Fork is financially responsible for the full cost of connecting the Fayetteville sewer collection system
- Accepting West Fork's flow creates a steady revenue stream from a reliable source
- Negligible billings increase because we already bill West Fork for drinking water through a wholesale master meter

- There would be minimal increase in operational expenses, depending upon the system design
 - Pumping electrical expenses
 - Odor/corrosion control expenses
 - Minimal WWTP increases
 - Slight biosolids increase
- Based on rate setting guidelines and how we bill Elkins, we would build in a small rate of return for our capital investments, so West Fork's rates would fully cover all expenses that result from our providing service to them plus the small rate of return on investment (in the Elkins contract, this is set at a maximum of 2% above the average bond coupon outstanding debt at the time rates are determined or a rate study is performed).

- Operational Impacts to the City of Fayetteville:

- Accepting West Fork's flow creates a steady source of flow from a reliable source
- Flow is consistent, with good, predictable organic materials that are an excellent food source for our bacteria
- The Noland WWTF has too little flow to sustain our bacteria population during dry periods, on many weekends, and during manufacturing facility down periods, so we currently pump flow from the west side collection system to the Noland plant. Adding West Fork would increase our daily base flow, containing good organic matter, and would benefit Noland's operations.

- Permit and Capacity Impacts to the City of Fayetteville:

- Our Noland WWTF It is currently permitted for 11.21 mgd. We have requested ADEQ approve a 0.2 mgd increase to our permit if we accept the West Fork flow. This way, we do not relinquish any of our WWTF capacity. In 2011, we averaged 6.1 mgd of flow. From 2009 – 2011, we have averaged 6.0 mgd at Noland.
- The West Fork permit is for 0.1 mgd; their plant has averaged 0.12 mgd over the last three years.

- Contractual Issues and Considerations:

- The contract would be most similar to our Elkins contract, as they are both wholesale municipal customers for both water and wastewater. West Fork would continue to own and operate its own system, and would pump to us through a single pipe. We would measure actual wastewater flow from their system to ours, and bill accordingly. We already sell them drinking water.
- The contract would be developed prior to any funds being expended on detailed design or construction. Some design considerations would be integral to the contract. It would cover NPDES issues, operations and maintenance issues, impact fees, inflow and infiltration management, reporting, etc.
- Impact fees for initial connection- details to be determine. This would likely be structured similar to Elkins' contract, where they pay an additional \$0.25/1,000 gallons for future capacity expansions in both collection system and treatment.
- The contract would have to be reviewed by the ADEQ, Arkansas Natural Resources Commission, and the Arkansas Department of Health (ADH)

BUDGET IMPACT

This would increase wastewater revenue. West Fork's rates would be set to fully cover all expenses that result from our providing service to them plus the small rate of return on investment (in the Elkins contract, this is set at a maximum of 2% above the average bond coupon outstanding debt at the time rates are determined or a rate study is performed).

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF
FAYETTEVILLE TO PROVIDE WHOLESALE WASTEWATER SERVICE
TO THE CITY OF WEST FORK**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses the intent of the City of Fayetteville to provide wholesale wastewater service to the City of West Fork on terms expressed in the memorandum of the City Utilities Director, which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

C. 7
Entertainment District Parking
Deck Site Selection
Page 1 of 4

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

12/4/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Parking
Division

Utilities
Department

Action Required:

City Council select the site for the entertainment district parking deck.

\$ -
Cost of this request

Category / Project Budget

Entertainment District Parking Facility
Program Category / Project Name

Account Number

\$ -
Funds Used to Date

Entertainment District Parking Facility
Program / Project Category Name

11028.1201
Project Number

\$ -
Remaining Balance

Site Selection
Fund Name

Budgeted Item

XX

Budget Adjustment Attached

[Signature]
Department Director

14 Nov 12
Date

Previous Ordinance or Resolution # 5457, 42-12

[Signature]
City Attorney

11-15-12
Date

Original Contract Date: 2/21/2012

Original Contract Number:

Paul A. Behn
Finance and Internal Services Director

11-15-2012
Date

Received in City 11-14-12 P03:18 RCVD
Clerk's Office

[Signature]
Chief of Staff

11-15-12
Date

Received in
Mayor's Office

ENTERED

11/15/12 Bep

[Signature]
Mayor

11/16/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director



Date: November 14, 2012

Subject: Downtown Municipal Parking Deck Location Selection

RECOMMENDATION

City Staff and consultant parking deck team request the City Council select the site for the entertainment district parking deck.

BACKGROUND

The combined staff and consultant parking deck team have been working for several months to develop the information required to allow the City Council to choose the site for the entertainment district parking deck. As part of the process, the team also worked closely with Boora Architects, who developed the Walton Arts Center (WAC) short and mid range expansion plans. These plans include two alternatives - one including a parking deck on the block which contains the WAC, and the other with no deck included on the same block.

DISCUSSION

A presentation of location alternatives for the downtown municipal parking deck is proposed to be given on Tuesday, November 27, 2012 at the Agenda Session meeting. The consultant's detailed report will be provided at that time. The presentation and report will provide background information and a matrix comparing the three primary lots being considered - the WAC lot (the large parking lot west of West Avenue), the Theater lot (the southeast corner of the block on which the Walton Arts Center is located), and the East lot (the existing parking lot east of South School Avenue across from the Walton Arts Center administration offices). On Tuesday, December 4, 2012 at the City Council meeting, Council will be requested to decide on a site location for the proposed parking deck.

BUDGET IMPACT

No direct appropriation will be approved with this decision. When this decision is made, staff will bring forward a contract for final design of the facility on the chosen lot.

RESOLUTION NO. _____

**A RESOLUTION TO SELECT THE SITE OF THE ENTERTAINMENT
DISTRICT PARKING DECK**

WHEREAS, the City Administration and its engineering consultant have studied three possible sites for the Entertainment District Parking Deck near the Walton Arts Center performing arts theater which include:

- (a) Within the block which contains the Walton Arts Center performing arts theater;
- (b) On a portion of the city parking lot known as the Walton Arts Center parking lot; and
- (c) On the city parking lot east of School Avenue across from the Walton Arts Center administration office; and

WHEREAS, the City Council has carefully studied the benefits and drawbacks of each site and listened to extensive public comments about these possible sites.

**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 determines that the Entertainment District Parking Deck shall be built on or at _____ because such site offers the preferred option for the Citizens and City of Fayetteville, the Walton Arts Center, the Entertainment District businesses and patrons, and the residents near one or more of the proposed sites.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda 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
December 04, 2012**

A meeting of the Fayetteville City Council will be held on December 04, 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 November 8 and November 20, 2012 City Council meeting minutes.
- ✓ **University of Arkansas Razorback Road Sidewalk Cost Share:** A resolution to approve a budget adjustment in the amount of \$51,308.00 to recognize revenue from the University of Arkansas for its cost share for construction of a sidewalk along Razorback Road.

3. **Hazardous Materials Incident Response Services Interlocal Cooperation Agreement:** A resolution providing notice pursuant to Article V of the Interlocal Cooperation Agreement for the Provision of Hazardous Materials Incident Response Services in Benton and Washington Counties of the intention of the City of Fayetteville to withdraw its participation in the agreement effective six (6) months from the date of written notification of the adoption of this resolution to the remaining participants.
4. **Arkansas Firewise Grant:** A resolution authorizing acceptance of an Arkansas Firewise Grant in the amount of \$500.00 from the Arkansas Forestry Commission for use by the Fire Department, and approving a budget adjustment.
5. **Bid #12-75 Insituform Technologies, LLC:** A resolution to approve Bid #12-75 for a construction contract with Insituform Technologies, LLC for service lateral and sewer main cured in place lining in the amount of \$330,000.00.
6. **Operations and Management Plan for Razorback Regional Greenway:** A resolution to approve the Northwest Arkansas Razorback Greenway Operations and Management Plan for Razorback Greenway Trails within Fayetteville.
7. **Bid #12-74 Vance Brothers, Inc.:** A resolution awarding Bid #12-74 and approving a contract with Vance Brothers, Inc. in the amount of \$72,470.00 for asphalt micro-surfacing, and approving a ten percent (10%) project contingency.
8. **City Depository Board:** A resolution designating members of the City Depository Board, as established by Arkansas Code §19-8-106.
9. **2013 Community Access Television Contract:** A resolution approving a contract in the amount of \$105,000.00 with Community Access Television, Inc. to provide public access services and operate the Fayetteville Public Access Television Channel throughout the 2013 year.

B. Unfinished Business:

1. **2013 Annual Budget and Work Program:** A resolution adopting the 2013 Annual Budget and Work Program. *The motion to approve the budget failed. Then a motion to reconsider was approved. Then the resolution to approve the budget was tabled to the December 4, 2012 City Council meeting.*

C. New Business:

- Consent (1) **Regional Wayfinding Program:** A resolution to express the Fayetteville City Council's intent to implement the Regional Wayfinding Program.
- Consent (2) **Wayfinding Program Implementation:** A resolution to approve the cooperative agreement between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding Wayfinding Program Implementation at a potential cost of approximately \$125,000.00.

3. ✓ **ADM 12-4259 (UDC Amendment Subdivision Regulations in the Planning Area):** An ordinance to Amend §166.05 Required Infrastructure Improvements – Development in the Planning Area and to repeal §166.08 (I) of the Unified Development Code of Fayetteville.
4. ✓ **Clear Creek Trail:** A resolution approving a request by the City of Fayetteville to modify the geographic extent and location of certain tree preservation areas pursuant to §167.04(L)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct a section of Clear Creek Trail.
5. ✓ **Grant Thornton Annual Audit Services:** *This is a placeholder item. Final contracts still pending. Additional information to follow.*
6. ✓ **City of West Fork Wastewater Service:** A resolution expressing the intent of the City of Fayetteville to provide wholesale wastewater service to the City of West Fork.
7. **Entertainment District Parking Deck Site Selection:** A resolution to select the site of the Entertainment District Parking Deck.

D. City Council Agenda Session Presentations:

1. **Parking Deck Presentation – The Parking Deck Team (including both staff and consultants)**

E. City Council Tour:

F. Announcements:

Adjournment:

Agenda Session Additions

Consent: *Johnson property zoning change*

NB: *RZN 12-4252 (Center Street Rezoning for Eco New).*

NB: Repeal 31.46 Increasing Elected City Officials' Compensation

NOTICE TO MEMBERS OF THE AUDIENCE

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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.

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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.

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Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
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City of Fayetteville Arkansas
City Council Meeting
December 04, 2012**

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Roll Call

Pledge of Allegiance

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Agenda Additions:

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Consent 5. **City Depository Board:** A resolution designating members of the City Depository Board, as established by Arkansas Code §19-8-106.

Consent

(Hold)

+11 Budget
approved

if passed

6. **Grant Thornton Annual Audit Services:** *This is a placeholder item. Final contracts still pending. Additional information to follow.*
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E. City Council Tour:

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From: David Jurgens
To: City Clerk
CC: Parking Deck Team; rspetrie@garverusa.com
Date: 11/14/2012 1:19 PM
Subject: Parking Deck Presentation

Lisa,

The Parking Deck Team (including both staff and consultants) will be making a presentation to the Council at the November 27, 2012 agenda session, as directed by Mayor Jordan last night at the agenda session.

Please add this to the agenda.

Thank you,

David

Handed out at the City Council
meeting on 12-4-12



Departmental Correspondence



LEGAL
DEPARTMENT

www.accessfayetteville.org

TO: Mayor Jordan
City Council
David Jurgens, Utilities Director

Kit Williams
City Attorney
Jason B. Kelley
Assistant City Attorney

FROM: Kit Williams, City Attorney

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

DATE: December 4, 2012

RE: Amendment of Resolution to select Entertainment District Parking Deck Site

The Walton Arts Center Administration requested that the City agree to do several things if the parking deck is to be built on the block on which the Auditorium sits. This land is owned as cotenants by the University and the City and leased to the Walton Arts Center, Inc. (an agent for both the City and U of A). Pursuant to the Administration's request, I have placed these requests within Section 2 of the Resolution for your approval. Someone will need to move to amend the Resolution in your packet to this enlarged Resolution.

The Walton Arts Center has requested that the City pay for, construct, or provide the following:

- (1) A **replacement office building** for its administrative staff for its current administration building which must be demolished to build the parking deck.
- (2) **Provide 35 free parking spaces** within the parking deck (with some possibly in the School Street parking lot) for the Walton Arts Center Administration's exclusive use 24 hours a day, 365 days a year **to replace the 28** uncovered parking spaces in its two small parking lots by its current administration building.
- (3) **Excavation** (including possible blasting) so that the Walton Arts Center can expand its backstage area.
- (4) **Construct a shell** (walls and doorway) next to the Walton Arts Center in its excavated area to assist in the Walton Art Center's backstage expansion.
- (5) Reasonable **rent and moving expenses** for Walton Arts Center Administrative staff displaced by the construction to the deck and their replacement building.

The law requires that bond proceeds must be used solely for the purposes stated within the bond ordinance and notice to investors. These express purposes are for construction of a public parking deck. Therefore, the City probably cannot use bond proceeds for some of the items requested by the Walton Arts Center.

I do not believe that the additional excavation and the construction of a shell building to be used for the expansion of the Walton Arts Center backstage area (not for the parking deck) can be paid for with bond proceeds. Our Bond Counsel Gordon Wilbourn shares this opinion. We are also somewhat concerned about the year or so of office rent and moving expenses (in and out) for the Walton Arts Center administrative staff. If the City Council wants to supply these items to the Walton Arts Center, it should not use bond proceeds, but other city revenue or reserves to pay for these requests.

Gordon and I believe that replacing the existing administrative building which must be demolished to build the parking deck is probably within the purposes of the bonds and thus could be paid out of bond proceeds. This replacement building should be just that, **a replacement not a larger or improved building**. If the Walton Arts Center wants an enlarged or improved building, it should pay for the increased costs. The City could pay for these increased costs, but it could not use bond proceeds.

I am somewhat concerned that the Walton Arts Center wants us to dedicate to its exclusive use more parking spaces than it is losing. Our bonds are to pay for a **public** parking deck, not a private parking deck for the Walton Arts Center Administration. If the City Council wants to provide 25% more exclusive parking to the Walton Arts Center Administration than the construction of the deck is removing, I believe the City should invest **funds other than bond funds for the cost of these seven additional spaces**. When we look at the entire cost of this project and divide it by the number of parking spaces created, a per space figure can be ascertained. Multiply that by seven and that is the amount that needs to come from a revenue source other than the bonds. If we agreed only to provide the same number (28) of parking spaces lost to the construction of the parking deck, then there would be no need for this other funds payment.

RESOLUTION NO. _____

A RESOLUTION TO SELECT THE SITE OF THE ENTERTAINMENT DISTRICT PARKING DECK AND TO EXPRESS THE CITY COUNCIL'S INTENT TO REPLACE ADMINISTRATIVE OFFICE AND PARKING SPACES LOST THROUGH THIS PROJECT

WHEREAS, the City Administration and its engineering consultant have studied three possible sites for the Entertainment District Parking Deck near the Walton Arts Center performing arts theater which include:

- (a) Within the block which contains the Walton Arts Center performing arts theater;
- (b) On a portion of the city parking lot known as the Walton Arts Center parking lot; and
- (c) On the city parking lot east of School Avenue across from the Walton Arts Center administration office; and

WHEREAS, the City Council has carefully studied the benefits and drawbacks of each site and listened to extensive public comments about these possible sites.

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 determines that the Entertainment District Parking Deck shall be built within the block which contains the Walton Arts Center Performing Arts Theater because such site offers the preferred option for the Citizens and City of Fayetteville, the Walton Arts Center, the Entertainment District businesses and patrons, and the residents near one or more of the proposed sites.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent:

1. To build comparable replacement offices in a liner building along the parking deck for the Walton Arts Center Administration because of the necessary removal of the current administration building;
2. To provide thirty-five (35) complimentary parking spaces for the Walton Arts Center Administration's exclusive use 24 hours a day, 365 days a year in the parking deck or School Street lot to replace the twenty-eight (28) spaces of uncovered parking that will be lost because of this project;

3. To provide necessary and reasonable rent and moving expenses for Walton Arts Center administrative personnel dislocated because of the construction of this project;

4. To excavate and shell out about 4,500 square feet of space beneath the office building with connection to the current backstage for the Walton Arts Center to finish out and complete its backstage expansion project; and

5. To work cooperatively with the Walton Arts Center Administration to facilitate the joint construction projects in an attempt to minimize any adverse effect upon the Walton Arts Center operations.

PASSED and APPROVED this 4th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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