

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 18, 2012

A meeting of the Fayetteville City Council will be held on December 18, 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:

- 1. FHS State Championships in Football and Volleyball**

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Illinois River Watershed Partnership Presentation** – Dr. Delia Haak, Executive Director -
- 2. Historic District Commission Appointment:**
Appointed by the Mayor and approved by the City Council. - **APPROVED**
- 3. Nominating Committee Report - APPROVED**
- 4. Public Facilities Board Appointments and Term End Date Approval - APPROVED**
- 5. Approval of Aldermen City Council Committees - APPROVED**

Agenda Additions:

A. Consent:

1. **Bid #12-76 Peterbilt of Fort Smith:** A resolution awarding Bid #12-76 and authorizing a contract with Peterbilt of Fort Smith in the amount of \$499,366.00 for the purchase of two (2) front load refuse trucks for use by the Solid Waste Division, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 239-12

2. **Bid #12-77 Terex Equipment Services:** A resolution awarding Bid #12-77 and authorizing a contract with Terex Equipment Services in the amount of \$83,284.00 for the purchase of two (2) heavy duty 4X4 pickup trucks for use by the Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 240-12

3. **Nature Trail Naming at Lake Fayetteville Environmental Study Center:** A resolution approving the names of Lakeside Trail, Hilltop Trail, Old Field Trail and Wagon Wheel cutoff for trails within the Lake Fayetteville Environmental Study Center area.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 241-12

4. **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$133,320.00 representing federal and state law enforcement forfeiture revenue received during the third and fourth quarters of 2012 and establishing a corresponding expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 242-12

5. **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$1,600.00 representing donation revenue to the Fayetteville Police Department during the third and fourth quarters of 2012 in support of general recognition and officer service awards.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 243-12

6. **Community Services Division Donation Revenue:** A resolution approving a budget adjustment in the total amount of \$1,968.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank and donation revenue from the Fraternal Order of Police for the Senior Giving Tree event.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 244-12

7. **Community Development Block Grant Housing Program:** A resolution approving a budget adjustment in the amount of \$2,218.00 representing a Community Development Block Grant Housing Program lien payoff.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 245-12

- 8. Rule D. 4 Reconsideration:** A resolution to amend D. Procedures and Parliamentary Rules Subsection 4. Reconsideration of the City Council Rules of Order and Procedure to clarify that only a council member who voted on the prevailing side can move to reconsider a motion.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 246-12

- 9. Post-Issuance Tax Compliance Procedures:** A resolution to authorize and adopt Post-Issuance Tax Compliance Procedures to be followed in connection with each issue of tax-exempt bonds by the City.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 247-12

- 10. Beaver Water District Agreement:** A resolution approving an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 248-12

B. Unfinished Business: None

C. Public Hearing:

- 1. Raze and Removal 320 W. North Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Robert W. Wilkes located at 320 W. North Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 249-12

D. New Business:

- 1. RZN 12-4250 Rezone (Parks and Recreation):** An ordinance rezoning the properties described in rezoning petition RZN 12-4250, for fourteen City of Fayetteville Parks and Trail Corridors on approximately 110.91 acres, located throughout the City from multiple zoning districts to P-1, Institutional.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5549

- 2. RZN 12-4253 (1932 and 2052 S. Garland Ave./Lifesource):** An ordinance rezoning that property described in rezoning petition RZN 12-4253, for approximately 3.64 acres, located at 1932 and 2052 South Garland Avenue from RSF-4, Residential Single-Family, 4 units per acre and I-1, Heavy Commercial and Light Industrial, to P-1, Institutional.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5550

3. **Smith Two-Way Radio, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Smith Two-Way Radio, Inc. in the total amount of \$29,475.65 to configure and program existing radio equipment for implementation of a conventional back-up radio system.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5551

4. **Motorola Solutions, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a two-year contract with Motorola Solutions, Inc. in the total amount of \$73,974.00 plus applicable taxes for radio maintenance to the City's Motorola simulcast radio system.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5552

5. **C & L Landfill Site:** A resolution to place deed restrictions in the title to city property that was the C & L Landfill site to comply with the Arkansas Department of Environmental Quality landfill closure regulations.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 250-12

6. **Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2013 contingent on the approval of funds in the 2013 Annual City Budget and Work Program.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5553

7. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2013, contingent on the approval of funds in the 2013 Annual City Budget and Work program.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5554

8. **Amend Section 31.16 Aldermen Compensation:** An ordinance amending Section 31.16 Aldermen Compensation of the Code of Fayetteville to alter the monthly compensation received by members of the City Council.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5555

9. **Granicus, Inc Contract – Paperless Agenda:** An ordinance waving the requirements of formal competitive bidding and approving a contract with Granicus, Inc. in the total amount of \$32,325.00 for fully integrated web streaming and paperless agenda routing services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5556

- 10. Parking Deck Project Fund:** A resolution approving a budget adjustment to the 2013 Annual Budget in the amount of \$6,600,000.00 to provide for the construction of a parking deck facility in the Dickson Street Entertainment District and creating a Parking Deck Project Fund.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 251-12

- 11. Garver, LLC - Dickson Street Entertainment District Parking Deck:** A resolution approving a contract amendment with Garver, LLC in an amount not to exceed \$675,000.00 for the design of the Dickson Street Entertainment District Parking Deck, and approving a project contingency of \$20,000.00, all contingent upon the approval of the funding in the 2013 Annual Budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 252-12

- 12. Amend §31.17 Mayor's Compensation of the Fayetteville Code:** An ordinance to amend §31.17 **Mayor's Compensation** of the Fayetteville Code to allow a Mayor to waive in writing the salary adjustment required by (B).

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5557

E. City Council Agenda Session Presentations: None

F. City Council Tour: None

G. Announcements:

Adjournment: 8:00 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.

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.

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

9-0

Subject:	Historic District Commission Appointment:				
Motion To:		Approve			
Motion By:		Boudreaux			
Seconded:		Ferrell			
Approved	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Nominating Committee Report				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Kinion</i>			
<u><i>Approved</i></u>	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Public Facilities Board Appointments and Term End Date Approval				
Motion To:		<i>Approve</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Tennant</i>			
<u><i>Approved</i></u>	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Approval of Aldermen City Council Committees				
Motion To:					
Motion By:		<i>Approve</i>			
Seconded:		<i>Gray</i>			
		<i>Lewis</i>			
<i>Approved</i>	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

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

Subject:	Consent				
Motion To:					
Motion By:		Approve			
Seconded:		Boudreaux			
		Gray			
239-12 thru 248-12	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

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

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

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

Subject:	Raze and Removal 320 W. North Street				
Motion To:		<i>Approve</i>			
Motion By:		<i>Ferrell</i>			
Seconded:		<i>Boudreaux</i>			
C. 1 Public Hearing <i>Passed</i> 249-12	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

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

Subject:	RZN 12-4250 Rezone (Parks and Recreation)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Boudreaux	Lewis		
Seconded:		Lewis	Gray		
D. 1 New Business <u>passed</u>	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	RZN 12-4253 (1932 and 2052 S. Garland Ave./Lifesource)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Ferrell	Boudreaux		
Seconded:		Adams	Ferrell		
D. 2 New Business <u>passed</u>	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		Smith Two-Way Radio, Inc			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Tennant</i>	<i>Lewis</i>		
Seconded:		<i>Adams</i>	<i>Fennell</i>		
D. 3 New Business <i>Passed</i> 5551	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				
		<i>8-0</i>	<i>8-0</i>	<i>8-0</i>	

Subject:		Motorola Solutions, Inc			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Fennell</i>	<i>Lewis</i>		
Seconded:		<i>Adams</i>	<i>Boudreaux</i>		
D. 4 New Business <i>Passed</i> 5552	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	<i>Absent during the vote.</i>	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				
		<i>7-0</i>	<i>8-0</i>	<i>8-0</i>	

Subject:	C & L Landfill Site				
Motion To:		<i>Approve</i>			
Motion By:		<i>Boudreaux</i>			
Seconded:		<i>Lewis</i>			
D. 5 New Business <i>Passed</i> 250-12	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Fayetteville Youth Center, Inc				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Lewis</i>	<i>Boudreaux</i>		
Seconded:		<i>Gray</i>	<i>Ferrell</i>		
D. 6 New Business <i>Passed</i> 5553	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	Northwest Arkansas Economic Development District				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Boudreaux	Boudreaux		
Seconded:		Kinion	Gray		
D. 7 New Business <u>passed</u> 5554	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:	Amend Section 31.16 Aldermen Compensation				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Boudreaux	Lewis		
Seconded:		Tennant	Adams		
D. 8 New Business <u>Passed</u> 5555	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:		Granicus, Inc Contract – Paperless Agenda			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:			<i>Lewis</i>	<i>Boudreaux</i>	
Seconded:			<i>Gray</i>	<i>Gray</i>	
D. 9 New Business <i>Passed</i> <i>5556</i>	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Boudreaux	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Ferrell	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Adams	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Lewis	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

*8-0**8-0**8-0*

Subject:		Parking Deck Project Fund			
Motion To:			<i>Approve</i>		
Motion By:			<i>Boudreaux</i>		
Seconded:			<i>Gray</i>		
D. 10 New Business <i>Passed</i> <i>251-12</i>	Gray	<i>✓</i>			
	Boudreaux	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Ferrell	<i>✓</i>			
	Adams	<i>✓</i>			
	Lewis	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	Garver, LLC - Dickson Street Entertainment District Parking Deck				
Motion To:		<i>Approve</i>			
Motion By:		<i>Boudreaux</i>			
Seconded:		<i>Lewis</i>			
D. 11 New Business <i>Passed</i> 252-12	Gray	✓			
	Boudreaux	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Ferrell	✓			
	Adams	✓			
	Lewis	✓			
	Mayor Jordan				

8-0

Subject:	Amend §31.17 Mayor's Compensation of the Fayetteville Code				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Petty</i>	<i>Ferrell</i>		
Seconded:		<i>Lewis</i>	<i>Gray</i>		
D. 12 New Business <i>Passed</i> 5557	Gray	✓	✓	✓	
	Boudreaux	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Adams	✓	✓	✓	
	Lewis	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0



Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: December 19, 2012

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of December 18, 2012

1. **Bid #12-76:** A resolution awarding Bid #12-76 and authorizing a contract with Peterbilt of Fort Smith in the amount of \$499,366.00 for the purchase of two front load refuse trucks for use by the Solid Waste Division, and approving a budget adjustment.
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3. **Nature Trail Naming at Lake Fayetteville Environmental Study Center:** A resolution approving the names of Lakeside Trail, Hilltop Trail, Old Field Trail and Wagon Wheel Cutoff for trails within the Lake Fayetteville Environmental Study Center area.
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8. **Rule D. 4 Reconsideration:** A resolution to amend **D. Procedures and Parliamentary Rules** Subsection 4. **Reconsideration** of the **City Council Rules of Order and Procedure** to clarify that only a council member who voted on the prevailing side can move to reconsider a motion.
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10. **Beaver Water District Agreement:** A resolution approving an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.
11. **Raze & Removal (320 W. North Street):** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Robert W. Wilkes located at 320 W. North Street in the City of Fayetteville and approving a budget adjustment.
12. **Smith Two-Way Radio, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Smith Two-Way Radio, Inc. in the total amount of \$29,475.65 to configure and program existing radio equipment for implementation of a conventional back-up radio system.
13. **Motorola Solutions, Inc.:** An ordinance waiving the requirement of formal competitive bidding and approving a two-year contract with Motorola Solutions, Inc. in the total amount of \$73,974.00 plus applicable taxes for radio maintenance to the City's Motorola Simulcast Radio System.
14. **C & L Landfill Site:** A resolution to place deed restrictions in the title to city property that was the C & L Landfill site to comply with the Arkansas Department of Environmental Quality landfill closure regulations.

- 15. Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2013.
- 16. NWA Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the NWA Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2013.
- 17. Amend §31.16 Aldermen Compensation:** An ordinance amending §31.16 **Aldermen Compensation** of the Code of Fayetteville to alter the monthly compensation received by members of the City Council.
- 18. Granicus, Inc. Contract – Paperless Agenda:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Granicus, Inc. in the total amount of \$32,325.00 for fully integrated web streaming and paperless agenda routing services.
- 19. Parking Deck Project Fund:** A resolution approving a budget adjustment to the 2013 annual budget in the amount of \$6,600,000.00 to provide for the construction of a parking deck facility in the Dickson Street Entertainment District and creating a parking deck project fund.
- 20. Garver, LLC – Parking Deck:** A resolution approving a contract amendment with Garver, LLC in an amount not to exceed \$675,000.00 for the design of the Dickson Street Entertainment District Parking Deck, and approving a project contingency of \$20,000.00 all contingent upon the approval of funding in the 2013 annual budget.
- 21. Amend §31.17 Mayor's Compensation:** An ordinance to amend §31.17 **Mayor's Compensation** of the Fayetteville Code to allow a Mayor to waive in writing the salary adjustment required by (B).

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 18, 2012

A meeting of the Fayetteville City Council will be held on December 18, 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:

- 1. FHS State Championships in Football and Volleyball**

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Illinois River Watershed Partnership Presentation** – Dr. Delia Haak, Executive Director
- 2. Historic District Commission Appointment:**
Appointed by the Mayor and approved by the City Council.
- 3. Nominating Committee Report**
- 4. Public Facilities Board Appointments and Term End Date Approval**
- 5. Approval of Aldermen City Council Committees**

Agenda Additions:

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

A. Consent:

1. **Bid #12-76 Peterbilt of Fort Smith:** A resolution awarding Bid #12-76 and authorizing a contract with Peterbilt of Fort Smith in the amount of \$499,366.00 for the purchase of two (2) front load refuse trucks for use by the Solid Waste Division, and approving a budget adjustment.
2. **Bid #12-77 Terex Equipment Services:** A resolution awarding Bid #12-77 and authorizing a contract with Terex Equipment Services in the amount of \$83,284.00 for the purchase of two (2) heavy duty 4X4 pickup trucks for use by the Fire Department.
3. **Nature Trail Naming at Lake Fayetteville Environmental Study Center:** A resolution approving the names of Lakeside Trail, Hilltop Trail, Old Field Trail and Wagon Wheel cutoff for trails within the Lake Fayetteville Environmental Study Center area.
4. **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$133,320.00 representing federal and state law enforcement forfeiture revenue received during the third and fourth quarters of 2012 and establishing a corresponding expense budget.
5. **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$1,600.00 representing donation revenue to the Fayetteville Police Department during the third and fourth quarters of 2012 in support of general recognition and officer service awards.
6. **Community Services Division Donation Revenue:** A resolution approving a budget adjustment in the total amount of \$1,968.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank and donation revenue from the Fraternal Order of Police for the Senior Giving Tree event.
7. **Community Development Block Grant Housing Program:** A resolution approving a budget adjustment in the amount of \$2,218.00 representing a Community Development Block Grant Housing Program lien payoff.
8. **Rule D. 4 Reconsideration:** A resolution to amend D. Procedures and Parliamentary Rules Subsection 4. Reconsideration of the City Council Rules of Order and Procedure to clarify that only a council member who voted on the prevailing side can move to reconsider a motion.
9. **Post-Issuance Tax Compliance Procedures:** A resolution to authorize and adopt Post-Issuance Tax Compliance Procedures to be followed in connection with each issue of tax-exempt bonds by the City.
10. **Beaver Water District Agreement:** A resolution approving an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.

B. Unfinished Business: None

C. Public Hearing:

1. **Raze and Removal 320 W. North Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Robert W. Wilkes located at 320 W. North Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

D. New Business:

1. **RZN 12-4250 Rezone (Parks and Recreation):** An ordinance rezoning the properties described in rezoning petition RZN 12-4250, for fourteen City of Fayetteville Parks and Trail Corridors on approximately 110.91 acres, located throughout the City from multiple zoning districts to P-1, Institutional.
2. **RZN 12-4253 (1932 and 2052 S. Garland Ave./Lifesource):** An ordinance rezoning that property described in rezoning petition RZN 12-4253, for approximately 3.64 acres, located at 1932 and 2052 South Garland Avenue from RSF-4, Residential Single-Family, 4 units per acre and I-1, Heavy Commercial and Light Industrial, to P-1, Institutional.
3. **Smith Two-Way Radio, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Smith Two-Way Radio, Inc. in the total amount of \$29,475.65 to configure and program existing radio equipment for implementation of a conventional back-up radio system.
4. **Motorola Solutions, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a two-year contract with Motorola Solutions, Inc. in the total amount of \$73,974.00 plus applicable taxes for radio maintenance to the City's Motorola simulcast radio system.
5. **C & L Landfill Site:** A resolution to place deed restrictions in the title to city property that was the C & L Landfill site to comply with the Arkansas Department of Environmental Quality landfill closure regulations.
6. **Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2013 contingent on the approval of funds in the 2013 Annual City Budget and Work Program.
7. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2013, contingent on the approval of funds in the 2013 Annual City Budget and Work program.
8. **Amend Section 31.16 Aldermen Compensation:** An ordinance amending Section 31.16 Aldermen Compensation of the Code of Fayetteville to alter the monthly compensation received by members of the City Council.

- 9. Granicus, Inc Contract – Paperless Agenda:** An ordinance waving the requirements of formal competitive bidding and approving a contract with Granicus, Inc. in the total amount of \$32,325.00 for fully integrated web streaming and paperless agenda routing services.
- 10. Parking Deck Project Fund:** A resolution approving a budget adjustment to the 2013 Annual Budget in the amount of \$6,600,000.00 to provide for the construction of a parking deck facility in the Dickson Street Entertainment District and creating a Parking Deck Project Fund.
- 11. Garver, LLC - Dickson Street Entertainment District Parking Deck:** A resolution approving a contract amendment with Garver, LLC in an amount not to exceed \$675,000.00 for the design of the Dickson Street Entertainment District Parking Deck, and approving a project contingency of \$20,000.00, all contingent upon the approval of the funding in the 2013 Annual Budget.
- 12. Amend §31.17 Mayor's Compensation of the Fayetteville Code:** An ordinance to amend §31.17 **Mayor's Compensation** of the Fayetteville Code to allow a Mayor to waive in writing the salary adjustment required by (B).

E. City Council Agenda Session Presentations: None

F. City Council Tour: None

G. 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

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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.

Revised 12-11-12
C.I.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY ROBERT W. WILKES LOCATED AT 320 W. NORTH STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, Robert W. Wilkes is the record owner of the real property situated at 320 W. North Street, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-10576-000; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Robert W. Wilkes, having been properly served with a Violation Notice via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Robert W. Wilkes is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Robert W. Wilkes does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

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

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

D.7.

Revised

NW Ark.

Economic Development District

CONTRACT

*Between The City of Fayetteville and the
Northwest Arkansas Economic Development District (NWAEDD)*

WHEREAS, the Northwest Arkansas Economic Development District (NWAEDD) is uniquely qualified to provide the full range of public recreation opportunities to the senior citizens of Fayetteville; and,

WHEREAS, it is in the best interest of the City of Fayetteville and its citizens to provide operating revenues to the NWAEDD in consideration for the substantial recreational programs provided by the NWAEDD to the senior citizens of Fayetteville.

NOW, THEREFORE, IT IS AGREED:

The City of Fayetteville shall provide the sum of \$4,445.83 monthly to the NWAEDD throughout the year of 2013 in consideration of the following duties and obligations to be preformed by the NWAEDD:

- A. The NWAEDD shall be responsible for providing staff, programming, promotion, and development for Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Towers Community Center. NWAEDD agrees to use funding from the City to pay for recreational programs designed specifically for senior citizens.
- B. NWAEDD shall make substantial portions of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for the needy senior citizens. NWAEDD shall report on a quarterly basis the approximate number of Fayetteville citizens served by its programs.
- C. NWAEDD shall provide Walker Park's Fayetteville Senior Activity and Wellness Center as an emergency shelter when deemed necessary by the City of Fayetteville.
- D. The NWAEDD shall follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and the NWAEDD which is attached as Exhibit A, and is made a part hereof, as if set forth word for word in its entirety.

CITY OF FAYETTEVILLE

BY: _____

LIONELD JORDAN, Mayor

NORTHWEST ARKANSAS ECONOMIC
DEVELOPMENT DISTRICT

BY: _____

ATTEST:

Title

BY: _____

Sondra E. Smith, City Clerk / Treasurer

EXHIBIT A

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Department (Parks and Recreation) and the Northwest Arkansas Economic Development District (hereinafter referred to as NWAEDD).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Parks and Recreation Director and the Executive Director of the NWAEDD; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, Walker Park's Fayetteville Senior Activity and Wellness Center has been designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens; and

WHEREAS, increased communications and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and NWAEDD would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and NWAEDD, the following set of detailed operating procedures and responsibilities are hereby established.

1. NWAEDD shall be responsible for providing staffing, programming and promotion, and development of recreational programs for senior citizens including but not limited to, recreational trips, arts and crafts, music and games.
2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development of the parks system within the city and the recreational events occurring within the city for all ages.

3. The NWAEDD Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
4. It is understood and agreed that the City's annual purchase of services will be negotiated on a yearly basis.
5. The NWAEDD Board of Directors is responsible for the management and operation of annual funding allocation to NWAEDD from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.
6. The Fayetteville Senior Activity and Wellness Center Director and Parks and Recreation Director will work jointly in opening Walker Park's Fayetteville Senior Activity and Wellness Center as an emergency shelter as deemed necessary by the City of Fayetteville. NWAEDD will utilize funds appropriated by the City of Fayetteville for operational costs as necessary for the emergency shelter.
7. NWAEDD shall schedule a meeting and submit an annual financial report to the Parks and Recreation Director no more than thirty (30) days after the end of the NWAEDD fiscal year, which ends on June 30, 2013. Such report shall detail NWAEDD's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated below in number 9.
8. NWAEDD shall comply with the schedules and procedures established by the Budget & Research Division of the City of Fayetteville for annual funding requests.
9. Quarterly reports shall be submitted to the Parks and Recreation Director on, or before, the following dates: April 15, July 15, October 15, and January 15 (2014). These reports shall detail the following performance measures:
 - A. Operation of a full service senior center at Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Towers locations to include socialization (recreation) by hosting daily social activities such as bingo, table games, exercise classes, and wellness programs. During the course of the year, an estimated 700 elderly citizens will participate at the two locations.
 - B. Recreation opportunities at both locations will continue to provide such wellness recreational activities as Tai Chi. Formal exercise classes and Use It or Lose It classes will be provided on a weekly basis. L.I.F.T Classes will be provided on a bi-weekly basis. Dances and music activities will be provided weekly at the Walker Park location.
 - C. Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Tower locations will seek partnerships with outside

organizations or community groups to assist in a variety of recreation programs and wellness classes.

Transportation will be provided at both the Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Towers for recreational trips and special interest trips, as well as transporting seniors for necessary appointments as scheduled through the Fayetteville Senior Activity and Wellness Center.

E. NWAEDD shall acknowledge the City of Fayetteville's contribution on general marketing flyers, brochures and other general marketing materials.

10. The working procedures and responsibilities contained herein shall become effective January 1, 2013.

CITY OF FAYETTEVILLE

BY: _____
LIONELD JORDAN, Mayor

Attest:

BY: _____
Sondra E. Smith, City Clerk / Treasurer

NORTHWEST ARKANSAS ECONOMIC
DEVELOPMENT DISTRICT

BY: _____

Title

Attest:

BY: _____

Revised 12-11-12
D. 8.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 31.16 ALDERMEN, COMPENSATION OF THE CODE OF FAYETTEVILLE TO ALTER THE MONTHLY COMPENSATION RECEIVED BY MEMBERS OF THE CITY COUNCIL

WHEREAS, compensation for members of the City Council has remained unchanged at \$700.00 per month since 1999; and

WHEREAS, from 1999 to the present year the average annualized growth rate for compensation of the Mayor has been 3.11% per year; and

WHEREAS, compensation for members of the City Council should be increased to a level which tracks the average annualized growth rate of mayoral compensation from 1999 to the present year with said amount continuing to track the percentage increase for mayoral compensation going forward; and

WHEREAS, if compensation for members of the City Council had increased at an annualized growth rate of 3.11% from 1999 to the present, the rate of current compensation would be \$1,042.00 per month;

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 **Section 31.16 Aldermen, Compensation** of the Code of Fayetteville so that, after amendment, the Section shall read as follows:

“31.16 Aldermen, Compensation

- (A) Compensation for each alderman shall be in the amount of \$1,042.00 per month without regular city benefits.
- (B) The amount in subsection (A) shall be automatically changed annually in January in a percentage amount equal to the percentage change, if any, in the compensation of the Mayor. This automatic change may be waived by the City Council upon adoption of an appropriate Resolution.”

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

D. 9
 Granicus, Inc. Contract
 Paperless Agenda
 Page 1 of 32

*Added at Agenda
 Session 12-11-12
 D. 9.*

City Council Agenda Items
 and
 Contracts, Leases or Agreements

12/18/2012

City Council Meeting Date
 Agenda Items Only

Fritz Gisler

Submitted By

Media Services

Division

Communications

Department

Action Required:

Approval of Upgrade and Service Agreement with Granicus, Inc. before 12/31/2012, to take advantage of significant cost savings promotion by Granicus, Inc. and approval of an ordinance waiving the bid requirement. This program is budgeted for 2013, and no money will be spent until after 1/1/13. Signature of the agreement before 12/31/12 will secure \$4,800.00 in savings in 2013. Granicus, Inc. is the only source to upgrade their own services.

\$ 32,325.00

Cost of this request

\$ 32,325.00

Category / Project Budget

Legislative Management/Agenda Routing

Program Category / Project Name

4470.9470.5315.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

13010.00

Project Number

\$ 32,325.00

Remaining Balance

Sales Tax Capital Improvements

Fund Name

Budgeted Item

XX

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
 Clerk's Office

12-10-12 P03:30 RCVD

Chief of Staff

Date

Received in
 Mayor's Office

ENTERED
 12/10/12 BCP

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: The Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Fritz Gisler, Division Manager

Date: December 11, 2012

Subject: Approval of 2013 Legislative Management Project to secure cost savings

PROPOSAL:

The City currently employs a paper-based legislative management system whereby agenda items are developed, documented, managed and routed for approvals. The proposed system will replace the paper-based system by establishing an electronic, digital method to create, route, compile and archive all documents associated with agenda creation. It will also create an electronic 'portal' by which the staff, elected officials, and the public can access legislative and agenda items, and all their supporting documentation, without using staff time. Approval routing becomes automatic, without the need for staff involvement. Agenda creation, publication and distribution also becomes automatic. The system will integrate with open-government systems already in place to provide more immediate and relevant access to meeting records, minutes, and video, and provides upgrades to allow the use of mobile devices for agenda management, agenda distribution and playback of video and audio recordings.

In late 2011 we began the process of researching software systems that would allow the City Administration and City Clerk's Office to move the City Council meeting agenda management process from a paper-based process to a fully electronic, paper-less one. We identified many advantages to implementing a paper-less meeting agenda management system:

1. Cost savings due to reduction in use of paper, printing and supplies.
2. Labor savings associated with the elimination of managing paper-based agenda management, the manual routing process, and reduction of FOIA requests and the staff time necessary to respond.
3. More streamlined approval and routing process.
4. More consistent information presentation through the use of pre-configured item-type templates.
5. Greater accessibility to agenda items for staff during the approval process.
6. Greater accessibility to agenda and legislative items to staff and the public after meetings have been conducted.
7. Agenda items no longer being "lost" in the approval process.
8. Greater flexibility in the approval process.
9. More control available to users such as the City Clerk and Chief of Staff.
10. Ability to distribute and delegate some legislative management processes to individual departments and/or divisions.

11. More flexibility to include various types of supporting documents.
12. Greater accessibility to greater types of supporting documents.
13. Tighter integration of the various types of legislative items with meeting information and supporting information.
14. Enterprise-wide applicability and usability for every meeting body associated with the City Administration and City Council.
15. Providing information to the staff and public that allows a significant leap forward in support of the Administration's open government and information access initiatives.

The next step of the process was to identify specific functionality that was required to be available in a legislative management solution. We identified several:

1. Ability to eliminate the use of paper forms and documents in the creation of agenda items.
2. Automate the agenda item routing process.
3. Security functionality to prevent misuse of system.
4. Strong archiving and recordkeeping functions.
5. Tight integration with video services.
6. Integration with meeting minutes creation.
7. Cross-platform capability.
8. Enterprise-wide application so all meeting bodies can use it.
9. Searchable data and items.
10. Public portal to allow public access to legislative items, ability to research, key-word searching, and video access.
11. Integration with the City's current Electronic Document Management system.
12. Integration with the City's current video-on-demand systems.
13. User-friendly interfaces for staff, legislators and public.

As we were investigating possible service providers, we identified several key characteristics we required of any provider that might be considered:

1. Extensive experience in providing service to government clients.
2. Demonstrated ability to provide customer service in a timely, effective manner.
3. Cost-conscious.
4. Demonstrated experience in providing both legislative management services and video integration services.
5. Stable and dynamic, with demonstrated growth and innovation.

In our investigation we found only one company that could provide the level of service desired by the City Administration. There were several companies that provided services at differing levels, but none that could alone provide all the services desired. We looked at several companies, including:

Granicus, Inc.
NovuSystems
Swagit
(Swagit and NovuSystems work together to provide agenda and video service)
Agenda Quick

We immediately eliminated companies that did not offer integration with video streaming and indexing services. We also had a conversation with the City's Director of Information Systems regarding further development of the City's EDMS to provide the desired functionality. It was determined that it would most

likely be cost-prohibitive to acquire the appropriate licensing, and provide internal staff for development and support.

We attended focused, on-line demonstrations provided by Granicus and NovuSystems. Both companies offered well-developed agenda management systems and both provided integration with video services. We studied the implementation of AgendaQuick on client sites, as well as its presentation on its Web site.

Only one of these companies, Granicus, meets all the criteria described above. The others offer various levels of functionality, integration or service. We would like to point out specifically that Granicus is the only company that offers both agenda management and video integration from one source company; and it is the only one that is truly enterprise-wide in its capabilities.

It should be noted that the City has a long-standing relationship with Granicus, Inc., and has not had any complaints or issues with the services provided thus far.

We confidently recommend Granicus, Inc. to be the service provider for the City of Fayetteville's legislative management, meeting video delivery, agenda management, agenda integration and public information systems.

RECOMMENDATION:

The City Administration recommends the approval of a resolution entering a new agreement with Granicus, Inc. for legislative and agenda management service and upgrades to the video archiving and streaming services, in addition to the current services it provides the City; and approval of an ordinance waiving the bid requirement for this expenditure.

The City has a current and on-going relationship with Granicus, Inc. since 2007. Granicus, Inc. is the only available provider to upgrade their own services. We therefore request an ordinance waiving the bid requirements for this project.

The reason for approving this agreement in December 2012 is that Granicus, Inc. is offering to reduce the ongoing service fees for the first year of operation by \$4,800.00 if the agreement is signed before December 31, 2012. No money will be spent until 2013. All budgeted expenditures have been approved in the 2013 budget.

BUDGET IMPACT:

Funds are available in the Legislative Management/Agenda Routing (#13010) project. Ongoing service fees are budgeted in the 2013 Operations Budget.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH GRANICUS, INC. IN THE TOTAL AMOUNT OF \$32,325.00 FOR FULLY INTEGRATED WEB STREAMING AND PAPERLESS AGENDA ROUTING SERVICES

WHEREAS, the City has used Granicus, Inc. services related to online video streaming and internet publication of meeting agendas and supporting documents; and

WHEREAS, the City requires an integrated solution with existing services to provide for paperless agenda routing and review; and

WHEREAS, Granicus, Inc. is the only solution which provides the degree of integration required by the City of Fayetteville, as well as being the only provider capable of upgrading its own pre-existing services; and

WHEREAS, integrated services including paperless agenda routing will create much greater workflow efficiency and ease of access to agenda items by the public;

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 an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with Granicus, Inc. in the total amount of \$32,325.00 to provide for fully integrated web streaming and paperless agenda routing services.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of December 4, 2012 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and the City of Fayetteville (the “**Client**”).

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) continue with Client’s existing solution as described in the Current Solution document, which is attached as Exhibit B, and incorporated herein by reference, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibits A and B.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software and Managed Services that comprise the Granicus Solution as outlined in Exhibits A and B. “Managed Services” shall mean the services provided by Granicus to Client as detailed in Exhibits A and B. “Managed Services Fee” shall mean the monthly cost of the Managed Services, as detailed in Exhibits A and B.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client’s Managed Services will also result in the immediate termination of the Client’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client’s sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus

Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibits A and B.

3.2 Monthly billing for Managed Services shall begin forty-five (45) days after the receipt of a fully executed Agreement or the receipt of a purchase order for the up-front costs, whichever occurs first, as agreed upon in Exhibit A.

3.3 Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice, provided that Client agrees to pay the Managed Services Fee to Granicus on a monthly basis, no later than the first day of each month in advance of services. Granicus, Inc. shall send all invoices to:

Name:
Title:
Address:

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI/>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

3.6 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or

improve user satisfaction. During the initial period of this Agreement, the customer understands that the use of these additional products is included in the originally agreed upon monthly managed services fees.

At contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit E.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law,

Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall

automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client has the right to keep any purchased hardware, provided that Client removes and/or uninstalls any Granicus Software on such hardware. However, if Client has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), Client understands that upon termination of this Agreement, Client shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

(c) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or

destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of Arkansas shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

[The remainder of this page left blank intentionally]

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A: Proposal
Exhibit B: Current Solution
Exhibit C: Support Information
Exhibit D: Hardware Exhibit
Exhibit E: Trademark Information
Exhibit F: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: 

Ed Roshitsh

Its: President

Address:

600 Harrison Street, Suite 120

San Francisco, CA 94107

[INSERT CLIENT NAME]

By: _____

Name: _____

Its: _____

Address:

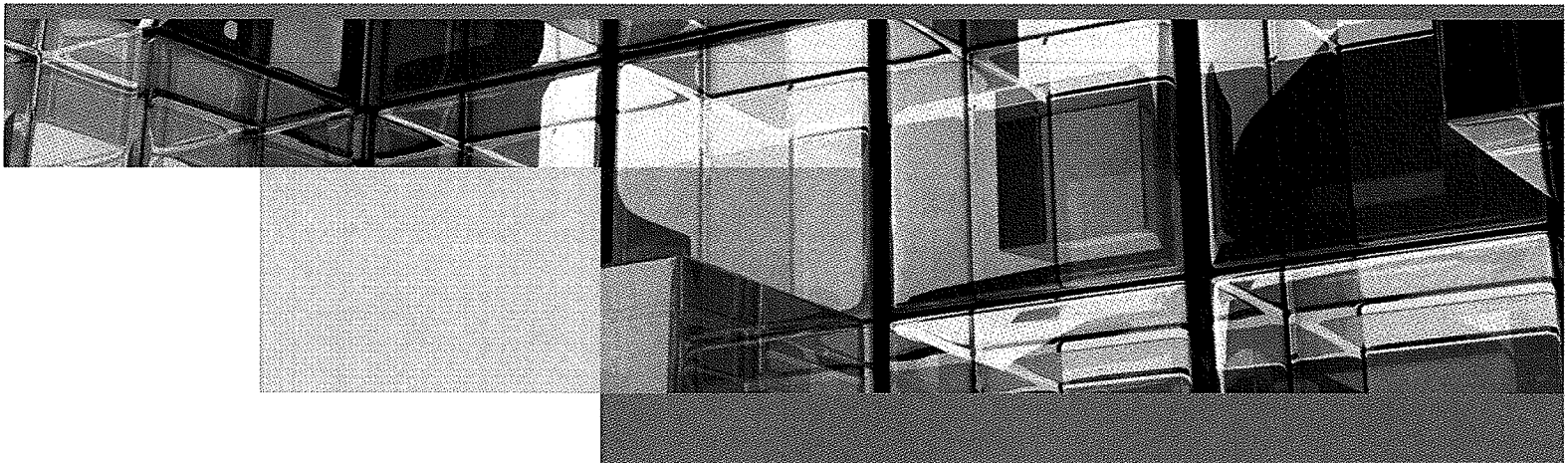
Date: _____

EXHIBIT A

PROPOSAL

Proposal for City of Fayetteville

Government Transparency and Agenda Workflow Solutions



Proposal presented to:
Fritz Gisler,
Manager
The Fayetteville Government Channel
April 1st, 2012



Granicus Proposal to the City of Fayetteville

April 1st, 2012

Dear Fritz,

Thank you for your continued consideration of Granicus. We have appreciated the opportunity to work with the City over the past four years and to continue to discuss the unique needs of Fayetteville. We're excited to support your transparency, citizen participation, and public meeting workflow initiatives/needs and we look forward to continuing our rewarding, long-term relationship with you.

Over 900 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience which has allowed us to develop tools with government in mind and meet the market demand. We hope that you have found tremendous value in being a part of the Granicus client family.

On the following few pages, you will find a breakdown of the needs that we have uncovered, our proposed solution, some of our key differentiators, detailed pricing, and a checklist that outlines our next steps.

If I or any other member of the Granicus team can be of further assistance, please contact me at 415 357 3618 x1759.

Most Sincerely,

Erin English
Account Manager
Granicus, Inc.

Primary Business Mission

During our conversations and assessment of Fayetteville's primary business challenges, we discovered the following issues:

- Fayetteville is looking not only to achieve but to maintain over time a high level of transparency, efficiency and accessibility within and for its constituents.
- Fayetteville's current process of creating, approving and distributing agendas is paper heavy and labor intensive.
- Managing current encoding appliance uses up unnecessary time and resources, and does not provide necessary software, firewall, and technology upgrades.
- The current method of only offering live meeting coverage is restricting to those interested in participating in Fayetteville meeting proceedings.
- There are not enough mediums available for citizens to access meeting content on the Fayetteville website.
- Fayetteville Council, staff and citizens would benefit from the ability to access content from mobile devices.

Benefits of Suites Conversion

We have discussed some specific ways to address the challenges Fayetteville is facing. Below is a list that I believe represents the best possible solutions and corresponding benefits of transitioning to our Suites and managed hardware model.

Discussed Solutions

- Agreed that a hardware update would provide higher quality streaming.
- Outsourcing hardware management would provide Fayetteville with any and all necessary updates.
- Staff and citizens would benefit from the ability to access MP3 and MP4 recordings of meeting content.
- It would be greatly beneficial to offer meeting content that is viewable on mobile devices for the citizens of Fayetteville.
- City staff would benefit from the ability for council members to access and review agendas prior to and during council meetings as a replacement to current paper-heavy agenda delivery process.

Granicus Solution Components

- **H.264** - Mobile streaming architecture (streaming to mobile devices) available in our Government Transparency Suite
- **Podcasting** - Podcasting of live and on demand meeting content
- **Managed Hardware** – Granicus Encoding Appliance includes full patch management of Granicus software, operating system and anti-virus. Also provide customers with all necessary upgrades, repairs and replacements.
- **iLegislate** - Granicus native iPad application for paperless agenda review, marking follow-up tasks, and reducing printing costs associated with agenda packet production
- **Advanced Search** - Allows the public to more accurately define their search criteria by allowing them to search agenda items, meeting notes, actions, closed captions, etc.
- **VoteLog** - Allows the public to create segmented searches of meeting actions only by choosing to search a topic, agenda item or on a specific elected member to help track what's most important to them
- **Word Add-in** – Provides the ability to create/edit meeting minutes in a familiar environment, while maintaining searchability and the ability to push finished minutes documents out to the web

Budgetary Impact

Legislative Management Suite & Suites Conversion

<u>Product Component</u>	<u>Upfront Cost</u>	<u>Add'l MMS</u>
Legistar	\$28,575.00	\$680.00
Managed Hardware	\$0.00	\$275.00
Open Platform Suite, Government Transparency Suite, & Meeting Efficiency Suite	\$3,625.00	\$100.00
Shipping	\$125.00	\$0.00
Sub-Total	\$32,325.00	\$0.00
Tax	\$0.00	\$0.00
<u>Grand Total</u>	\$32,325.00	<u>\$1,055.00</u>
Promotion CMY12: Free Monthly Service Fees on the Open Platform & Government Transparency Suite Until January 1, 2013		-375.00/month

This promotion does not alter or delay the date on which your upfront payments will be due as defined in the Granicus Service Agreement. Offer valid until 6/30/2012. As part of this promotion, the Client will receive Monthly Managed Service Fees ("MMS") on the Granicus Open Platform and Government Transparency Suite at no cost to Client until 1/1/2013. Discounted billing for Monthly Managed Services will start after deployment has been completed. Clients are responsible to pay their Monthly Managed Service fees in full starting 1/1/2013, billing for this period starts on 12/15/2012. Up-front costs are not affected by this promotion. Monthly Managed service fees on existing products are not affected by this promotion. For sales including managed hardware, deployment will not begin unless a signed contract has been received. This offer is valid only with the purchase of these products: Open Platform and Government Transparency Suite.

Promotional Offer

SPECIAL OFFER

PROMO CODE: CMY12

Get BIG savings
on the Granicus cloud, video,
& open government solutions

 **granicus**

FREE

**Monthly Service Fees on the
Open Platform & Government
Transparency Suite until
Dec. 31, 2012**

OFFER ENDS: 6/30/2012
See product terms for details

This promotion does not alter or delay the date on which your upfront payments will be due as defined in the Granicus Service Agreement. Offer valid until 6/30/2012. As part of this promotion, the Client will receive Monthly Managed Service Fees ("MMS") on the Granicus Open Platform and Government Transparency Suite at no cost to Client until 1/1/2013. Discounted billing for Monthly Managed Services will start after deployment has been completed. Clients are responsible to pay their Monthly Managed Service fees in full starting 1/1/2013, billing for this period starts on 12/15/2012. Up-front costs are not affected by this promotion. Monthly Managed service fees on existing products are not affected by this promotion. For sales including managed hardware, deployment will not begin unless a signed contract has been received. This offer is valid only with the purchase of these products: Open Platform and Government Transparency Suite.

This proposal expires on June 30th, 2012.

*** NOTE: The pricing in this preliminary proposal is SUBJECT-TO-CHANGE. While this preliminary proposal will provide you with our best possible estimate of what your solution will look like, it is not considered complete until a network assessment has been completed. Our goal here at Granicus is to make sure that every new client has a successful deployment and to make sure that our products exceed your expectations. We believe that spending the time to accurately conduct an assessment of your network and documents will help us meet our goals and will ensure that you have the best experience possible. ***

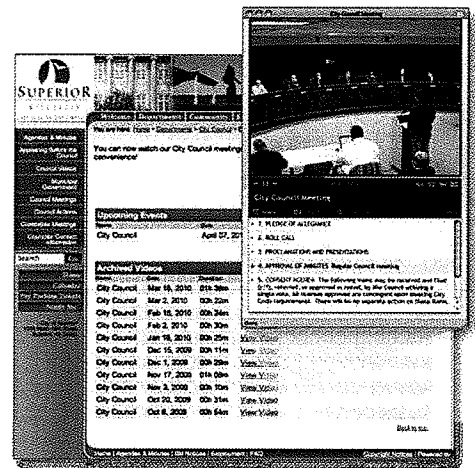
Proposed Solution

Granicus® Open Platform

The Granicus® Open Platform allows you to stream an unlimited number of meetings and events online and over mobile devices – play video in H.264* and Silverlight. Publish all of your content online with indefinite retention schedules. Granicus Encoding Appliance gives you unlimited bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. You can also access a library of community content and start publishing videos immediately. Finally, leverage an open architecture and connect in-house or third-party solutions to Granicus. [Click here](#) for more information on the Granicus Open Platform.

- Stream unlimited meeting bodies and events
- Indefinite retention schedules
- Intelligent media routing
- Community content library
- Open architecture and SDK

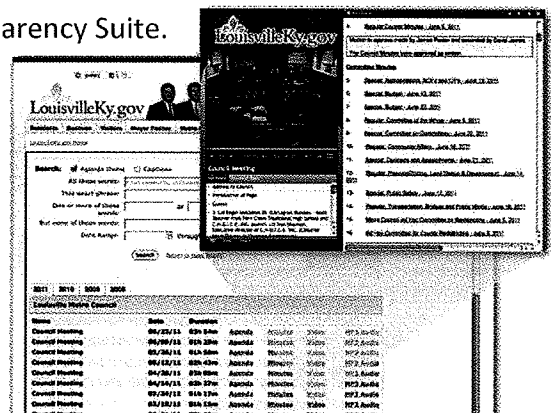
* In pilot, will be available to all customers upon release



Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards greater transparency and link related documents to your video, offer your full agenda packet, and provide advanced searching of archives. Connect agenda data to the iPad to review agendas and support documents, take notes and more. Reach a broader audience with podcasting - download media in MP3 and MP4 formats and view video offline. Granicus' reporting tools give you a detailed analysis of visitor statistics to help you better understand viewership trends. [Click here](#) for more information on the Government Transparency Suite.

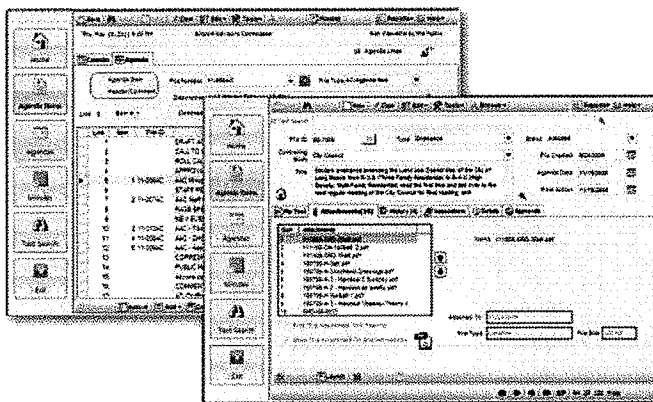
- Publish agenda packets with video
- Link relevant materials
- Build reports and analytics
- Index videos live
- Offer downloadable formats (MP3 & MP4)



Legislative Management Suite

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Once the agenda is generated, a minutes report is automatically created with the same data. All attendance, actions, movers/seconders, votes and notes can be captured for the public record. This Suite also allows you to track legislation from inception through approvals and actions taken. [Click here](#) for more information on the Legislative Management Suite.

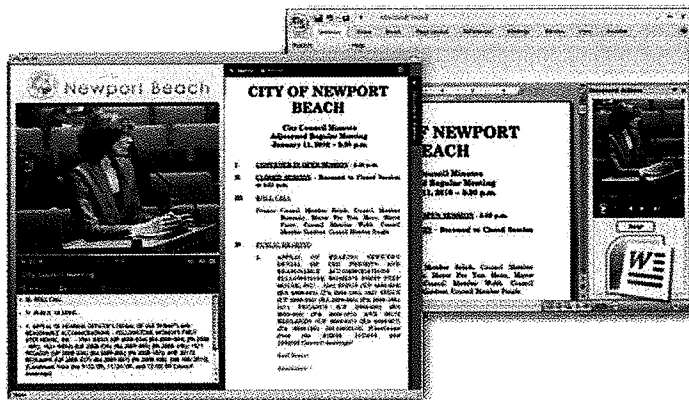
- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Meeting minutes
- Track and search legislative data



Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteLog, allow the public to track legislation, ordinances and even voting member records through your website. This Suite you can seamlessly integrate with agenda solutions already in place. [Click here](#) for more information on the Meeting Efficiency Suite.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes



Granicus Implementation Timeline

We can typically get your organization live with its new Granicus solution within 45 days of receiving your Purchase Order or Signed Service Agreement. At this point, we consider your deployment in progress and will schedule a Kickoff Call with key players at your organization and Granicus. You can follow your agency's progress 24x7 with our online deployment tracker tool, helping you stay on schedule for your next big milestone. We know how exciting it can be to get your Granicus solution up and running, so to help things run quickly and smoothly it's important that resources are allocated for at your agency. Granicus is dedicated to ensuring that your deployment stays on track and meets your needs.

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
 - Over 900 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen participation services
- Only provider of both government webcasting and training management services
- Access a library of peer-created government media content from over 900 Granicus users
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

Future Possibilities

Electronic Voting and Public Displays (suite add-ons)

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more.

- Touch-screen displays
- Digital speaker queue
- Vote and roll call automation
- Review paperless agenda packets

[The remainder of this page is left blank intentionally.]

EXHIBIT B

CURRENT SOLUTION

- MediaManager software license
- MinutesMaker software license
- Twelve months meeting content storage and retention
- 50 hours non-meeting content storage and retention
- Hosted viewpage

Subtotal	13,458.96
Discount	0.00
Tax	0.00
Total Invoice Due:	13,458.96

EXHIBIT C

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 568 Howard Street, Suite 300, San Francisco, California, 94105.

(b) Telephone Numbers. Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1 from 5:00 AM to 6:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, twenty-four (24) hours a day, seven (7) days a week.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at support@granicus.com.

2. Recognized Client Representatives. Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. Support Policy. When Granicus receives notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

5. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both

parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

EXHIBIT D

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the "**Hardware**") provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price.** The price for the Hardware shall be the price specified in the Proposal.
2. **Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to the Hardware. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Service Response Time.** For Hardware issues requiring replacement, Granicus shall respond (via written or verbal acknowledgment) to the request made by the Client within twenty-four (24) hours. If confirmed by Granicus that Hardware requires replacement, Granicus will deliver replacement hardware directly to the Client after such confirmation via overnight shipping. The Hardware and software will be configured to the original specs of the client. Once the Hardware is received Client's responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. **DISCLAIMER OF WARRANTIES.** NOTWITHSTANDING THE MAINTENANCE PROVIDED UNDER SECTION 7 BELOW, GRANICUS DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT, WITH RESPECT TO THE HARDWARE. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF GRANICUS.
6. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.

7. **Managed Hardware.** In the event of malfunction for Managed Hardware provided by Granicus, Granicus Hardware that is maintained as part of a managed Open Platform service will be repaired or replaced as part of the managed services as long as Client is current with Client's monthly subscription payment. The key features of the Managed Hardware are as follows:

- Robust support for hardware, O/S, and applications
- 7x24x365 phone, chat and email support from certified experts
- In the event of Hardware failure, Granicus will deliver overnight replacement hardware directly to the Client.

Escalation management. Granicus provides the above mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Managed Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not be guaranteed.

8. **Purchased Hardware Warranty.** For Hardware purchased from Granicus by Client, Granicus will provide to Client any warranty provided by the manufacturer with respect to the Hardware. Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials as long as such Hardware is then under the manufacturer's warranty.

9. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees whatsoever in the event Client uses non-approved hardware.

10. **Client Changes to Managed Hardware Prohibited.** In the event changes are made by Client to the managed hardware without the approval of Granicus, Granicus may charge Client a one-time fee of two hundred fifty (\$250.00) dollars to restore the system back to standard settings. Such changes may include, but are not limited to: operating system level changes; third party software installations; changes to Granicus software, and/or configurations; and/or changes to third party system and/or network monitoring tools.

[end of Hardware Exhibit]

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.

Added at Agenda
Session 12-11-12

D.10

City Council Agenda Items
and
Contracts, Leases or Agreements

12/18/2012

City Council Meeting Date
Agenda Items Only

Paul A Becker

Submitted By

Finance and Internal Services

Division

Finances and Internal Services

Department

Action Required:

This request is to create and appropriate the Parking Deck Project Fund to provide for the construction of a deck facility in the Dickson Street area in the 2013 budget. This project will be financed by the previously approved revenue bond issue as well as Parking Fund reserves.

\$6,200,000

N/A

Cost of this request

4460 0956 6884.00

460 0956 6602.13

4560 9560 5804.00

Account Number

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Paul A. Becker

Department Director

12-10-2012

Date

Previous Ordinance or Resolution #

Original Contract Date:

J. B. Kelly

City Attorney

12-11-12

Date

Original Contract Number:

Paul A. Becker

Finance and Internal Services Director

12-11-2012

Date

Received in City
Clerk's Office

12-10-12 P04:14 RCVD

K. King

Chief of Staff

Don Mar

12-11-12

Date

Received in
Mayor's Office

ENTERED

12-11-12

LB

Mayor

L. M. Jordan

12/11/12

Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr Chief of Staff

From: Paul A Becker

Date: December 10, 2012

Subject: To establish and appropriate funds for the Parking Deck Construction Fund

PROPOSAL: At this time the City is in the process of selling parking deck revenue bonds in the face amount of approximately \$6,220,000. From that sale the City is expected to receive \$5,800,000 for the project. The balance of the necessary funding would come from the Parking Fund. The established construction fund requested is \$6,200,000. This appropriation will be added to the 2013 budget.

RECOMMENDATION: That the City Council approves the creation of and the appropriation of the Parking Deck Project Fund pursuant to the attached resolution. The new fund number would be Fund 4560 and called the Parking Deck Project Fund.

BUDGET IMPACT: The creation of a \$6,200,000 Parking Deck Project Fund. This additional appropriation will be made to the 2013 budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO THE 2013 ANNUAL BUDGET IN THE AMOUNT OF \$6,600,000.00 TO PROVIDE FOR THE CONSTRUCTION OF A PARKING DECK FACILITY IN THE DICKSON STREET ENTERTAINMENT DISTRICT AND CREATING A PARKING DECK PROJECT FUND

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 to the 2013 Annual Budget, a copy of which is attached as Exhibit "A", in the amount of \$6,600,000.00 to provide for the construction of a parking deck facility in the Dickson Street Entertainment District and creating a Parking Deck Project Fund.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO THE 2013 ANNUAL BUDGET IN THE AMOUNT OF \$6,600.000.00 TO PROVIDE FOR THE CONSTRUCTION OF A PARKING DECK FACILITY IN THE DICKSON STREET ENTERTAINMENT DISTRICT AND CREATING A PARKING DECK PROJECT FUND

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 to the 2013 Annual Budget, a copy of which is attached as Exhibit "A", in the amount of \$6,600.000.00 to provide for the construction of a parking deck facility in the Dickson Street Entertainment District and creating a Parking Deck Project Fund.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

D. 10
Parking Deck Project Fund
Page 5 of 6 V12.0724

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

<i>Paul A. Becker</i> 12-10-2012 Division Head Date <i>[Signature]</i> 12-11-12 Budget Director Date <i>Paul A. Becker</i> 12-10-2012 Department Director Date <i>Paul A. Becker</i> 12-10-2012 Finance Director Date <i>[Signature]</i> 12-11-12 Chief of Staff Date <i>[Signature]</i> 12/11/12 Mayor Date	Prepared By: _____ kspringer Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date Posted to General Ledger Checked / Verified
--	---

tabbles®

EXHIBIT

A

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

*Added at Agenda
Session 12-11-12
D. 11*

12/18/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Parking
Division

Utilities
Department

Action Required:

Approve a contract amendment with Garver, LLC, increasing the contract by \$675,000, for the design of the downtown/ entertainment district parking deck, and approve a \$20,000 contingency, contingent upon City Council approval of funding in the 2013 budget.

\$ 695,000

Cost of this request

N/A

Category / Project Budget

Entertainment District Parking Deck

Program Category / Project Name

2130.9132.5314.00

Account Number

\$

-

Funds Used to Date

Entertainment District Parking Deck

Program / Project Category Name

11028.1201

Project Number

N/A

Remaining Balance

Off-Street Parking

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

David Jurgens
Department Director

11 Dec/12
Date

Previous Ordinance or Resolution #

5457

42-12

Original Contract Date:

11/15/2011

2/21/2012

David Kelley
City Attorney

12-11-12
Date

Original Contract Number:

2230

Paul a. Buder
Finance and Internal Services Director

12-11-2012
Date

Received in City
Clerk's Office

12-11-12 A11:46 RCVD

Don Man
Chief of Staff

12-11-12
Date

Received in
Mayor's Office

Donald Jordan
Mayor

12/11/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: December 11, 2012

Subject: Garver Engineers Parking Deck Design Contract Amendment for \$675,000

RECOMMENDATION

City Staff recommends approving a contract amendment with Garver, LLC, increasing the contract by \$675,000, for the design of the Entertainment District parking deck, and approve a \$20,000 contingency, all contingent upon City Council approval of funding in the 2013 budget.

BACKGROUND

The City of Fayetteville is constructing a parking deck in the downtown area/entertainment district to relieve current parking shortfalls and allow for increased parking demand in the area. A request for qualifications for professional design services was published in November, 2011. Eleven statements of qualification were received; the selection committee selected the team led by Garver engineers. Engineering services under this selection cover all three phases for the overall outcome of a designed parking deck in downtown Fayetteville: Phase 1, Site Selection & Preliminary Design; Phase 2, Schematic Design & Project Development; and Phase 3, Construction Administration Services. The contract for Phase 1, Site Selection & Preliminary Design, was awarded on February 12, 2012; the Garver team completed the Site Selection Study. On December 4, the City Council selected the Theater Lot – the lot on which the Walton Arts Center theater is located – as the location on which the deck will be built.

DISCUSSION

This contract amendment is for Phase 2, , Schematic Design & Project Development, with the objective of designing the structure, and performing all associated work required to develop the design and construct the project. This work will include additional geotechnical services, detailed design, coordination with the Walton Arts Center and their architects, and identification of other actions that are required to develop the final design. Upon completion of this work, the City will be able to begin construction. Phase 3, construction phase services – inspecting the construction while underway- will be negotiated when the design nears completion.

BUDGET IMPACT

Funding for this portion of the contract is coming from parking revenue bond proceeds, and is contingent upon these proceeds being appropriated by the City Council in the 2013 budget. These funds will be available in project 11028.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT AMENDMENT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$675,000.00 FOR THE DESIGN OF THE DICKSON STREET ENTERTAINMENT DISTRICT PARKING DECK, AND APPROVING A PROJECT CONTINGENCY OF \$20,000.00, ALL CONTINGENT UPON THE APPROVAL OF FUNDING IN THE 2013 ANNUAL BUDGET

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 amendment with Garver, LLC in an amount not to exceed \$675,000.00 for the design of the Dickson Street Entertainment District Parking Deck, a copy of which is attached to this Resolution as Exhibit "A", and approving a project contingency of \$20,000.00, all contingent upon the approval of funding in the 2013 annual budget.

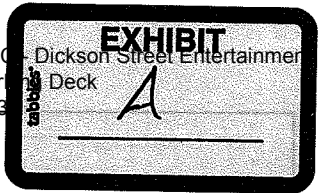
PASSED and APPROVED this 18th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
Project No. 11047180**

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, dated _____, 2012 shall amend the original contract between the **CITY OF FAYETTEVILLE** (Owner) and **GARVER, LLC** (Engineer), dated February 21, 2012 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds design and surveying services for the:

Construction of an approximately 300 space Parking Deck to be located in the Downtown/Dickson Street area including the associated liner buildings and infrastructure improvements.

The original contract is hereby modified as follows:

SECTION 5 – PAYMENTS TO GARVER

5.1 Compensation

Increase the not to exceed amount by \$675,000.

EXHIBIT A – SCOPE OF SERVICES

Replace Exhibit A of the original contract is its entirety with the Exhibit A attached to and made a part of this Amendment No. 1. This amendment adds Phase 2 services to the original agreement.

EXHIBIT B – SUMMARY OF COSTS

Replace Exhibit B of the original contract is its entirety with the Exhibit B attached to and made a part of this Amendment No. 1.

AGREEMENT BETWEEN GARVER AND SUBCONSULTANTS FOR PROFESSIONAL SERVICES

The two attached subconsultant agreements between Garver and Carl Walker, Inc. and Garver and AFHJ Architects shall be made a part of this Amendment No. 1.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

OWNER

ENGINEER

CITY OF FAYETTEVILLE

GARVER, LLC

By: _____

By: _____

Title: _____

Title: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A

DOWNTOWN PARKING DECK

SCOPE OF SERVICES

1.0 ENGINEER'S SERVICES

GARVER and its subconsultants that comprise the project team will provide design services to assist the City of Fayetteville in site selection, design and construction of an approximately 250 space municipal parking deck and replacement of the Walton Art Center (WAC) Administrative Offices in the downtown area. More specifically, GARVER proposes to accomplish the following:

1.1 PHASE 1 – SITE SELECTION & CONCEPTUAL DESIGN

1.1.1 Data Collection

- A. The project team comprised of representatives from Garver, Carl Walker, Inc., AFHJ Architects, and KB Architects will schedule and participate in meetings with members of the City Staff to determine program goals, design criteria, and development guidelines. At a minimum, the design team will meet with the following City Departments/Divisions:
 - 1. City Administration.
 - 2. Parking Management Division.
 - 3. Development Services Department.
 - 4. Utilities Department.
 - 5. City Council.
- B. The project team will meet with representatives of the Walton Art Center.
- C. Garver will meet and coordinate with all franchise utility companies to obtain an inventory of utilities within the study areas and a written statement regarding the available capacity.
- D. Meeting notes of the data collection meetings will be taken and distributed to all attendees for approval.
- E. Gather information related to historic buildings, cultural factors, natural features, existing zoning and city regulations, mixed use viability, and identify LEED design principles that may impact design and cost.
- F. The project team will visit the four potential sites for the purposes of verifying existing conditions.

- G. The project team will coordinate with the Utilities Director to obtain all studies, reports, drawings, topographical maps, property surveys and other available documents related to the four potential sites.

1.1.2 Public Involvement

The project team will conduct a total of two public involvement meetings. The meetings will be formatted to be walk-in type and be scheduled on the same day, generally 11:00 to 2:00 and 4:00 to 7:00. The City will be responsible for locating and arranging facilities for the public meeting/workshop in the vicinity of the project and be responsible for publishing all public notices.

The project team will prepare all necessary press releases, handouts, questionnaires, and graphic exhibits for the meetings. Public comments will be recorded, evaluated, and included in a Public Meeting Summary Report.

1.1.3 Geotechnical Services

Garver will coordinate and subcontract with Grubbs, Hoskyn, Barton & Wyatt to provide geotechnical investigations and recommendations for the selected site. In general, the scope will include:

- A. A maximum of ten additional borings approximately 70-ft in depth, obtaining undisturbed soil samples or Standard Penetration Values at 2- to 5-ft intervals or at a change in soil/rock stratum, and also obtaining representative rock cores.
- B. Install piezometers to monitor groundwater levels.
- C. Perform an adequate laboratory testing program after the borings are completed to determine the physical characteristics and engineering properties of the foundation and subgrade soils and rocks.
- D. Prepare an engineering report with the results of the borings, subsurface conditions, seismic classification, and recommendations for foundation design, below-grade walls, site grading and construction criteria.

1.1.4 Site Evaluations

Garver will subcontract with Carl Walker, Inc. and AFHJ Architects to perform portions of the site selection services. The scope for the services to be provided by the subconsultants are attached and made a part of this agreement. The scope for the project team will include:

- A. Evaluation of the existing water and sewer facilities in detail based on the information provided by the City to determine improvements necessary to meet fire protection and other loads associated with the parking deck. Coordination will be made with the City of Fayetteville to determine existing water main pressures and fire hydrant flows.
- B. Evaluation of the four identified sites (West Avenue Site, Spring Street Site, Walton Art Center Site, and School Avenue Site) based upon the following criteria:

1. Topography, Utilities, and Environmental Conditions.
 2. Interface with surrounding street system.
 3. Vehicular and pedestrian ingress/egress.
 4. Ability for future parking deck expansion.
 5. Construction staging and access considerations.
 6. Functional efficiency and construction cost savings for the garage.
 7. Passive and active patron safety factors.
 8. Impact on neighboring properties.
 9. Geotechnical Investigation as it pertains to the structural system for the garage, both for gravity loads and seismic considerations.
 10. Impact on current parking revenues.
 11. Ability to utilize LEED design principles. In addition, design team to identify potential principles and provide estimated costs for program inclusion consideration.
 12. Architectural Design.
 13. Cultural and Historic Factors.
 14. Zoning/Development Regulations.
- C. Develop conceptual garage functional layouts (maximum of three alternatives per site) in order to evaluate each site relative to garage functionality, capacity and flexibility to meet project goals.
- D. Develop Architectural guidelines and elevations (maximum of four) for each of the four sites adequate for conceptual cost estimating.
- E. Develop conceptual site plans (maximum of four) adequate for conceptual cost estimating.
- F. Develop design criteria based on local and national code requirements including Life Safety Concerns, Open Parking Structure, American Disabilities Act and Wind/Seismic Design Criteria.
- G. Develop an opinion of probable costs (maximum of four) in sufficient detail to be utilized for a comparison of the four sites. More detail cost estimating will be performed on future phases to determine programming costs.

1.1.5 Report Preparation

- A. Prepare a written report that summarizes all of the information collected from the data collection stage, geotechnical recommendations, and findings from the site evaluations.
- B. Develop a pros/cons matrix for each site.
- C. Provide a recommendation of the preferred site.
- D. Prepare a City Council presentation summarizing all findings and recommendations. Presentation will be given by the entire project team at one meeting.

1.2 PHASE 2 – SCHEMATIC DESIGN AND PROJECT DEVELOPMENT

Garver will subcontract with Carl Walker, Inc. and AFHJ Architects to perform portions of the Phase 2 services. The scope for the services to be provided by the subconsultants are attached and made a part of this agreement. The scope for the project team will include:

1.2.1 Schematic Design

- A. Perform a topographic and boundary survey of the selected site. Garver will provide field survey data for designing the project, and this survey will be tied to the Owner's control network. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over four inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction. Garver will locate existing monumentation representing the property boundary.
- B. Perform a detailed site evaluation, in order to more fully define matters of egress (during construction and afterward), access especially for the handicapped, routing of utilities, programmatic relationships between new and existing site structures and components, and identify any special features which might affect project scope, design, cost, or schedule. Consideration shall be given to the Project phasing and site access during construction of each phase in order to maintain the minimal disruption to the downtown area.
- C. Prepare and submit a Large Scale Development Plan to the City Planning Division that meets all applicable City Unified Development Code requirements. Attend Technical Plat Review, Subdivision Committee and Planning Commission Meetings. Plans to be prepared for Large Scale Development approval include:
 - 1. Boundary Survey
 - 2. Site Plan
 - 3. Preliminary Grading/Drainage Plans and Report
 - 4. Tree Preservation/Landscape Plan
 - 5. Utility Plan
 - 6. Elevations showing all four sides of each proposed parking deck with material sample board
- D. Prepare Schematic Drawings including site plans, elevations, and sections showing the key architectural and engineering features of the proposed construction and the key relationships between the new structure and the adjacent existing facilities. The Schematic Drawings shall be based upon information gathered during the Site Selection and the Large Scale Development Phase and building upon the conceptual

site plans. The Schematic Drawings will represent 30 percent of final construction contract plans.

- E. Prepare Outline Specifications including the identification and description of each of the major materials, systems, and assemblies required for the project, in sufficient detail to enable them to be adequately budgeted.
- F. Prepare a Schematic Phase Opinion of Probable Costs to verify that the Project continues to meet budgetary requirements and to take appropriate corrective action as necessary.
- G. Prepare project schedule utilizing a Critical Path Method (CPM) concept based upon all information acquired during the Study and Schematic Design Phases.
- H. Local members of the Project Team will coordinate all schematic design tasks with the City Parking Deck Review Team on a bi-monthly basis. Final Schematic Drawings, Outline Specifications, and Opinion of Probable Costs will be presented to the City Parking Deck Review Team for review and comments.

1.2.2 Geotechnical Services

Garver will coordinate and subcontract with Grubbs, Hoskyn, Barton & Wyatt to provide geotechnical investigations and recommendations for foundations and retaining wall systems for the site including:

- A. Drill up to eight (8) additional borings at the Theater site to approximately 60- to 70-ft depth, obtaining undisturbed soil samples or Standard Penetration Values at 2- to 5-ft intervals or at a change in soil/rock stratum, and also obtaining representative rock cores.
- B. Install piezometers to monitor groundwater levels.
- C. Perform an adequate laboratory testing program after the borings are completed to determine the physical characteristics and engineering properties of the foundation and subgrade soils and rocks.
- D. Prepare an engineering report with the results of the borings, subsurface conditions, seismic classification, and recommendations for foundation design, below-grade walls, site grading and construction criteria.

1.2.3 Preliminary Design Development

- A. Coordinate with all known franchise utility companies for relocations as necessary and for service to the project. Garver will prepare load letters, requesting commitments for any potential service enhancements required to service the new facility.
- B. Prepare Preliminary Design Drawings of the City Parking Deck and the adjoining WAC Administration Offices including detailed civil site, structural, mechanical, electrical,

plumbing, landscaping and architectural plans. The preliminary design phase will represent 60 percent of final construction contract plans.

- C. Prepare a Preliminary Phase Opinion of Probable Costs. Potential cost-saving measures and/or bid alternates will be identified, quantified and brought to the attention of the City for final project decisions.
- D. Update project schedule as necessary to accurately reflect not only the time required for construction of the permanent improvements but also the time required to construct any temporary structures as well as any time necessary for review and approval of City and State Agencies.
- E. Local members of the Project Team will coordinate all preliminary design tasks with the City Parking Deck Review Team on a bi-monthly basis. Preliminary design drawings, documents, and Opinion of Probable Costs will be presented to the City Parking Deck Review Team and City Council for review and comments.

1.2.4 Final Construction Documents

- A. Coordinate with all known franchise utility companies as necessary to finalize relocations and facility services.
- B. Prepare and submit final construction documents plus any other required submissions specific to the final phase. Prepare site/civil plans including earthwork/grading, drainage, drainage report, site utilities, lighting, sidewalk/pavement/curb restoration, fencing, landscaping, and soil erosion & sediment control at appropriate scales to clearly depict footprints of existing and proposed structures, site entrances, vehicular and pedestrian circulation, utilities, and other major project features.
- C. Prepare and submit Specifications in accordance with project requirements utilizing City General Conditions and City bid document requirements. All documents shall be integrated into a Project Manual.
- D. Prepare Final Opinion of Probable Costs based on the construction documents. Bid Alternates will be clearly identified and descriptions will be finalized for inclusion in the Bid Form.
- E. Prepare, submit and coordinate approval with the following agencies: ADEQ, Arkansas Health Department, and City Development Department.
- F. Local members of the Project Team will coordinate all final construction design tasks with the City Parking Deck Review Team on a bi-monthly basis. Final construction drawings, documents, and Opinion of Probable Costs will be presented to the City Parking Deck Review Team for review and comments.
- G. Respond to all review comments received from the City and State agencies having jurisdiction over the project. Submit sealed and signed final construction plans and documents.

1.2.5 Contractor Procurement and Contract Award

The construction contract for this project will be by negotiated purchasing. The tasks for the project team will include:

- A. Review Statements of Qualifications of contractors and attend interviews of the short-listed construction companies. Provide advice to the City Selection Committee.
- B. Coordinate with the selected contractor to determine project costs and to identify specific project related items that will reduce project costs.

1.3 PHASE 3 – CONSTRUCTION ADMINISTRATION SERVICES

The scope and fee for this portion of the agreement is specifically excluded and will be added by amendment at the request of the City.

2.0 CITY OF FAYETTEVILLE

The City of Fayetteville's responsibilities shall include providing the following:

- 2.1 Right of entry to the properties.
- 2.2 Adjacent property owner notifications and public meeting notices.
- 2.3 Previous available surveys, reports, etc.
- 2.4 Paying all plan review fees and advertising costs.
- 2.5 Furnishing all permits and providing permit review fees.
- 2.6 Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.
 - a. Utility locations provided by the City of Fayetteville will be derived from GIS.
- 2.7 Spot digging and determination of utilities at critical locations.
- 2.8 Coordination and fees associated with regulatory agencies such as but not limited to AHTD, ADH, AQEQ, USACE, ARKUPS, Utility Owners, Property Owners, U.S. Fish and Wildlife, and State Historic Preservation Office.

3.0 EXCLUSIONS

For clarification, our proposed scope of services does not include the following but will be considered as extra work as directed by the City in writing for an additional agreed upon by the City and Garver:

- 3.1 Utility relocation design other than water and sewer.
- 3.2 Vehicular counts of existing traffic.
- 3.3 Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items including site assessments.
- 3.4 Changes to major design elements after previous direction or approval or redesign to accommodate City of Fayetteville's budget after receipt of construction costs that exceed the Engineer's cost opinions.
- 3.5 Record Research and Property Acquisition Documents.
- 3.6 Submittals or deliverables in addition to those listed herein.
- 3.7 Construction materials testing.
- 3.8 Property Line Adjustments and Lot Splits.
- 3.9 Walton Arts Center Administration Building programming and Schematic plan and elevations.
- 3.10 PHASE 3 – Construction Administration Services which includes all services during and after construction.

4.0 PROJECT DELIVERABLES

The following will be submitted to the City of Fayetteville, or others as indicated, by Garver:

- 1. Digital copies of meeting meetings to all attendees.
- 2. Two (2) copies of LSD documents.
- 3. Two (2) copies of Geotechnical Report.
- 4. Four (4) copies of the Schematic Design Plans and documents.
- 5. Four (4) copies of the Preliminary Design Plans and documents.
- 6. Four (4) copies of the Final Construction Plans and documents for review.
- 7. Four (4) copies of the revised Final Construction Plans and documents.
- 8. Electronic copies of all submittals and files as requested.

5.0 SCHEDULE

The time periods for the performance of GARVER's Services as set forth in Phase 2 of said Agreement are as follows:

<u>Phase Description</u>	<u>Calendar Days</u>
Survey	30 calendar days from start date
Geotechnical Investigation	60 calendar days from start date
Large Scale Development Submittal	60 calendar days from start date
Schematic Phase Design	15 calendar days from approval of the LSD
Preliminary Phase Design	60 calendar days from written approval of the Schematic Design
Final Construction Documents	60 calendar days from written approval of the Preliminary Design

6.0 COMPENSATION

The method of payment for Services rendered by GARVER shall be as follows. GARVER, shall invoice the CITY OF FAYETTEVILLE for time spent on the project at the rates described in Appendix B for each classification of Garver's personnel. In addition, reimbursable expenses including but not limited to printing, courier service, reproduction, travel, and subconsultants. The maximum not to exceed amount for all scope items in this project shall be **\$910,900**.



EXHIBIT B
Fayetteville Downtown Parking Deck - Amendment 1
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 90.00
E-2.....	\$ 105.00
E-3.....	\$ 126.00
E-4.....	\$ 147.00
E-5.....	\$ 180.00
E-6.....	\$ 220.00
Planners	
P-1.....	\$ 107.00
P-2.....	\$ 128.00
Designers	
D-1.....	\$ 84.00
D-2.....	\$ 115.00
Technicians	
T-1.....	\$ 73.00
T-2.....	\$ 95.00
Surveyors	
S-1.....	\$ 43.00
S-2.....	\$ 54.00
S-3.....	\$ 71.00
S-4.....	\$ 102.00
S-5.....	\$ 130.00
2-Man Crew (Survey).....	\$ 164.00
3-Man Crew (Survey).....	\$ 203.00
2-Man Crew (GPS Survey).....	\$ 184.00
3-Man Crew (GPS Survey).....	\$ 223.00
Construction Observation	
C-1.....	\$ 81.00
C-2.....	\$ 112.00
C-3.....	\$ 148.00
Administration	
X-1.....	\$ 51.00
X-2.....	\$ 68.00
X-3.....	\$ 115.00

EXHIBIT B

CITY OF FAYETTEVILLE DOWNTOWN PARKING DECK

FEE SUMMARY

	Original Agreement	Amendment 1	Totals
Phase 1 - Site Selection			
<i>Geotechnical Services (Grubbs, Hoskyn, Barton & Wyatt)</i>	\$76,000.00	\$0.00	\$76,000.00
<i>Architectural Services (AFHJ Architects/KB Architects)</i>	\$64,900.00	\$0.00	\$64,900.00
<i>Parking Garage Specialist (Carl Walker, Inc.)</i>	\$55,000.00	\$0.00	\$55,000.00
<i>Prime Consultant - Garver</i>	\$40,000.00	\$0.00	\$40,000.00
Subtotal for Phase 1 Services	\$235,900.00	\$0.00	\$235,900.00
Phase 2 - Schematic Design and Project Development			
<i>Utility Marking (ARKUPS)</i>	\$0.00	\$750.00	\$750.00
<i>Title Research (Elite Title)</i>	\$0.00	\$250.00	\$250.00
<i>Geotechnical Services (Grubbs, Hoskyn, Barton & Wyatt)</i>	\$0.00	\$28,000.00	\$28,000.00
<i>Surveys</i>	\$0.00	\$15,000.00	\$15,000.00
Schematic Design Development			
Garver	\$0.00	\$79,700.00	
Carl Walker - Parking Deck Specialist	\$0.00	\$38,400.00	
AFHJ Architects	\$0.00	\$28,100.00	\$146,200.00
Preliminary Project Design			
Garver	\$0.00	\$102,300.00	
Carl Walker - Parking Deck Specialist	\$0.00	\$45,000.00	
AFHJ Architects	\$0.00	\$37,500.00	\$184,800.00
Construction Documents			
Garver	\$0.00	\$106,100.00	
Carl Walker - Parking Deck Specialist	\$0.00	\$86,700.00	
AFHJ Architects	\$0.00	\$75,000.00	\$267,800.00
Construction Contract Procurement			
Garver	\$0.00	\$17,900.00	
Carl Walker - Parking Deck Specialist	\$0.00	\$4,900.00	
AFHJ Architects	\$0.00	\$9,400.00	\$32,200.00
Subtotal for Phase 2 Services	\$0.00	\$675,000.00	\$675,000.00
Phase 3 - Construction Administration Services			
<i>Construction Materials Testing</i>	\$0.00	\$0.00	\$0.00
<i>Construction Phase Services</i>	\$0.00	\$0.00	\$0.00
<i>Project Close-Out</i>	\$0.00	\$0.00	\$0.00
<i>Post-Occupancy Review</i>	\$0.00	\$0.00	\$0.00
Subtotal for Phase 3 Services	\$0.00	\$0.00	

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
Carl Walker Subconsultant Agreement
Project No. 11047180

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, dated _____, 2012 shall amend the original subconsultant agreement between GARVER, LLC (Garver) and Carl Walker, Inc. (Subconsultant), dated February 21, 2012 referred to in the following paragraphs as the original subconsultant agreement.

This Contract Amendment No. 1 adds design services for the:

Installation of a new municipal parking deck facility to be located on the Theater Site immediately south of the Walton Arts Center including the removal and replacement of the Administration Offices.

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

Section 2 of the original contract is hereby amended as follows:

The subconsultant will perform the additional services as described in the attached scope of services from the subconsultants dated December 11, 2012.

SECTION 3 – PAYMENT

Section 3 of the original contract is hereby amended as follows:

For the work described in the attached scope of services for Amendment No. 1, Garver will pay the Subconsultant for time spent on the project, at the rates shown in the Subconsultant proposal for each classification of Subconsultant's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount to be paid to the subconsultant under this amendment may not exceed **\$175,000**.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CARL WALKER, INC.

By: _____

Title: _____

ATTEST: _____

GARVER, LLC

By: _____

Title: _____

ATTEST: _____



December 11, 2012

Mr. Ron Petrie, PE
Senior Project Manager
Garver, LLC
2049 East Joyce Blvd
Suite 400
Fayetteville, AR 72703
rspetrie@garverusa.com

Re: Fayetteville Downtown Parking Structure – Phase 2 Design
Fayetteville, Arkansas
Carl Walker, Inc. Proposal N3-11-083bR3

Dear Ron:

Carl Walker, Inc. is pleased to submit this proposal to you to provide professional *Parking Facility Design Consulting* services for the above mentioned project in Fayetteville, Arkansas. Our scope of services is described in detail below, but in general we will provide consulting services incorporating the disciplines of Structural Engineering and Parking Consulting for this second phase of this parking facility project, the design and bidding.

As specialists in the design and construction of multi-level parking structures, we believe that our expertise will be an asset for you and the owner in developing a user-friendly and cost-effective parking facility. As we work through our firm's 29th year in business, our experienced staff of designers can proudly reflect on thousands of projects, hundreds of parking structures and millions of parking spaces for clients nationwide.

PROJECT UNDERSTANDING

Based upon the information we've received during the site selection study phase of this project, we understand that this new parking facility will provide parking for 246 cars. We understand that patrons will primarily be visitors associated with the adjacent *Walton Arts Center*, local retail and restaurant destinations and some individuals who will park and walk west towards the *University of Arkansas* campus.

The photo to the right depicts the four (4) original sites considered for this parking facility. They generally bound the west, south and east sides of the *Walton Arts Center* development. On December 4, 2012 the *City of Fayetteville* agreed upon the Theater Site as the location for this new parking structure. This garage will utilize either a precast-prestressed concrete or a cast-in-place, post-tensioned concrete structural system. Exterior architectural elements of the garage will be similar and complimentary to the arts center and





Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

neighboring community development. It is assumed that this garage will be a primarily above grade, free standing and open parking structure. Site conditions will cause some portions of the garage to be partially below grade. Some retail space liner building (up to two stories) in the garage, at least in shell form will be provided in the garage. Any retail liner building extending outside of the garage structural frame is not included in our scope of work. Shell space for WAC back of house would be included with the Theater Site parking garage design, but it is not included in our scope of work.

This second phase of the project will cover design and bidding for the parking structure. Currently the City of Fayetteville has a timeline of approximately 6 months for the design portion of this phase of the project, with bidding (assuming CM delivery method) immediately following design. Construction of this garage will then commence after that as the next phase of this project. Length of schedule increases brought forth by parties outside of Carl Walker, Inc.'s control, which increase the need for labor and expenses on our part beyond the basic services included with this proposal will be subject to additional services increases in the fee cap set forth in this proposal for our work.

We currently estimate the following timeline (calendar days) for the key tasks associated with this work:

Task 1: Schematic Design	35 days from Notice-To-Proceed (NTP)
Task 2: Design Development	55 days after 14 day City Review of Task 1
Task 3: Construction Documents	90 days after 14 day City Review of Task 2
Task 4: Bidding	35 days after Task 3 documents issued for bid

SCOPE OF SERVICES

As noted above, **Carl Walker, Inc.** will function as the *Parking Facility Design Consultant* for this new facility. In this capacity, we will provide functional and structural design consulting with our in-house staff. We will develop plans and specifications for the construction of the project, in accordance with information provided by Garver, the owner and all applicable building codes. See below and attached for a detailed Scope of Services for our work. For the design portion of our proposed scope, **Carl Walker, Inc.** will act as the Engineer-Of-Record on this parking facility only for those elements included within our scope of work.

Not included in our scope are other building design (e.g. the WAC Administration Building), architecture, geotechnical engineering, foundations (piers, piles, caps, retaining walls, grade walls, pits) structural engineering, stair/elevator tower structural engineering, MEP engineering, civil engineering, landscape architecture, surveying, street traffic engineering (roadway/intersection improvements), traffic impact analysis, environmental, security systems, architectural graphics or construction costing and scheduling. If necessary, we can assist in obtaining these services. It is also assumed that Garver will provide **Carl Walker, Inc.** the following information:

1. Geotechnical soils investigation with foundation recommendations.
2. Site survey with grade contours and existing utility information, both above and below grade.
3. All relevant programming and planning information necessary for us to perform our parking facility design work.

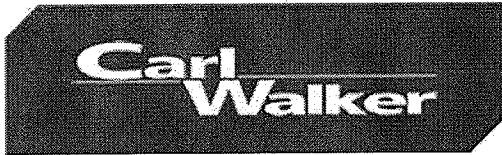


Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

Carl Walker, Inc. will...

Schematic and Design Development Phases

- A. Meet with the Owner and the rest of the design team as required to determine the full program of requirements for the parking facility.
- B. Participate in design team meetings as the project progresses. This proposal includes up to two (2) in-person meetings during the SD and DD phases combined, with all other participation via web and teleconference.
 - 1. Coordinate design needs with project consultants.
- C. Develop entry/exit lane configuration layouts.
- D. Develop internal traffic flow for the garage.
- E. Develop layout of parking spaces for parking garage.
- F. Confirm parking deck capacity.
- G. Determine operational flexibilities.
- H. Develop structural column grid and concrete superstructure.
- I. Per code and Owner needs, determine locations of additional stairs and other parking deck elements.
- J. Determine basic parking control equipment requirements.
- K. Develop and coordinate the following concepts with design team:
 - 1. Passive Security Features.
 - 2. Maintenance-Free Design Features.
 - 3. Internal Vehicular Signage and Graphics.
 - 4. Parking Control Equipment.
 - 5. Structural Systems.
 - 6. Expansion Joint Systems.
 - 7. Deck Sealers and Toppings.
 - 8. Mechanical Engineering (coordination only)
 - 9. Deck Drainage.
 - 10. Fire Protection System (coordination only)
 - 11. Garage Ventilation (coordination only)
 - 12. Electrical Engineering (coordination only)
 - 13. Lighting (coordination only)
 - 14. Civil Engineering (coordination only)
 - 15. Traffic Engineering (coordination only)
 - 16. Landscape Architecture (coordination only)
 - 17. Geotechnical Engineering (coordination only)
 - 18. Site Survey (coordination only).
 - 19. Environmental Engineering (coordination only)
 - 20. Security Systems (coordination only).
 - 21. Costing and Scheduling (coordination only)
- L. Provide complete structural design of the parking garage only.
 - 1. Concrete Superstructure.
 - 2. Perimeter Garage Restraint System.
 - 3. Foundations and stair/elevator towers (as noted above) are not included in our scope of work.
- M. Develop structural durability features for parking garage.
 - 1. Volume Change Restraints.
 - 2. Resistance to Humidity and Environment.



Mr. Ron Petrie
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December 11, 2012

- N. Develop design based on local and national code requirements including the following concerns:
 - 1. Life Safety Concerns.
 - 2. Open Parking Structure
 - 3. Americans with Disabilities Act.
 - 4. Wind and seismic design criteria.
- O. Provide information to Garver representatives for coordination sessions with the Owner and City of Fayetteville building officials.
- P. Review data for variances as may be required.
- Q. Prepare Owner review submittals for parking and structural.

Construction Document Phase

- A. Continue refinement of concepts from design development phase.
- B. Participate in design team meetings as the project progresses throughout the Construction Document Phase. This proposal includes up to two (2) in-person meetings during the CD phase, with all other participation via web and teleconference.
 - 1. Coordinate design needs with project consultants.
- C. Prepare Construction Documents incorporating the following disciplines:
 - 1. Functional Parking Consulting
 - 2. Structural Engineering for garage superstructure only
- D. Collaborate with other specialty consultants through Garver:
 - 1. Traffic Engineering
 - 2. Surveyor
 - 3. MEP Engineer
 - 4. Civil Engineer
 - 5. Foundations Structural Engineer
 - 6. Environmental Engineer
 - 7. Landscape
 - 8. Security Systems.
 - 9. Costing and Scheduling.
- E. Provide written technical specifications to support the construction documents for parking and structural.

Bidding Phase

- A. Respond to RFIs on work specified and/or detailed by **Carl Walker, Inc.**
- B. Generate and issue addenda as required
- C. Coordinate with project consultants

PROFESSIONAL FEES

Based upon our project understanding and the Scope of Services discussed above, we are proposing a professional fee (hourly labor plus expenses) up to a maximum limit of \$175,000. Project related expenses such as travel, communications; delivery, reproductions, printing, etc. are included in this fee cap. Our labor will be billed in accordance with the attached Fee Schedule, which will be updated to new rates effective March 1, 2013.



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

FEE EXCLUSIONS

Carl Walker, Inc.'s project related coordination efforts with the following tasks and consultants are included within the proposed design fees. Costs for these Owner and Contractor provided surveys, testing, inspections and consultants are not part of the above referenced design fees.

- Permits, Fees, or Other Related Miscellaneous Expenses
- Topographic and Utilities Survey
- Boundary Line Surface Survey
- Hydrology Study
- Architecture
- Civil Engineering
- MEP Engineering
- Construction Soils Testing
- Construction Materials Testing
- Special Inspections
- Environmental Impact Assessment
- Interior Design
- Traffic Engineering of Street or Intersection Improvements
- Geotechnical Engineering Consultant
- Foundations Structural Engineering
- Stair/Elevator tower Structural Engineering
- Other buildings Structural Engineering
- Landscape Architect
- Security Systems Consultant
- Costing and Scheduling Consultant

ADDITIONAL SERVICES

Additional services outside the Scope of Services listed above, when requested and authorized in writing, shall be performed on an hourly fee basis per the attached Fee Schedule, or a lump sum basis as negotiated with you.

TERMS AND CONDITIONS

Terms and Conditions will be as set forth in the formal contract agreement between *Garver, LLC* and **Carl Walker, Inc.**

We trust we have responded to your request for proposal. If you are in agreement with the scope of services, professional fees, and terms of this proposal, your signature in the space provided below will serve as our notice to proceed. Please return one (1) copy to our office.

If you have any questions regarding this proposal, please give me a call. We look forward to continuing working with you, the *City of Fayetteville* and the rest of the Project Team.

Thank you for considering **Carl Walker, Inc.!**



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

Sincerely,

Carl Walker, Inc.

A handwritten signature in black ink, appearing to read "Tim D. Christle".

Tim D. Christle, P.E.
Senior Vice President

ACKNOWLEDGED AND ACCEPTED

Garver, LLC

BY (NAME)

TITLE

FIRM

DATE

cc: Sonya Newman - **Carl Walker, Inc.**



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

CARL WALKER, INC.

FEE SCHEDULE FY 2012

FSWP:2012

President	\$281.00	-	\$281.00	/Hr
Executive/Senior Vice President	\$209.00	-	\$249.00	/Hr
Vice President; Managing Principal	\$183.00	-	\$209.00	/Hr
Principal	\$162.00	-	\$173.00	/Hr
Restoration Manager; Chief Engineer	\$209.00	-	\$209.00	/Hr
Senior Project Manager	\$138.00	-	\$162.00	/Hr
Project Manager; Senior Engineer	\$111.00	-	\$162.00	/Hr
Senior Architect; Senior Planner	\$122.00	-	\$122.00	/Hr
Senior Parking/Restoration Specialist	\$135.00	-	\$135.00	/Hr
Parking/Studies Specialist	\$124.00	-	\$133.00	/Hr
Project Engineer/Architect; Design Engineer	\$ 89.00	-	\$126.00	/Hr
Chief/Senior Design Technician	\$ 99.00	-	\$ 99.00	/Hr
Design/Parking Technician	\$ 80.00	-	\$ 86.00	/Hr
Restoration Specialists	\$ 79.00	-	\$ 84.00	/Hr
Restoration Technician	\$ 71.00	-	\$ 77.00	/Hr
Clerical	\$ 50.00	-	\$ 90.00	/Hr

Hourly billing rates are effective March 1, 2012 through February 28, 2013.



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

PARKING FUNCTIONAL DESIGN SCOPE OF SERVICES

Page 1 of 3

A. Functional Design

1. Review the site plans, program documents, and conceptual designs prepared to date. Confirm with Garver's direction the site constraints - footprint, location, topography, number of levels, interface with adjacent buildings, street access requirements, and related design criteria for the garage.
2. Verify the proposed type of parkers and the amount of parking to be provided in the garage. Determine special requirements for permit parking, secured/reserved parking, visitor parking, service vehicle access, etc.
3. Review potential points of ingress and egress for the garage with respect to surrounding street systems, queuing requirements, and vehicular and pedestrian movements. Recommend optimum location and configuration of entry/exit points.
4. Jointly agree on a preferred alternate for the garage, and prepare preliminary functional designs and drawings for the selected solution, depicting the following:
 - a. Internal circulation, both vehicular and pedestrian, and ramping systems.
 - b. The layout of ingress and egress areas, including interface with the surrounding street system, the number of entry/exit lanes required, and their associated queuing areas.
 - c. Accommodation for alternate-use space in/around the garage: office/shell space, security office, storage, mechanical/electrical rooms, loading zones, service vehicle access, etc. (if any applicable)
 - d. Parking geometry, including bay widths, stall sizes (full-size, ADA), parking angles, turning radii, and drive aisle widths.
 - e. Car count and efficiency.
 - f. Slopes of ramps, parking areas, and transitions.
 - g. Floor-to-floor heights and clearances.
 - h. With input from the project team, the location and number of stair and elevator towers.
 - i. Accommodations for ADA spaces and access aisles, and associated impacts on design.



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

PARKING FUNCTIONAL DESIGN SCOPE OF SERVICES

Page 2 of 3

5. In conjunction with our structural engineering efforts, provide conceptual input on structural systems for the parking structure. This input will address:
 - column spacing and layout for maximum efficiency
 - shear wall placement for sight distance and turning radii
 - floor-to-floor heights and clearance requirements
 - floor slopes for positive drainage
 - expansion or isolation joints at interfaces with alternate-use space
6. Review functional design for the proposed garage with the project team.

B. Signage for Parking Areas

1. Recommend sign messages and sign locations to direct parkers and pedestrians throughout the parking areas. Provide recommendations for background color, letter height, sign size, and mounting locations. Prepare a signage plan and schedule for inclusion in the contract documents (AP drawings).
2. Provide outline specifications for signage materials and mounting details for inclusion in the project specifications.

C. Lighting and Mechanical Systems

1. Recommend appropriate lighting levels in the drive, parking, pedestrian, and entry/exit areas of the garage, for user security and comfort.
2. Recommend light fixture type, spacing, and control requirements for use by the project electrical engineer.
3. Provide input on mechanical ventilation requirements (if required), fire protection requirements, drain locations, and drain types to the project mechanical engineer.



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

PARKING FUNCTIONAL DESIGN SCOPE OF SERVICES

Page 3 of 3

D. Parking Control Equipment Specifications

1. Discuss with the Owner requirements and options for controlling access to the parking facility by the various user groups (visitors, employees, permit parkers, etc.), and jointly agree on a preferred method of operation. Confirm equipment design parameters (if any) with Owner to insure compatibility of new (or future) equipment with existing access control systems.
2. Prepare entry/exit lane sketches showing lane widths, island size and location, placement of parking control equipment (if any), and related details.
3. Prepare technical specifications and details for parking control equipment (if any) (gates, card readers, detector loops, etc.) and associated construction elements.

E. Striping Drawings

1. Based on the preliminary functional design floor plans, prepare final striping (AP) drawings for the garage depicting final layout of parking spaces, ADA spaces, pavement markings, access aisles, and entry/exit details.

F. Meetings

1. Attend regular project meetings as required (either in person as stipulated in this proposal or via teleconference) for design coordination, Owner input and review, and end-user programming issues.



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

STRUCTURAL ENGINEERING SCOPE OF SERVICES

Page 1 of 2

A. Schematic Design

1. Assist in developing and reviewing the project program.
2. Provide preliminary selection and sizing of structural elements.
3. Assist in developing preliminary design drawings and report.
4. Provide conceptual design of structural systems for the parking structure. This input will address:
 - column spacing and layout for maximum efficiency
 - shear wall placement for sight distance and turning radii
 - floor-to-floor heights and clearance requirements
 - floor slopes for positive drainage
 - expansion or isolation joints at interfaces with alternate-use space.

B. Design Development

1. Develop floor elevations and floor drain locations.
2. Evaluate the following factors during development of the superstructure design.
 - 1) Precast vs. cast-in-place system features. This garage will only be designed for one structural system type after initial SD determination of which system is most economical and best suited for this site and construction schedule.
 - 2) Volume change considerations
 - 3) Value analysis of durability systems, waterproofing and joint sealants.
 - 4) Future expansion capabilities, if required.
4. Develop structural drawings and outline specifications.

C. Construction Documents

1. Develop the structural (S) drawings and specifications for the garage superstructure system including durability features, concrete, structural steel, and parking area concrete waterproofing system.



Mr. Ron Petrie
Fayetteville Parking Garage
December 11, 2012

STRUCTURAL ENGINEERING SCOPE OF SERVICES

Page 2 of 2

2. Assist, upon request, in the analysis of alternatives/substitutions.
3. Issue addenda if required for contract document clarification.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
AFHJ Architects Subconsultant Agreement
Project No. 11047180

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, dated _____, 2012 shall amend the original subconsultant agreement between **GARVER, LLC** (Garver) and **AFHJ Architects** (Subconsultant), dated February 2, 2012 referred to in the following paragraphs as the original subconsultant agreement.

This Contract Amendment No. 1 adds design services for the:

Installation of a new municipal parking deck facility to be located on the Theater Site immediately south of the Walton Arts Center including the removal and replacement of the Administration Offices.

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

Section 2 of the original contract is hereby amended as follows:

The subconsultant will perform the additional services as described in the attached scope of services from the subconsultants dated December 6, 2012.

SECTION 3 – PAYMENT

Section 3 of the original contract is hereby amended as follows:

For the work described in the attached scope of services for Amendment No. 1, Garver will pay the Subconsultant for time spent on the project, at the rates shown in the Subconsultant proposal for each classification of Subconsultant's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount to be paid to the subconsultant under this amendment may not exceed **\$152,000**.

SECTION 5 – MISCELLANEOUS

Section 5.2 of the original contract is hereby amended as follows:

The professional liability insurance shall be increased from \$1,000,000 to \$2,000,000 for each claim.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AFHJ ARCHITECTS

By: _____

Title: _____

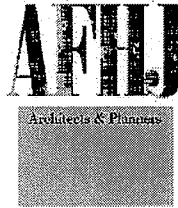
ATTEST: _____

GARVER, LLC

By: _____

Title: _____

ATTEST: _____



**City of Fayetteville Parking Deck
Proposal for Architectural Services**

12/06/2012

Mr. Ron Petrie, PE
Senior Project Manager
Garver USA
2049 East Joyce Blvd
Suite 400
Fayetteville, AR 72703

Re: City of Fayetteville Parking Structure
Phase 2 – Schematic Design and Project Development

Dear Ron,

AFHJ Architects is pleased to submit this proposal for professional services for the above mentioned facility. Our services include the design development, construction drawings and specifications for WAC administration building in coordination with WAC and Bora Architects. Work will also include required documentations and services for the exterior skin display windows and the liner buildings of the parking deck.

AFHJ will provide to Garver USA throughout the process architectural documentation required for cost estimating related to the overall project. Furthermore AFHJ will take part in negotiation services related to the design of the facility with the selected contractor in role of CM at risk.

For breakdown of such services according to the various phases of the project including the reimbursable expenses please refer to attachment "A". The hourly rate will remain the same as phase one and will not increase for this phase of the project.

The total net fee proposed is, not to exceed \$150,000 and reimbursable expenses of \$2,000 for the additional liability insurance required by Garver USA. Please refer to attachment "A" for details on the reimbursable expense.

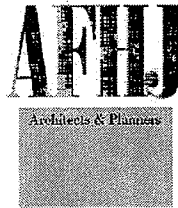
We look forward to a successful partnership.

Sincerely Yours,

Laleh Amirmoez, AIA
President

A handwritten signature in black ink, appearing to read "Laleh Amirmoez". The signature is fluid and cursive, written over a light background.

AFHJ ARCHITECTS + PLANNERS



ATTACHMENT "A"
City of Fayetteville Parking Deck

12/06/2012

City of Fayetteville Parking Structure Phase 2 – Schematic Design and Project Development Architectural Fee Breakdown			
REIMBURSABLE EXPENSES			
Additional Liability Insurance Coverage for AFHJ through April 2014	2,000		
Travel	0	One trip included in the fee	
Printing and reproduction	NA	Not in Architectural Services	
ARCHITECTURAL FEES		Included	Not included
Schematic Design	28,100	• Code and ordinance review • Parking deck elevation study in coordination with Walker • Two options presented for committee review • Presentation drawings for Planning Commission review • Liner buildings and display window designs • Coordination with Boora' • Two meetings with design team • One meeting with planning commission	• WAC admin building programming and schematic plan and elevations
Design Development,	37,500	• WAC admin building system design, material selection. preliminary details, coordination with consultants' drawings, outline specs and drawings for cost estimates by CM • Outline specifications for architectural elements of the parking deck • DD architectural drawings of exterior elevations, liner buildings, display windows, stairs and elevators • One meeting with Boora for review and coordination • Coordination with structural and MEP related to exterior façade and liner buildings • Coordinate planter and other street scape details with landscape architect • DD set for cost estimates by CM. • 2 meetings with CM and building committee to review drawings and cost estimates • One set of revisions for value engineering as required	• Consultant coordination for parking deck • Base drawings for plans, sections and elevations to be provided by CW

Construction Drawings and Specifications	75,000	• 80% complete architectural drawings for final cost estimates • Drawings include Parking deck partial floor plans related to façade; Exterior elevations; Details and sections; Graphic signage plan and details; Stair and Elevator details and sections in coordination with CW • Liner building and display window, plans elevations and details • Consultant coordination for WAC admin building • WAC admin building plans; Exterior elevations; Interior elevations; Enlarged plans; Building sections; Wall sections; Roof plan and detail; Finish schedule; Door and window schedule and details; Wall sections • Architectural specifications • Final architectural drawings provided to Garver for CM • One meeting with CM, one meeting with building committee to review cost estimates at 80% complete • Prepare addends as required	• Base drawings for plans, sections and elevations to be provided by CW • Site plans • Site details • Grading plans • Landscape plans • Parking deck plans, details and sections • Full specification manual coordination, compilation printing and reproduction • Construction drawings coordination, compilation, printing, distribution.
Bidding and Negotiations	9,400	• RFI responses • Review of architectural costs presented by CM • Provide alternative and value engineering items as required • One meeting with owner for final review	• Consultant coordination other than related to WAC admin building
Total			152000

AGENDA REQUEST

D. 12
Amend 31.17 Mayor's Compensation
of the Fayetteville Code
Page 1 of 4

*Added to Agenda
Session 12-11-12
D. 12.*

FOR: COUNCIL MEETING OF DECEMBER 18, 2012

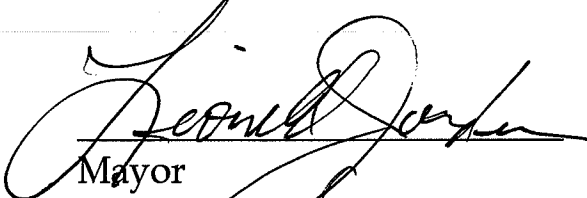
FROM:

MAYOR LIONELD JORDAN

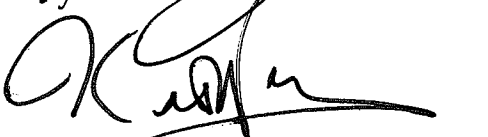
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §31.17 Mayor's Compensation Of The Fayetteville Code To Allow A Mayor To Waive In Writing The Salary Adjustment Required By (B)

APPROVED FOR AGENDA:


Mayor

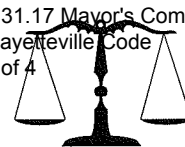
12/7/12
Date


City Attorney
(as to form)

Dec 7, 2012
Date

12-11-12 P03:22 RCVD

Kim G.



Departmental Correspondence

**LEGAL
DEPARTMENT**

www.accessfayetteville.org

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council
Sondra Smith, City Clerk
Paul Becker, Financial Director

FROM: **Kit Williams**, City Attorney

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

DATE: **December 7, 2012**

RE: Mayor's request to waive salary adjustment for 2013

Pursuant to the Mayor's request, I have drafted an amendment to §31.17 **Mayor's Compensation** which would give any mayor the right to waive salary adjustment for the upcoming year. Mayor Jordan would need to present such written waiver of salary adjustment to the City Clerk to be filed in her office no later than January 3rd of the affected year. An earlier filing would be helpful to Accounting.

A Mayor leaving office cannot use this waiver power to affect the salary adjustment for the new mayor. A new mayor would have to act by January 3rd to waive the salary adjustment.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND §31.17 MAYOR'S COMPENSATION OF
THE FAYETTEVILLE CODE TO ALLOW A MAYOR TO WAIVE IN
WRITING THE SALARY ADJUSTMENT REQUIRED BY (B)**

**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 enacts a second sentence in §31.17 (B) to allow the Mayor to waive the yearly adjustment for that year so that (B) shall be as follows:

“(B) The salary shall be adjusted one time per year, as provided above, at the payroll period coincidental with or following January 1st. The mayor may waive for himself or herself this salary adjustment by filing such written waiver with the City Clerk no later than January 3rd of the affected year.”

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Current Law

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

CHAPTER 31: CITY OFFICIALS

**ARTICLE I
GENERAL PROVISIONS**

31.01 Form Of Government

The form of government provided for this city is hereby known as the "Aldermanic form of government."

(Ord. No. 3651, §1, 11-10-92)

31.02 Removal From Office; Filling Vacancies

(A) Elected officers.

Elected officials of the City of Fayetteville may be removed from the office pursuant to A.C.A. §14-42-109 upon a finding by a Circuit Court that such official is guilty of nonfeasance in office.

(B) If any such official is removed for nonfeasance, the vacancy shall be filled in the manner provided by state law. When any official is removed under the provisions of subsection (A) of this section, the vacancy shall be filled in the manner provided by law.

(Code 1965, §§2-14, 2-15; Ord. No. 761, 9-4-33; Code 1991, §31.01)

State law reference(s)--Removal of elective or appointed officers, A.C.A. §14-42-109.

31.03-31.14 Reserved

**ARTICLE II
ELECTED OFFICIALS***

31.15 City Council; Mayor

(A) There shall be eight aldermen on the City Council, who shall be elected as set forth in §32.01.

(B) The Mayor shall perform such duties as are prescribed by law for mayors of cities of the first class having an aldermanic form of government.

State law reference(s)-- Officials in mayor-council cities of 50,000 or more, A.C.A. §14-43-303; Mayor generally, A.C.A. §14-43-401.

31.16 Aldermen, Compensation

Compensation for each alderman shall be in the amount of \$700.00 per month without regular city benefits.

(Ord. No. 3660, §§1, 2, 12-1-92; Ord. No. 4109, §1, 8-4-98)

State law reference(s)--Compensation of officials generally, A.C.A. §14-43-409.

31.17 Mayor's Compensation

Compensation for the mayor shall be as follows:

(A) The base salary shall be set at a level that is 5% greater than the average of the salaries of each chief and the department directors reporting to the Mayor.

(B) The salary shall be adjusted one time per year, as provided above, at the payroll period coincident with or first following January 1st.

(C) Termination and replacement of an employee in the positions designated above is not cause for a pay increase or decrease at the time of such action.

(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.

(Ord. No. 3659, §§1, 2, 12-1-92; Ord. No. 3764, §1, 3-1-94; Code 1991, §31.17; Ord. No. 5214, 1-20-09)

State law reference(s)--Compensation of officials generally, A.C.A. §14-43-409.

31.18 District Judge Compensation

(A) The District Judge of Fayetteville's compensation shall fall within the current pay range determined by the most recent public sector survey conducted by the city, or independent survey contractor and any applicable state law.

(B) 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

Nominating Committee Report Public Facilities Board Appointment

The Committee recommends the following Public Facilities Board appointments and term end dates:

Public Facilities Board

- Steve Clark – One year term ending 12/31/13
- Tommy Dewese – Two year term ending 12/31/14
- Stephen Cosby – Three year term ending 12/31/15
- Phillip H. Taylor – Four year term ending 12/31/16
- Stephen E. Adams – Five year term ending 12/31/17

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

RECEIVED

NOV 30 2012

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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

November 30, 2012

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

VIA HAND DELIVERY

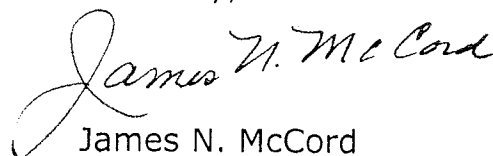
Re: Resolution by Pubic Facilities Board nominating
current members for appointment as successor
members, subject to confirmation by City Council

Dear Mayor Jordan:

Enclosed is a Resolution adopted November 29th by the Fayetteville Public Facilities Board nominating the current five members for you to appoint as successor members, subject to confirmation by the City Council as required by statute. The proposed appointments would restore staggered terms, with future successor members to be appointed for terms of five years each as provided by statute.

Assuming you appoint the nominees by the Public Facilities Board, please ask the City Clerk to notify me of the date on which the confirmation Resolution will be on the City Council Agenda, so I may attend the Agenda Session and the regular meeting of the City Council.

Sincerely,



James N. McCord
Board Counsel

pc: Kit Williams, City Attorney (via hand delivery)
Sondra Smith, City Clerk (via hand delivery)
Public Facilities Board (via e-mail)

FAYETTEVILLE PUBLIC FACILITIES BOARD

A RESOLUTION TO NOMINATE THE FIVE CURRENT MEMBERS OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD TO MAYOR LIONELD JORDAN FOR APPOINTMENT AS SUCCESSOR MEMBERS, SUBJECT TO CONFIRMATION BY THE FAYETTEVILLE CITY COUNCIL

WHEREAS, the terms of the five current members of the Fayetteville Public Facilities Board have expired; and

WHEREAS, the City of Fayetteville has advertised for applicants to serve on the Public Facilities Board, but no applications were filed; and,

WHEREAS, by statute, members of the Public Facilities Board continue to serve until their successors are nominated and qualify by filing the required oath of office with the Fayetteville City Clerk; and

WHEREAS, by statute the Public Facilities Board members are eligible to succeed themselves; and,

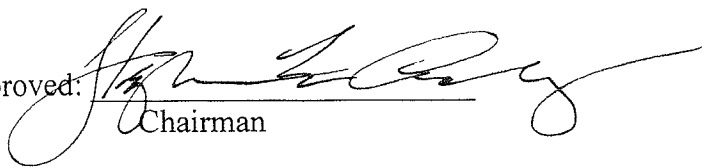
NOW, THEREFORE, BE IT RESOLVED by the Fayetteville Public Facilities Board:

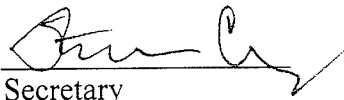
Section 1. The following current members of the Public Facilities Board are hereby nominated to Mayor Lioneld Jordan for appointment as successor members, subject to confirmation by the Fayetteville City Council, for terms as follows:

Length of Term in Years	
Stephen E. Adams	5
Phillip H. Taylor	4
Stephen Cosby	3
Tommy Deweese	2
Steve Clark	1

Section 2. Future successor members of the Public Facilities Board shall be appointed for terms of five years each.

PASSED by majority vote with a quorum present on the 29th day of November ,
2012.

Approved: 
Chairman

Attest: 
Secretary

Handed out at the 12/18/12 City Council meeting.

Nominating Committee Report

Meeting: Wednesday, December 12, 2012

City Hall, Room 326, 4:00 p.m.

Members Present – Adella Gray, Bobby Ferrell, Rhonda Adams, and Mark Kinion

The Committee recommends the following candidates for appointment:

HISTORIC DISTRICT COMMISSION

The Mayor recommends the following appointments to the Historic District Commission with the approval of the City Council.

- Christine Myres - One Unexpired Term Ending 06/30/15
- Will Watson - One Unexpired Term Ending 06/30/15

AIRPORT BOARD

- Marty Goff Burggraf - One Member-at-Large Term Ending 12/31/17
- Bob Nickell - One Unexpired Business Term Ending 12/31/13

AUDIT COMMITTEE

- No applications were received – Adam Motherwell agreed to continue serve until there are more applications

BOTANICAL GARDEN SOCIETY OF THE OZARKS

- Joyce Mendenhall - One Term Ending 12/31/15

CIVIL SERVICE COMMISSION

- Warren McDonald - One Unexpired Term Ending 03/31/17

CONSTRUCTION BOARD OF ADJUSTMENT AND APPEAL

- Bucky Jones - Unexpired Alternate Member Term Ending 3/31/13
- Jules Beck - Unexpired Alternate Member Term Ending 3/31/13

ENVIRONMENTAL ACTION COMMITTEE

- Terri Lane - One Local Industry Term Ending 12/31/15
- Aubrey Shepherd - One Community Citizen-at-Large Term Ending 12/31/15
- Mike Emery - One Community Citizen-at-Large Term Ending 12/31/15

PARKS AND RECREATION ADVISORY BOARD

- David Proffitt - One Term Ending 12/31/15
- Phillip Watson - One Term Ending 12/31/15
- Charles Maxwell - One Term Ending 12/31/15

URBAN FORESTY ADVISORY BOARD

- Henry Gaston - One Tree Service Community Term Ending 12/31/14
- Malcolm LeVois - One Community/Citizen-at-Large Term Ending 12/31/14
- Sue Madison - One Community/Citizen-at-Large Term Ending 12/31/14
- Alma Laney - One Community/Citizen-at-Large Term Ending 12/31/14

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 18, 2012

A meeting of the Fayetteville City Council will be held on December 18, 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:

- 1. FHS State Championships in Football and Volleyball**

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Illinois River Watershed Partnership Presentation** – Dr. Delia Haak, Executive Director
- 2. Historic District Commission Appointment:**
Appointed by the Mayor and approved by the City Council.
- 3. Nominating Committee Report**
- 4. Public Facilities Board Appointments and Term End Date Approval**
- 5. Approval of Aldermen City Council Committees**

Agenda Additions:

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

A. Consent:

1. Approval of the December 4, 2012 City Council meeting minutes.
2. **Bid #12-76 Peterbilt of Fort Smith:** A resolution awarding Bid #12-76 and authorizing a contract with Peterbilt of Fort Smith in the amount of \$499,366.00 for the purchase of two (2) front load refuse trucks for use by the Solid Waste Division, and approving a budget adjustment.
3. **Bid #12-77 Terex Equipment Services:** A resolution awarding Bid #12-77 and authorizing a contract with Terex Equipment Services in the amount of \$83,284.00 for the purchase of two (2) heavy duty 4X4 pickup trucks for use by the Fire Department.
4. **Nature Trail Naming at Lake Fayetteville Environmental Study Center:** A resolution approving the names of Lakeside Trail, Hilltop Trail, Old Field Trail and Wagon Wheel cutoff for trails within the Lake Fayetteville Environmental Study Center area.
5. **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$133,320.00 representing federal and state law enforcement forfeiture revenue received during the third and fourth quarters of 2012 and establishing a corresponding expense budget.
6. **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$1,600.00 representing donation revenue to the Fayetteville Police Department during the third and fourth quarters of 2012 in support of general recognition and officer service awards.
7. **Community Services Division Donation Revenue:** A resolution approving a budget adjustment in the total amount of \$1,968.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank and donation revenue from the Fraternal Order of Police for the Senior Giving Tree event.
8. **Community Development Block Grant Housing Program:** A resolution approving a budget adjustment in the amount of \$2,218.00 representing a Community Development Block Grant Housing Program lien payoff.
9. **Rule D. 4 Reconsideration:** A resolution to amend D. Procedures and Parliamentary Rules Subsection 4. Reconsideration of the City Council Rules of Order and Procedure to clarify that only a council member who voted on the prevailing side can move to reconsider a motion.
10. **Post-Issuance Tax Compliance Procedures:** A resolution to authorize and adopt Post-Issuance Tax Compliance Procedures to be followed in connection with each issue of tax-exempt bonds by the City.

B. Unfinished Business: None

C. Public Hearing:

1. **Raze and Removal 320 W. North Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Mission Properties, LLC located at 320 W. North Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

D. New Business:

1. **Beaver Water District Agreement:** A resolution approving an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.
2. **RZN 12-4250 Rezone (Parks and Recreation):** An ordinance rezoning the properties described in rezoning petition RZN 12-4250, for fourteen City of Fayetteville Parks and Trail Corridors on approximately 110.91 acres, located throughout the City from multiple zoning districts to P-1, Institutional.
3. **RZN 12-4253 (1932 and 2052 S. Garland Ave./Lifesource):** An ordinance rezoning that property described in rezoning petition RZN 12-4253, for approximately 3.64 acres, located at 1932 and 2052 South Garland Avenue from RSF-4, Residential Single-Family, 4 units per acre and I-1, Heavy Commercial and Light Industrial, to P-1, Institutional.
4. **Smith Two-Way Radio, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Smith Two-Way Radio, Inc. in the total amount of \$29,475.65 to configure and program existing radio equipment for implementation of a conventional back-up radio system.
5. **Motorola Solutions, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a two-year contract with Motorola Solutions, Inc. in the total amount of \$73,974.00 plus applicable taxes for radio maintenance to the City's Motorola simulcast radio system.
6. **C & L Landfill Site:** A resolution to place deed restrictions in the title to city property that was the C & L Landfill site to comply with the Arkansas Department of Environmental Quality landfill closure regulations.
7. **Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2013 contingent on the approval of funds in the 2013 Annual City Budget and Work Program.
8. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2013, contingent on the approval of funds in the 2013 Annual City Budget and Work program.

- 9. Amend Section 31.16 Aldermen Compensation:** An ordinance amending Section 31.16 Aldermen Compensation of the Code of Fayetteville to alter the monthly compensation received by members of the City Council.

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. 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.

Nominating Committee Report Public Facilities Board Appointment

The Committee recommends the following Public Facilities Board appointments and term end dates:

Public Facilities Board

- Steve Clark – One year term ending 12/31/13
- Tommy Deweese – Two year term ending 12/31/14
- Stephen Cosby – Three year term ending 12/31/15
- Phillip H. Taylor – Four year term ending 12/31/16
- Stephen E. Adams – Five year term ending 12/31/17

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

RECEIVED

NOV 30 2012

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

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

November 30, 2012

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

VIA HAND DELIVERY

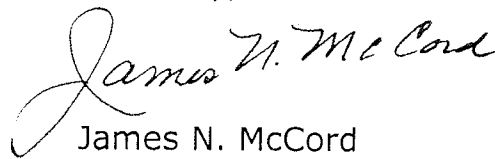
Re: Resolution by Pubic Facilities Board nominating
current members for appointment as successor
members, subject to confirmation by City Council

Dear Mayor Jordan:

Enclosed is a Resolution adopted November 29th by the Fayetteville Public Facilities Board nominating the current five members for you to appoint as successor members, subject to confirmation by the City Council as required by statute. The proposed appointments would restore staggered terms, with future successor members to be appointed for terms of five years each as provided by statute.

Assuming you appoint the nominees by the Public Facilities Board, please ask the City Clerk to notify me of the date on which the confirmation Resolution will be on the City Council Agenda, so I may attend the Agenda Session and the regular meeting of the City Council.

Sincerely,



James N. McCord
Board Counsel

pc: Kit Williams, City Attorney (via hand delivery)
Sondra Smith, City Clerk (via hand delivery)
Public Facilities Board (via e-mail)

FAYETTEVILLE PUBLIC FACILITIES BOARD

A RESOLUTION TO NOMINATE THE FIVE CURRENT MEMBERS OF THE
FAYETTEVILLE PUBLIC FACILITIES BOARD TO MAYOR LIONELD JORDAN
FOR APPOINTMENT AS SUCCESSOR MEMBERS, SUBJECT TO
CONFIRMATION BY THE FAYETTEVILLE CITY COUNCIL

WHEREAS, the terms of the five current members of the Fayetteville Public Facilities Board have expired; and

WHEREAS, the City of Fayetteville has advertised for applicants to serve on the Public Facilities Board, but no applications were filed; and,

WHEREAS, by statute, members of the Public Facilities Board continue to serve until their successors are nominated and qualify by filing the required oath of office with the Fayetteville City Clerk; and

WHEREAS, by statute the Public Facilities Board members are eligible to succeed themselves; and,

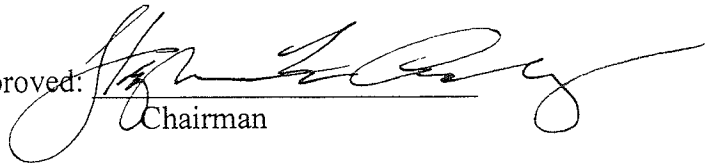
NOW, THEREFORE, BE IT RESOLVED by the Fayetteville Public Facilities Board:

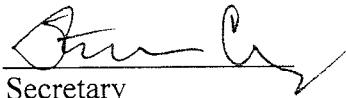
Section 1. The following current members of the Public Facilities Board are hereby nominated to Mayor Lioneld Jordan for appointment as successor members, subject to confirmation by the Fayetteville City Council, for terms as follows:

Length of Term in Years	
Stephen E. Adams	5
Phillip H. Taylor	4
Stephen Cosby	3
Tommy Deweese	2
Steve Clark	1

Section 2. Future successor members of the Public Facilities Board shall be appointed for terms of five years each.

PASSED by majority vote with a quorum present on the 29th day of November ,
2012.

Approved: 
Chairman

Attest: 
Secretary

City of Fayetteville Staff Review Form

A. 2
 Bid #12-76 Peterbilt of Fort Smith
 Page 1 of 8

City Council Agenda Items
 and
 Contracts, Leases or Agreements

December 18, 2012
 City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen
 Submitted By

Fleet Operations
 Division

Transportation
 Department

Action Required:

A resolution awarding Bid #12-76 to Peterbilt of Fort Smith in the amount of \$499,366 for the purchase of two front load refuse trucks for use by Solid Waste, and approval of a budget adjustment to move funds to the Fleet Expense Account.

\$ 499,366.00
 Cost of this request

\$ 1,556,000.00
 Category / Project Budget

Solid Waste Vehicles & Equipment
 Program Category / Project Name

9700.1920.5802.00
 Account Number

\$ 1,090,360.00
 Funds Used to Date

Vehicles and Equipment
 Program / Project Category Name

02082.2012
 Project Number

\$ 465,640.00
 Remaining Balance

Shop Fund
 Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☒

[Signature]
 Department Director

11/30/12
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney

11-30-12
 Date

Original Contract Date:

Original Contract Number:

Paul a. Beuh
 Finance and Internal Services Director

11-30-2012
 Date

Received in City
 Clerk's Office

11-30-12 P02:46 RCVD

[Signature]

[Signature]
 Chief of Staff

12-3-12
 Date

Received in
 Mayor's Office

ENTERED
 11/30/12
 PK

[Signature]
 Mayor

12/4/12
 Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Dennis Pratt, Fleet Operations Supt.

Date: November 29, 2012

Subject: Purchase of two Front Load Refuse Trucks for Solid Waste

PROPOSAL: That City Council approve the purchase of two Peterbilt trucks with Wayne Front Load Bodies in the amount of \$499,366 for use by Solid Waste Division, and approve a budget adjustment to move funds to the Fleet Expense account.

RECOMMENDATION: Bid #12-76 was opened November 1, 2012. The low bid that meets most specifications is from Peterbilt of Fort Smith. A Bid tab sheet is attached.

Two front load refuse trucks are due for replacement. #461 is a 2003 Mack and 477 is a 2005 Autocar. They are no longer dependable or suitable for front line use.

I recommend acceptance of the bid from Peterbilt of Fort Smith, Option 2, in the amount of \$499,366 for two Peterbilt 320s with Wayne Titan Bodies.

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides. However, the capital purchase price was underestimated so a Budget Adjustment is attached to move the balance needed from fund balance.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-76 AND AUTHORIZING A CONTRACT WITH PETERBILT OF FORT SMITH IN THE AMOUNT OF \$499,366.00 FOR THE PURCHASE OF TWO (2) FRONT LOAD REFUSE TRUCKS FOR USE BY THE SOLID WASTE DIVISION, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-76 and authorizing a contract with Peterbilt of Fort Smith in the amount of \$499,366.00 for the purchase of two (2) front load refuse trucks for use by the Solid Waste Division.

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 18th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

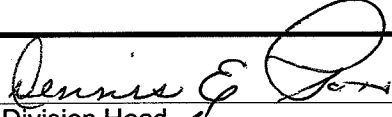
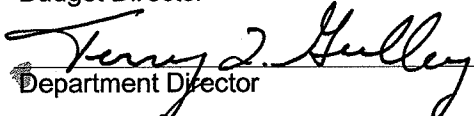
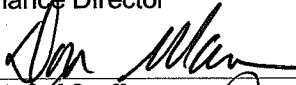
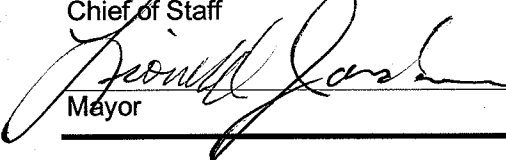
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 2 V12.0724
Bid #12-76 Peterbilt of Fort Smith
Page 4 of 8

Budget Year 2012	Division: Fleet Operations Department: Transportation Services	Request Date 11/13/2012	Adjustment Number
--------------------------------	---	---------------------------------------	--------------------------

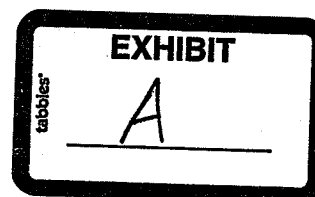
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

The purchase price to replace #461 and #477 (two Solid Waste Front Load Refuse Trucks) was underestimated in the 2012 capital budget. Funds to cover the shortage are requested from fund balance. Sufficient funds remain to meet City objectives.

 Division Head	11-19-12 Date	Prepared By: <u>Barbara Olsen</u> <i>bolsen</i>
 Budget Director	11-3-12 Date	Reference: _____
 Department Director	11/15/12 Date	Budget & Research Use Only
 Finance Director	12-3-2012 Date	Type: A B C D E P
 Chief of Staff	12-4-12 Date	General Ledger Date _____
 Mayor	12/4/12 Date	Posted to General Ledger Initial _____ Date _____
		Checked / Verified Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

		40,000	40,000	Project.Sub Number
		Expense	Revenue	
Account Name	Account Number			
Vehicles and equipment	9700.1920.5802.00	40,000		02082 . 2012
Use of fund balance	9700.0970.4999.99		40,000	.
				.
				.





BID: 12-76
 11/01/12
 2:00 PM
 CITY OF FAYETTEVILLE

Bid 12-76, Front Load Refuse Trucks

BIDDER	Description	MANUFACTURER/MODEL	Quantity	Unit Price	TOTAL BID PRICE
1 Diamond International of Little Rock - Option 1	Diesel Powered Chassis	Crane Carrier LET2	2	\$ 181,816.00	\$ 363,632.00
	Front Load Solid Waste Truck Body	McNeilus Atlantic	2	\$ 113,957.00	\$ 227,914.00
					\$ 591,546.00
2 Diamond International of Little Rock - Option 2	Diesel Powered Chassis	Crane Carrier	2	\$ 181,816.00	\$ 363,632.00
	Front Load Solid Waste Truck Body	Labrie Wittke	2	\$ 108,841.00	\$ 217,682.00
					\$ 581,314.00
3 Peterbilt of Fort Smith, LLC - Option 1	Diesel Powered Chassis	Peterbilt 320	2	\$ 138,623.00	\$ 277,246.00
	Front Load Solid Waste Truck Body	Kann Commercial Route King Front Loads	2	\$ 84,758.00	\$ 169,516.00
					\$ 446,762.00
4 Peterbilt of Fort Smith, LLC - Option 2	Diesel Powered Chassis	Peterbilt 320	2	\$ 138,623.00	\$ 277,246.00
	Front Load Solid Waste Truck Body	Wayne Titan Eco Force	2	\$ 111,060.00	\$ 222,120.00
					\$ 499,366.00
5 Shipley Motor Equipment Company	Diesel Powered Chassis	Mack LEV613	2	\$ 136,988.00	\$ 273,976.00
	Front Load Solid Waste Truck Body	Wayne Titan Eco Force	2	\$ 111,060.00	\$ 222,120.00
					\$ 496,096.00

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

CERTIFIED:

P. Vice, PURCH MGR

WITNESS

DATE

11/01/12

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.: **11/29/2012**
Date: **11/29/2012**
P.O Number: **Expected Delivery Date:**

Vendor #: **19771**
Vendor Name: **PETERBILT OF FORT SMITH**

Mail Yes: ☒ No: ☒
Taxable Yes: ☒ No: ☒
Quotes Attached Yes: ☒ No: ☒

Address: **76 of 8**
City: **State:**

Fob Point: **Zip Code:** **Ship to code:**
Requester's Employee #: **50**

Division Head Approval: **Extension:** **485**

Requester:

BARBARA OLSEN

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2013 PETERBILT 320 CHASSIS WITH WAYNE	2	EA	249,683.00	\$499,366.00	9700.1920.5802.00	02082.2012		
2	TITAN ECO FORCE BODY, TO BE UNITS 4018 AND				\$0.00				
3	4019, FIXED ASSET NUMBERS 704018 AND				\$0.00				704018
4	704019				\$0.00				704019
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$499,366.00**

Total: **\$499,366.00**

Approvals:

Mayor: _____ Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

IT Manager: _____

Dispatch Manager: _____

Other: _____

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

A. 2
Bid #12-76 Peterbilt of Fort Smith
Page 7 of 8

JASON B. KELLEY
Assistant City Attorney

Judy Housley
Office Manager

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

November 30, 2012



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

Mr. David A. Bass
Shipley Motor Equipment Company
P.O. Box 250
Lowell, AR 72745

Re: City of Fayetteville Bid No. 12-76

Dear Mr. Bass:

This office is in receipt of a hand-delivered letter signed by you dated November 28, 2012, concerning the award of City of Fayetteville Bid No. 12-76 for front-loader solid waste vehicles. Your company submitted a sealed competitive bid for Bid No. 12-76.

In reviewing the submitted bid documents, the Shipley bid did not provide a guaranteed delivery date. In response to the request for a guaranteed delivery date, the Shipley bid stated "7/28/2013 if ordered by 11/10/2012". A copy of the page showing this response is enclosed. The bids were publicly opened by the City on November 1, 2012. Since it was impossible for the City to review the bids, make a recommendation to the City Council, award a bid and place an order by November 10, 2012, (in fact the bid has yet to be awarded as the date of this writing) the Shipley guaranteed delivery date had no meaning and operated as no guaranteed delivery date at all. The delivery date is a key term of the bid. We cannot negotiate different terms regarding this bid with Shipley which would operate to the disadvantage of other bidders who fully complied with the bid request.

If fact, there have been delivery issues between the City and Shipley on similar equipment earlier this year which prompted my contact with your company related to the failure of Shipley to deliver Manufacturer's Statements of Origin for solid waste trucks to the City. At that time, Shipley was disputing the imposition of the daily penalty for late delivery. We were pleased that Shipley delivered the certificates shortly after our office became involved in the situation. As should be clear, the date the City can expect delivery is critical.

Simply put, the City cannot enter into a purchase agreement with "gray area" concerning when its needed equipment will be delivered. We cannot entertain Shipley's suggestion in your November 28th letter, since doing so would operate to the disadvantage of and be fundamentally unfair to other bidders who complied with all aspects in their bids.

I hope this letter brings your company clarity regarding the City's position in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. B. Kelley", written over a horizontal line.

Jason B. Kelley
Assistant City Attorney

Enclosure
cc: D. Pratt, A. Foren

City of Fayetteville Staff Review Form

A. 3
 Bid #12-77 Terex Equipment Services
 Page 1 of 6

City Council Agenda Items
 and
 Contracts, Leases or Agreements

12/18/2012

City Council Meeting Date
 Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution awarding Bid #12-77 to Terex Equipment Services in the amount of \$83,284.00 for the purchase of two Heavy Duty 4x4 Pickup trucks for use by the Fire Department.

\$ 83,284.00
 Cost of this request

\$ 369,000.00
 Category / Project Budget

Light / Medium Utility Vehicles
 Program Category / Project Name

9700.1920.5802.00
 Account Number

\$ 223,699.00
 Funds Used to Date

Vehicles and Equipment
 Program / Project Category Name

02078.2012
 Project Number

\$ 145,301.00
 Remaining Balance

Shop Fund
 Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

[Signature]
 Department Director 11/30/12
 Date

Previous Ordinance or Resolution #

[Signature]
 City Attorney 11-30-12
 Date

Original Contract Date:

Original Contract Number:

Paul A. Baker
 Finance and Internal Services Director 12-1-2012
 Date

Received in City
 Clerk's Office

11-30-12 P02:46 RCVD

[Signature]
 Chief of Staff 12-3-12
 Date

Received in
 Mayor's Office

ENTERED
 11/30/12
[Signature]

Donald Jordan
 Mayor 12/4/12
 Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation

From: Dennis Pratt, Fleet Operations Supt.

Date: November 29, 2012

Subject: Purchase of two Pickup Trucks for Fire Department

PROPOSAL: That City Council approve the purchase of two Heavy Duty 4x4 Pickup trucks in the amount of \$83,284 for use by the Fire Department.

RECOMMENDATION: Bid #12-77 was opened November 1, 2012. The low bid from Terex Equipment Services meets all specifications. A Bid tab sheet is attached.

During 2011 the Fire Department worked with Fleet to evaluate their emergency response vehicles. It was determined that a standardized ¾ ton pickup best fits the needs of the Department. Two units are scheduled for replacement this year. Unit 1090 is a 2002 Ford Explorer that has been pushed from an 8 year life expectancy to 10 years and it needs to be replaced. Unit 2059 is a 2002 Ford F150 with over 112,000 and is no longer reliable.

I recommend acceptance of the low bid from Terex Equipment Services in the amount of \$83,284 for two heavy duty pickup trucks.

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #12-77 AND AUTHORIZING A CONTRACT WITH TEREX EQUIPMENT SERVICES IN THE AMOUNT OF \$83,284.00 FOR THE PURCHASE OF TWO (2) HEAVY DUTY 4X4 PICKUP TRUCKS FOR USE BY THE FIRE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-77 and authorizing a contract with Terex Equipment Services in the amount of \$83,284.00 for the purchase of two (2) heavy duty 4x4 pickup trucks for use by the Fire Department.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

BID: 12-77
 11/01/12
 2:00 PM
 CITY OF FAYETTEVILLE



Bid 12-77, HD 4X4 Pickup Trucks Re-Bid

BIDDER	ITEM	Description	MANUFACTURER/MODEL	Quantity	Unit Price	TOTAL BID PRICE
1 George Nunnally Chevrolet	1	Full size HD Diesel (3/4 ton) Crew Cab 4 Wheel Drive Fire Engine Red Pickup Truck	Chevrolet Silverado 2500 HD	2	\$ 40,565.00	\$ 81,130.00
	2	Extendo Bed Model - EB-1275 Slide to fit between wheels	Extendo Bed EB-1272 (Chevrolet)	1	\$ 1,882.00	\$ 1,882.00
	3	Jotto Cargo Slide Medium Duty 1,200 lbs capacity Alumina Plank with weather awning	Jotto 1200 LB Alumaplank	1	\$ 1,654.00	\$ 1,654.00
						\$ 84,666.00
2 Springdale Chrysler Dodge Jeep Ram	1	Full size HD Diesel (3/4 ton) Crew Cab 4 Wheel Drive Fire Engine Red Pickup Truck	Dodge Ram 2500 ST Crew Cab 4x4	2	\$ 42,199.00	\$ 84,398.00
	2	Extendo Bed Model - EB-1275 Slide to fit between wheels	Extendo Bed EB-127 FOL Dodge Ram Trucks	1	\$ 1,816.92	\$ 1,816.92
	3	Jotto Cargo Slide Medium Duty 1,200 lbs capacity Alumina Plank with weather awning	Jotto Extendo BBO Cargo SLJ05 410-9055 and 410-9061	1	\$ 1,625.79	\$ 1,625.79
						\$ 87,840.71
Superior Dodge Chrysler Jeep Ram of NWA	1	Full size HD Diesel (3/4 ton) Crew Cab 4 Wheel Drive Fire Engine Red Pickup Truck	Ram 2500 4x4 Crew ST	2	\$ 40,078.00	\$ 80,156.00
	2	Extendo Bed Model - EB-1275 Slide to fit between wheels	Jotto 1200	1	\$ 2,081.25	\$ 2,081.25
	3	Jotto Cargo Slide Medium Duty 1,200 lbs capacity Alumina Plank with weather awning	Extendo Bed Co EB-1270	1	\$ 3,098.75	\$ 3,098.75
						\$ 85,336.00
4 Terex Equipment Services	1	Full size HD Diesel (3/4 ton) Crew Cab 4 Wheel Drive Fire Engine Red Pickup Truck	Ford 2013 F250 4x4 Crew (With Rhino & ARE Shell)	2	\$ 38,968.00	\$ 77,936.00
	2	Extendo Bed Model - EB-1275 Slide to fit between wheels	Extendo Bed EB-1272 (New # by E.B.)	1	\$ 2,542.00	\$ 2,542.00
	3	Jotto Cargo Slide Medium Duty 1,200 lbs capacity Alumina Plank with weather awning	Jotto Cargo Slide with Awning 410-9055	1	\$ 2,806.00	\$ 2,806.00
						\$ 83,284.00

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

CERTIFIED:

P. Vice, PURCH MGR

WITNESS

DATE

P. Vice

Julie Paladino

11/01/12

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:

11/29/2012

P.O Number:

11/29/2012 Terex Equipment Services

Expected Delivery Date:

Vendor #:

15379

Vendor Name:

TEREX EQUIPMENT

Mail

Yes: No: X

Address:

Fob Point:

Taxable

Yes: No: X

Quotes Attached

Yes: No: x

City:

State:

Zip Code:

Ship to code:

50

Division Head Approval:

Requester:

BARBARA OLSEN

Requester's Employee #:

1940

Extension:

485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2013 FORD F250 4X4 CREW CAB PICKUP WITH	1	EA	41,510.00	\$41,510.00	9700.1920.5802.00	02078.2012		702153
2	RHINO AND ARE SHELL WITH EXTENDO BED				\$0.00				
3	EB-1272, TO BE UNIT 2153, FA 702153				\$0.00				
4	2013 FORD F250 4X4 CREW CAB PICKUP WITH	1	EA	41,774.00	\$41,774.00	9700.1920.5802.00	02078.2012		702154
5	RHINO AND ARE SHELL WITH JOTTO CARGO				\$0.00				
6	SLIDE & AWNING 410-9055, TO BE UNIT 2154				\$0.00				
7	FIXED ASSET 702154				\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal:

\$83,284.00

Total:

\$83,284.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

A. 4
Nature Trail Naming at Lake
Fayetteville Environmental Study Center
Page 1 of 6

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

12/18/2012

**City Council Meeting Date
Agenda Items Only**

Alison Jumper *WJ*
Submitted By

Park Planning
Division

Parks and Recreation
Department

Action Required:

Approval of trail names at the Lake Fayetteville Environmental Study Center.

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 ☐

Alison Jumper
Department Director *(in Council's absence)*

11/30/12
Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney

11-30-12
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Bueh
Finance and Internal Services Director

11-30-2012
Date

Received in City Clerk's Office
11-30-12 A09:59 RCVD
USJ

[Signature]
Chief of Staff

12-3-12
Date

Received in Mayor's Office
ENTERED 11/30/12
[Signature]

[Signature]
Mayor

12/3/12
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

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

From: Alison Jumper, Park Planning Superintendent *aj*

Date: November 29, 2012

Subject: December 18th City Council Agenda Request
Nature Trail Naming at Lake Fayetteville Environmental Study Center

PROPOSAL:

The City of Fayetteville leases approximately 200 acres on the east side of Lake Fayetteville to the Fayetteville School District for the purpose of environmental education. The Environmental Study Center is located in the lease area and used by both Fayetteville and Springdale Public Schools. A network of nature trails is also located in the lease area and is used by the public and schools as part of their curriculum. The staff at the Environmental Study Center requested to name the trails, after discussion with the Fayetteville Fire Department, to increase the safety of the students and the public.

The Park Facility Naming Policy requires park and trail facilities to be reviewed by the Parks and Recreation Advisory Board (PRAB) for a recommendation, then forwarded to City Council for approval. PRAB reviewed the naming proposals at the November 5th meeting and tabled the item per policy procedure. The names will be voted on by PRAB at the December 3rd meeting for a recommendation to the City Council.

RECOMMENDATION:

Staff recommends naming the nature trails at the Lake Fayetteville Environment Study Center as proposed on the attached map. A recommendation from PRAB will be provided after the December 3rd meeting.

BUDGET IMPACT:

None.

Attachments
November 5 PRAB Minutes
Trail Naming Map

RESOLUTION NO. _____

A RESOLUTION APPROVING THE NAMES OF LAKESIDE TRAIL, HILLTOP TRAIL, OLD FIELD TRAIL AND WAGON WHEEL CUTOFF FOR TRAILS WITHIN THE LAKE FAYETTEVILLE ENVIRONMENTAL STUDY CENTER AREA

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves of the names of Lakeside Trail, Hilltop Trail, Old Field Trail and Wagon Wheel Cutoff for trails within the Lake Fayetteville Environmental Study Center area as shown in the attached Exhibit "A" which is attached to this Resolution and incorporated herein.

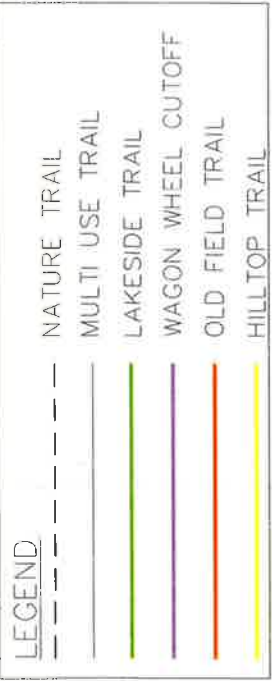
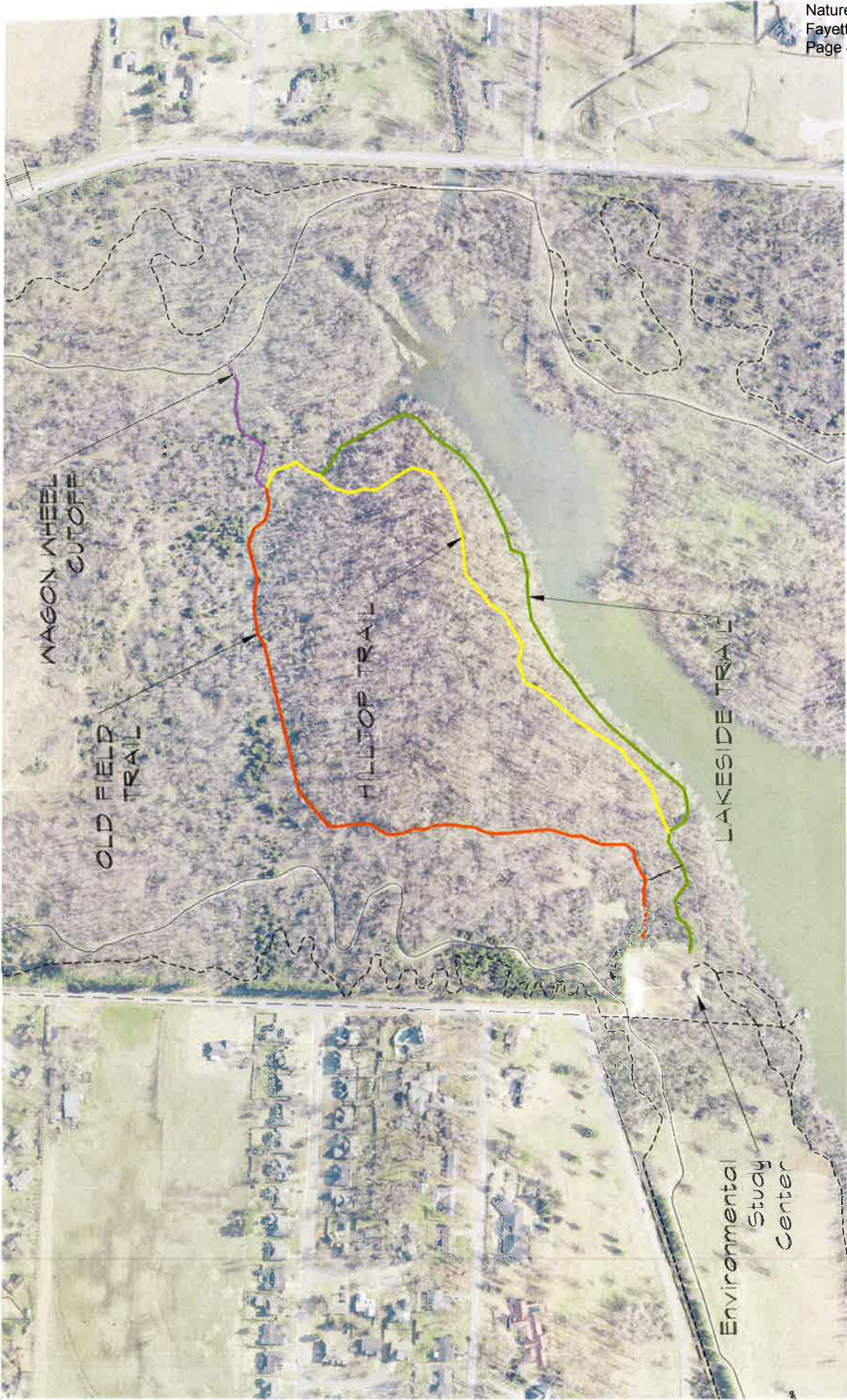
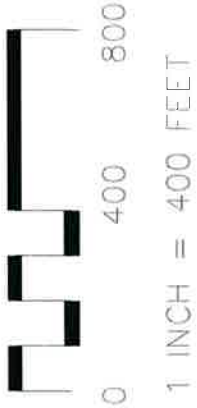
PASSED and **APPROVED** this 18th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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





FAYETTEVILLE PARKS AND RECREATION ADVISORY BOARD

Minutes for November 5, 2012

Opening:

The regular meeting of the Parks and Recreation Advisory Board was called to order by Steve Meldrum at 5:32 p.m. in Room 111 at the City Administration Building at 113 West Mountain Street in Fayetteville, Arkansas.

Present:

Parks and Recreation Advisory Board members Mason, Meldrum, Waite, Watson, McKnight, Leonard, Lawson and Sass were present. Paul was absent. Staff members Edmonston, Humphry, Jumper, Gipson and Thomas were in attendance.

AGENDA:

5. Naming of Lake Fayetteville Nature Trails: Lawanna Banning, Lake Fayetteville Environmental Study Center Teacher

Lake Fayetteville Environmental Study Center has proposed to name the nature trails used by their program to teach children at their center in order to expedite emergency notification of Fire/Police/Ambulance in the event of an emergency. They have proposed names of five nature trails as designated on the attached map.

Park Staff Recommendation: Staff approves the proposed names of the nature trails. However, this item needs to be tabled for one month according to the Park Naming Facilities Policy in order to provide time for public input concerning the names of the trails. PRAB's approved proposed names of the trails will be forwarded to City Council for final approval.

Banning said she has been working with the Fayetteville Fire Department. There are four trails that have proposed names (the

Spring Trail is now closed) so if there is an emergency, the FFD can more easily find the person.

Meldrum wanted to know if signs would be on the trails, or would she work with the authorities.

Banning said she is just working with the authorities.

Watson commented that it would be important for trail users to know the names in case of an emergency.

Meldrum said it would be good to put small signs at the beginning of each section. He then asked for a motion.

Edmonston said it had to be tabled for a month.

Watson wanted to know what needed to be done to make sure the additional signs would be addressed.

Edmonston said Parks would take care of it.

PRAB Motion: This will be tabled for a month to allow for public input.

City of Fayetteville Staff Review Form

A. 5
Federal and State Law
Enforcement Forfeiture Revenue
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

12/18/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor
Submitted By

Police Projects
Division

Police
Department

Action Required:

Approval of a budget adjustment to recognize federal and state law enforcement forfeiture revenue received during the third and fourth quarter of 2012 and increase expense budget in the amount of \$133,320.

\$ 133,320.00
Cost of this request

\$ 307,024.00
Category / Project Budget

LE Forfeitures
Program Category / Project Name

1010-2920-5802.00
Account Number

\$ 103,125.05
Funds Used to Date

Forfeitures
Program / Project Category Name

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

\$ 203,898.95
Remaining Balance

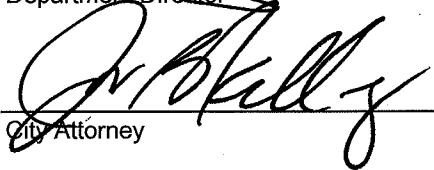
General
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒


Department Director

11-28-12
Date

Previous Ordinance or Resolution #


City Attorney

11-29-12
Date

Original Contract Date:

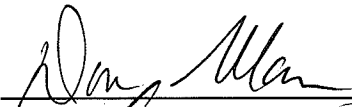
Original Contract Number:


Finance and Internal Services Director

12-3-2012
Date

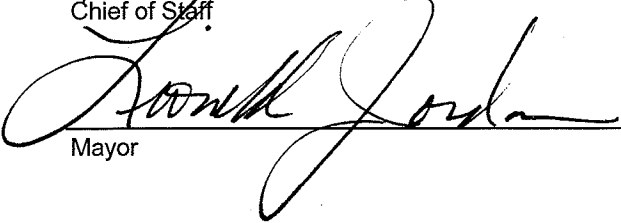
Received in City
Clerk's Office

11-23-12 P03:54 RCVD


Chief of Staff

12-3-12
Date

Received in
Mayor's Office


Mayor

12/3/12
Date

Comments:



CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police 

Date: November 30, 2012

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

PROPOSAL:

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4th Judicial District Drug Task Force (4th DTF), the local office of the Federal Drug Enforcement Agency (DEA), and the Internal Revenue Service (IRS) Financial Crimes Task Force. By statute, federal and state forfeitures are to be spent for law enforcement purposes only. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

The federal forfeitures consist of Department of Justice funds which are drug related forfeitures and Department of Treasury funds which are Internal Revenue Service related forfeitures. The requested budget adjustment will recognize the following forfeitures: \$26,790 from the Department of Justice; \$98,388 from the Department of Treasury; and \$8,142 from state forfeitures.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize federal and state law enforcement forfeitures revenue received during the third and fourth quarters of 2012 and increase expense budget in the amount of \$133,320.

BUDGET IMPACT:

Increase expenses to correspond with federal and state law enforcement forfeiture revenue received during budget year 2012.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$133,320.00 REPRESENTING FEDERAL AND STATE LAW ENFORCEMENT FORFEITURE REVENUE RECEIVED DURING THE THIRD AND FOURTH QUARTERS OF 2012 AND ESTABLISHING A CORRESPONDING EXPENSE BUDGET

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of \$133,320.00 representing federal and state law enforcement forfeiture revenue received during the third and fourth quarters of 2012 and establishing a corresponding expense budget.

PASSED and APPROVED this 18th 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. 5 V12.0724
Federal and State Law
Enforcement Forfeiture Revenue
Page 4 of 4

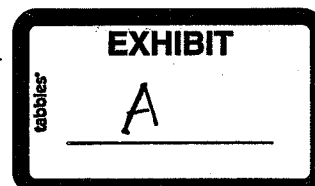
Budget Year 2012	Division: Police Department: Police	Request Date 12/18/2012	Adjustment Number
--------------------------------	--	---------------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Recognize federal and state law enforcement forfeiture revenue received during budget year 2012 and increase corresponding expense budgets.

Division Head _____ Date <u>11/28/12</u> Budget Director _____ Date <u>11-28-12</u> Department Director _____ Date <u>11-29-2012</u> Finance Director _____ Date <u>12-3-12</u> Chief of Staff _____ Date <u>12/3/12</u> Mayor _____ Date _____	Prepared By: <u>Willie Newman</u> Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger _____ Checked / Verified _____
--	--

TOTAL BUDGET ADJUSTMENT		133,320	133,320		
		Increase / (Decrease)			
Account Name	Account Number	Expense	Revenue	Project	Sub Number
Police Law Enforce Trust	1010.0001.4308.02	RE	8,142	03045	1
Vehicles and equipment	1010.2920.5802.00	EX	8,142	03045	1
Federal Forfeitures	1010.0001.4504.00	RE	26,790	03046	1
Vehicles and equipment	1010.2920.5802.00	EX	26,790	03046	1
IRS/Treasury Forfeitures	1010.0001.4504.01	RE	98,388	09024	2009
Vehicles and equipment	1010.2920.5802.00	EX	98,388	09024	2009



City of Fayetteville Staff Review Form

A. 6
 Fayetteville Police Department
 Donation Revenue
 Page 1 of 10

City Council Agenda Items
 and
 Contracts, Leases or Agreements

12/18/2012

City Council Meeting Date
 Agenda Items Only

Greg Tabor
 Submitted By

Police
 Division

Police
 Department

Action Required:

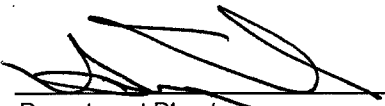
Approval of a budget adjustment in the amount of \$1,600.00 for the recognition of various donations received by the Fayetteville Police Department during the third and fourth quarters of 2012 in support of general recognition and officer service awards.

\$ 1,600.00
 Cost of this request
 1010-2920-5210.00
 1010-2920-5329.00
 Account Number
 03044-1
 03044-6
 Project Number

\$ 14,407.00
 Category / Project Budget
 \$ 5,957.68
 Funds Used to Date
 \$ 8,449.32
 Remaining Balance

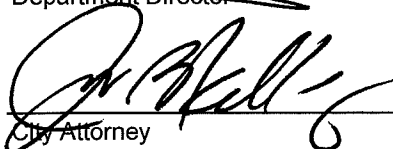
Police Dept Donations
 Program Category / Project Name
 Donation
 Program / Project Category Name
 General
 Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒


 Department Director

11-28-12
 Date

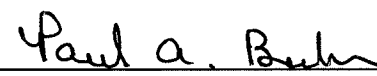
Previous Ordinance or Resolution # _____


 City Attorney

11-29-12
 Date

Original Contract Date: _____

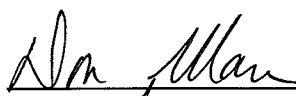
Original Contract Number: _____


 Finance and Internal Services Director

12-3-2012
 Date

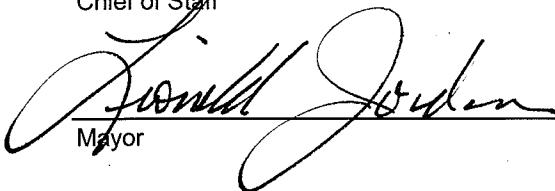
Received in City
 Clerk's Office

11-23-12 P03:54 RCVD


 Chief of Staff

12-3-2012
 Date

Received in
 Mayor's Office


 Mayor

12/3/12
 Date

ENTERED
 11/29/12


Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police 

Date: November 30, 2012

Subject: Recognize Various Donations to Fayetteville Police Department

PROPOSAL:

Periodically, businesses and/or citizens of Fayetteville will make monetary donations to the Police Department to enhance our services or to recognize our personnel. During the third and fourth quarter of 2012, the Police Department received donations totaling \$1,600.00. The checks were deposited into the City's General Fund and are tracked through the City's Project Accounting System to insure that the donors intended purpose is met. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

RECOMMENDATION:

Staff recommends acceptance of these donations to the Fayetteville Police Department and approval of the attached budget adjustment in the amount of \$1,600.00. If you should have any comments or questions regarding these donations, please contact me at extension 500.

BUDGET IMPACT:

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,600.00 REPRESENTING DONATION REVENUE TO THE FAYETTEVILLE POLICE DEPARTMENT DURING THE THIRD AND FOURTH QUARTERS OF 2012 IN SUPPORT OF GENERAL RECOGNITION AND OFFICER SERVICE AWARDS.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of \$1,600.00 representing donation revenue to the Fayetteville Police Department during the third and fourth quarters of 2012 in support of general recognition and officer service awards.

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

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 6 V12.0724
Fayetteville Police Department
Donation Revenue
Statement Number
Page 4 of 10

ARKANSAS ADULT PROBATION AND PAROLE ASSOCIATION
2679 PIKE AVENUE
NORTH LITTLE ROCK, AR 72114

001915

81-10/820

PAY TO THE
ORDER OF

DATE

10/17/12

\$ 100.00

REGIONS

DOLLARS

Security features
included.
Details on back.

MEMO

Honorarium

[Signature]

MP

⑈001915⑈ ⑆082000109⑆ 8140285889⑈

03044-1

005927 082908832 6104096

MEMO

Donation - Awards and Appreciation Banquet

TO THE
ORDER OF

Fayetteville Police Department
100 West Rock Street
Fayetteville, AR 72701

PAY TWO HUNDRED-FIFTY AND 00/100

DOLLARS

\$250.00

11/08/2012

829

81-883

Signature Bank of Arkansas

5927

Neal R. Pendergraft
P O Box 4245
Fayetteville, AR 72702
479-443-3301

THIS CHECK IS VOID WITHOUT A BLUE BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

FOR

Awards and Appreciation Banquet contribution

Fayetteville Police Dept
100 A W Rock St
Fayetteville, AR 72701

PAY TO THE
ORDER OF

One Hundred and 00/100
Fayetteville Police Dept

In GOD we Trust
All others CASH

DOLLARS

\$100.00

11/8/2012

THE BANK OF FAYETTEVILLE, N.A.

1 S. BLOOM ST.
FAYETTEVILLE, AR 72701
81-161/829

GREENLAND AUTO SALVAGE INC.

& WRECKER SERVICE

P O BOX 107
GREENLAND, AR 72737
479-521-3137

034447



81-883/829

022485

Fayetteville Police Department
Donation Revenue
Page 0140

DATE 11/08/2012

P.O. Box 8550
Fayetteville AR 72703-0010
479-684-3724

PAY

\$100.00

DOLLARS

\$ 100.00

TO THE ORDER OF

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

Authorized Signature

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈022485⑈ ⑆082908832⑆ 7000103⑈

SERVICE SUPPLY COMPANY INC

WHOLESALE DISTRIBUTION OF
PLUMBING AND INDUSTRIAL SUPPLIES
P.O. BOX 876
FAYETTEVILLE, AR 72702
(479) 442-2325ONE SOUTH BLOCK STREET
FAYETTEVILLE, ARKANSAS 72701
THE BANK OF FAYETTEVILLE

479-444-3444

MEMBER FDIC



81-161-829

24956

⑈00024956⑈

PAY PAY EXACTLY*****100**DOLLARS AND**00**CENTS
1FAYPO

11/12/12

\$100.00

TO THE
ORDER
OF

DATE

AMOUNT

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

AUTHORIZED SIGNATURE

⑈024956⑈ ⑆082901619⑆ 80044719⑈

JOHN OGDEN
DBA OGDEN INSURANCE AGENCY
2367-2 N. GREEN ACRES RD
FAYETTEVILLE, AR 72703
(479) 521-8684ARVEST BANK
PO BOX 1327
FAYETTEVILLE, AR 72702
81-87-829

2731

11/7/2012

PAY TO THE ORDER OF FAYETTEVILLE POLICE DEPARTMENT

\$ **100.00

One Hundred and 00/100*****

DOLLARS

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

FOR

⑈002731⑈ ⑆082900872⑆ 0019620112⑈

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.

9555

Allred Properties
Business Account
3102 N. College
Fayetteville, AR 72703-3505
479-521-5700

A. 6
Fayetteville Police Department
Donation Revenue
Page 8 of 10
81-87-829

PAY
TO THE
ORDER OF

DATE

Nov 18, 2012

\$ 50.00

DOLLARS

FOR "Awards Comm"

Kent Allred



⑈009555⑈ ⑆082900872⑆ 000821090⑈

UNDERWOOD COLLEGE JEWELERS INC
611 W DICKSON
FAYETTEVILLE, AR 72701

2271

81-153/829

DATE

11-9-12

PAY
TO THE
ORDER OF

Fayetteville Police Dept Awards Committee

\$ 200.00

UNDERWOOD'S 200 DOLS 00 CTS

DOLLARS



Security
Features
Details on
Back

FirstSecurity
Bank

FOR

Donation

William G. Underwood

⑈00227⑈ ⑆082901538⑆ 00070880⑈

17221

NELSON-BERNA FUNERAL HOME
P.O. BOX 8982
FAYETTEVILLE, AR 72703

ONE SOUTH BLOCK STREET
FAYETTEVILLE, ARKANSAS 72701
THE BANK OF FAYETTEVILLE
479-444-4444
81-161-829



EZSolve™ Check Fraud
Protection for Business

11/13/2012

PAY TO THE
ORDER OF

Fayetteville Police Department

\$ **100.00

One Hundred and 00/100*****

DOLLARS

Fayetteville Police Department
Attention: Awards Committee
100-A West Rock Street
Fayetteville, AR 72701

MEMO

Awards and Appreciation Banquet

Sherry Roenike

AUTHORIZED SIGNATURE

⑈01722⑈ ⑆082901619⑆

70053529⑈

Security features. Details on back.

SHIRLEY LUCAS
PH. 479-442-4612
2139 W ORA DR.
FAYETTEVILLE, AR 72701-1550

81-87/829

A. 6

1175

Fayetteville Police Department

DATE 14 Nov 2012
Page 9 of 10

PAY TO
THE ORDER OF

Fayetteville Police Dept Awards Comm \$ 300.00
Three hundred and no/100 DOLLARS

ARVEST®

BANK

arvest.com

MEMO Donation

⑈082900872⑈ 1175 0025552300⑈

CROWNE GROUP LLC

519 W DICKSON ST.
FAYETTEVILLE, AR 72701

PAY
TO THE
ORDER OF

DATE 11/7/12 81-161-829
Fayetteville Police Department \$ 150.00
one hundred fifty dollars + no/100 DOLLARS

ONE SOUTH BLOCK STREET
FAYETTEVILLE, ARKANSAS 72701

THE BANK OF FAYETTEVILLE

FOR

ATN: Awards Committee

B. Crowne

⑈015953⑈ ⑈082901619⑈

70053782⑈

General Maintenance Co

3102 N College Ave
Fayetteville, AR 72703-3505
479-521-5700

BANK OF ARKANSAS

FAYETTEVILLE, ARKANSAS
www.bankofarkansas.com

00-139-829

8252

PAY
TO THE
ORDER OF

DATE Nov 13, 2012
Fayetteville Police Dept \$ 50.00
Fifty + 00/100 DOLLARS

FOR

Awards Comm

Karen Allard

⑈008252⑈ ⑈082901392⑈ 8092126201⑈

City of Fayetteville Staff Review Form

A. 7
Community Services Division
Donation Revenue
Page 1 of 4

City Council Agenda Items
and
Contracts, Leases or Agreements

12/18/2012

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing donation revenue received from citizens for the Ranger's Pantry Pet Food Bank in the amount of \$1,468 and donation revenue from the Fraternal Order of Police for the Senior Giving Tree event in the amount of \$500.

Cost of this request

2180.4945.5390.01

Account Number

\$

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Community Services

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 11-20-12 P03:31 RCVD
Clerk's Office

Chief of Staff

Date

Received in
Mayor's Office

Mayor

Date

ENTERED
11/21/12 BCP

Staff recommends approval of the Budget Adjustment.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development 

From: Yolanda Fields, Dir. Community Services 

Date: November 19, 2012

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services would like to recognize donation revenue that was received from citizens for the Ranger's Pantry Pet Food Bank and donation revenue from the Fraternal Order of Police for the Senior Giving Tree event.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Community Services Donation Revenue for Ranger's Pantry Pet Food Bank and the Senior Giving Tree.

BUDGET IMPACT:

Increase the Community Outreach Projects account by \$1968 for Ranger's Pantry Pet Food Bank and the Senior Giving Tree.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$1,968.00 REPRESENTING CITIZEN DONATION REVENUE FOR THE RANGER'S PANTRY PET FOOD BANK AND DONATION REVENUE FROM THE FRATERNAL ORDER OF POLICE FOR THE SENIOR GIVING TREE EVENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the total amount of 1,968.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank and donation revenue from the Fraternal Order of Police for the Senior Giving Tree event.

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

PASSED and APPROVED this 18th 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. 7 V12.0724
Community Services Division
Donation Revenue
Page 4 of 4

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 11/19/2012	Adjustment Number
----------------------------	--	-----------------------------------	--------------------------

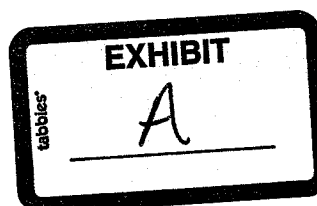
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase the Community Outreach Projects account by \$1968 to recognize donation revenue for Ranger's Pantry and the Senior Giving Tree.

Division Head <i>[Signature]</i> Date: 11/19/12	Prepared By: Rachel Fields rafiel
Budget Director <i>[Signature]</i> Date: 11/21/12	Reference:
Department Director <i>[Signature]</i> Date: 11-20-2012	Budget & Research Use Only
Finance Director <i>[Signature]</i> Date: 11-26-2012	Type: A B C D E P
Chief of Staff <i>[Signature]</i> Date: 11-26-12	General Ledger Date
Mayor <i>[Signature]</i> Date: 11/27/12	Posted to General Ledger Initial Date
	Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT

TOTAL BUDGET ADJUSTMENT			1,968	1,968		
			Increase / (Decrease)		Project.Sub	
Account Name	Account Number		Expense	Revenue	Number	
Community Outreach Projs	2180.4945.5390.01	EX	1,968	-	12003	1
Donations	2180.0918.4809.00	RE	-	1,968	12003	1
					.	
					.	



City of Fayetteville Staff Review Form

A. 8
Community Development Block
Grant Housing Program
Page 1 of 4

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

12/18/2012

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing CDBG program income received from a Housing Program lien payoff in the amount of \$2,218.

Cost of this request

2180.4940.5315.00

Account Number

\$

Category / Project Budget

\$

Funds Used to Date

\$

Remaining Balance

Program Category / Project Name

Program / Project Category Name

Community Services

Fund Name

Budgeted Item

Budget Adjustment Attached

X

Julie C. Pike
Department Director

11-20-12
Date

Previous Ordinance or Resolution #

John B. Kelley
City Attorney

11-21-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Berlin
Finance and Internal Services Director

11-26-2012
Date

Received in City Clerk's Office
11-20-12 P03:31 RCVD
King J.

Don Man
Chief of Staff

11-26-12
Date

Received in Mayor's Office
11/21/12 BCP

Freddie Jay
Mayor

11/27/12
Date

Staff recommends approval of the Budget Adjustment.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From: Yolanda Fields, Dir. Community Services 

Date: November 19, 2012

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

The Community Development Block Grant Housing Program assists qualified low-moderate income homeowners in Fayetteville to be able to remain in their homes by providing home rehabilitation such as siding, roofing, doors, windows, electrical and plumbing upgrades. A forgivable lien is placed on rehabilitated homes that reflects the cost of the project. If the home is sold before the forgivable lien period expires, the balance of the lien must be repaid to the CDBG program as Program Income.

Community Services would like to budget the Program Income received from a Housing Program lien payoff in the amount of \$2,218.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the CDBG Program Income.

BUDGET IMPACT:

Increase the Contract Services account for the CDBG Housing Program by \$2,218 as listed in the budget adjustment. The Housing Program's Contract Services account is used to pay for housing rehabilitation for qualified low-moderate income homeowners in Fayetteville.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE
AMOUNT OF \$2,218.00 REPRESENTING A COMMUNITY DEVELOPMENT
BLOCK GRANT HOUSING PROGRAM LIEN PAYOFF**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of \$2,218.00 representing a Community Development Block Grant housing program lien payoff.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

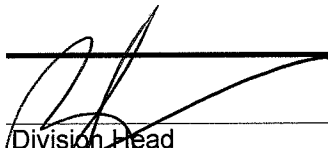
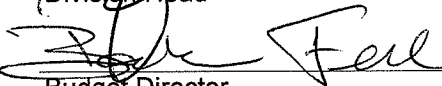
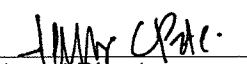
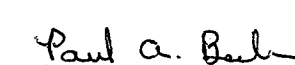
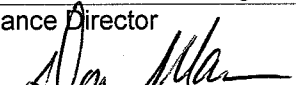
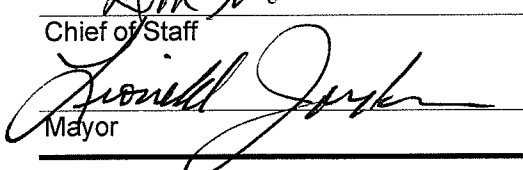
**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 8 V12.0724
Community Development Block
Grant Housing Program
Page 4 of 4

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 11/19/2012	Adjustment Number
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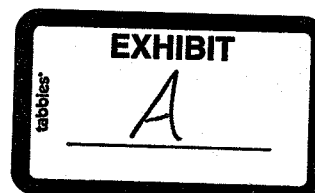
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Housing Contract Services by \$2,218 to recognize CDBG Program Income.

 Division Head	11/19/12 Date	Prepared By: Rachel Fields rafiels
 Budget Director	11/21/12 Date	Reference:
 Department Director	11-20-2012 Date	Budget & Research Use Only
 Finance Director	11-20-2012 Date	Type: A B C <u>D</u> E P
 Chief of Staff	11-26-12 Date	General Ledger Date
 Mayor	11/27/12 Date	Posted to General Ledger Initial Date
		Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT

TOTAL BUDGET ADJUSTMENT		2,218	2,218	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Contract services	2180.4940.5315.00	2,218	-	.
CDBG program income	2180.0918.4910.00	-	2,218	.
				.
				.



AGENDA REQUEST

A. 9
Rule D. 4 Reconsideration
Page 1 of 8

FOR: COUNCIL MEETING OF DECEMBER 18, 2011

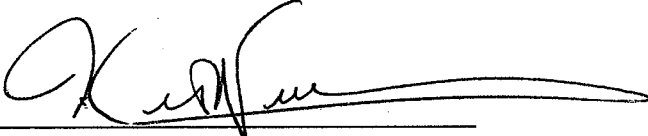
FROM:

KIT WILLIAMS, CITY ATTORNEY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Amend D. Procedures And Parliamentary Rules Subsection 4.
Reconsideration Of The City Council Rules Of Order And Procedure To Clarify
That Only A Council Member Who Voted On The Prevailing Side Can Move To
Reconsider A Motion

APPROVED FOR AGENDA:



City Attorney

Nov 28, 2012
Date



Mayor

11/29/12
Date

11-23-12 A10:15 RCVD

Kim Q.



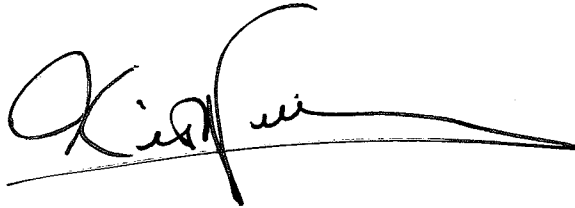
Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff
Paul Becker, Finance Director

FROM: Kit Williams, City Attorney



DATE: November 21, 2012

RE: Rule D. 4 Reconsideration

There was some question after the November 20th City Council meeting about who was the proper person to move to reconsider the vote in which the budget resolution failed to get five affirmative votes and thus failed (even though it received four "yes" votes to three "no" votes). Alderman Ferrell voted with the prevailing side when he voted "no". Therefore it was proper for him to move to reconsider the Resolution.

In my memo to you of September 17, 2009, (attached), I quoted Robert's Rules of Order while discussing when an alderman could move to reconsider. It is clear that the alderman must have "voted with the prevailing side." Below are the sections I quoted from Robert's Rules of Order.

"The Motion to Reconsider a vote must be made by a member who voted with the prevailing side (whether it was for or against), unless the vote was by ballot, in which case votes are secret."
(page 133)

In another section, Robert's Rules of Order discusses Motion to Reconsider.

"There's only one way to consider a question a second time during the same session after it already has been adopted, rejected, or suppressed: You move to Reconsider the vote on the question. However, to make the motion, you must have voted on the prevailing side (either for or against) when the question was first considered." (page 221)

Although I believe it was clearly correct for Alderman Ferrell to move to reconsider the Resolution after it failed, I think our Rule 4 **Reconsideration** should be more clear. Thus, I am proposing to amend it to replace "majority" with "prevailing side."

The reason for such a restriction on who can move to reconsider an ordinance or resolution is to prevent someone on the losing side from vainly bringing up an issue already decided. If none on the prevailing side wants to reconsider an issue, that issue will almost certainly be decided the same if it was reconsidered. Only if a member of the prevailing side is willing to reconsider his or her vote by moving to reconsider will there be a reasonable chance that the vote will be different and the previous decision reversed.

To ensure there is no confusion about who is authorized to bring up a motion to reconsider, please amend your rule as I have suggested.

RESOLUTION NO. _____

A RESOLUTION TO AMEND D. PROCEDURES AND PARLIAMENTARY RULES SUBSECTION 4. RECONSIDERATION OF THE CITY COUNCIL RULES OF ORDER AND PROCEDURE TO CLARIFY THAT ONLY A COUNCIL MEMBER WHO VOTED ON THE PREVAILING SIDE CAN MOVE TO RECONSIDER A MOTION

WHEREAS, through a memo of September 17, 2009, the City Attorney quoted Roberts Rules of Order: “The Motion to Reconsider a vote must be made by a member who voted with the prevailing side (whether it was for or against)”;

WHEREAS, the current rule’s use of “majority” was intended to mean the “prevailing side”, but could be confusing since ordinances and resolutions must have five affirmative votes to pass so that an ordinance or resolution would fail even if it received more “yes” votes than “no” votes if it failed to receive five affirmative votes; and

WHEREAS, to remove any possible confusion, “majority” should be changed to “prevailing side.”

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends **D. Procedures and Parliamentary Rules Subsection 4. Reconsideration** of the **City Council Rules of Order and Procedure** by replacing “majority” with “prevailing side” so that subsection 4. **Reconsideration** shall be as follows:

“After the decision of any question, any member of the prevailing side may move to reconsider any action at the same or next succeeding meeting; provided, however, that a resolution authorizing or relating to a contract may be reconsidered at any time before final execution thereof.” (emphasis added.)

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

APPROVED:

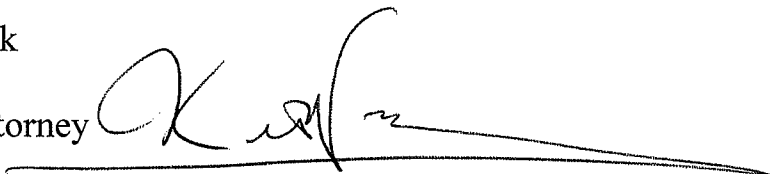
ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

TO: **Lioneld Jordan**, Mayor
City Council
Sondra Smith, City Clerk

FROM: **Kit Williams**, City Attorney



DATE: **September 17, 2009**

RE: **Motion To Reconsider**

I have been asked whether an alderman who did not vote could move to reconsider an item that failed. As you know, an ordinance or resolution requires five affirmative votes to pass regardless of the number of aldermen present. The Mayor can only vote yes if the mayor's vote is needed to pass the ordinance, resolution or motion.

Your **Rules of Order and Procedure** is your primary guide for parliamentary procedure. If your rules are not clear or do not cover a parliamentary issue, you refer first to the Arkansas Municipal League's "Procedural Rules of Arkansas Officials." If this does not clarify the issue, your Rules state that you will apply Robert's Rules of Order (See Rule D.2 of the Rules of Order and Procedure of the Fayetteville City Council.)

Your Rules specifically cover a Motion To Reconsider in Rule D.4.

"After the decision of any question, **any member of the majority** may request reconsideration of any action at the same or next succeeding meeting; provided, however, that a resolution authorizing or relating to a contract may be reconsidered at any time before final execution thereof."
(emphasis added.)

This language “member of the majority” would appear to exclude a non-voting member, whether absent or non-voting for any other reason. The Municipal League’s “Procedural Rules For Municipal Officials” provides no further guidance. Robert’s Rules of Order states:

“The Motion to Reconsider a vote must be made by a member who **voted** with the prevailing side (whether it was for or against), unless the note was by ballot, in which case votes are secret.” (page 133) (emphasis added).

In another section, Robert’s Rules of Order discusses Motion to Reconsider.

“There’s only one way to consider a question a second time during the same session after it already has been adopted, rejected, or suppressed: You move to Reconsider the vote on the question. However, **to make the motion, you must have voted** on the prevailing side (either for or against) when the question was first considered. (page 221) (emphasis added)

Therefore, both your own adopted **Rules of Order and Procedure** and Robert’s Rules of Order indicate that **only an alderman who voted on the prevailing side can move to reconsider** an ordinance, resolution, or motion that passed or failed. Any alderman can second such Motion to Reconsider regardless of how such person originally voted or even if such alderman did not vote.

one nominee for a position. A majority vote of the City Council shall be required for election. In the absence of the Mayor, the Vice Mayor shall preside at the City Council meeting.

3. **Privileges of the Vice Mayor**

The Vice Mayor acting as the Mayor may move, second and debate from the chair and shall not be deprived of the rights and privileges of being a member of the City Council by reason of her or his acting as the Vice Mayor.

D. **PROCEDURES AND PARLIAMENTARY RULES**

1. **Agenda**

The City Council's agenda order shall be coordinated by the Mayor. All items for discussion or action at the regular council meeting shall be included in a Tentative Agenda provided to Aldermen prior to an Agenda Session where the Aldermen shall determine the final arrangement of the Agenda. Any item the Mayor or an Alderman wishes to include on the Final Agenda that was not included on the Tentative Agenda may only be added to the Final Agenda during the Agenda Session. At the regular meeting of the City Council, the Council, by majority vote, may rearrange the order of the Agenda. An item may be added to the Agenda at the City Council meeting only by a Motion to Suspend the Rules.

2. **Precedence of Motions**

The City Council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's 'Procedural Rules for Arkansas Municipal Officials.' In the event a matter is not covered by the 'Procedural Rules for Arkansas Municipal Officials,' the most recent edition of *Robert's Rules of Order* shall apply. On questions of appeal, a majority of those present is required to overturn a ruling by the chair."

3. **Motions to be Stated by the Chair/Withdrawal**

When a motion is made and seconded; it shall be stated by the Mayor before debate. After being stated by the Mayor, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the City Council.

4. **Reconsideration**

After the decision of any question, any member of the majority may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

Current rule ↑

City of Fayetteville Staff Review Form

A. 10
Post-Issuance Tax
Compliance Procedures
Page 1 of 18

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

12/18/2012

City Council Meeting Date
Agenda Items Only

Paul A Becker

Submitted By

Finance and Internal Services

Division

Finance and Internal Services

Department

Action Required:

The City's Bond Counsel has recommended that Fayetteville formally adopt a set of Post-Issuance Compliance Policies and Procedures relating to bond issues. It is requested the City Council adopt the attached policies and procedures for the reasons specified by Kutak Rock LLP in the attached correspondence.

N/A

Cost of this request

\$

Category / Project Budget

Program Category / Project Name

\$

Account Number

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐

Department Director

Paul A. Becker

11-30-2012

Date

Previous Ordinance or Resolution #

Original Contract Date:

City Attorney

K. R. R.

12-3-2012

Date

Original Contract Number:

Finance and Internal Services Director

Paul A. Becker

12-4-2012

Date

Received in City
Clerk's Office

ENTERED

Sec

12/3/12

Chief of Staff

Hon. Man

12-5-12

Date

Received in
Mayor's Office

ENTERED

12/3/12

Mayor

Thomas Jordan

12/6/12

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan, and Members of the City Council

Thru: Don Marr, Chief of Staff

From: Paul A Becker, Finance and Internal Services Director

Date: 11/30/2012

Subject: Adoption of Post-Issuance Compliance Policies and Procedures

PROPOSAL: Our Bond Counsel has recommended that the City Council adopt Post-Issuance Compliance Policies and Procedures relating to previously issued bonds. They have, in fact, sent recommended policies and procedures to us for consideration. My accounting staff and I have carefully reviewed those recommendations and feel that it would be appropriate to adopt them. Essentially we are performing the required tasks, but this would formalize that practice.

A key element in the policy would be that I would be named as the responsible officer to insure the policy and procedures were followed. I feel that is currently my responsibility anyway. The adoption of formal policies and procedures will help demonstrate a positive internal control environment over issued bonds in the event of an IRS bond audit.

RECOMMENDATION: It is recommended that the Council adopt the attached Post-Issuance Compliance Policies and Procedures

BUDGET IMPACT: None

KUTAK ROCK LLP

SUITE 2000
124 WEST CAPITOL AVENUE
LITTLE ROCK, AR 72201-3706

501-975-3000
FACSIMILE 501-975-3001

www.kutakrock.com

NORTHWEST ARKANSAS OFFICE
SUITE 400
234 EAST MILLSAP ROAD
FAYETTEVILLE, ARKANSAS 72703-4099
479-973-4200

GORDON M. WILBOURN
gordon.wilbourn@kutakrock.com
(501) 975-3101

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OKLAHOMA CITY
OMAHA
PHILADELPHIA
RICHMOND
SCOTTSDALE
WASHINGTON
WICHITA

September 10, 2012

City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

Re: Adoption of Post-Issuance Compliance Policies and Procedures

Ladies and Gentlemen:

The Internal Revenue Service has recently been focusing on the need for issuers of tax-exempt and tax credit obligations to adopt written policies and procedures dealing with post-issuance diligence and compliance. The need for written policies and procedures applies to issuers of all types, from the issuers of the smallest or most straightforward of governmental deals, to large State issuers, to issuers of conduit loan programs and sophisticated structured financings.

As stated in its most recent internet publication on post-issuance compliance for the tax-exempt bond community (<http://www.irs.gov/taxexemptbond/article/0,,id=243503.00.html>), the IRS indicates that these written procedures must

“... go beyond reliance on tax certificates included in bond documents provided at closing. Sole reliance on the closing bond documents may result in procedures insufficiently detailed or not incorporated into an issuer’s operations. Written procedures should contain certain key characteristics, including making provision for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official or employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);

KUTAK ROCK LLP

September 10, 2012
Page 2

- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

The goal of establishing and following written procedures is to identify and resolve noncompliance, on a timely basis, to preserve the preferential status of tax-advantaged bonds. Generally, an issuer that has established and followed comprehensive written procedures to promote post-issuance compliance is less likely than an issuer that does not have such procedures, to violate the federal tax requirements related to its bonds.”

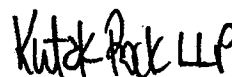
The IRS has further stated that any issuer who identifies a violation in accordance with the implementation of its written post-issuance compliance procedures can generally expect to receive more favorable treatment in resolving its tax violation under IRS’s voluntary compliance program (VCAP) than if the issuer has not implemented such procedures.

Kutak Rock is of the view that this last statement, more than any other set forth on the IRS’s website, together with revisions to Forms 8038 and 8038-G in 2011 that specifically require an issuer to report whether it has adopted post-issuance compliance procedures, represent a significant change in tone in the IRS’s approach to post-issuance compliance and can be read to be imposing an affirmative duty on issuers and conduit borrowers to adopt such procedures as soon as possible.

To explain further the concept of and requirement for written policies and procedures concerning post-issuance compliance for federal tax purposes, we have attached a memorandum entitled “A Bond Issuer’s and Conduit Borrower’s Procedures for Post-Issuance Compliance” as Exhibit I that answers some frequently asked questions.

Kutak Rock recommends that all issuers of governmental bonds adopt and implement written post-issuance compliance policies and procedures as soon as practicable and, if at all possible, prior to issuance of your next issue of tax-advantaged bonds. To facilitate adoption and implementation, also attached are forms of a resolution and procedures documentation that may be used or tailored by issuers to establish and implement written policies and procedures.

Yours truly,



Kutak Rock LLP

KUTAK ROCK LLP

September 10, 2012

Page 3

Kutak Rock LLP ("Kutak Rock") is delivering the form of proposed post-issuance compliance resolution and written policies and procedures attached to this letter as a service to its issuer and conduit borrower clients or pursuant to a separate written engagement to deliver these materials. Unless otherwise specified in writing transmitted by Kutak Rock, any responsibilities with respect to these materials terminates on the date of receipt of these procedures by the recipient. Unless separately engaged in writing to do so, delivery of these materials does not constitute an engagement of Kutak Rock with respect to any of the recipient's post-issuance compliance duties, and the delivery of these materials in and of itself has not involved and does not involve (i) any affirmation, confirmation, adjustment, or other actions taken with respect to any legal opinions delivered with respect to any obligations of the recipient by Kutak Rock, (ii) acceptance by Kutak Rock of any obligation to monitor the recipient's compliance with post-issuance compliance duties, or (iii) any obligation of a continuing nature by Kutak Rock.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE AND ADOPT POST-ISSUANCE TAX COMPLIANCE PROCEDURES TO BE FOLLOWED IN CONNECTION WITH EACH ISSUE OF TAX-EXEMPT BONDS BY THE CITY

WHEREAS, the City of Fayetteville has previously issued and will in the future issue series of bonds (the "Tax-Exempt Bonds") the interest on which is excluded from gross income of the owners thereof pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Regulations"); and

WHEREAS, in connection with the issuance of each series of Tax-Exempt Bonds, the City has executed or will execute covenants and certificates wherein the City represents that it expects and intends to be able to comply with and will, to the extent permitted by law, comply with the provisions and procedures set forth in such covenants and certificates and will do and perform all acts and things necessary or desirable in order to assure that the interest on the series of Tax-Exempt Bonds to which such covenants and certificates relate will be excluded from gross income of the owners thereof for federal income tax purposes; and

WHEREAS, upon the advice of the City's Bond Counsel Gordon Wilbourn of Kutak Rock, the City has determined that it is advantageous and in the best interests of the City and the owners of the Tax-Exempt Bonds to adopt certain post-issuance compliance procedures substantially in the form attached hereto as Exhibit A and made a part hereof (the "Post-Issuance Tax Compliance Procedures");

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 and adopts the Post-Issuance Tax Compliance Procedures in the form attached hereto as Exhibit A, and said Post-Issuance Tax Compliance Procedures shall be applicable to all Tax-Exempt Bonds now or hereafter issued by the City.

Section 2: That the City Council hereby authorizes and directs the Compliance Officer listed in the Post-Issuance Tax Compliance Procedures (City Finance Director) to take such actions as such Compliance Officer, after appropriate consultation with Bond Counsel to the City, deems necessary, appropriate or desirable to effect the implementation of the Post-Issuance Tax Compliance Procedures.

PASSED and APPROVED this 15th day of January, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CITY OF FAYETTEVILLE ARKANSAS POST-ISSUANCE TAX COMPLIANCE PROCEDURES

The purpose of these Post-Issuance Tax Compliance Procedures (the "Procedures") is to establish procedures in connection with tax-exempt bonds issued by the City of Fayetteville, Arkansas (the "City") so as to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of such bonds are met.

General

In connection with the issuance of any issue of tax-exempt bonds by the City, the Mayor will execute a tax regulatory agreement or tax compliance certificate (either, a "Tax Certificate") that describes the requirements and provisions of the Internal Revenue Code that must be followed in order to maintain the tax exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the City at the time of issuance of such bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with their proceeds. These Procedures supplement and support the covenants and representations made by the City in each such Tax Certificate with respect to the corresponding issue of tax-exempt bonds. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the City, through its Finance and Internal Services Department, will track and monitor the actual use of the proceeds of the corresponding issue of bonds, the investment and expenditure of the bond proceeds and the assets financed or refinanced with the proceeds of such bonds over the life of such bonds. In the event the City acts as a conduit issuer to issue tax-exempt bonds for the benefit of a third-party borrower or other third-party beneficiary (each a "Beneficiary"), certain of the tasks set forth herein may be performed by the Beneficiary pursuant to a written agreement with the City.

Designation of Responsible Person

Mr. Paul Becker, Senior Director of the City's Finance and Internal Services Department, or his successor (the "Compliance Officer"), shall maintain an inventory of bonds and assets financed which contains the pertinent data to satisfy the City's monitoring responsibilities with respect to its tax-exempt bonds. Other individuals may be responsible for implementing certain portions of these Procedures under the auspices of the Compliance Officer as described herein. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Compliance Officer.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The Compliance Officer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate

requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the bonds.

The Compliance Officer also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of bond-financed or refinanced assets.

The City shall engage an expert advisor (a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of bond proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds.

Unless otherwise provided by the applicable Tax Certificate providing for the issuance of a series of bonds, unexpended bond proceeds shall be held in a segregated account and the investment of bond proceeds shall be managed by the City. The City shall prepare regular, periodic statements regarding the investments and transactions involving bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of tax-exempt bonds, the Compliance Officer or his or her designee shall be responsible for:

- engaging the services of the Rebate Service Provider and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of bond proceeds to the Rebate Service Provider;
- providing to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- monitoring efforts of the Rebate Service Provider;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the bonds, and no later than 60 days after the last bond of each issue is redeemed;
- during the construction period of each capital project financed in whole or in part by bonds, monitoring the investment and expenditure of bond proceeds and consulting with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the bonds; and
- retaining copies of all arbitrage reports and account statements as described below under "Record Keeping Requirement."

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of each issue of tax-exempt bonds, has agreed or will agree to undertake the tasks listed above

(unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The Compliance Officer or his or her designee shall be responsible for:

- monitoring the use of bond proceeds and the use of bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining an inventory of bonds and records identifying the assets or portion of assets that are financed or refinanced with proceeds of the bonds, including a final allocation of bond proceeds as described below under “Record Keeping Requirement;”
- consulting with bond counsel and other legal counsel and advisers as necessary in the review of any contracts or arrangements involving use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of bond-financed or refinanced assets as described below under “Record Keeping Requirement;”
- conferring at least annually with personnel responsible for bond-financed or refinanced assets to identify and discuss any existing or planned use of bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the City discovers that any applicable tax restrictions regarding use of bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of each series of tax-exempt bonds, has agreed or will agree to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The Compliance Officer or his or her designee shall be responsible for maintaining the following documents for the term of each issue of tax-exempt bonds (including refunding bonds, if any) plus at least three years:

- a copy of the bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of bonds, including any elections made by the City in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, and

payment records, draw requests for bond proceeds and evidence as to the amount and date for each draw down of bond proceeds, as well as documents relating to costs paid or reimbursed with bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds, including a final allocation of bond proceeds (although the responsibilities of the City to perform the tasks set forth above may be satisfied by obtaining the written agreement of a Beneficiary to perform such tasks);

- once a project has been completed and placed in service, maintain copies of all prospective contracts and arrangements, if any, involving the use of bond-financed or refinanced assets (although the responsibilities of the City to perform the tasks set forth above may be satisfied by obtaining the written agreement of a Beneficiary to perform such tasks);
- copies of all statements and reports, including arbitrage reports, prepared with respect to City bonds; and
- a copy of all records of investments, arbitrage reports and underlying documents, including statements in connection with any investment agreements, and copies of all bidding documents, if any.

Conduit Bond Issue Compliance Requirements

Any Beneficiary of an issue of tax-exempt bonds by the City must complete the Written Procedures for Ongoing Compliance for a Beneficiary/Borrower in substantially the form attached to these Procedures as Exhibit A. Such Written Procedures must be included in the transcript of closing documents for said tax-exempt bonds.

EXHIBIT A

[This form to be completed by the Borrower/Beneficiary and bond counsel prior to closing and included in the transcript of closing documents for the Bonds.]

Written Procedures for Ongoing Compliance for a Borrower/Beneficiary Of Bonds issued by the City of Fayetteville, Arkansas

The following procedures apply to the **[Name of Bond Issue]** (the “Bonds”) issued by the City of Fayetteville, Arkansas (the “City”). These procedures are hereby approved and adopted by the **[Title of Authorized Official]** of the **[Name of the Borrower]** (the “Borrower”) and will not be amended or rescinded by the Borrower after the issuance of the Bonds without prior written notice to the Mayor and the Senior Director of the City’s Finance and Internal Services Department.

These procedures are intended to supplement the procedures evidenced in writing by the **[Name of Federal Tax Agreement]** (the “Tax Agreement”), IRS Form 8038 filed in connection with the Bonds, and the instructions to IRS Form 8038.

A. **Responsible Person.** The Borrower has assigned to **[insert name]**, who is currently the **[insert position]** of the Borrower (the “Responsible Person”), the responsibility for ensuring compliance with the requirements of the Tax Agreement and the other covenants of the Borrower in the bond documents, including the dissemination to the City of the Borrower’s annual financial information and copies of any continuing disclosure filings the Borrower makes. This responsibility is included in the job description for **[insert position]** and the Responsible Person has or will review these procedures, the Tax Agreement, Form 8038, and the instructions for Form 8038, and be trained as follows:

[Training procedures to be filled in.]

B. **Succession Planning.** The Borrower has established the following procedures to ensure that, when **[insert name]** leaves the position of **[insert position]**, the responsibility for bond covenant compliance will be explained in detail to his/her successor, his/her successor will be provided compliance training in the same manner as the original Responsible Person, and that notice of any succession will be given in writing to the Mayor and the Senior Director of the City’s Finance and Internal Services Department:

[Succession procedures to be filled in.]

C. **Procedures for the Timely Expenditure of Bond Proceeds.** The Borrower understands that it must spend at least 85% of the net sale proceeds of the Bonds to carry out the projects financed with the proceeds of the Bonds within three years from the date of issuance of the Bonds. The Borrower will treat as “sale proceeds” any amounts actually or constructively received by the Borrower from the sale of the Bonds, including amounts used to pay

underwriter's or purchaser's discount or compensation and accrued interest other than pre-issuance accrued interest. "Net sale proceeds" means the sale proceeds, less any amount deposited into a reasonably required reserve or replacement fund. The Borrower has established the following procedures for tracking and reporting to the Responsible Person the expenditure of net sale proceeds:

[Expenditure monitoring procedures to be filled in.]

D. Procedures for the Assuring Compliance with Arbitrage Yield Restriction and Rebate Requirements. The Responsible Person will create a system to ensure that, not less than six months prior to each five year anniversary of the closing date, the Borrower will retain an arbitrage rebate consultant to prepare a report determining the yield of the Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), and whether there is any amount owed to the IRS under Section 148 of the Code. The Responsible Person will submit to the Bond trustee and the Mayor and the Senior Director of the City's Finance and Internal Services Department the completed arbitrage rebate report no later than 30 days prior to each five year anniversary of the closing date.

E. Procedures to comply with Remediation Requirements. The Borrower agrees that the Responsible Person will establish a system for tracking and monitoring the use of the facilities financed with the proceeds of the Bonds to ensure that the use of those facilities will not violate the private business tests or the private loan financing test under Section 141 of the Code. If, after the issuance of the Bonds, the use of the facilities financed with the proceeds of the Bonds changes so that the private business tests or the private loan financing test would be met, or if another violation of these procedures occurs which requires correction, the Borrower will notify the Mayor and the Senior Director of the City's Finance and Internal Services Department and, in connection with consulting bond counsel, undertake a closing agreement through the Tax-Exempt Bonds Voluntary Closing Agreement Program or take one of the actions permitted by the Code and associated regulations.

F. Ongoing Procedures. The Responsible Person will review these procedures, the Tax Agreement, the Form 8038, the instructions for Form 8038, and the status and use of the Bond financed facilities on at least an annual basis and at the following intervals: (i) six months prior to each five-year anniversary of the issue date of the Bonds; (ii) within 30 days of the date the last Bond is retired, defeased or refunded; (iii) when any rebate payment is made; (iv) when a facility financed with proceeds of the Bonds is placed in service; (v) if the Borrower determines that a facility planned to be financed with proceeds of the Bonds will not be completed; and (vi) if any of the representations, statements, circumstances or expectations of the Borrower that are set forth in the Tax Agreement are no longer true, have changed, or have not come to pass as described in the Tax Agreement. This review will be made for the purposes of identifying any possible violation of federal tax requirements related to the Bonds, and to ensure the timely correction of those violations pursuant to the remedial action provisions outlined above or through the Tax-Exempt Bonds Voluntary Closing Agreement Program. If any possible violation is identified, the Responsible Person will notify the Mayor, the Senior Director of the City's Finance and Internal Services Department and the City Attorney so that any existing or expected violation can be corrected.

G. Recordkeeping. The Responsible Person will develop and implement a system for maintaining records relating to the procedures outlined above. Such records shall be kept and maintained for the life of the Bonds, and any bonds that refund the Bonds, plus four years. These records may be maintained on paper, by electronic media, or by any combination thereof.

H. Compliance Meeting. The Borrower agrees to attend a post-closing meeting between the authorized official executing these procedures, the Responsible Person, the Mayor and the Senior Director of the City's Finance and Internal Services Department, and bond counsel. At such meeting, the Borrower and the City will review and discuss these procedures and the Borrower's responsibility for maintaining the status of the Bonds as tax-exempt bonds.

Adopted [insert closing date].

[Authorized Official]

[Responsible Party]

EXHIBIT I

A Bond Issuer's and Conduit Borrower's Procedures for Post-Issuance Compliance

Some Frequently Asked Questions

Issuers and conduit borrowers of tax-exempt bonds have a responsibility to preserve the tax status of the obligations which they have sold to investors. Under the federal tax law, certain aspects of that responsibility continue for as long as the bonds remain outstanding. Recently, issues involving post-issuance compliance have been the subject of IRS and industry attention. Below are some frequently asked questions regarding post-issuance compliance procedures.

What is post-issuance compliance? Post-issuance compliance refers to the actions which an issuer or conduit borrower may need to take in order to preserve a bond's tax-exempt status. In general, post-issuance compliance for bonds which are tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), can be broken down into the following major categories:

1. Monitoring. This consists of controlling the investment and expenditure of bond proceeds and keeping informed as to the use of the bond-financed property.
2. Recordkeeping. In order to defend a challenge to a bond's tax-exempt status by the IRS, it is necessary that the issuer and conduit borrower preserve the appropriate records. These records include documentary evidence with respect to investments, expenditures, arbitrage compliance and use of the bond-financed property.
3. Post-issuance changes. Not infrequently, and either inadvertently or intentionally, bond financed property may be used for a purpose which differs from its initial or intended use. Changes in use raise post-issuance compliance questions and issuers must be prepared to deal with the implications of such a change. The bond documents may also be amended post-issuance in ways which can call into question the continuing tax-exempt status of the bonds.
4. Remediation. In the event an issuer or conduit borrower determines that there is a question as to tax law compliance, there are steps that should be taken to mitigate or eliminate potential taxability of its bonds.

Why do issuers and conduit borrowers need written post-issuance compliance procedures? Issuers and conduit borrowers each covenant in the bond documents to take certain actions, post-issuance, to preserve the tax-advantaged status of each bond issue. As such, this is an enforceable contract with the bondholders. In addition, the Internal Revenue Service (the "IRS") has recently revised the tax form which must be filed with each new bond issuance to require issuers to report as to whether the issuer has adopted certain written post-issuance compliance procedures. Representatives of the IRS have stated publicly and in the Internal Revenue Manual that whether an issuer or conduit borrower has adopted written post-issuance compliance procedures will be given consideration in the resolution of a bond tax controversy, whether as a result of an examination or through the IRS voluntary compliance program (known

as “VCAP”.) Finally, investors may take note of whether an issuer or conduit borrower is diligent in its compliance responsibility, particularly if it has an audit history, in making their investment decisions.

Who should be responsible for post-issuance compliance? The IRS has made it clear that, in their view, there should be designated officers or employees of the issuer who are clearly identified as being responsible. In turn, by operation of the conduit loan agreement and tax closing documentation, conduit bond issuers can be expected to designate officers and employees of a conduit borrower as being responsible. Much depends on the structure of the issuer, the conduit borrower and the type of bond issue. It may require more than one individual to comply (e.g., with respect to investments, someone who handles the issuer’s or conduit borrower’s finances; with respect to private business use, a person who handles operations such as the manager of a rental housing project; with respect to arbitrage rebate, the issuer may retain an outside expert to provide assistance), however, the IRS position is that there be a “buck stops here” individual who has oversight for continuing compliance.

What is the role of bond counsel in post-issuance compliance? Many bond counsel may have a longstanding history with an issuer, having provided advice for many years. However, the typical engagement of bond counsel is transactional and is completed when each separate bond issue is sold and delivered. Issuers should consult with their bond counsel when presented with post-issuance questions (we encourage it very strongly with our clients), but the ultimate responsibility rests with the issuer. Please note that there may be infrequent circumstances where the ethical rules which govern the practice of law preclude bond counsel from advising the issuer in certain post-compliance matters.

Is the issuer more likely to get audited if it reports that it does not have written post-issuance compliance procedures? The IRS does not publish the criteria they use for selecting audit candidates, but the speculation in the bond community is that failure to have such procedures is a factor that the IRS considers.

What form should the written procedures take? Is there a standard format? The IRS has provided no formal guidance regarding the types of procedures they are expecting of issuers. Many of the written procedures may be found in the transcript of proceedings prepared by bond counsel when bonds are issued. However, the IRS has indicated that sole reliance on the bond transcript may result in procedures that are insufficiently detailed or not incorporated into an issuer’s operations. Additional procedures may be provided by the bond trustee, financial advisors, rebate analysts, accountants and bond counsel. Some of it is probably “one size fits all,” but, depending on the particular transaction, is likely to have a component that is specifically tailored for a single issue or project.

What if an issuer fails to follow its own written procedures? The written procedures are intended to be internal to the issuer. Unlike the bonds themselves, which are a contract with the bondholders, the procedures are merely advisory and not legally binding. They should not be considered as creating additional potential liability for an issuer. Rather, they may be thought of as a recommended “best practice.” It is also likely that the procedures themselves may be modified from time to time while the bonds are outstanding, as the law evolves, the bond-financed project matures, or parties involved alter their practices.

EXHIBIT A

[This form to be completed by the Borrower/Beneficiary and bond counsel prior to closing and included in the transcript of closing documents for the Bonds.]

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These procedures are intended to supplement the procedures evidenced in writing by the [Name of Federal Tax Agreement] (the "Tax Agreement"), IRS Form 8038 filed in connection with the Bonds, and the instructions to IRS Form 8038.

A. Responsible Person. The Borrower has assigned to [insert name], who is currently the [insert position] of the Borrower (the "Responsible Person"), the responsibility for ensuring compliance with the requirements of the Tax Agreement and the other covenants of the Borrower in the bond documents, including the dissemination to the City of the Borrower's annual financial information and copies of any continuing disclosure filings the Borrower makes. This responsibility is included in the job description for [insert position] and the Responsible Person has or will review these procedures, the Tax Agreement, Form 8038, and the instructions for Form 8038, and be trained as follows:

[Training procedures to be filled in.]

B. Succession Planning. The Borrower has established the following procedures to ensure that, when [insert name] leaves the position of [insert position], the responsibility for bond covenant compliance will be explained in detail to his/her successor, his/her successor will be provided compliance training in the same manner as the original Responsible Person, and that notice of any succession will be given in writing to the Mayor and the Senior Director of the City's Finance and Internal Services Department:

[Succession procedures to be filled in.]

C. Procedures for the Timely Expenditure of Bond Proceeds. The Borrower understands that it must spend at least 85% of the net sale proceeds of the Bonds to carry out the projects financed with the proceeds of the Bonds within three years from the date of issuance of the Bonds. The Borrower will treat as "sale proceeds" any amounts actually or constructively received by the Borrower from the sale of the Bonds, including amounts used to pay underwriter's or purchaser's discount or compensation and accrued interest other than pre-issuance accrued interest. "Net sale proceeds" means the sale proceeds, less any amount

deposited into a reasonably required reserve or replacement fund. The Borrower has established the following procedures for tracking and reporting to the Responsible Person the expenditure of net sale proceeds:

[Expenditure monitoring procedures to be filled in.]

D. Procedures for the Assuring Compliance with Arbitrage Yield Restriction and Rebate Requirements. The Responsible Person will create a system to ensure that, not less than six months prior to each five year anniversary of the closing date, the Borrower will retain an arbitrage rebate consultant to prepare a report determining the yield of the Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), and whether there is any amount owed to the IRS under Section 148 of the Code. The Responsible Person will submit to the Bond trustee and the Mayor and the Senior Director of the City's Finance and Internal Services Department the completed arbitrage rebate report no later than 30 days prior to each five year anniversary of the closing date.

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F. Ongoing Procedures. The Responsible Person will review these procedures, the Tax Agreement, the Form 8038, the instructions for Form 8038, and the status and use of the Bond financed facilities on at least an annual basis and at the following intervals: (i) six months prior to each five-year anniversary of the issue date of the Bonds; (ii) within 30 days of the date the last Bond is retired, defeased or refunded; (iii) when any rebate payment is made; (iv) when a facility financed with proceeds of the Bonds is placed in service; (v) if the Borrower determines that a facility planned to be financed with proceeds of the Bonds will not be completed; and (vi) if any of the representations, statements, circumstances or expectations of the Borrower that are set forth in the Tax Agreement are no longer true, have changed, or have not come to pass as described in the Tax Agreement. This review will be made for the purposes of identifying any possible violation of federal tax requirements related to the Bonds, and to ensure the timely correction of those violations pursuant to the remedial action provisions outlined above or through the Tax-Exempt Bonds Voluntary Closing Agreement Program. If any possible violation is identified, the Responsible Person will notify the Mayor, the Senior Director of the City's Finance and Internal Services Department and the City Attorney so that any existing or expected violation can be corrected.

G. Recordkeeping. The Responsible Person will develop and implement a system for maintaining records relating to the procedures outlined above. Such records shall be kept and maintained for the life of the Bonds, and any bonds that refund the Bonds, plus four years. These records may be maintained on paper, by electronic media, or by any combination thereof.

H. Compliance Meeting. The Borrower agrees to attend a post-closing meeting between the authorized official executing these procedures, the Responsible Person, the Mayor and the Senior Director of the City's Finance and Internal Services Department, and bond counsel. At such meeting, the Borrower and the City will review and discuss these procedures and the Borrower's responsibility for maintaining the status of the Bonds as tax-exempt bonds.

Adopted [insert closing date].

[Authorized Official]

[Responsible Party]

C. 1
Raze and Removal 320 W. North Street
Page 1 of 18

12/18/2012

Submitted By
Yolanda Fields

**Development Services
Department**

Public Hearing and Resolution to order the Raze and Removal of the unsafe structure located at 320 W. North Street (WC Parcel # 765-10576-000) and approval of a Budget Adjustment in the amount of \$4,875.00

Program Category / Project Name

Raze and Removal	
Program / Project Category Name	

General Fund

Fund Name

Budget Adjustment Attached	X
-----------------------------------	---

Previous Ordinance or Resolution #

Original Contract Date: _____

Original Contract Number:

Received in City 1-23-12 11:23 RCVD
Clerk's Office

Received in
Mayor's Office

ENTERED
11/28/12
P.H.

Revised January 15, 2009

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director 

From: Yolanda Fields, Community Services Director 

Date: November 26, 2012

Subject: Raze and Removal of structure at 320 W. North Street

RECOMMENDATION

Staff recommends approval of the Resolution ordering the Razing and Removal of a dilapidated and unsafe structure located at 320 W. North Street. Staff also recommends approval of the budget adjustment in the amount of \$4,875.00.

BACKGROUND

Service Request # 117200, Case # 15155: Code Compliance responded to a request concerning the structure located at 320 W. North Street. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structure was in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: *major deterioration of the house has occurred since last inspection. Roof soggy, soffit rotted out, and section of interior walls rotten with exposed interior section.* The roof, floors and ceiling have major damage and any repairs would require structure be brought up to current building codes.

On May 3, 2012, an Unsafe Building Notice of Violation was delivered to the property owner, Robert Wilkes. By ordinance, the property owner was given until June 4, 2012 to acquire a building permit or to raze and remove the structure. On October 26, 2012, a Notice of Public Hearing was delivered to the property owner informing him of the December 18, 2012 Public Hearing.

DISCUSSION

This parcel contains a 1,557 square foot, wood frame single family dwelling. The structure is secured, but has deteriorated to a point where it is no longer safe. There is not a current building permit on this structure.

BUDGET IMPACT

If the property owner does not comply with the Raze and Removal order, the cost for the Raze and Removal will be \$4,875. A Lien will be placed on the parcel for the incurred costs, pending City Council approval.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY MISSION PROPERTIES, LLC LOCATED AT 320 W. NORTH STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, Robert W. Wilkes is the record owner of the real property situated at 320 W. North Street, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-10576-000; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Robert W. Wilkes, having been properly served with a Violation Notice via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Robert W. Wilkes is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Robert W. Wilkes does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

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

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

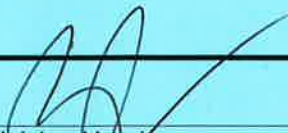
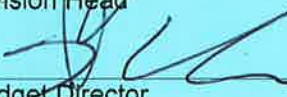
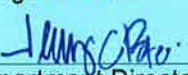
**City of Fayetteville, Arkansas
Budget Adjustment Form**

C. 1 V12.0724
Raze and Removal 320 W. North Street
Page 4 of 10

Budget Year 2012	Division: Community Services Department: Development Services	Request Date 11/27/2012	Adjustment Number
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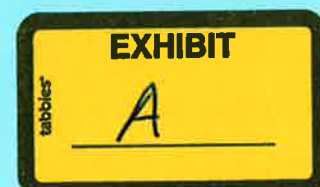
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Move \$654 Raze and Removal funds from cancelled project #10033-1001 to current Raze and Removal project #10033-1204 for 320 North, and add \$4221 additional funding to the current project.

 Division Head	11/21/12 Date	Prepared By: Rachel rafiels
 Budget Director	11-22 Date	Reference:
 Department Director	11.27.2012 Date	Budget & Research Use Only
 Finance Director	11-29-2012 Date	Type: A B C D E P
 Chief of Staff	12-3-12 Date	General Ledger Date
 Mayor	12/3/12 Date	Posted to General Ledger Initial Date
		Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT

		4,221		4,221	
		Increase / (Decrease)			
Account Name	Account Number	Expense	Revenue	Project.Sub Number	
Raze and Removals	1010.6420.5315.04	37 4,875	-	10033 . 1204	
Raze and Removals	1010.6420.5315.04	37 (654)		10033 . 1001	
Use of fund balance	1010.0001.4999.99	RE	4,221	.	
				.	
				.	





Code Compliance Program Unsafe Building Violation Determination

Address / Location: 320 W. North St.

WC Parcel # 765-10576-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

☒ *I recommend the raze and removal of the structure.*

☐ *I recommend securing the structure.*

Building Official

10 Apr 12

Observations: Since last inspection major deterioration of the house has occurred with roof sagging, soffit rotted out, section of the exterior wall rotten with exposed interior sections

I have determined that the structure above is not in violation of Subsection 173.09 (A) of the Fayetteville Code Of Ordinances.

Building Official

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: March 26, 2012

SR# 117200

Date Received: 4/10/12

Case#

Community Services Division Director

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701



C. 1
Raze and Removal 320 W. North Street
Office of Code Compliance
Phone 479-575-8260
Fax 479-444-3445

VIOLATION NOTICE

May 01, 2012

Owner **ROBERT W. WILKES**
2766 N. CLUB DR. #4

FAYETTEVILLE, AR 72703

RE: Property @ 320 W NORTH ST, Fayetteville, AR

WC Parcel # 765-10576-000

Case # 15155

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8232.**

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

ROSCOE JOHNSON
Code Compliance Officer

Cc: file



Code Compliance Program
OFFICER DELIVERY FORM

Document: Notice of Violation: 173.09 Unsafe Buildings

Name and Address to Deliver: Robert Wilkes
2766 N Club Dr #4
Fayetteville, AR 72703

Owner/Occupant's Signature: Robert Wilkes

Return of Service

I certify that I provided a true copy of the document described above to:

Name of Recipient: Robert Wilkes

Officer Name: Laura Wilson

Officer Signature: [Signature]

Delivery Date: 5/3/12



C. 1
City of Fayetteville
Code Compliance
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone 479-575-8260

October 25, 2012

Robert W. Wilkes
2766 N. Club Drive #4
Fayetteville, AR 72703

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **320 W. North Street (Parcel #765-10576-000)**, should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8260.

The hearing will be part of a regular City Council meeting on December 18, 2012 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Ball".

Chad Ball
Code Compliance Administrator

Cc: file



Code Compliance Program
OFFICER DELIVERY FORM

Document: Notice of Violation: 173.09 Unsafe Buildings

Name and Address to Deliver: Robert W Wilkes
2766 N Club Dr #4
Fayetteville, AR 72703

Owner/Occupant's Signature:

A handwritten signature in black ink, appearing to read "Robert W Wilkes", written over a horizontal line.

Return of Service

I certify that I provided a true copy of the document described above to:

Name of Recipient:

ROBERT WILKES

Officer Name:

ADAM ROBERTS

Officer Signature:

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

Delivery Date:

10/26/12

Record 1 of 1 Last Updated 11/25/12

[Print Page](#)Parcel Number: **765-10576-000** Prev. Parcel Number: **143798-000-00** Type: **RI**Location: **320 W NORTH ST**Owner Name: **WILKES, ROBERT W**Mailing Address: **320 W NORTH FAYETTEVILLE AR 72703**Lot: **003**

Block:

S-T-R: **09-16-30**Addition: **SANFORD-GREEN S/D**School District: **FAYETTEVILLE SCH, FAY**Tax District: **011**City: **FAYETTEVILLE**Legal: **LOT 3 80/151 0.25**Current Year A79 Credit Status: **V**Last Appraised: **2010**

	Appraised Value	Taxable Value
Land	67,500	13,500
Improvement	65,550	13,110
Total	133,050	26,610

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit Status	A79	Net Total Tax	Total Tax Paid	Payment Status
2011										
2010										
2009										
2008	21,780	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	O	\$0.00	\$0.00	PAID
2007	20,790	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	O	\$0.00	\$0.00	PAID
2006	19,800	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	O	\$0.00	\$0.00	PAID
2005	18,975	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	O	\$0.00	\$0.00	PAID
2004	18,150	\$941.26	\$0.00	\$0.00	\$0.00	\$0.00	V	\$1,053.83	\$1,053.83	PAID
2003	16,500	\$873.84	\$0.00	\$0.00	\$0.00	\$0.00		\$1,065.77	\$1,065.77	PAID
2002	16,500	\$857.34	\$0.00	\$0.00	\$0.00	\$0.00		\$857.34	\$857.34	PAID
2001	16,049	\$833.91	\$0.00	\$0.00	\$0.00	\$0.00		\$833.91	\$833.91	PAID
2000	14,590	\$765.98	\$0.00	\$0.00	\$0.00	\$0.00		\$873.38	\$873.38	PAID
1999	14,590	\$747.01	\$0.00	\$0.00	\$0.00	\$0.00		\$747.01	\$747.01	PAID
1998	14,590	\$748.47	\$0.00	\$0.00	\$0.00	\$0.00		\$748.47	\$748.47	PAID
1997	14,590	\$748.47	\$0.00	\$0.00	\$0.00	\$0.00		\$748.47	\$748.47	PAID

Available Tax Payment Receipt(s)

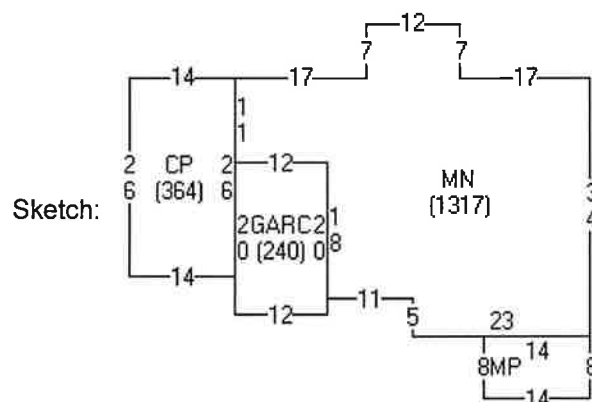
Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2004	10430	12/5/2005	\$941.26	\$0.00	\$0.00	\$0.00	\$112.57	\$1,053.83
2003	10429	12/5/2005	\$873.84	\$0.00	\$0.00	\$0.00	\$191.93	\$1,065.77
2002	45106	5/20/2003	\$857.34	\$0.00	\$0.00	\$0.00	\$0.00	\$857.34
2001	13167	4/12/2002	\$833.91	\$0.00	\$0.00	\$0.00	\$0.00	\$833.91
2000	19675	2/12/2002	\$765.98	\$0.00	\$0.00	\$0.00	\$0.00	\$873.38
1999	6078	4/17/2000	\$747.01	\$0.00	\$0.00	\$0.00	\$0.00	\$747.01
1998	1440	3/11/1999	\$748.47	\$0.00	\$0.00	\$0.00	\$0.00	\$748.47

Deed History

Date	Deed Ref.	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
7/15/2010	<u>2010-20117</u>	WILKES, ROBERT W		RD	0	
		NLB 2010-201177 RD NO REV				
1/12/2004	<u>2004-1279</u>	WILKES, ROBERT WRAY		EX	0	
		SS 2004-1279 EX NO REV				
7/15/1986	<u>1185-621</u>	WILKES, WRAY & MARY LILLIAN		WD	40,000	44.00
1/1/1985	<u>654-3</u>	HAMILTON, EUNICE C		WD	0	0.00

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Year Constructed	Basement Area
1	SF	FS	1317	1557	1941	

Grade	Condition	Exterior Wall	Fireplace	Year Remodeled	Effective Age
4	A	FS	1SA		69



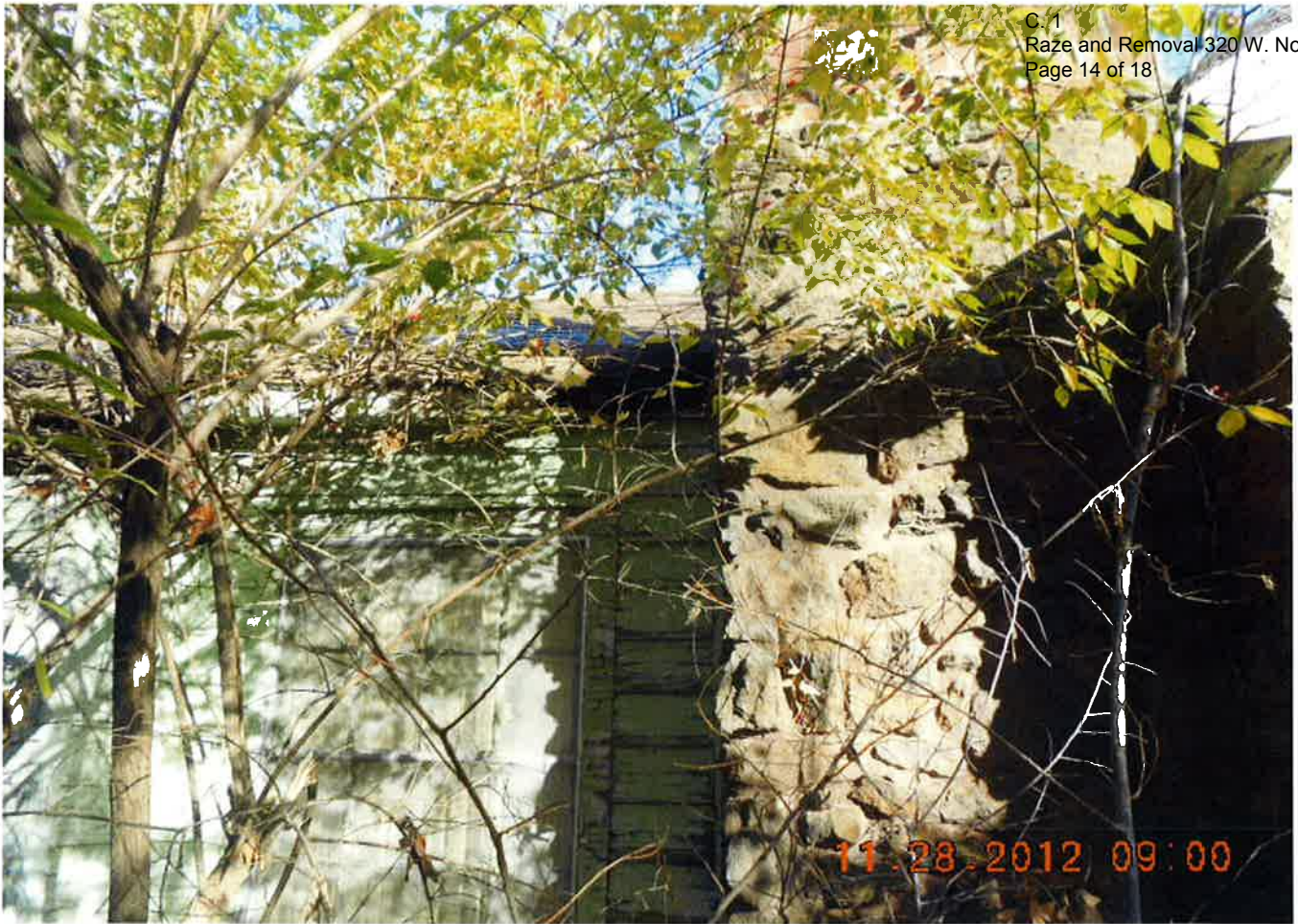
Out Buildings and Yard Improvements

Qty	Description	Size	Quality
1	Driveway, concrete	60x8	

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













City of Fayetteville Staff Review Form

D. 1
Beaver Water District Agreement
Page 1 of 6

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

12/18/2012

City Council Meeting Date
Agenda Items Only

David Jurgens
Submitted By

Utilities
Division

Utilities
Department

Action Required:

Approval of an agreement between the City of Fayetteville and Beaver Water District pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

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

Budgeted Item ☐Budget Adjustment Attached ☐

David Jurgens
Department Director

30 Nov 12
Date

Previous Ordinance or Resolution # 59-06

Original Contract Date: 3/21/2006

Original Contract Number: N/A

David J. Kelly
City Attorney

11-30-12
Date

Paul a. Buh
Finance and Internal Services Director

11-30-2012
Date

11-30-12 P02:12 RCVD
Received in City Clerk's Office

Don Man
Chief of Staff

12-3-12
Date

Received in
Mayor's Office

Donald Jordan
Mayor

12/4/12
Date



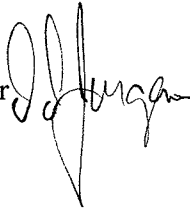
Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: November 29, 2012

Subject: Agreement with the Beaver Water District Pertaining to Protection of and Nutrient Reduction in the Beaver Lake Watershed

RECOMMENDATION

City Administration recommends approval of an agreement between the City of Fayetteville and Beaver Water District (BWD) pertaining to protection of and nutrient reduction in the Beaver Lake Watershed.

BACKGROUND

Because it is the sole source of drinking water for Northwest Arkansas, the City and BWD recognize that protecting the water quality in Beaver Lake is extremely important. Recognizing that there are both point and nonpoint nutrient sources within the watershed, both parties agree that there are substantial opportunities to protect Beaver Lake through nonpoint source pollution reduction projects. In 2006, the City and BWD entered into an agreement whereby both parties committed to actions aimed at achieving a net reduction of the Total Phosphorus (TP) load into the Lake. A few of the City's projects are below:

- Hired a consultant to develop a Nutrient Reduction Plan;
- Developed streambank protection and Low Impact Development ordinances;
- Maintained annual wastewater discharge phosphorus loadings to below 0.5 parts per million (ppm);
- Restored several river and stream banks; and
- Executed extensive public education.

The City's National Pollutant Discharge Elimination System (NPDES) discharge permit for the Noland Wastewater Treatment Facility (WWTF) allows a 1.0 ppm TP discharge into the White River. When we added the West Side WWTF, the total number of pounds we could discharge to the White River almost doubled, because our total allowable discharge volume increased from 12.6 million gallons per day (mgd) to 21.2 mgd. BWD objected, requesting the TP limit be reduced to 0.5 ppm, but withdrew their objections when we entered this shared agreement, as the actions performed would create a much larger reduction of TP into the watershed than would the more restrictive, and much more expensive, NPDES permit limit.

DISCUSSION

The benefits – both financial and environmental – of the work performed relating to the first agreement are substantial, and City Administration intends to continue these type efforts. The partnership between BWD and the City further increased the benefits; many of these projects were joint efforts. As the City's NPDES discharge permit is now being renewed, BWD also recognized the benefits, and requested the City enter a similar second agreement. While significant progress has been made, many opportunities remain to reduce the nutrient loading to the White River. This agreement is less restrictive than the 2006 agreement, but continues nonpoint source water quality improvements as well as restricting the annual wastewater discharge phosphorus loadings to below 0.5 ppm.

BUDGET IMPACT

None. In this agreement, the City commits only to use funds as identified within the 2013 – 2017 Capital Improvements Program.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH BEAVER WATER DISTRICT RELATED TO PROTECTION OF AND NUTRIENT REDUCTION IN THE BEAVER LAKE WATERSHED

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed. A copy of the agreement is attached to this Resolution as Exhibit "A", and incorporated herein.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**Second Agreement between
Beaver Water District and the City of Fayetteville
for the Protection of the Beaver Lake Watershed**

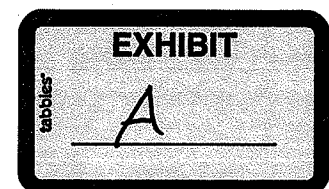
This Agreement is executed this _____ day of _____, 20____, between the City of Fayetteville, Arkansas, and Beaver Water District. The parties agree as follows:

Beaver Lake is the sole source of drinking water for most of Northwest Arkansas. The City of Fayetteville (the "City") and Beaver Water District (BWD) recognize that protection of this water supply is of extreme importance. The City has for many years taken a proactive role in minimizing the discharge of pollutants, especially phosphorus, into both the Beaver Lake and the Illinois River watersheds. BWD also has implemented a proactive source water protection program that emphasizes reducing the load of nutrients, including phosphorus, and sediments going into Beaver Lake.

In 2006, the Arkansas Department of Environmental Quality (ADEQ) proposed to issue a renewal National Pollutant Discharge Elimination System (NPDES) Permit for the City's Paul R. Noland Wastewater Treatment Plant (the "Noland WWTP") that would allow almost a doubling over time of the discharge of treated effluent into the White River approximately six miles upstream of Beaver Lake. Concurrently, ADEQ proposed a reduction in the NPDES Permit effluent discharge limitation for Total Phosphorus from 1.0 milligram per liter (mg/l) to 0.5 mg/l on a monthly average basis. That meant that while the volume of treated effluent discharged to the White River could almost double, the pounds of Total Phosphorus discharged would not increase.

The Noland WWTP had a demonstrated record of maintaining the Total Phosphorus concentration in its treated effluent below 0.5 mg/l. Operating the WWTP to ensure compliance with a more stringent Total Phosphorus limit in its NPDES Permit, however, would increase the operational costs. The City and BWD both recognized that significant amounts of phosphorus in the Beaver Lake watershed come from nonpoint sources, and that a more cost-effective approach to reducing nutrient loading to the Beaver Lake watershed might be to reduce nonpoint source, rather than point source, pollution.

The City and BWD entered into an agreement for the protection of the Beaver Lake watershed in March 2006 (hereinafter referred to as the "First Agreement"). The First Agreement set forth a series of actions that would allow the Noland WWTP to keep a 1.0 mg/l Total Phosphorus effluent discharge limit in its renewal NPDES Permit in exchange for the City conducting a program to reduce nonpoint source loadings of phosphorus within the Beaver Lake watershed. In essence, the First Agreement was based on the City's and BWD's commitment to show reductions of phosphorus from nonpoint sources sufficient to offset the increased phosphorus loading from the Noland WWTP that would be allowed if the renewal permit provided for a discharge flow increase and kept the 1.0 mg/l Total Phosphorus limit. In express recognition of the First Agreement, ADEQ issued the renewal NPDES Permit for the Noland WWTP, effective June 1, 2006 (hereinafter referred to as the "2006 Permit"), with a Total Phosphorus limit of 1.0 mg/l.



ADEQ currently is in the process of again renewing the NPDES Permit for the Noland WWTP. The City and BWD believe that the actions taken under the First Agreement have been productive and that, if continued as follows, they warrant the retention of the 1.0 mg/l Total Phosphorus limit in the next renewal NPDES Permit for the Noland WWTP. Therefore, the following actions and commitments have been agreed to by the City and BWD:

1. The City will maintain the operation of the Noland WWTP to achieve an effluent discharge of Total Phosphorus (TP) that is at or below 0.5 mg/l on an annual average basis.
2. The annual load of TP discharged to the White River will be no more than 9.49 tons.
3. The total load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 2.85 tons.
4. The average daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 46.7 pounds (lbs).
5. The maximum daily load of TP discharged to the White River from July 1 to October 31 of each year will be no more than 93.4 lbs. (1.0 mg/l TP x 11.2 million gallons per day x 8.34 lbs per gallon).
6. The City will report monthly to BWD the discharged loads and concentrations of TP from the Noland WWTP.
7. The City will continue to review City codes and ordinances for opportunities to improve nonpoint source controls.
8. The City will continue to evaluate the creation of a stormwater management utility.
9. The City will continue to implement nonpoint source reduction projects (such as stream bank restorations, rain garden construction, and educational programs) at levels consistent with the City's 2013 – 2017 Capital Improvement Plan.
10. BWD will continue to implement its source water protection program (which includes watershed and in-lake monitoring and modeling, public outreach and education, and support for land conservation) at levels consistent with BWD's annual budget as approved by its Board of Directors.
11. BWD will continue to work with other entities within the Beaver Lake watershed to implement the Beaver Watershed Alliance's May 2012 Revised Beaver Lake Watershed Protection Strategy.

12. Both BWD and the City will seek outside sources of funding to leverage their respective expenditures on source water protection and nonpoint source reduction projects.
13. The City and BWD will meet quarterly to coordinate and share plans for future efforts and review progress made by both parties in achieving the goals of this Second Agreement.

Both BWD and the City recognize that at certain times extreme environmental conditions may make it impossible to meet some or all of the above actions and commitments.

This Second Agreement shall be in effect upon signature by both the City and BWD and shall remain in effect during the term of the renewal NPDES Permit that replaces the 2006 Permit.

**CITY OF FAYETTEVILLE,
ARKANSAS**

Date

**BEAVER WATER
DISTRICT**

Date

Lioneld Jordan, Mayor

President
Board of Directors

Sondra Smith, City Clerk

Secretary
Board of Directors

City of Fayetteville Staff Review Form

D. 2
RZN 12-4250 Rezone (Parks
and Recreation)
Page 1 of 28

City Council Agenda Items
and
Contracts, Leases or Agreements

12/18/2012

City Council Meeting Date
Agenda Items Only

Andrew Garner

Submitted By

Planning

Division

Development Service

Department

Action Required:

RZN 12-4250: Rezone (Parks and Recreation): Submitted by City of Fayetteville for city park property located throughout the city, containing approximately 110.91 acres. The properties are zoned multiple zoning districts and contain approximately fourteen city parks and trail corridors. The request is to rezone the properties to P-1, Institutional.

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

☐

Chris for Jeremy Pate

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:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council
Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
From: Andrew Garner, Senior Planner
Date: November 29, 2012
Subject: RZN 12-4250 (City Parks)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance to rezone the subject parkland and trail corridor properties to P-1, Institutional.

BACKGROUND

The subject property consists of 14 city-owned properties that are currently developed for, or intended to be used as future parks or trails throughout the City of Fayetteville. The underlying zoning for these properties ranges from Residential-Agricultural to General Industrial (I-2) to Residential Planned Zoning Districts (R-PZD), with several located within the Residential Single-Family-4 Units per Acre (RSF-4) zoning district. The applicant proposes to rezone the all of the subject properties to P-1, Institutional.

In 2002, the City Council approved the Parks and Recreation 10-Year Master Plan. A guiding policy of the Master Plan is to *"Upgrade existing and provide additional community and neighborhood parks"*. An implementation strategy of the guiding policy is to *"Develop design standards that address safety, maintenance, signage and aesthetic issues."* As the subject properties are currently zoned, the Unified Development Code would vary the development regulations and size of signs that are consistently installed on City parkland. Further, Chapter 161.29 (A) states that the P-I, Institutional zoning is designed to protect and facilitate the use of property owned by larger public institutions and church related organizations and will allow cultural and recreational facilities as permitted uses. This zoning classification will better guide the development and maintenance of the City's parks and trails.

DISCUSSION

On November 26, 2012 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THE PROPERTIES DESCRIBED IN REZONING PETITION RZN 12-4250, FOR FOURTEEN CITY OF FAYETTEVILLE PARKS AND TRAIL CORRIDORS ON APPROXIMATELY 110.91 ACRES, LOCATED THROUGHOUT THE CITY FROM MULTIPLE ZONING DISTRICTS TO P-1, INSTITUTIONAL.

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 properties:

From R-A, Residential Agricultural; RSF-4, Residential Single-Family, 4 units per acre; RMF-24, Residential Multi-Family, 24 units per acre; R-O, Residential Office; C-2, Thoroughfare Commercial; I-2, General Industrial; DC, Downtown Core; C-1, Neighborhood Commercial; and R-PZD, Residential Planned Zoning District to P-1, Institutional, as shown on Exhibits "A-1" through "A-14" and as referenced in the respective warranty deeds found on Exhibit "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.

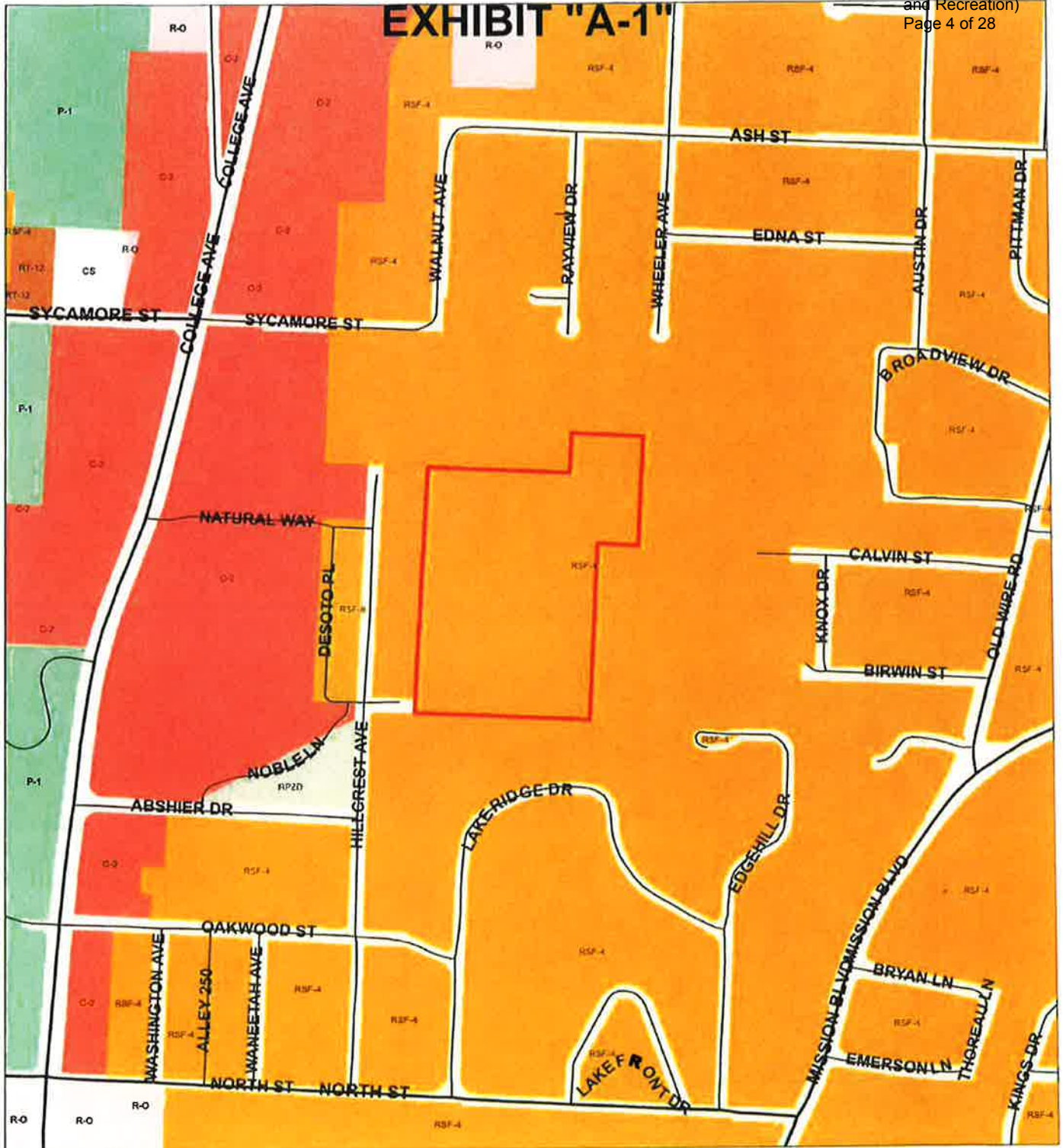
PASSED and APPROVED this day of , 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



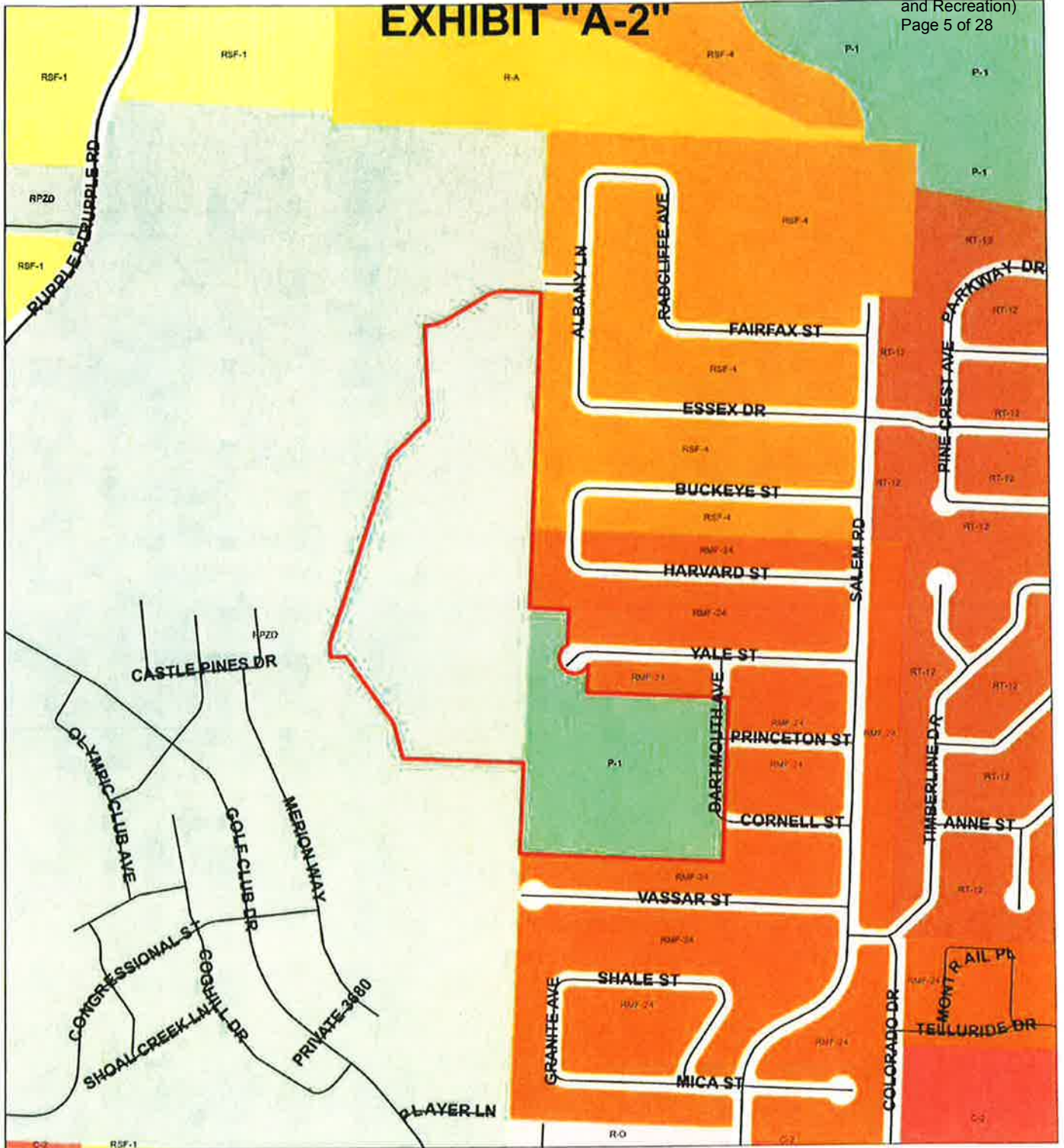
550 275 0 550 Feet



Brooks-Hummel Nature Preserve

Legend

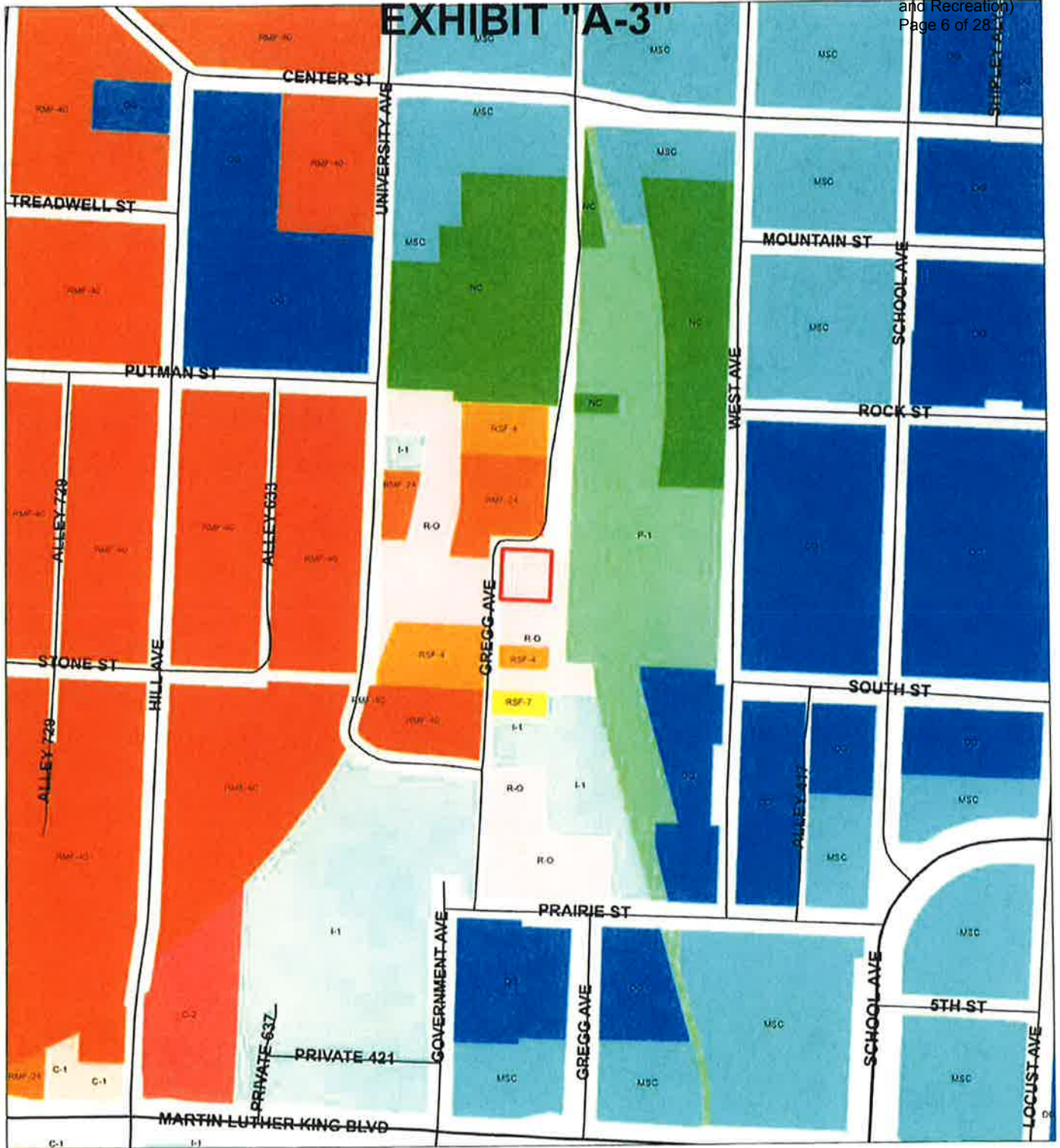
 Park Property



Bryce Davis Park

Legend

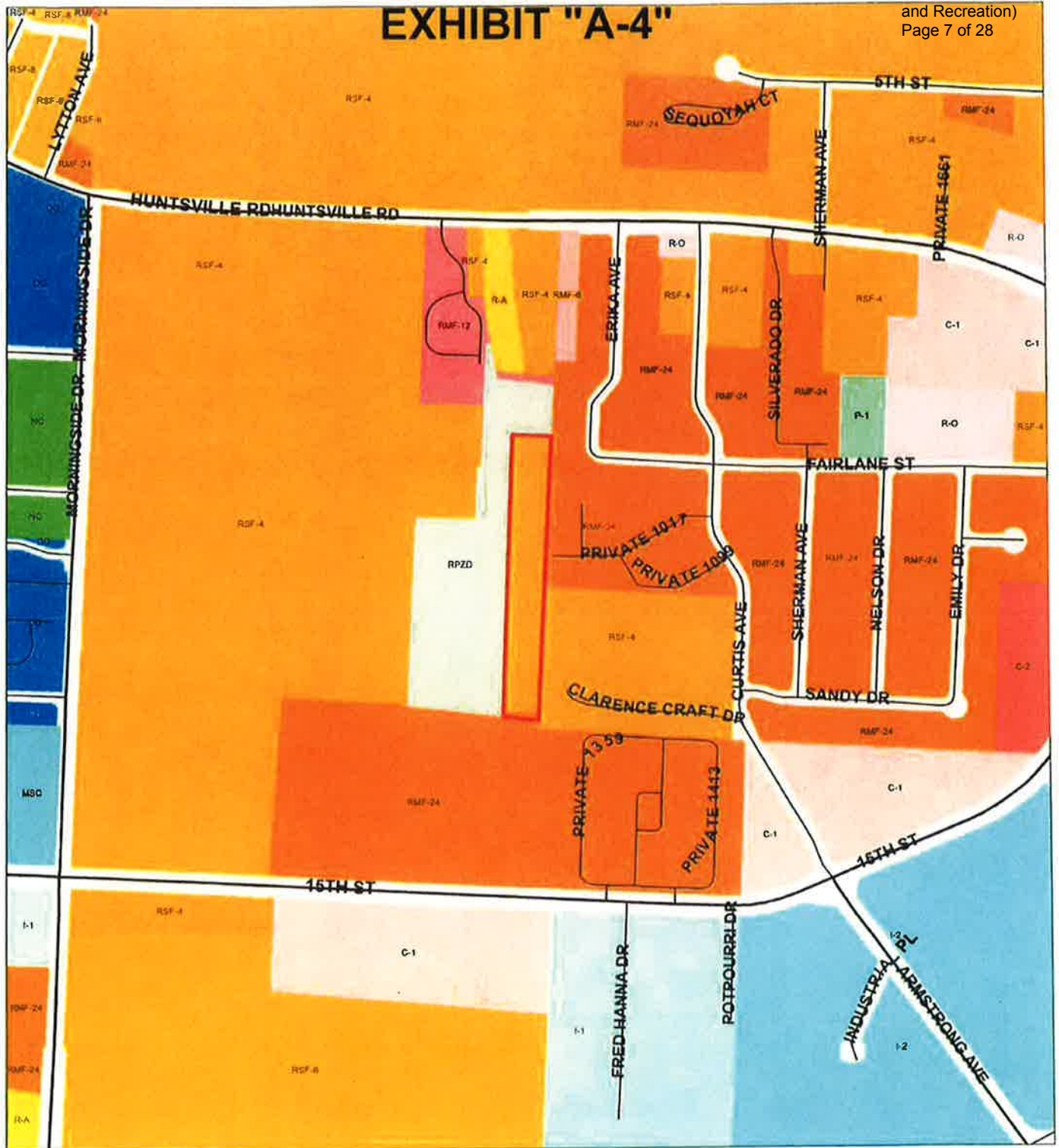
Park Property



Gregg Ave Natural Area

Legend

 Park Property



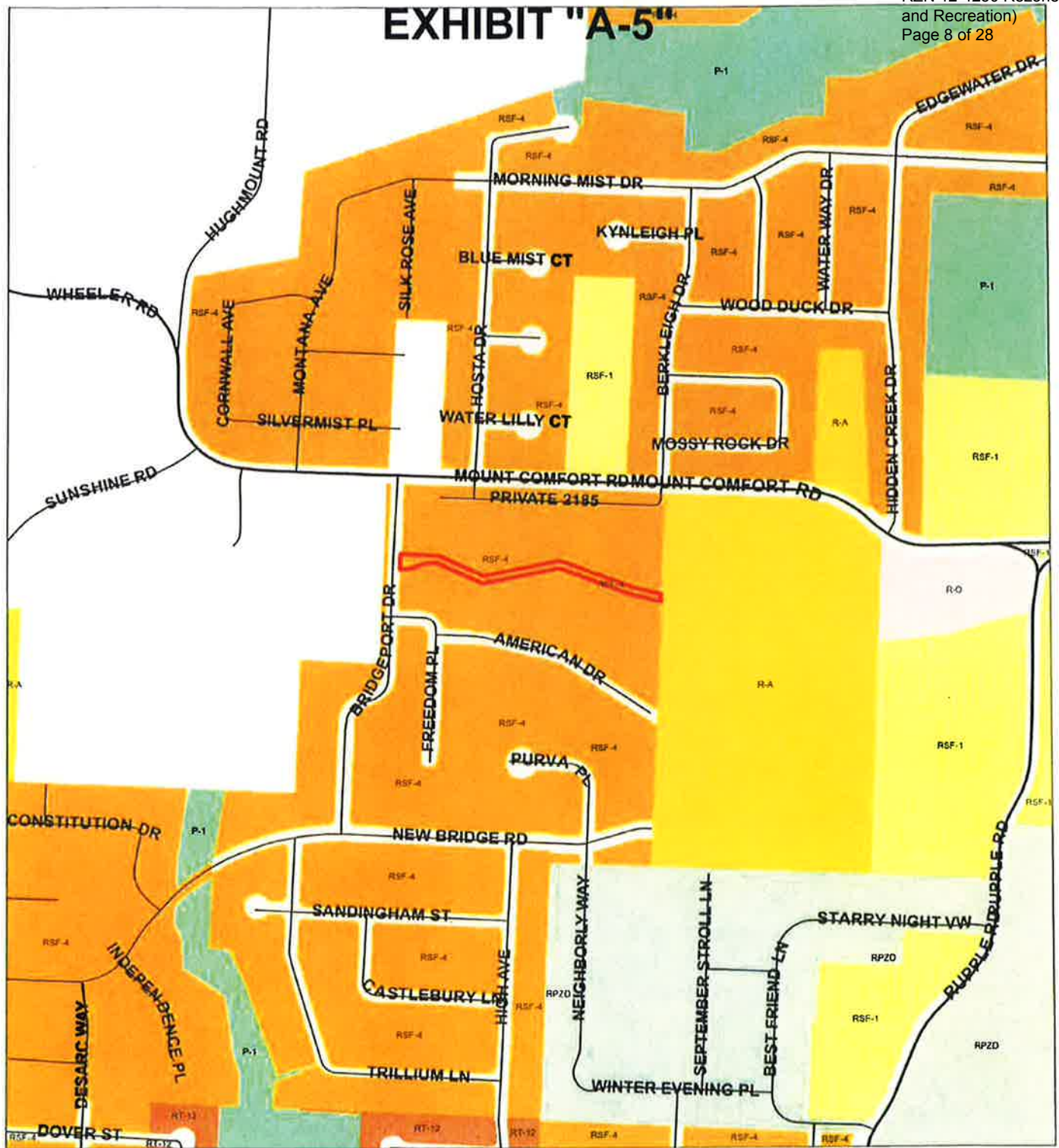
620 310 0 620 Feet



Habitat for Humanity Park Land

Legend

 Park Property

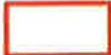


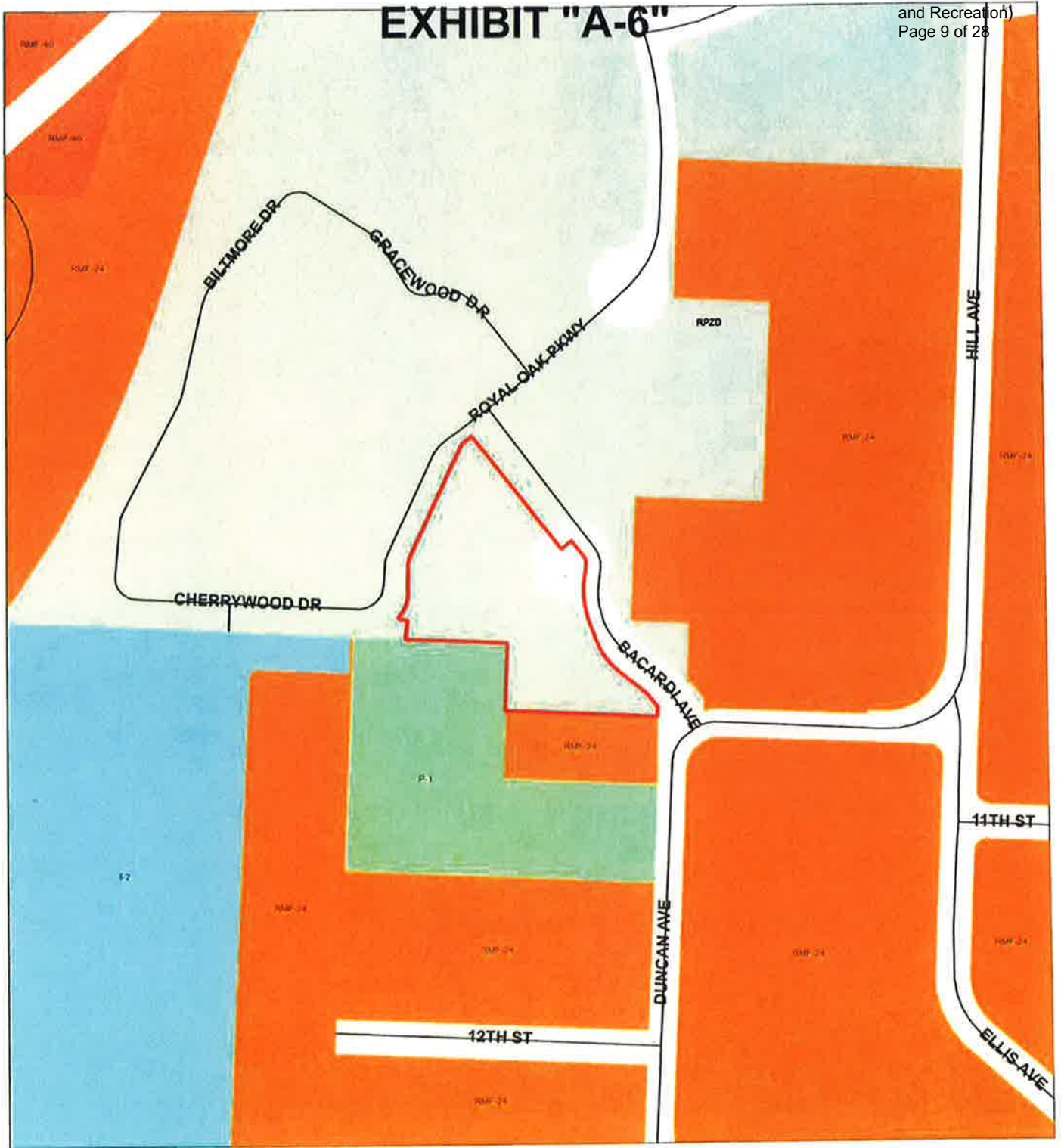
660 330 0 660 Feet



Hamestring Creek Trail Corridor

Legend

 Park Property



230 115 0 230 Feet



Hill Place Park Land

Legend

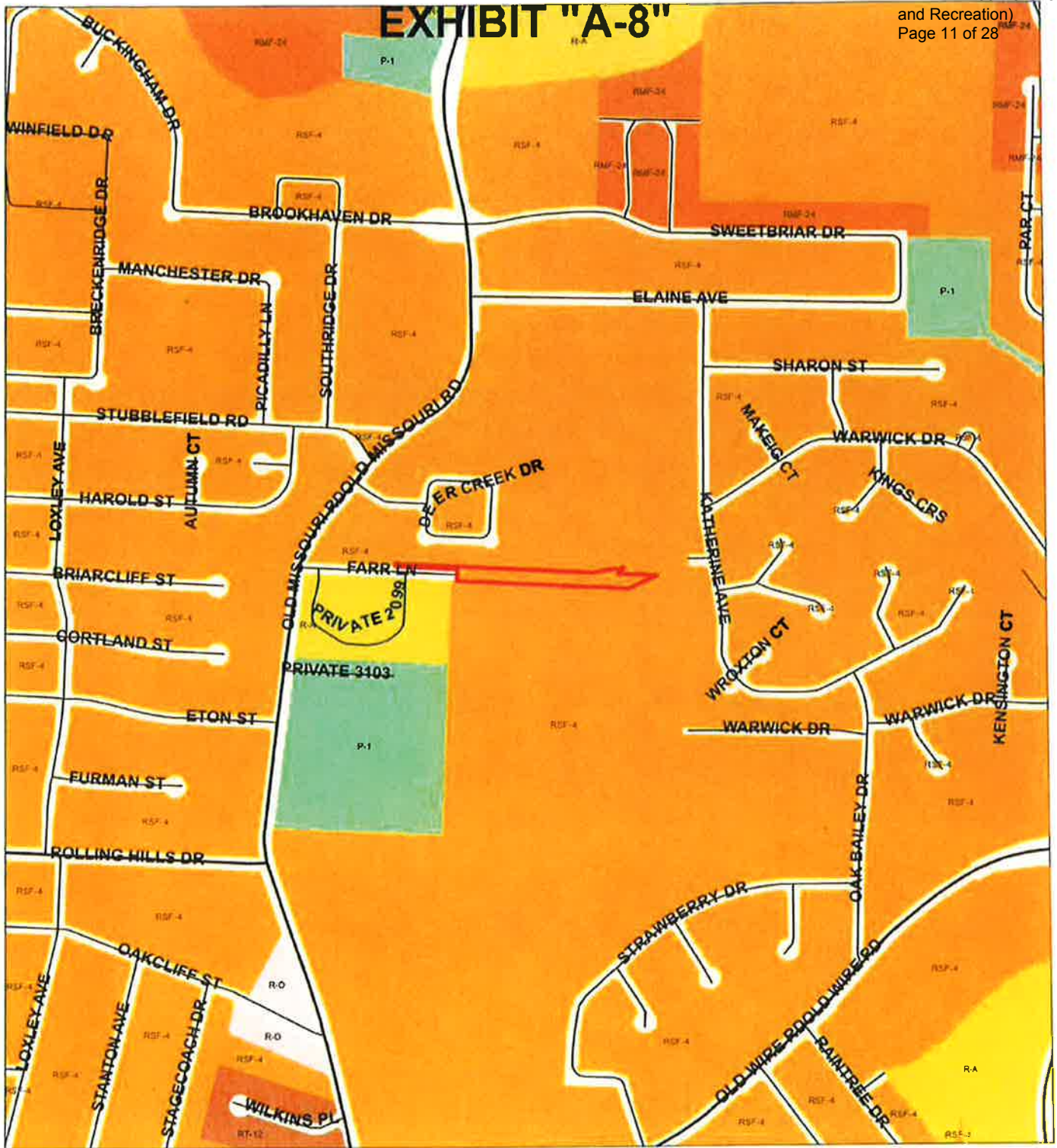
 Park Property



Mud Creek Trail Corridor

Legend

 Park Property



725 362.5 0 725 Feet

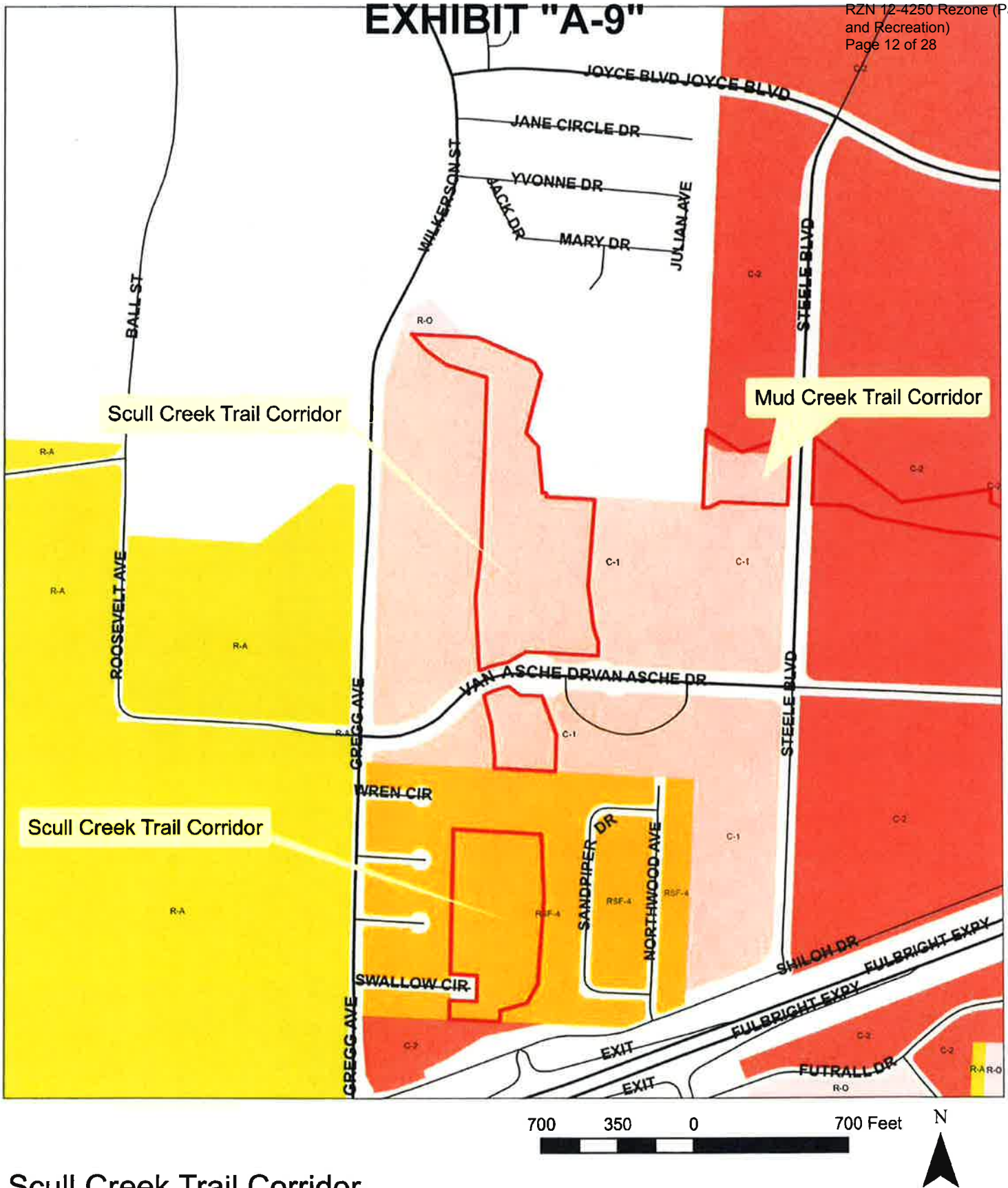


Raven Trail Corridor

Legend

 Park Property

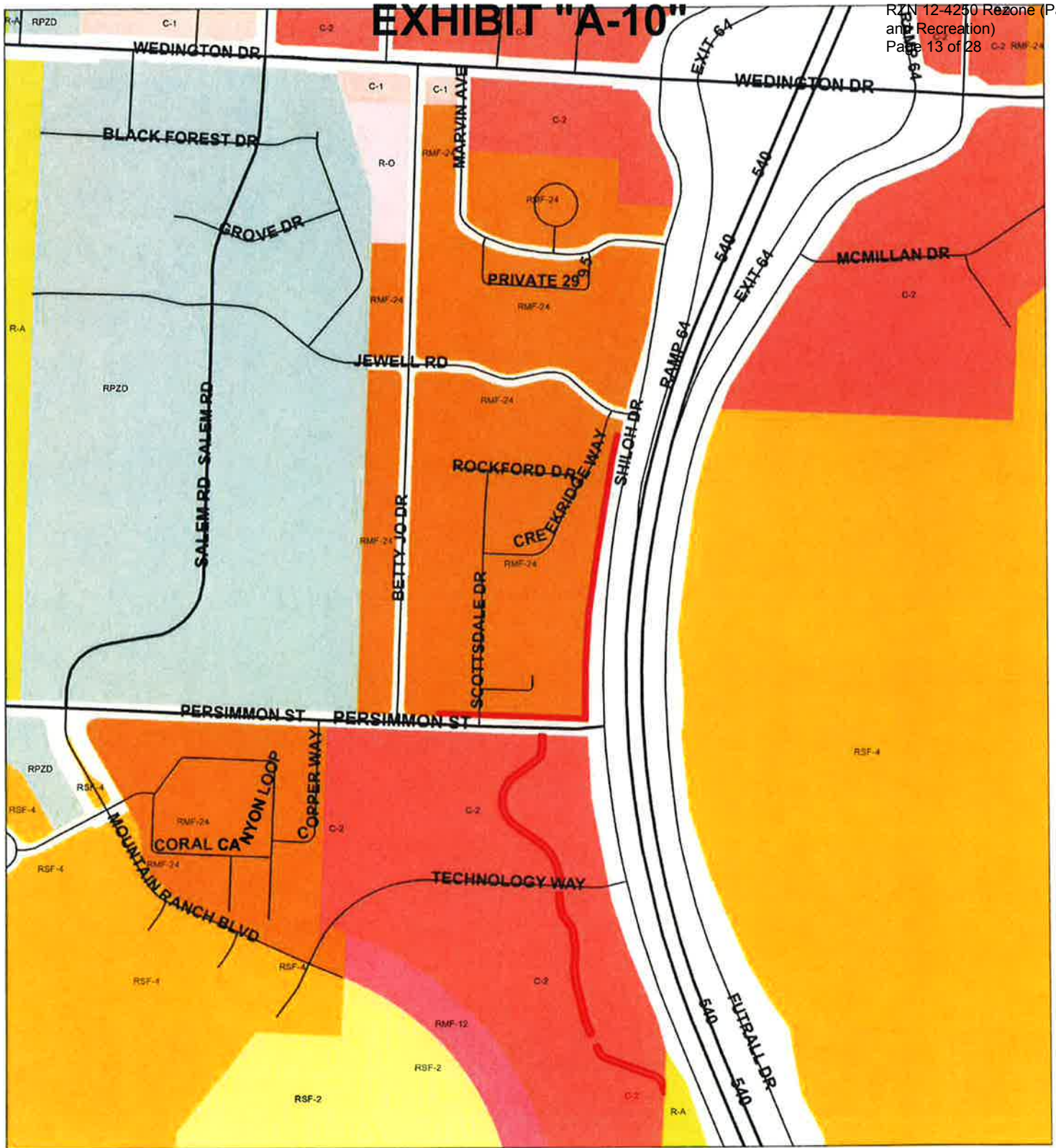
EXHIBIT "A-9"



Scull Creek Trail Corridor

Legend

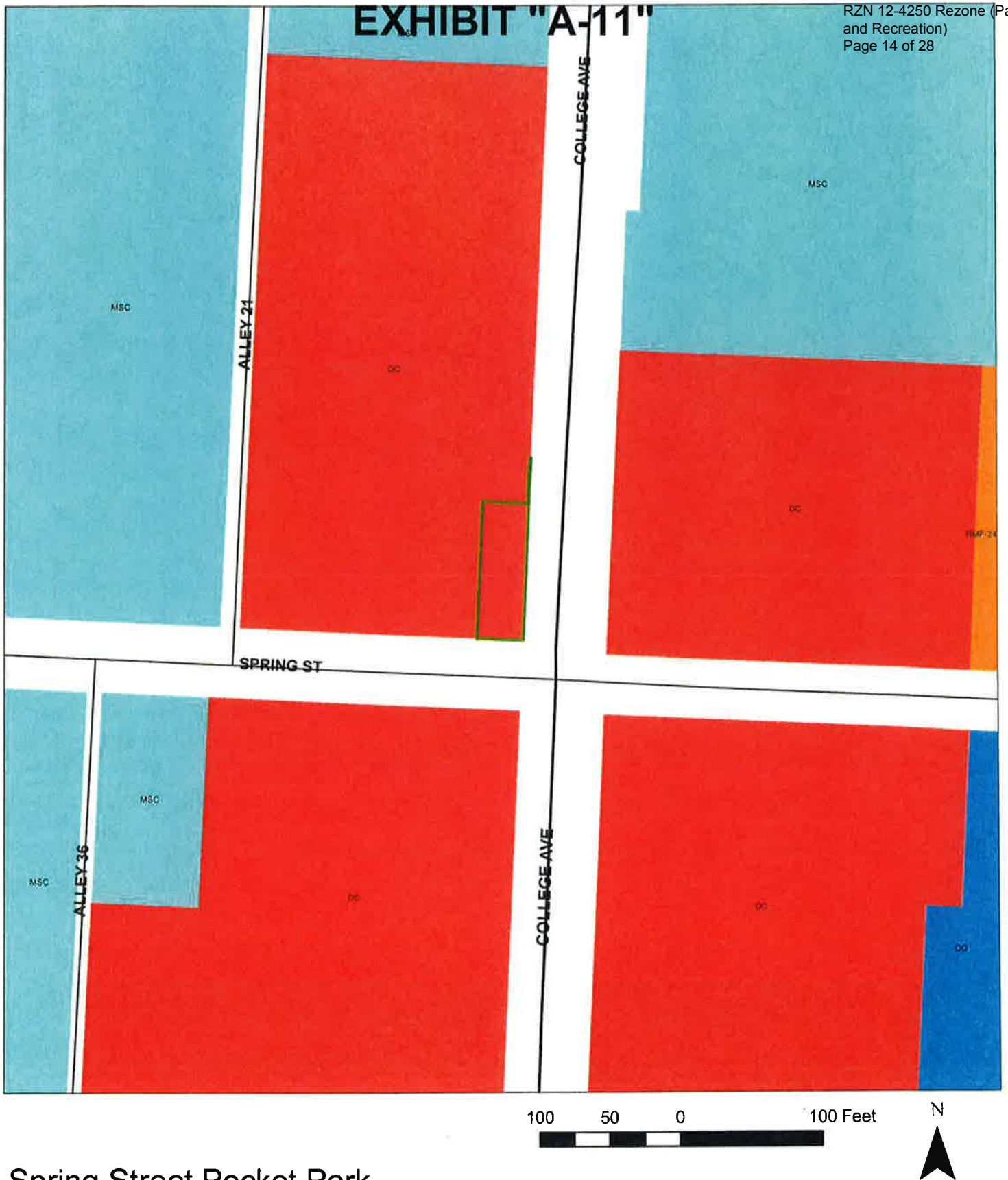
 Park Property



Shiloh Trail Corridor

Legend

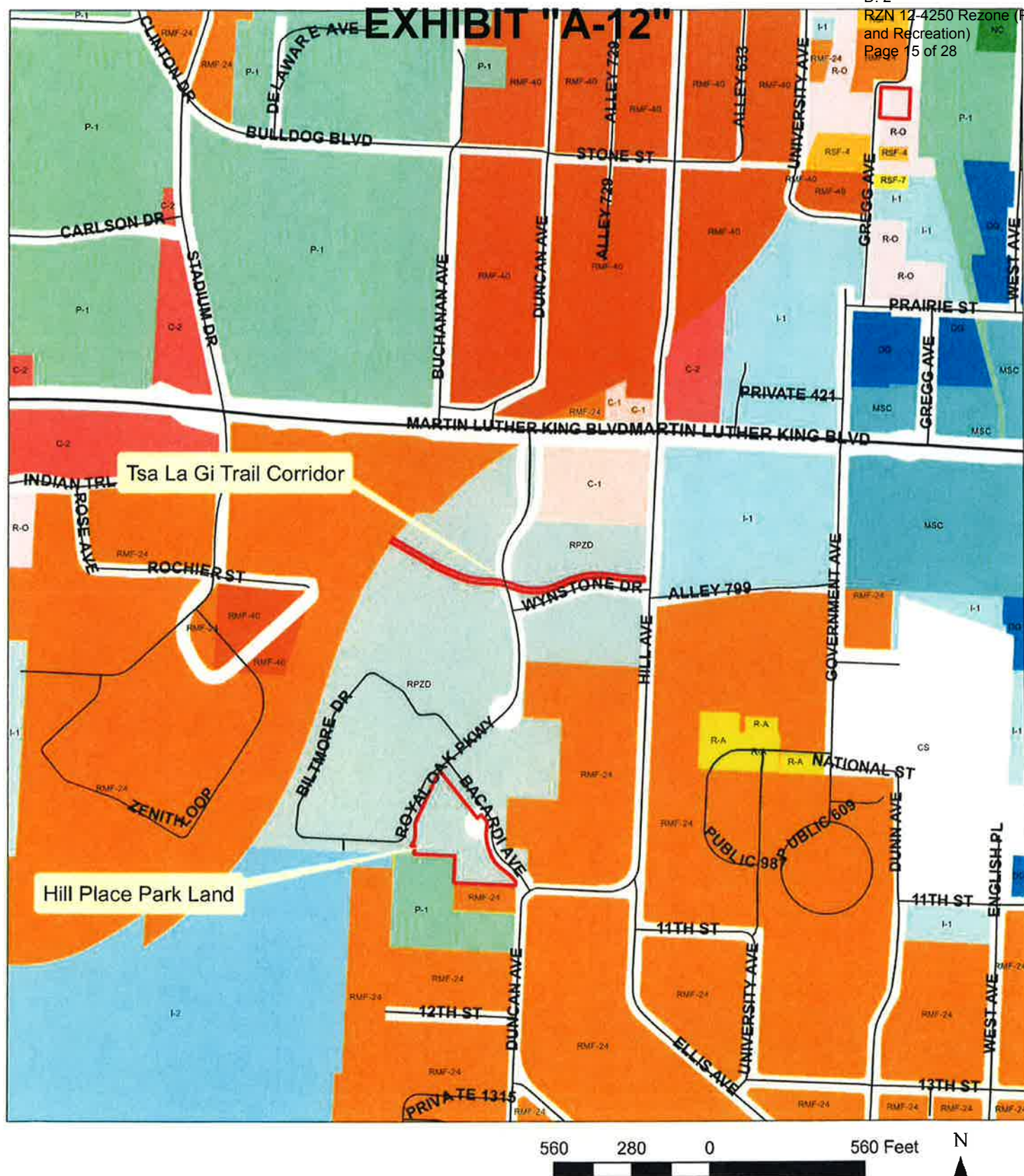
 Park Property



Spring Street Pocket Park

Legend

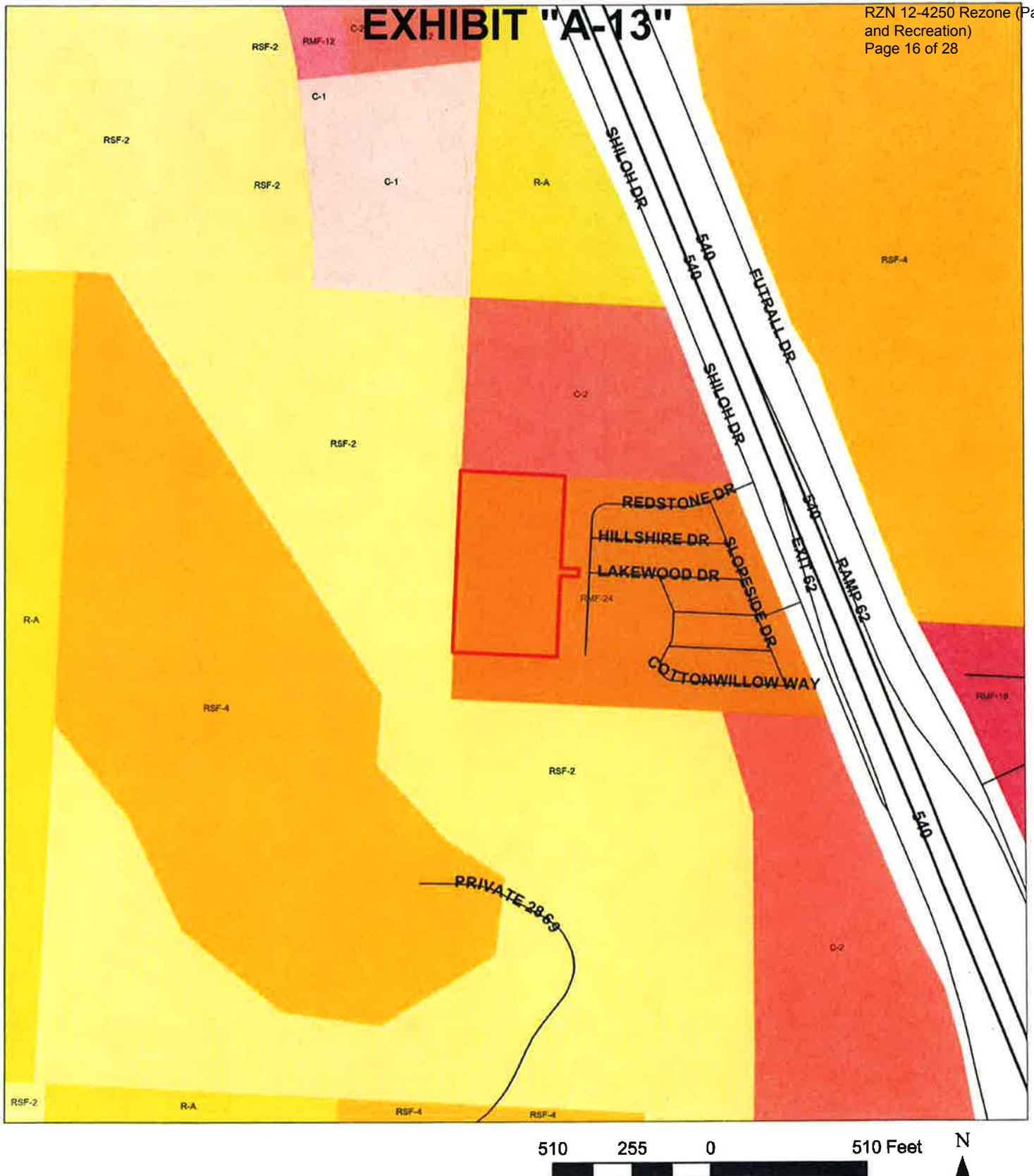
 Park Property



Tsa La Gi Trail Corridor

Legend

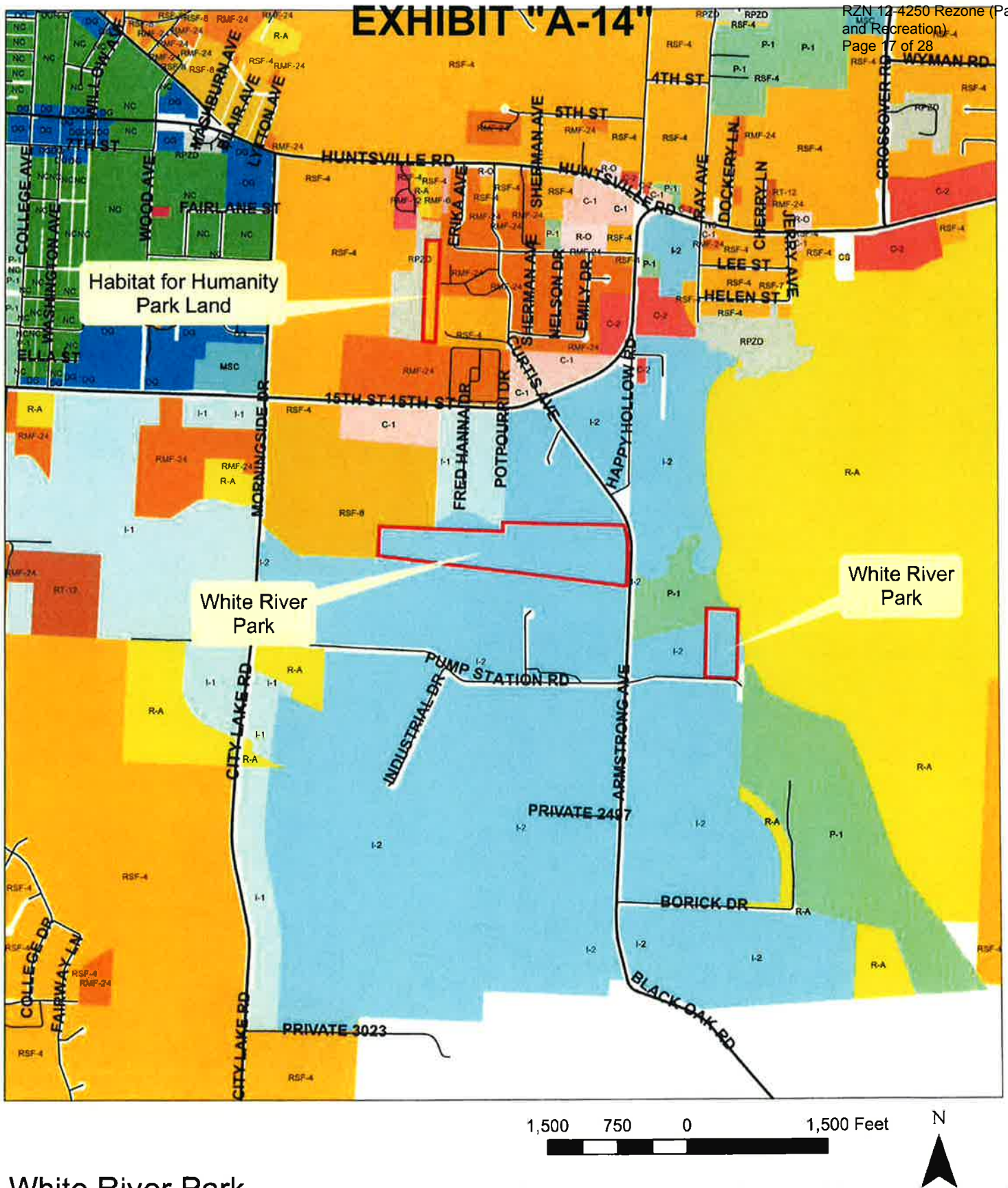
 Park Property



Village at Shiloh Park Land

Legend

 Park Property



White River Park

Legend

 Park Property

EXHIBIT "B" **Parks Rezoning Request** **October 2012**

EXHIBIT	PARK NAMES	CURRENT ZONING	ADDRESS	ACREAGE	DEED NUMBER(S)
A-1	Brooks-Hummel Nature Preserve	RSF-4	Hillcrest Avenue	13.750	2007-00024964
A-2	Bryce Davis (the Links)	R-PZD	1595 N. Dartmouth Ave.	16.950	2008-00002542
A-3	Gregg Avenue Natural Area	R-O	310 S. Gregg Ave.	0.308	822/975-979
A-4	Habitat for Humanity Park Land	RSF-4	Seven Hills Drive	3.594	2008-00029778
A-5	Hamestring Creek Trail Corridor (Creeks	RSF-4	Bridgeport Drive	0.830	2009-00034247
A-6	Hill Place Park Land	R-PZD	Bacardi Ave.	1.6601	2008-00033918 and 2008-00033579
A-7	Mud Creek Trail Corridor (CMN)	C-1, C-2	Mud Creek Area	7.550	2008-00039819 and 2008-00016292
A-8	Raven Trail Corridor	RSF-4	2100 E. Farr Ln.	1.355	99/78568 and 2002-053240
A-9	Scull Creek Trail Corridor (Hoskins, CMN)	RSF-4, C-1	Scull Creek Area	23.670	2006-00048271 and 2008-00014744
A-10	Shiloh Trail Corridor (West Apts and Mountain Ranch)	C-2	N. Shiloh Dr.	1.254	2002-003870 and 2009-00004822
A-11	Spring Street Pocket Park	DC	3589 N. College Ave.	0.070	2008-00038545
A-12	Tsa La Gi Trail Corridor (Hill Place)	R-PZD	771 S. Hill Ave.	0.3532	2008-00033918
A-13	Village at Shiloh Park Land	RMF-24	Rolling Woods Way	4.670	2007-00043851
A-14	White River Park	R-A; I-2	West of Armstrong Avenue, 2000 E. Pump Station Rd.	34.900	2012-00011955, 464/283, 1344/058-059



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: Andrew Garner, Senior Planner
THRU: Jeremy Pate, Director of Current Planning
DATE: ~~November 19, 2012~~ Updated November 28, 2012

RZN 12-4250: (PARKS AND RECREATION): Submitted by CITY OF FAYETTEVILLE for property located at VARIOUS LOCATIONS THROUGHOUT THE CITY. The request is to rezone 14 city parks to P-1, Institutional. Planner: Andrew Garner

BACKGROUND:

Property Description and Background: The subject property consists of 14 city-owned properties that are currently developed for, or intended to be used as future parks or trails throughout the City of Fayetteville. The underlying zoning for these properties ranges from Residential-Agricultural to General Industrial (I-2) to Residential Planned Zoning Districts (R-PZD), with a several located within the Residential Single-Family-4 Units per Acre (RSF-4) zoning district. The applicant proposes to rezone the properties listed in Appendix 1 to P-1, Institutional. When parkland is dedicated to the City the existing zoning district remains in force.

In 2002, the City Council approved the Parks and Recreation 10-Year Master Plan. A guiding policy of the Master Plan is to “*Upgrade existing and provide additional community and neighborhood parks*”. An implementation strategy of the guiding policy is to “*Develop design standards that address safety, maintenance, signage and aesthetic issues.*” As the subject properties are currently zoned, the Unified Development Code would vary the development regulations and size of signs that are consistently installed on City parkland. Further, Chapter 161.29 (A) states that the Institutional District is designed to protect and facilitate the use of property owned by larger public institutions and church related organizations and will allow cultural and recreational facilities as permitted uses. This zoning classification will better guide the development and maintenance of the City’s parks and trails.

Request: The City Parks Department requests to rezone the 14 city-owned parks and trails properties listed in Appendix 1 from the various current zoning districts to P-1, Institutional.

Public Comment: Staff has received public comment from several neighbors in the vicinity of the Madison Natural Area opposed to the rezoning. This was one of the parkland areas intended to be rezoned initially. However, because of opposition from the neighborhood the City has withdrawn the rezoning request at this time. No other public comment has been received.

INFRASTRUCTURE:

Streets: Not all sites have access to public rights-of-way. Street improvements will be evaluated for each park in the case of future development.

Water: Public water is available to a majority of the sites, if not all. Service extension will be determined for each park at the time of the development.

Sewer: Sanitary sewer is available to a majority of the sites, if not all. Service extension will be determined for each park at the time of the development.

Drainage: Standard improvements and requirements for drainage will be determined for each park at the time of development.

Fire: As these properties are within the Fayetteville city limits, the Fayetteville Fire Department will respond to all calls for service. Based upon past calls for service 0-1 call per year are anticipated for each park.

Police: The Fayetteville Police Department gave no objections to the proposed rezonings.

CITY PLAN 2030 FUTURE LAND USE PLAN:

The City Plan 2030 Future Land Use Plan designates a majority of these sites as **Civic and Private Open Space/Park Areas** as they are either existing or planned parks or trail corridor areas. Staff finds that because of the intended public recreational use and the city's ownership of these properties that the P-1 zoning is the most appropriate zoning district. The City Plan 2030, Goal 5 as adopted by the City Council states, "*We will assemble an enduring green network*". This goal supports the natural environment and recreational opportunities that contribute to our community character and quality of life. Staff finds that rezoning the proposed parks and trail corridors to the P-1 zoning district is consistent with the City's policies and goals, as well as the 10-year Parks Plan.

RECOMMENDATION:

Staff recommends forwarding the requested rezoning to the City Council based on the findings herein.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
		☐ Approved	☒ Forwarded
Motion:	<u>Chesser</u>	Second:	<u>Honchell</u>
Date:	<u>November 26, 2012</u>		
CITY COUNCIL ACTION:		Required	<u>YES</u>
		☐ Approved	☐ Denied
Date:	_____		

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: Most all of these properties are designated as Civic and Private Open Space/Park Areas in the City Plan 2030 Future Land Use Plan. The proposed P-1 zoning is consistent with the City's land use planning objectives, principles and policies to provide and nurture a network of neighborhood parks, trail corridors, major parks, and recreational facilities throughout the community.

The surrounding land uses of the majority are established single and multiple family residences. The proposed P-1 zoning would allow land uses that could be incompatible with some of the surrounding residential uses. However, the proposed P-1 zoning is designed to protect and facilitate cultural and recreational facilities and impose regulations in harmony with the residential uses these facilities are intended to serve. The proposed P-1 zoning is the most appropriate zoning district for these city-owned properties intended or currently used for parks or trail uses.

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

Finding: Staff finds the proposed zoning is justified. The proposed P-1 zoning will release the City-owned properties from the unnecessary and at times adverse regulations and limitations of the existing underlying residential, commercial, industrial, and planned zoning districts and will provide uniform standards that more appropriately address and regulate future development and existing public recreational use of the subject properties. The proposed zoning will protect and facilitate the use of parks and park land owned by the City of Fayetteville.

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

Finding: It is expected that a rezoning from the various zoning districts to P-1 could potentially create an increase in traffic over the existing zoning. However, as these are all city-owned parcels for park or trail uses, the rezoning should not appreciable increase traffic danger or congestion. As future parks are developed they are required to be reviewed in accordance with typical development regulations including street improvements. Parks or trails are permitted by right in any zoning district.

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: **The proposed zoning will not create undesirable impacts to public services. Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report.**

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;

Finding: **These parcels are intended to be developed and utilized as parkland and trail corridor. Rezoning will ensure that as future parks develop there are consistent regulations and would allow by right, the necessary signage, possible expansion, and improvement to each property. It is also practical and appropriate to rezone the property to P-1 to make the zoning map more consistent with the actual uses. In addition, as new parks and trail corridors enter the system, it will be a goal to rezone these properties, as appropriate.**

- 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. Staff recommends in favor of the requested zoning.**

APPENDIX I

TABLE 1: PARKS TO BE REZONED TO P-1 (INSTITUTIONAL)

	PARK NAMES	CURRENT ZONING	ADDRESS	ACREAGE
1	Brooks-Hummel Nature Preserve	RSF-4	Hillcrest Avenue	13.750
2	Bryce Davis (the Links)	R-PZD	1595 N. Dartmouth Ave.	16.950
3	Gregg Avenue Natural Area	R-O	310 S. Gregg Ave.	0.308
4	Habitat for Humanity Park Land	RSF-4	Seven Hills Drive	3.594
5	Hamestring Creek Trail Corridor (Creekside)	RSF-4	Bridgeport Drive	0.830
6	Hill Place Park Land	R-PZD	Bacardi Ave.	1.6601
7	Mud Creek Trail Corridor (CMN)	C-1, C-2	Mud Creek Area	7.550
8	Raven Trail Corridor	RSF-4	2100 E. Farr Ln.	1.355
9	Scull Creek Trail Corridor (Hoskins, CMN)	RSF-4, C-1	Scull Creek Area	23.670
10	Shiloh Trail Corridor (West Apts and Mountain Ranch)	C-2	N. Shiloh Dr.	1.254
11	Spring Street Pocket Park	DC	3589 N. College Ave.	0.070
12	Tsa La Gi Trail Corridor (Hill Place)	R-PZD	771 S. Hill Ave.	0.3532
13	Village at Shiloh Park Land	RMF-24	Rolling Woods Way	4.670
14	White River Park	R-A; I-2	West of Armstrong Avenue, 2000 E. Pump Station Rd.	34.900



Parks Rezoning Request October 17, 2012

The Fayetteville Parks and Recreation Department owns and maintains over 60 parks and park properties. When the City receives park land through the Park Land Dedication Ordinance, the majority of the properties are zoned as residential. The zoning ranges from Residential-Office (R-O) to General Industrial (I-2) for park properties that are donated to the City.

The Parks and Recreation Department is requesting to rezone the properties listed on the enclosed attachments to Institutional Use (P-1). Per City Code, the Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations. This zoning allows cultural and recreational facilities as permitted uses. Additionally, the zoning allows for signage at the park facilities without obtaining Conditional Use Permits. For these reasons, the Parks and Recreation Department feels that the requested zoning will be more suitable for these properties.

Enclosed please find Attachments "A", "B" and "C". Attachment "A" illustrates the locations of the proposed park properties for this rezoning request. There are 16 park properties included in this request. Attachment "B" lists the park properties along with the current zoning(s), address(es) and deed(s). Attachment "C" is a list of the legal descriptions that was prepared by Ms. Holly Jones, one of the City's Land Agents. Ms. Jones performed extensive research on the properties to determine which deeds and plats are associated with each property. Also attached to this request are individual maps of each of the park properties with the associated deeds and county plats.



Executive Summary

Parks and Recreation Guiding Policies and Implementation Strategies

Mission Statement: To meet the parks and recreational needs of all by providing a safe and diversified park system that encourages community pride, visionary planning and operations, and environmental stewardship.

Guiding Policy: Develop a citywide trails and greenways network.

Implementation Strategies:

- A. Hire a coordinator for trails and greenways.
- B. Coordinate and administer current and future trail projects.
- C. Develop and adopt a trails and greenways master plan within one year of adoption of the Parks and Recreation Master Plan.
- D. Seek a wide variety of funding sources for enhancements to a trails and greenways network.
- E. Utilize the Park Land Dedication Ordinance for development of a trails and greenways network.
- F. Provide adequate ongoing management and maintenance resources for a trails and greenways network.

Guiding Policy: Increase park safety and accessibility.

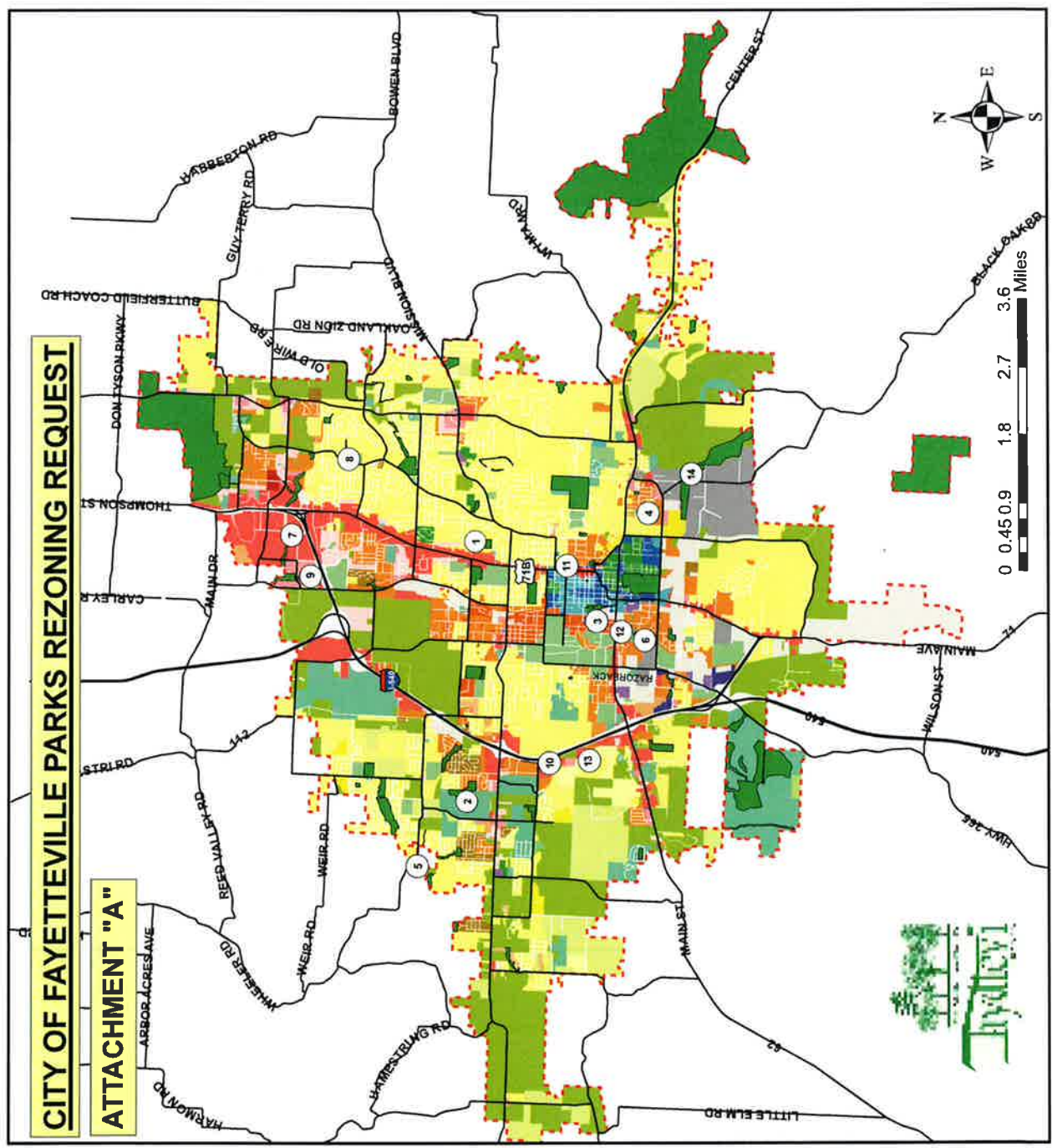
Implementation Strategies:

- A. Enhance and expand park patrol.
- B. Incorporate current ADA standards for all renovated and new park facilities.
- C. Develop design standards that address ADA and safety issues.
- D. Improve parking and pedestrian facilities.
- E. Provide improved security and sports lighting at appropriate park locations.

Guiding Policy: Upgrade existing and provide additional community and neighborhood parks.

Implementation Strategies:

- A. Implement detailed recommendations of the Parks and Recreation Master Plan.
- B. Provide neighborhood parks within ½ mile radius of all residential areas.
- C. Provide community parks within 2 mile radius of all residential areas.
- D. Utilize the Park Land Dedication Ordinance for adding new community and neighborhood parks.
- E. Use existing funding and seek alternative funding sources for land acquisition and park upgrades.
- F. Provide adequate management and maintenance resources for a continuous commitment to the highest level of quality service for community and neighborhood parks.
- G. Develop design standards that address safety, maintenance, signage and aesthetic issues.



CITY OF FAYETTEVILLE PARKS REZONING REQUEST

ATTACHMENT "A"

- 1 BROOKS-HUMMEL NATURE PRESERVE
- 2 BRYCE DAVIS PARK
- 3 GREGG AVENUE NATURAL AREA
- 4 HABITAT FOR HUMANITY PARK LAND
- 5 HAMESTRING CREEK TRAIL CORRIDOR
- 6 HILL PLACE PARK LAND
- 7 MUD CREEK TRAIL CORRIDOR
- 8 RAVEN TRAIL CORRIDOR
- 9 SQUILL CREEK TRAIL CORRIDOR
- 10 SHILOH TRAIL CORRIDOR
- 11 SPRING STREET POCKET PARK
- 12 TSA LA GI TRAIL CORRIDOR
- 13 VILLAGE AT SHILOH PARK LAND
- 14 WHITE RIVER PARK

Legend

City of Fayetteville

Zoning

RESIDENTIAL SINGLE-FAMILY

- RSF-5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8

RESIDENTIAL MULTI-FAMILY

- RT-12 Residential Two and Three-family
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL

- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial
- EXTRACTION
- E-1

COMMERCIAL

- C-1
- C-2
- C-3

FORM BASED DISTRICTS

- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS

- Commercial, Industrial, Residential
- INSTITUTIONAL
- P-1

City of Fayetteville Staff Review Form

D. 3
RZN 12-4253 (1932 and 2052
S. Garland Ave./Lifsource)
Page 1 of 14

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

12/18/2012

City Council Meeting Date
Agenda Items Only

Jesse Fulcher

Submitted By

Planning

Division

Development Services

Department

Action Required:

RZN 12-4253: Rezone (1932 AND 2052 S. GARLAND AVE./LIFESOURCE, 600): Submitted by the CITY OF FAYETTEVILLE for property located at 1932 AND 2052 SOUTH GARLAND AVENUE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY AND I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 3.64 acres. The request is to rezone the subject property to P-1, INSTITUTIONAL.

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 ☐

Ch. for Jeremy Pate

Department Director

Date

Previous Ordinance or Resolution #

City Attorney

Nov 30, 2012

Date

Original Contract Date:

Original Contract Number:

Paul a. Becher

Finance and Internal Services Director

11-30-2012

Date

Received in City
Clerk's Office

11-30-12 11:19 RCVD

Kim G.

Chief of Staff

12-3-12

Date

Received in
Mayor's Office

ENTERED
11/30/12
844

Mayor

12/3/12

Date

Comments:



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Jesse Fulcher, Current Planner

Date: November 30, 2012

Subject: RZN 12-4253 (1932 & 2052 S. GARLAND/LIFE SOURCE - CITY OF FAYETTEVILLE)

REQUEST

The Planning Commission and staff recommend approval of an ordinance to rezone the subject property to P-1, Institutional.

BACKGROUND

The subject property is located just east of Garland Avenue and north of Cato Springs Road, with access to the buildings provided by a shared driveway. There are two buildings on the site. The northern building is occupied by Head Start, who has been operating on the property since the early 1980's. The southern building has been used by a variety of non-profit groups and is currently occupied by Life Source, a non-profit organization based in Fayetteville that provides programs and services for families in need.

The City of Fayetteville is requesting to rezone the property from Residential Single-family and Industrial to P-1, Institutional. The reason for the request is to allow the organizations an opportunity to construct a joint identification sign that will better inform the public of their respective locations.

DISCUSSION

On November 26, 2012 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 8-0-0.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 12-4253, FOR APPROXIMATELY 3.64 ACRES, LOCATED AT 1932 AND 2052 SOUTH GARLAND AVENUE FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE AND I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL, TO P-1, INSTITUTIONAL

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 RSF-4, Residential Single-Family, 4 units per acre and I-1, Heavy Commercial and Light Industrial to P-1, Institutional, 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"

D. 3
RZN 12-4253 (1932 and 2052
S. Garland Ave./Lifesource)
Page 4 of 14

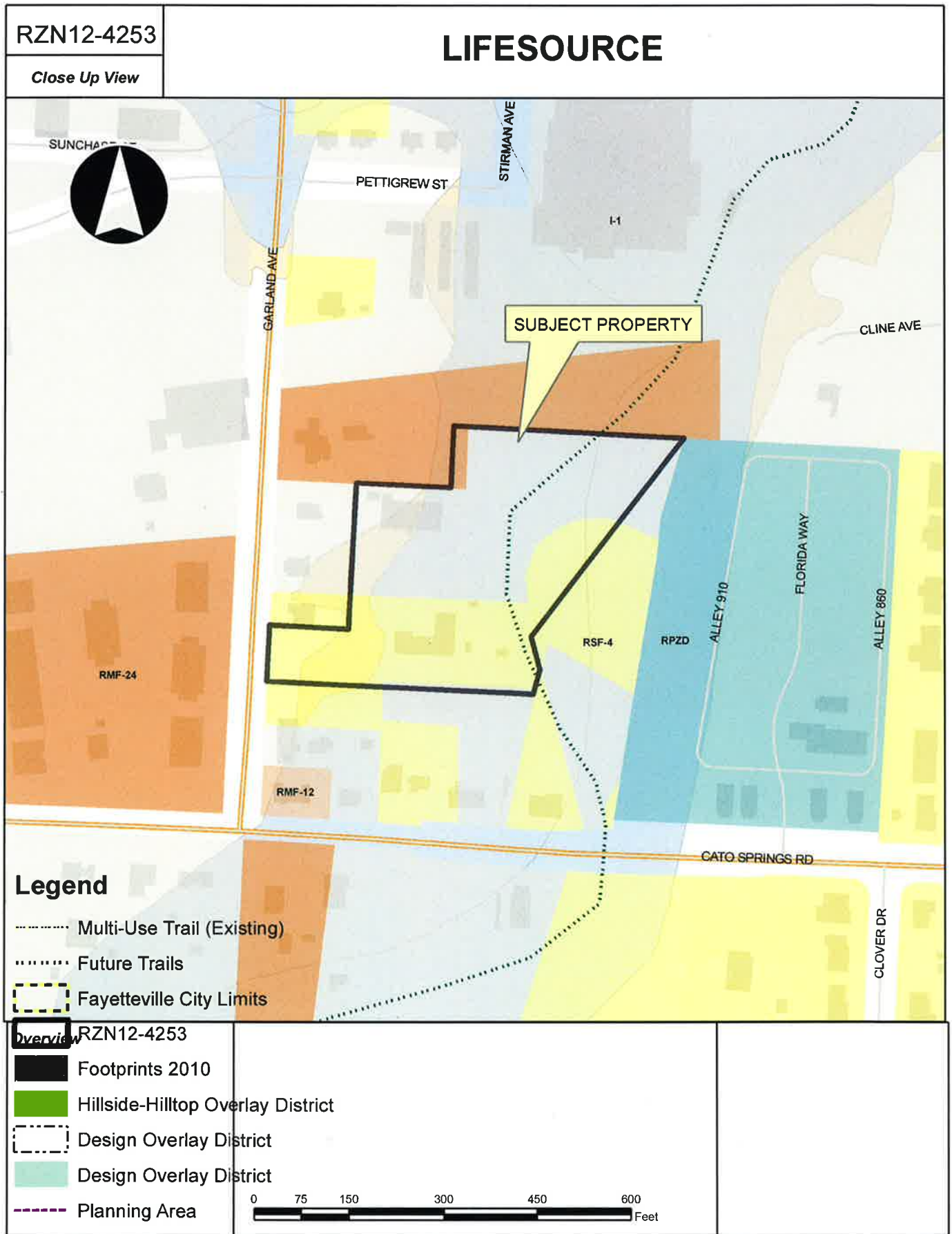


EXHIBIT "B"
RZN 12-4253

PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:
BEGINNING AT A POINT 235 FEET NORTH OF THE SOUTH-WEST CORNER OF SAID 20 ACRE TRACT, AND RUNNING, THENCE NORTH 90 FEET; THENCE EAST 150 FEET; THENCE NORTH 235 FEET THENCE EAST 150 FEET; THENCE NORTH 100 FEET; THENCE EAST 370 FEET; THENCE SOUTH 34 DEGREES 52 MINUTES WEST 402.2 FEET; THENCE SOUTH 18 DEGREES 26 MINUTES EAST 59.8 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES WEST 30 FEET; MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ARDEAN FALLWELL, ET UX, IN DEED RECORD 887 AT PAGE 97 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, THENCE WEST 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



PC Meeting of November 26, 2012

THE CITY OF FAYETTEVILLE, ARKANSAS

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Fayetteville Planning Commission
FROM: Jesse Fulcher, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~November 21, 2012~~ Updated November 30, 2012

RZN 12-4253: Rezone (1932 AND 2052 S. GARLAND AVE./LIFESOURCE, 600): Submitted by the CITY OF FAYETTEVILLE for property located at 1932 AND 2052 SOUTH GARLAND AVENUE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY AND I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL and contains approximately 3.64 acres. The request is to rezone the subject property to P-1, INSTITUTIONAL. Planner: Jesse Fulcher

BACKGROUND:

Property Description: The subject property is located just east of Garland Avenue and north of Cato Springs Road, with access to the buildings provided by a shared driveway. There are two buildings on the site. The northern building is occupied by Head Start, who has been operating on the property since the early 1980's. The southern building has been used by a variety of non-profit groups and is currently occupied by Life Source, a non-profit organization based in Fayetteville that provides programs and services for families in need. Surrounding land uses and zoning are shown in *Table 1*.

Table 1: Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped	Residential Multi-family, 24 units per acre
South	Residential	Residential Single-family, 4 units per acre/Industrial
East	Undeveloped	Residential Single-family, 4 units per acre/Industrial
West	Residential	Residential Single-family, 4 units per acre/Industrial

Proposal: The City of Fayetteville is requesting to rezone the property from Residential Single-family and Industrial to P-1, Institutional. The reason for the request is to allow the organizations an opportunity to construct a joint identification sign that will better inform the public of their respective locations.

Public Comment: Staff has not received public comment.

RECOMMENDATION:

Staff recommends forwarding RZN 12-4253 to the City Council with a recommendation of approval based on findings stated herein.

PLANNING COMMISSION ACTION:			Required	<u>YES</u>
Date:	<u>November 26, 2012</u>	☒ Forwarded	☐ Denied	☐ Tabled
Motion:	Cook	Second:	Honchell	Vote: 8-0-0
CITY COUNCIL ACTION:			Required	<u>YES</u>
Date:	<u>December 18, 2012</u>	☐ Approved	☐ Denied	

INFRASTRUCTURE:

Streets: The site has access to Garland Avenue, an unimproved two lane street. Street improvements will be evaluated at the time of development.

Water: There is a 6" water main along Garland Avenue. Public water main improvements may be necessary to provide fire flow and domestic service for any proposed development.

Sewer: There is a 6" main along Garland Avenue and a 30" main through the middle of the property.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is affected by the 100-year floodplain and the Streamside Protection Zones.

Police: The Fayetteville Police Department did not comment on the rezoning request.

Fire: The Fayetteville Fire Department did not comment on the rezoning request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as a **Complete Neighborhood Plan – Fayetteville Junction.***

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: Rezoning the subject property to P-1, Institutional is consistent with land use planning objectives and policies and with land use and zoning plans. The property has been owned by the City of Fayetteville for several decades and has exclusively been used by community groups. The current zoning of residential and industrial does not reflect the historic land use of the property, and the industrial zoning is inappropriate given the surrounding residential uses and adjacent floodplain of Cato Springs Branch.

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

Finding: There is currently an existing non-conforming free standing sign on the property that is used by Head Start. It is not possible to modify the existing sign to include space for Life Source without increasing the size of the sign, which can't be permitted. Rezoning the property to institutional will allow the tenants to modify the existing sign and provide space for both groups. Beyond that need, the rezoning will bring the property into conformity with the historic land use of the property.

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

Finding: The rezoning action will have no impact on the existing land uses and therefore no impact on traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning will have no affect on the population density in the near term, since there is no plan to change the land use. Therefore, an undesirable increase on public services isn't expected.

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. Staff is recommending approval.

October 22, 2012

City of Fayetteville, Arkansas
Planning Office
113 W. Mountain Street
Fayetteville, AR 72701

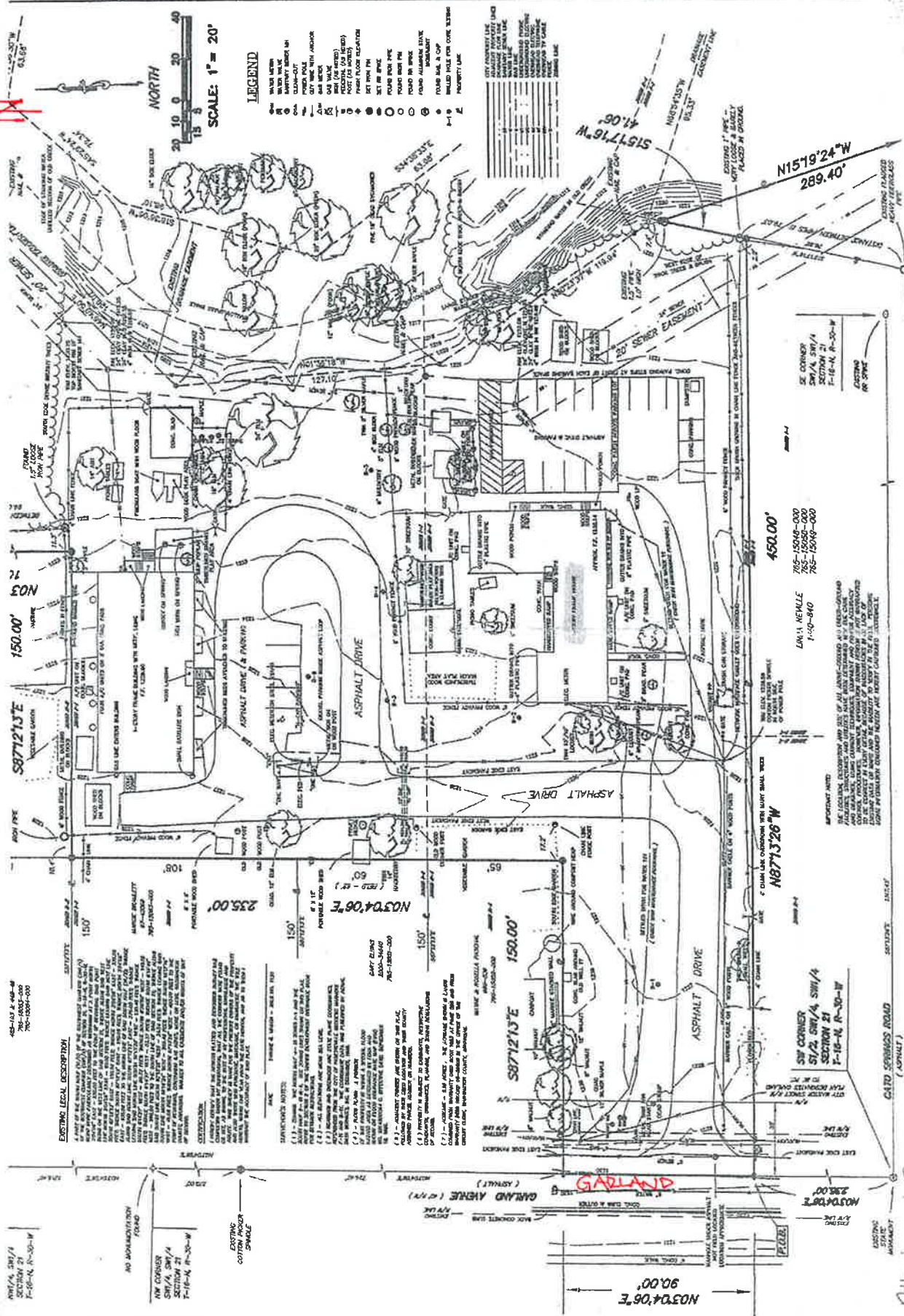
Re: Rezoning 1932 S. Garland and 2052 S. Garland Fayetteville, AR 72701

To: City of Fayetteville Planning Office

The proposed parcel number for rezoning is 765-15056-000. There are two address located within the parcel, 1932 S. and 2052 S. Garland Ave., Fayetteville, AR 72701. The current zoning is RSF4 and I1 and would be changed to P1. The current owner of the properties is the City of Fayetteville. The reason for the rezoning of this property is so that the zoning will better fit the current land use. The 1932 building is occupied by LifeSource International a local nonprofit and is currently providing counseling services out of this location. 2052 is occupied by Head Start a nonprofit that provides early education classes for low to moderate income residents. There are no foreseen changes in traffic or land use in the surrounding properties. The water and sewer lines are both six inches in diameter and are located on South Garland Ave. By rezoning this property LifeSource will be able to erect signage so that clients will be able to identify the building. There is currently no permanent signage for LifeSource at this location. The proposed zoning matches the current land use of the non profit agencies. The rezoning is needed at this time so that the zoning matches the current and future use of this location. The proposed zoning will not alter the population density, thus there will be no undesirable effects on public services. Since the properties were bought with Community Development Block Grant funds, the locations have to be used for non profit organizations that help low to moderate income citizens of the City of Fayetteville.

Thank you,

Brent Johnson
Housing Manager
City of Fayetteville
479-575-8270
bjohnson@ci.fayetteville.ar.us



RZN12-4253

Close Up View

LIFESOURCE



Overview RZN12-4253

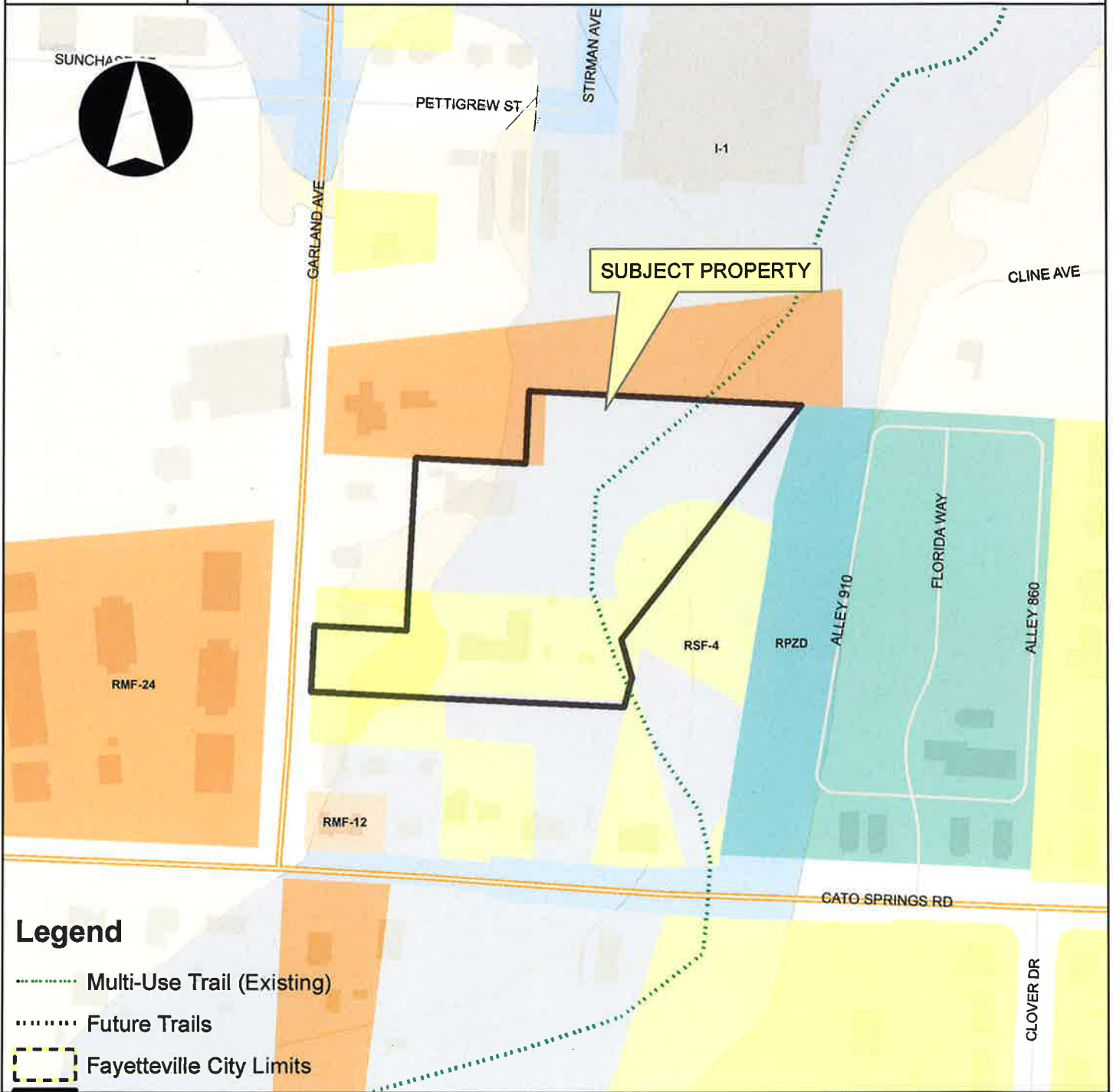
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

RZN12-4253

LIFESOURCE

Close Up View



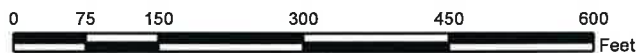
Legend

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

Overview

RZN12-4253

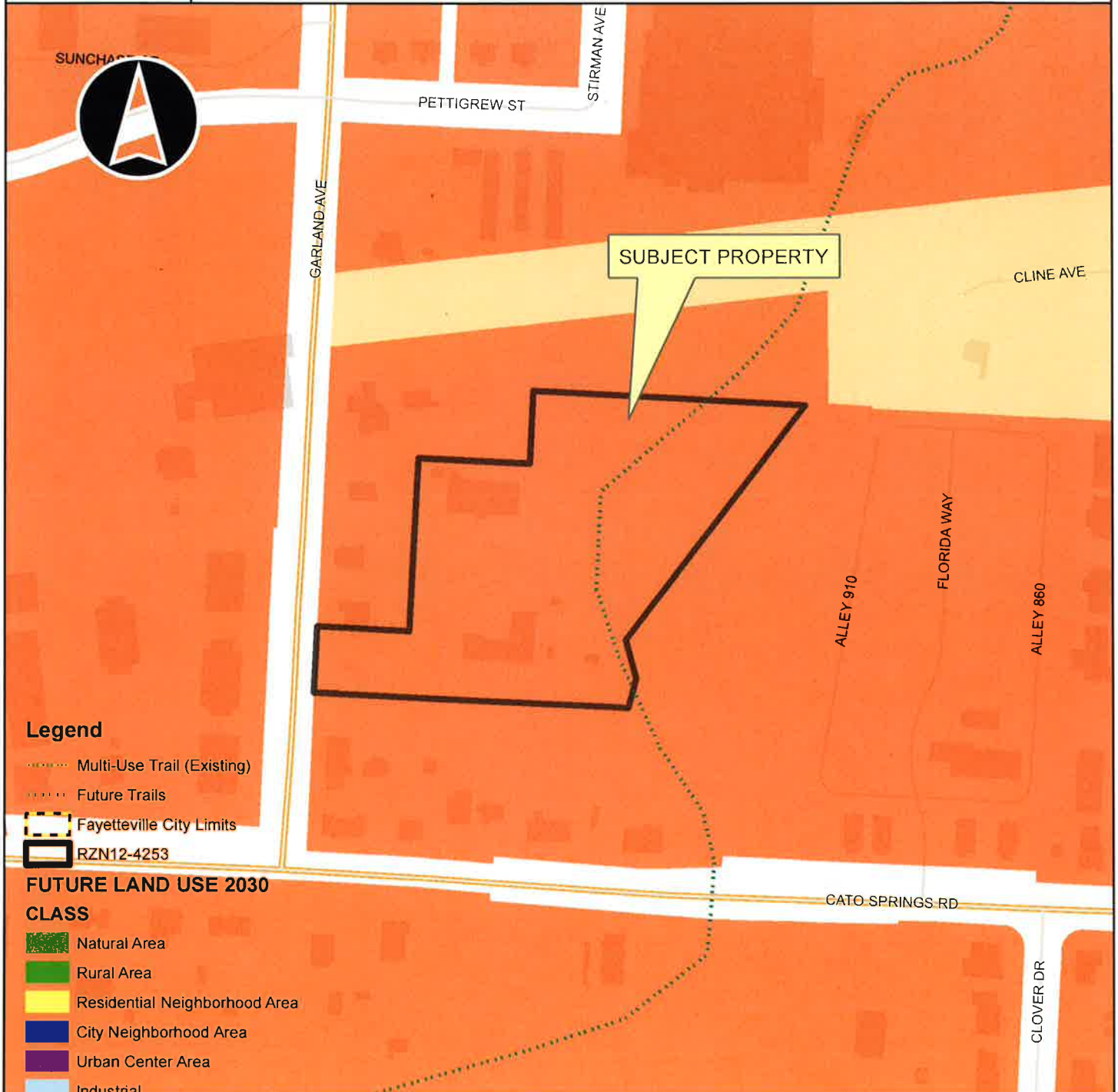
- Footprints 2010
- Hillside-Hilltop Overlay District
- - - - - Design Overlay District
- Design Overlay District
- - - - - Planning Area



RZN12-4253

LIFESOURCE

Future Land Use



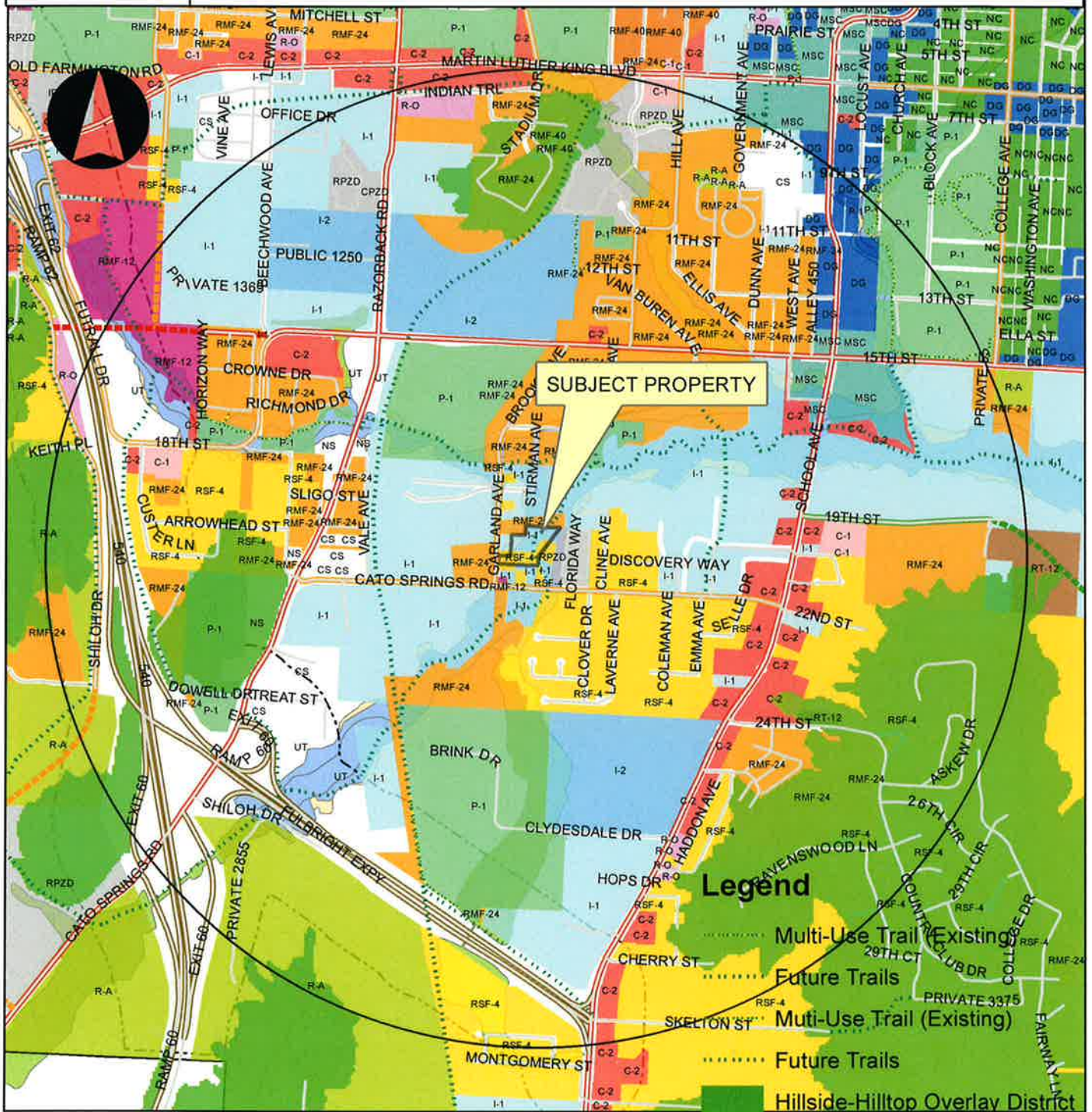
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW
- Design Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

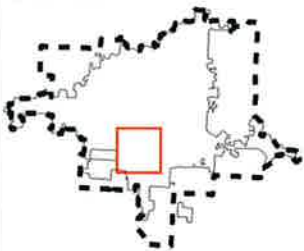
RZN12-4253

LIFESOURCE

One Mile View



Overview



Legend

Subject Property

RZN12-4253

Boundary

0 0.25 0.5

RZN12-4253

Design Overlay District

Planning Area

Fayetteville

1 Miles

City of Fayetteville Staff Review Form

D. 4
Smith Two-Way Radio, Inc.
Page 1 of 6

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

12/18/2012

**City Council Meeting Date
Agenda Items Only**

Greg Tabor

Police

Police

Submitted By**Division****Department****Action Required:**

Approve an ordinance waiving competitive bids and approving Smith Two Way Radio to configure and program existing infrastructure for a conventional back up system for a cost of \$29,475.65 per quotation #2051.

\$ 29,475.65
Cost of this request

\$ 7,063,672.00
Category / Project Budget

Radio Simulcast System
Program Category / Project Name

Various - see attached
Account Number

\$ 6,502,168.00
Funds Used to Date

Radio Simulcast System
Program / Project Category Name

08076
Project Number

\$ 561,504.00
Remaining Balance

Various
Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐

Mike Reynolds
Department Director

11/29/2012
Date

Previous Ordinance or Resolution #

John Kelly
City Attorney

11-29-12
Date

Original Contract Date:

Original Contract Number:

Paula Butler
Finance and Internal Services Director

11-29-2012
Date

Received in City
Clerk's Office

Don Man
Chief of Staff

12-3-12
Date

Received in
Mayor's Office

Lionel Jordan
Mayor

12/3/12
Date



Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police

Date: November 26, 2012

Subject: Approval of ordinance to waive competitive bidding and approve \$29,476 to Smith Two Way for programming and configuration of radio equipment for implementation of a backup radio system.

PROPOSAL:

The City of Fayetteville's simulcast radio project was completed in 2012. After the project was completed we applied for five additional frequencies for future expansion of our new system. We were recently granted these frequencies by the Federal Communications Commission (FCC). We are proposing using these frequencies in our old repeaters which will create a conventional backup system. This will provide our radio users an additional layer of redundancy, which is important in Public Safety radio systems. Smith Two Way will configure the old repeaters with the new frequencies and add the backup frequencies to all (646) radios in the city. Smith Two Way is uniquely qualified for this project due to familiarization with our equipment and understanding of the way our current radios are programmed. They are the only radio shop in Northwest Arkansas authorized to program City of Fayetteville radios on the Arkansas Wireless Information Network (AWIN).

RECOMMENDATION:

Staff recommends approval of an ordinance to waive competitive bidding and to approve \$29,476 for configuration and programming of the backup equipment.

BUDGET IMPACT:

Funding for this project is from the simulcast radio project which came in under budget.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH SMITH TWO-WAY RADIO, INC. IN THE TOTAL AMOUNT OF \$29,475.65 TO CONFIGURE AND PROGRAM EXISTING RADIO EQUIPMENT FOR IMPLEMENTATION OF A CONVENTIONAL BACK-UP RADIO SYSTEM

WHEREAS, the City's Motorola simulcast radio project was completed in 2012; and

WHEREAS, the City sought and was granted five additional radio frequencies from the Federal Communications Commission (FCC) for future expansion of the project; and

WHEREAS, the City desires to use these frequencies in old radio equipment which will create a conventional radio back-up system; and

WHEREAS, Smith Two-Way Radio, Inc. is uniquely qualified to program and configure the equipment due to its familiarization with it and further Smith Two-Way Radio, Inc. is the only company in Northwest Arkansas authorized to program City radios on the Arkansas Wireless Information Network (AWIN);

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract with Smith Two-Way Radio, Inc. in the total amount of \$29,475.65 to configure and program existing radio equipment for implementation of a conventional back-up radio system.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

SMITH TWO-WAY RADIO, INC.

520 N. COLLEGE AVENUE
FAYETTEVILLE, AR. 72701
(479) 443-2222 FAX (479) 443-5677

"In Radio Since 1929"

QUOTATION

KENWOOD



MOTOROLA

Authorized Sales and Service

Customer Name: FAYETTEVILLE PD

Contact Name: KATHY STOCKER

Address:

City: FAYETTEVILLE State: AR Zip: 72701

Phone: 587-3561 Fax: E-Mail:

Ship To:

Contact Name:

Address:

City: State: Zip:

Phone: Fax: E-Mail:

SALESPERSON	QUOTATION #	DATE	SHIPPED VIA	F.O.B. POINT	TERMS
PATTY	2051	11/16/12			NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
80	MAN HOURS FIELD LABOR	75.00	6000.00
4	SERVICE CALLS FOR COMPLETION	200.00	800.00
4	CONVENTIONAL TEMPLATE BUILDING	200.00	800.00
646	ESTIMATED END USER PROGRAMS	30.00	19380.00
	QUOTE TO ADD INFRASTRUCTURE FOR CONVENTIONAL BACK UP SYSTEM/ZONE TO EXISTING RADIO TEMPLATES.		
	TOTAL OF ITEMS		26980.00

Note: This quote valid for 30 days from date shown above.

LABOR TO INSTALL	
SUB TOTAL	26980.00
SALES TAX	2495.65
TOTAL	29475.65

Conventional Radio Back up System

		Account Number	Project Number	Remaining Budget	% charged per fund	Smith Two Way Radio \$ 29,475.65
2100	Street Fund	2100-4100-5801.00	08076-2100	22,689.64	8.86	\$ 2,611.54
2130	Parking Fund	2130-9130-5801.00	08076-2130	654.92	0.37	\$ 109.06
2250	Parks Development Fund	2250-9255-5801.00	08076-2250	11,393.09	5.62	\$ 1,656.53
2303	Police Impact Fees	2300-9300-5801.00	08076-2303	297,815.68	38.13	\$ 11,239.07
2304	Fire Impact Fees	2304-9300-5801.00	08076-2304	173,775.55	18.67	\$ 5,503.10
5400	Water/Sewer Fund	5400.1840.5801.00	08076-5400	22,746.08	15.21	\$ 4,483.25
5500	Solid Waste Fund	5500-5080-5801.00	08076-5500	27,868.97	10.89	\$ 3,209.90
9700	Shop Fund	9700-1920-5801.00	08076-9700	4,559.44	2.25	\$ 663.20
				<u>561,503.37</u>	<u>100.00</u>	<u>29,475.65</u>

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: D. 4 11/28/2012
P.O Number:	Smith Two-Way Radio, Inc. Expected Delivery Date: 6 of 6

Vendor #: 10860	Vendor Name: Smith Two-Way Radio Inc	Mail Yes: No:
Address: 520 N. College	Fob Point:	Taxable Yes: No: Quotes Attached Yes: No:
City: Fayetteville	State: AR	Zip Code: 72701
Requester: K Stocker	Requester's Employee #: 93	Extension: 3561

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Conventional Radio Back up	8.86	Job	29,475.65	\$2,611.54	2100-4100-5801.00	08076-2100		6115- L
2	Conventional Radio Back up	37	Job	\$109.06	\$109.06	2130-9130-5801.00	08076-2130		6115-H
3	Conventional Radio Back up	5.62	Job	\$1,656.53	\$1,656.53	2250-9255-5801.00	08076-2250		6115-G
4	Conventional Radio Back up	38.13	Job	\$11,239.07	\$11,239.07	2300-9300-5801.00	08076-2303		6115-E
5	Conventional Radio Back up	18.67	Job	\$5,503.10	\$5,503.10	2304-9300-5801.00	08076-2304		6115-F
6	Conventional Radio Back up	15.21	Job	\$4,483.25	\$4,483.25	5400-1840-5801.00	08076-5400		6115-M
7	Conventional Radio Back up	10.89	Job	\$3,209.90	\$3,209.90	5500-5080-5801.00	08076-5500		6115-K
8	Conventional Radio Back up	2.25	Job	\$663.20	\$663.20	9700-1920-5801.00	08086-9700		6115-J
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Note Sale tax is included in each line

Subtotal: \$29,475.65
Tax: _____
Total: \$29,475.65

Approvals:

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

City of Fayetteville Staff Review Form

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Motorola Solutions, Inc.
Page 1 of 12

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

12/18/2012

City Council Meeting Date
Agenda Items Only

Greg Tabor, Chief of Police

Submitted By

Police

Division

Police

Department

Action Required:

Approval of an ordinance to waive competitive bidding and to approve a two year contract with Motorola Inc for radio maintenance in the amount as follows: 2013- \$36,666 2014-\$37,308 plus tax.

\$40,058

Cost of this request

\$40,058

Category / Project Budget

Radio Maintenance

Program Category / Project Name

various radio maint accounts

\$

Radio Maintenance

Account Number

Funds Used to Date

Program / Project Category Name

\$

40,058.00

Various Funds

Project Number

Remaining Balance

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

[Signature]
Department Director

11-28-12
Date

Previous Ordinance or Resolution #

[Signature]
City Attorney

11-29-12
Date

Original Contract Date:

Original Contract Number:

Paul A. Butler
Finance and Internal Services Director

11-29-2012
Date

Received in City 11-29-12 A08:18 RCVD
Clerk's Office

[Signature]
Chief of Staff

12-3-12
Date

Received in
Mayor's Office

[Signature]
Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: November 15, 2012

Subject: Approval of a two year contract with Motorola Inc. for radio maintenance

PROPOSAL:

The City of Fayetteville's simulcast radio project was completed in 2012. This radio maintenance contract includes dispatch equipment coming off warranty and older radios that were upgraded in the project. Motorola Inc. offers factory authorized training, field technical representation services (engineers) and other technical support to provide maintenance on the Motorola Simulcast system. Motorola subcontracts with Smith Two Way a local authorized Motorola service and repair center in Fayetteville to help provide on-site service to the dispatch center. Due to the complexity of this type of system and Motorola's unique knowledge of the technical aspects of our system and how it connects to the Arkansas Wireless Network it is necessary for them to provide the maintenance for this system.

RECOMMENDATION:

Staff recommends approval of an ordinance to waive competitive bidding and to approve a two (2) year contract with Motorola for radio maintenance in the amount as follows: 2013-\$36,666 2014-\$37,308 plus tax.

BUDGET IMPACT:

Funding is included in the 2013 proposed budget.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A TWO-YEAR CONTRACT WITH MOTOROLA SOLUTIONS, INC. IN THE TOTAL AMOUNT OF \$73,974.00 PLUS APPLICABLE TAXES FOR RADIO MAINTENANCE TO THE CITY'S MOTOROLA SIMULCAST RADIO SYSTEM.

WHEREAS, the City's Motorola simulcast radio project was completed in 2012; and

WHEREAS, Motorola Solutions, Inc. provides factory authorized training, field technical representation services and other technical support to provide maintenance on the Motorola simulcast system; and

WHEREAS, due to the complexity of the system and Motorola Solutions, Inc.'s unique knowledge of the technical aspects of the system and how it connects to the Arkansas Wireless Network (AWIN) it is necessary for them to provide the necessary maintenance for the system;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a two-year contract with Motorola Solutions, Inc. in the total amount of \$73,974.00 plus applicable taxes for radio maintenance to the City's Motorola simulcast radio system.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001012130
Contract Modifier: RN02-OCT-12 17:56:49

Date: 11/19/2012

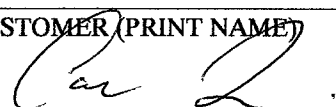
Company Name:	Fayetteville, City Of
Attn:	
Billing Address:	113 W Mountain St
City, State, Zip:	Fayetteville, AR, 72701
Customer Contact:	
Phone:	

Required P.O.: No
Customer #: 1011442374
Bill to Tag #: 0001
Contract Start Date: 01/01/2013
Contract End Date: 12/31/2013
Anniversary Day: Dec 31st
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
6	SVC01SVC1103C SVC273AA	NETWORK MONITORING SERVICE MCC7500	\$459.36	\$5,512.28
1	SVC281AA	DISPATCH CENTER LOCATION		
	SVC01SVC0097A	RSA Comprehensive	\$125.00	\$1,500.00
1	SVC413AE	ENH: XTL5000		
11	SVC417AE	ENH: XTS2500		
3	SVC420AE	ENH: XTS5000		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	\$552.24	\$6,626.88
6	SVC822AA	MCC 7500		
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$74.20	\$890.40
1	SVC147AA	DISPATCH CENTER LOCATION		
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE SERVICE - PREMIER OPTION	\$443.45	\$5,321.40
1	SVC218AC	ENH: ONSITE INFRASTRUCTURE RESPONSE-SITE		
6	SVC220AC	OPERATOR POSITIONS		
	SVC01SVC1422C	LOCAL RADIO COMBO PACKAGE	\$786.48	\$9,437.76
27	SVC26AC	XTS2500		
7	SVC607AB	XTS1500 - PORTABLE		
14	SVC619AB	XTL5000 - MOBILE		
10	SVC964AD	ENH: XTL2500		
12	SVC997AD	ENH: XTL1500		
	SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE	\$50.25	\$603.00
11	SVC26AB	XTS2500		
3	SVC27AB	ENH: XTS5000		
1	SVC587AB	XTL5000 - MOBILE		
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE	\$152.31	\$1,827.72
6		MCC 7500		
	SVC01SVC1102C	DISPATCH SERVICES	\$43.58	\$522.96
6		MCC 7500		
	SVC04SVC0016C	SECURITY UPDATE SERVICE	\$368.58	\$4,423.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$3,055.45	\$36,665.40
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$3,055.45	\$36,665.40
	Taxes	-	-
	Grand Total	\$3,055.45	\$36,665.40
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			
	Subcontractor(s)	City	State
	MOTOROLA RADIO SUPPORT CENTER DEPT (KL775)	ROCKFORD	IL
	MOTOROLA - SECURITY SERVICES - KL725	SCHAUMBURG	IL
	MOTOROLA SOLUTIONS-MOTOROLA SECURITY SVCS (DO250)	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR
	SMITH TWO WAY RADIO INC	FAYETTEVILLE	AR

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM / SM	11/16/12
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Case Irwin	501-366-3432	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Fayetteville, City Of
Contract Number: S00001012130
Contract Modifier: RN02-OCT-12 17:56:49
Contract Start Date: 01/01/2013

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the City of Fayetteville ("City") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to City either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

□.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

□.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

□.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

City accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If City purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, City will provide a complete serial and model number list of the Equipment. City must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. City's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. City must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. City must promptly notify Motorola of any Equipment failure. Motorola will respond to City's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

□.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

□.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at City's location, City will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, City agrees to reimburse Motorola for those charges and expenses.

Section 7 CITY CONTACT

City will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice City in advance for each payment period. All other charges will be billed monthly, and City must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. City will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, City's sole remedy is to require Motorola to re-

perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section

10

EFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by City to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. Changes, modifications, or amendments in scope, price or fees to this Agreement shall not be allowed without a prior formal Agreement Amendment to be approved by Motorola and the Mayor and the City Council in advance of the change in scope, cost or fees. 12.2. City agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential to the extent permitted by law, and will be promptly returned at Motorola's request. City may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by City to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide City with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

City is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of City in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, City will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. City will safeguard all such property while it is in City's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by City for Motorola's use without charge and may be removed from City's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State of Arkansas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of City. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and City agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

CHECK REQUEST

Date: 1/1/2013 Vendor Number: 27860Manual Check? ☐Mail? Yes ☒ No ☐Payable to: Motorola
PO Box 404059
Atlanta, GA 30384-4059Remit to
Address Code: Return check to: Send copy to: K. StockerFor: Maintenance Contract # S00001012130
Customer #1011442374 0001Separate Check Code: Bank Number: 012Payable From: (Fund Name) GeneralAmount of Check: \$40,057.02

Charged as follows:

Account Name	Amount	Account Number						
		Fund	Dept.	Sub Dept.	Base	Detail	Project	Sub Project
Radio maintenance	1,586.98	5550	3950		5402	00		
Radio maintenance	1,096.23	1010	2710		5402	00		
Radio maintenance	2,703.93	1010	3020		5402	00		
Radio maintenance	1,223.70	9700	1910		5402	00		
Radio maintenance	280.43	5400	1820		5402	00		
Radio maintenance	27,182.37	1010	2600		5402	00		
Radio maintenance	841.29	1010	5100		5402	00		
Radio maintenance	191.20	2130	9131		5402	00		
Radio maintenance	420.65	1010	5260		5402	00		
Radio maintenance	2,771.17	1010	2900		5402	00		
Radio maintenance	261.31	5500	5000		5402	00		
Radio maintenance	1,497.76	2100	4100		5402	00		
Radio maintenance								
Radio maintenance								
Radio maintenance								
TOTAL	\$40,057.02							

Additional
Approval:

- ☐ Does not meet
Purchasing policy
- ☐ Contract Payment
- ☐ Other:

Prepared by:

Approved by:

Entered:

Accounting Use - Receipting

G/L Account Number

Key Code:

City of Fayetteville Staff Review Form

D. 6
C&L Landfill Site
Page 1 of 22

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

12/18/2012

**City Council Meeting Date
Agenda Items Only**

Alison Jumper
Submitted By

Park Planning
Division

Parks and Recreation
Department

Action Required:

Approval of a resolution restricting the uses of the landfill area as recommended by ADEQ.

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 ☐

Connie Emonston
Department Director

11-29-12
Date

Previous Ordinance or Resolution # 138-04

K. J. ...
City Attorney

11-24-12
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Baker
Finance and Internal Services Director

11-30-2012
Date

Received in City Clerk's Office 11-29-12 P02:07 RCVD
WJB

Don Man
Chief of Staff

12-3-12
Date

Received in Mayor's Office
ENTERED
11/29/12
PH

Donald Jumper
Mayor

12/3/12
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *C.E.*

From: Alison Jumper, Park Planning Superintendent *aj*

Date: November 29, 2012

Subject: December 18th City Council Agenda Request
Deed Restriction for Former C and L Landfill Property.

PROPOSAL:

The City of Fayetteville acquired approximately 40 acres in 2008 as part of a public private partnership to develop a mixed use community including a 200 acre community park along Cato Springs Road (see attached Resolution 138-04). The 40 acres is the site of the former C & L landfill which operated from 1972 until it was closed in 1976. The site received primarily municipal solid waste and some construction/demolition debris.

After a Work Plan and Site Characterization Study were completed in 2003, the City applied to the Arkansas Department of Environmental Quality (ADEQ) to utilize Post Closure Trust Funds for remediation of the site. The Post Closure Trust Fund was created in 1991 from disposal fees for landfill post-closure action, which is defined as any measures deemed necessary by the Director to prevent or abate contamination of the environment from any landfill which has been certified by the Department as no longer receiving waste. The City was approved for the use of the fund for the C and L Landfill remediation in 2004.

ADEQ has developed construction plans for the remediation and anticipates beginning construction next spring. As part of the final remediation, ADEQ requested 100' buffer from the limits of the landfill. The buffer area was deeded to the City in 2012 to accommodate ADEQ's request. Additionally ADEQ is requiring certain restrictions be put on the landfill and buffer area. The City Attorney worked with the legal staff at ADEQ to draft the deed restriction.

RECOMMENDATION:

Staff recommends approving a resolution restricting the uses of the landfill area as recommended by ADEQ.

BUDGET IMPACT:

None.

Attachments:

Resolution 138-04
Deed 2012-00013554- Buffer area
Deed 2006-00013296 -Landfill

RESOLUTION NO. _____

A RESOLUTION TO PLACE DEED RESTRICTIONS IN THE TITLE TO CITY PROPERTY THAT WAS THE C & L LANDFILL SITE TO COMPLY WITH THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY LANDFILL CLOSURE REGULATIONS

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ) – Solid Waste Management Division has completed an environmental site assessment of the closed C & L Solid Waste Class 1 Landfill located in Fayetteville within and upon land owned by the City of Fayetteville off Cato Springs Road; and

WHEREAS, this assessment has determined the corrective action of placing a new engineered cap on top of the landfill would be required at the closed landfill site; and

WHEREAS, prior to ADEQ funding such corrective action, long term administrative protection to reduce the chance of future disturbance of the constructed corrective action is necessary; and

WHEREAS, a deed restriction to prohibit all residential improvements and any other construction activity that could damage the engineered cap over the waste mass area is required; and

WHEREAS, the ADEQ recommends that the City should also prohibit as a buffer all residential development within one hundred feet around the entire landfill property; and

WHEREAS, earlier this year the City of Fayetteville was deeded this needed 100 foot buffer around the landfill which should be deed restricted to prevent any future use as residential housing.

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 places a deed restriction in the title to all the city property which was the C & L Landfill to prohibit all residential improvements and any other construction that could damage the engineered cap to be installed by ADEQ over the waste mass area and authorizes Mayor Jordan to sign such deed restriction.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby places restrictions that the City pursuant to requirements of the ADEQ – Solid Waste Management Division will prohibit and not allow construction of houses, duplexes, apartments, or other housing within one hundred feet around the entire former landfill property to ensure adequate protection of human health and the environment in future years and authorizes Mayor Jordan to sign such deed restriction.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RESOLUTION NO. 138-04

MICROFILMED

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SOUTHPASS DEVELOPMENT COMPANY TO ACCEPT 200 ACRES OF PARK LAND, A 10 ACRE WATER TANK SITE, ONE MILLION DOLLARS FOR PARK LAND DEVELOPMENT AND OTHER CONSIDERATION FOR THE CITY'S ACCEPTANCE OF OWNERSHIP OF A 33 ACRE LANDFILL

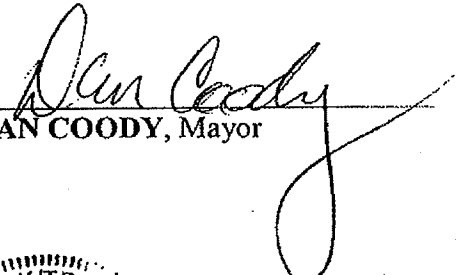
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby accepts and approves the Contract with SouthPass Development Company (attached as Exhibit "A") to accept 200 acres of park land, a 10 acre water tank site, one million dollars for park land development and other consideration for the City's acceptance of a 33 acre landfill and its agreement to spend the money currently identified in its Parks Capital Improvement Plan for the community park development.

PASSED and APPROVED this 7th day of September, 2004.

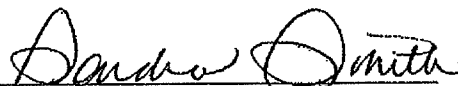
APPROVED:

By:


DAN COODY, Mayor

ATTEST:

By:


SONDRA SMITH, City Clerk



Copy

Part of Parcel No. 765-15443-200
Part of Parcel No. 765-16323-300**WARRANTY DEED**Doc ID: 014587960009 Type: REL
Kind: WARRANTY DEED
Recorded: 05/14/2012 at 08:52:53 AM
Fee Amt: \$55.00 Page 1 of 9
Washington County, AR
Bette Stamps Circuit ClerkFile **2012-00013554**

BE IT KNOWN BY THESE PRESENTS:

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

The purpose of this deed is to convey those portions as shown on Lot Line Adjustment recorded as Doc. Ref. 2012-00013553, in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, the revised descriptions of the whole tracts as follows:

ADJUSTED TRACT 3 DESCRIPTION:

A PART OF THE FRACTIONAL WEST HALF (W ½) OF THE SOUTHWEST QUARTER (SW ¼) AND A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY (30), AND A PART OF THE FRACTIONAL NORTHWEST QUARTER (NW ¼) AND A PART OF THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) AND A PART OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION THIRTY-ONE (31), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST; A PART OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-SIX (36) AND A PART OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE NORTHEAST CORNER OF SAID WEST HALF (½) OF THE NORTHEAST QUARTER (NE ¼) SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST; THENCE ALONG THE EAST LINE OF SAID TRACT SOUTH 03°10'31" WEST 2628.17 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), SECTION THIRTY-ONE (31); THENCE ALONG THE EAST LINE OF SAID FORTY (40) ACRE TRACT SOUTH 02°56'56" WEST 214.50 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID EAST LINE NORTH 87°03'04" WEST 214.50 FEET; THENCE SOUTH 28°45'25" WEST 105.32 FEET; THENCE NORTH 52°18'12" WEST 543.84 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SAID WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼), SECTION THIRTY-ONE (31); THENCE ALONG SAID SOUTH LINE NORTH 87°21'46" WEST 611.22 FEET TO A FOUND IRON PIN; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 87°04'57" WEST 423.66 FEET TO A FOUND PIPE; THENCE LEAVING SAID SOUTH LINE NORTH 02°36'50" EAST 654.14 FEET TO A FOUND IRON PIN; THENCE NORTH 87°10'03" WEST 884.36 FEET TO A FOUND IRON PIN; THENCE NORTH 87°10'03" WEST 787.44 FEET TO A FOUND IRON PIN; THENCE SOUTH 02°37'31" WEST 651.66 FEET TO THE SOUTH LINE OF SAID NORTH HALF (N ½) OF THE FRACTIONAL SECTION THIRTY-ONE (31); THENCE ALONG SAID SOUTH LINE NORTH 87°04'57" WEST 963.78 FEET TO A FOUND STONE AT THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER (NW ¼), SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST; THENCE ALONG THE SOUTH LINE OF SAID EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-SIX (36), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST, NORTH 87°03'18" WEST 962.79 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID SOUTH LINE NORTH 03°06'30" EAST 249.93 FEET TO A FOUND IRON PIN; THENCE NORTH 86°53'02" WEST 146.92 FEET TO THE EASTERLY LINE OF A MULTI-USE TRAIL; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES: NORTH 10°37'43" EAST 1625.80 FEET; NORTH 02°04'05" WEST 754.60 FEET; NORTH 01°38'21" EAST 418.36 FEET; NORTH 32°01'04" WEST 100.91 FEET; NORTH 23°10'05" EAST 158.00 FEET; NORTH 00°51'59" WEST 415.39 FEET; NORTH 29°51'29" WEST 148.57 FEET; NORTH 08°20'51" EAST 255.18 FEET; NORTH 35°11'50" WEST 361.43 FEET; THENCE NORTH 01°26'41" EAST 951.98 FEET TO THE NORTH LINE OF SAID EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST; THENCE ALONG SAID NORTH LINE OF SAID EIGHTY (80) ACRE TRACT SOUTH 87°09'38" EAST 1214.50 FEET TO A FOUND ALUMINUM MONUMENT AT THE NORTHEAST CORNER OF SAID TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT SOUTH 02°25'51"

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WARRANTY DEED
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WEST 36.60 FEET TO A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF SAID FRACTIONAL SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY (30), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°15'10" EAST 700.17 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 02°05'17" WEST 660.00 FEET; THENCE THE FOLLOWING COURSES: SOUTH 87°15'10" EAST 257.44 FEET; SOUTH 58°07'31" WEST 324.29 FEET; NORTH 86°44'15" WEST 330.61 FEET; SOUTH 74°09'23" WEST 137.05 FEET; SOUTH 30°16'13" WEST 254.00 FEET; SOUTH 27°26'52" WEST 126.27 FEET; SOUTH 04°45'59" WEST 193.96 FEET; SOUTH 25°07'29" EAST 274.91 FEET; SOUTH 46°49'29" EAST 159.23 FEET; SOUTH 03°33'11" WEST 69.09 FEET; SOUTH 28°33'12" WEST 86.25 FEET; SOUTH 02°12'58" EAST 248.61 FEET; SOUTH 05°50'07" EAST 152.03 FEET; SOUTH 29°43'41" WEST 92.26 FEET; SOUTH 37°07'18" EAST 120.86 FEET; SOUTH 45°00'58" EAST 126.58 FEET; SOUTH 17°48'52" WEST 178.11 FEET; SOUTH 04°52'49" EAST 113.12 FEET; NORTH 82°59'00" EAST 136.94 FEET; SOUTH 09°29'53" EAST 155.53 FEET; NORTH 52°21'44" EAST 384.50 FEET; SOUTH 04°18'51" WEST 13.13 FEET; SOUTH 87°23'14" EAST 1005.32 FEET; NORTH 02°36'46" EAST 144.08 FEET; NORTH 44°57'00" WEST 226.52 FEET; NORTH 88°40'04" WEST 37.79 FEET; NORTH 09°22'34" WEST 184.47 FEET; SOUTH 89°22'34" EAST 237.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°11'23" AND A RADIUS OF 453.50; THENCE ALONG SAID CURVE AN ARC LENGTH OF 128.15 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 49°42'24" EAST 127.72 FEET; THENCE SOUTH 41°36'42" EAST 109.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08°20'11" AND A RADIUS OF 453.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 65.98 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 37°26'37" EAST 65.92 FEET; THENCE THE FOLLOWING COURSES: SOUTH 33°16'32" EAST 59.20 FEET; SOUTH 56°43'28" WEST 129.29 FEET; SOUTH 00°00'00" EAST 167.54 FEET; NORTH 90°00'00" EAST 176.03 FEET; NORTH 56°33'49" EAST 100.55 FEET; THENCE SOUTH 33°16'32" EAST 120.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°38'06" AND A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 104.52 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 41°35'35" EAST 104.15 FEET; THENCE SOUTH 49°54'38" EAST 54.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 48°18'27" AND A RADIUS OF 360.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 303.53 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 25°45'24" EAST 294.61 FEET; THENCE SOUTH 01°36'10" EAST 48.91 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17°44'21" AND A RADIUS OF 220.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 68.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 10°28'21" EAST 67.84 FEET; THENCE SOUTH 19°20'31" EAST 37.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°59'05" AND A RADIUS OF 220.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 95.93 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 06°50'59" EAST 95.18 FEET; THENCE SOUTH 05°38'34" WEST 122.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°45'37" AND A RADIUS OF 560.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 163.81 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 02°44'14" EAST 163.23 FEET; THENCE SOUTH 11°07'03" EAST 17.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46°37'08" AND A RADIUS OF 560.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 455.65 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12°11'31" WEST 443.18 FEET; THENCE SOUTH 35°30'05" WEST 58.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 45°41'49" AND A RADIUS OF 280.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 223.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 12°39'11" WEST 217.45 FEET; THENCE SOUTH 10°11'44" EAST 1.43 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 71°40'01" AND A RADIUS OF 120.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 150.10 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 46°01'45" EAST 140.50 FEET; THENCE SOUTH 81°51'46" EAST 299.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08°40'40" AND A RADIUS OF 480.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 72.70 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 77°31'26" EAST 72.63 FEET; THENCE SOUTH 73°11'06" EAST 222.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53°40'26" AND A RADIUS OF 280.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 262.30 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°58'41" EAST 252.81 FEET; THENCE NORTH 53°08'28" EAST 141.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A

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CENTRAL ANGLE OF 07°26'22" AND A RADIUS OF 220.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 28.57 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°25'17" EAST 28.55 FEET; THENCE NORTH 45°42'07" EAST 332.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°33'59" AND A RADIUS OF 220.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 71.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°59'06" EAST 70.98 FEET; THENCE NORTH 64°16'06" EAST 68.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°55'54" AND A RADIUS OF 800.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 585.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°18'09" EAST 572.50 FEET; THENCE NORTH 22°20'12" EAST 97.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°58'29" AND A RADIUS OF 800.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 264.94 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 12°50'58" EAST 263.73 FEET; THENCE NORTH 03°21'43" EAST 676.13 FEET TO THE NORTH LINE OF SAID FRACTIONAL NORTH HALF (N ½) SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY-ONE (31) WEST; THENCE ALONG SAID NORTH LINE SOUTH 87°14'32" EAST 61.42 FEET TO THE POINT OF BEGINNING, CONTAINING 315.218 ACRES, MORE OR LESS.

LESS AND EXCEPT, THE FOLLOWING:

THOSE PORTIONS OF WASHINGTON COUNTY ROAD NO. 201 (KESSLER MOUNTAIN ROAD) AFFECTED BY A CITY OF FAYETTEVILLE ANNEXATION PER ORDINANCE NO. 5190 RECORDED WITH THE CITY CLERK, SAID PORTIONS BEING IN THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼), SECTION THIRTY-SIX (36), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, SAID ROAD HAVING A FIFTY (50) FOOT RIGHT-OF-WAY EXTENDING 25 FEET EACH SIDE OF THE CENTERLINE OF SAID ROAD.

ALSO LESS AND EXCEPT, THE FOLLOWING:

THOSE PORTIONS OF WASHINGTON COUNTY ROAD NO. 201 (KESSLER MOUNTAIN ROAD) AFFECTED BY A CITY OF FAYETTEVILLE ANNEXATION PER ORDINANCE NO. 5190 RECORDED WITH THE CITY CLERK, SAID ROAD HAVING A FIFTY (50) FOOT RIGHT-OF-WAY EXTENDING TWENTY-FIVE (25) FEET EACH SIDE OF A CENTERLINE, SAID ROAD PORTION BEING IN PART OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼), AND A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼), AND A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼), ALL IN SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, SAID CENTERLINE OF SAID ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION THIRTY-ONE (31); THENCE ALONG THE NORTH LINE OF SAID FORTY (40) ACRE TRACT NORTH 86°59'53" WEST 272.18 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 03°00'07" WEST 323.15 FEET TO THE INTERSECTION OF THE CENTERLINE OF THE EXISTING GRAVEL ROAD KNOWN AS SAID WASHINGTON COUNTY ROAD NO. 201 (KESSLER MOUNTAIN ROAD) AND THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 265 SOUTH (CATO SPRINGS ROAD) AS PER ARKANSAS STATE HIGHWAY COMMISSION JOB NO. 9497, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE NORTH 55°07'55" WEST 117.33 FEET; THENCE NORTH 55°26'23" WEST 220.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27°10'38" AND A RADIUS OF 500.51 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 237.41 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73°31'28" WEST 235.19 FEET; THENCE NORTH 87°06'47" WEST 311.95 FEET; THENCE NORTH 86°55'45" WEST 1868.91 FEET TO THE TERMINUS OF SAID CENTERLINE, MORE OR LESS, AFFECTED BY SAID ANNEXATION; THE SIDE LINES OF SAID ROAD TO BE SHORTENED OR LENGTHENED AT SAID TERMINUS BOUNDARY.

ALSO LESS AND EXCEPT, THE FOLLOWING:

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THOSE PORTIONS OF WASHINGTON COUNTY ROAD NO. 200 (JUDGE CUMMINGS ROAD) AFFECTED BY A CITY OF FAYETTEVILLE ANNEXATION PER ORDINANCE NO. 5190 RECORDED WITH THE CITY CLERK HAVING A FIFTY (50) FOOT RIGHT-OF-WAY EXTENDING TWENTY-FIVE (25) FEET EACH SIDE OF A CENTERLINE, SAID ROAD PORTION BEING IN PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) AND PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION THIRTY-ONE (31), AND PART OF THE FRACTIONAL SOUTH HALF (S ½) OF THE SOUTH HALF (S ½) OF SECTION THIRTY (30), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, SAID CENTERLINE OF SAID ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼), SAID SECTION THIRTY (30); THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 87°14'32" WEST 8.86 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 265 SOUTH (CATO SPRINGS ROAD) AS PER ARKANSAS STATE HIGHWAY COMMISSION JOB NO. 9497; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 37°59'03" WEST 9.81 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF A GRAVEL ROAD KNOWN AS SAID WASHINGTON COUNTY 200 (JUDGE CUMMINGS ROAD), SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTH 88°17'56" WEST 957.47 FEET; NORTH 87°05'11" WEST 323.63 FEET; SOUTH 82°07'28" WEST 44.99 FEET; NORTH 52°16'47" WEST 44.69 FEET; NORTH 85°51'11" WEST 262.89 FEET; NORTH 86°24'16" WEST 1240.07 FEET; SOUTH 84°41'18" WEST 125.64 FEET; NORTH 83°12'13" WEST 228.12 FEET; NORTH 86°28'14" WEST 616.08 FEET; NORTH 82°23'29" WEST 108.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67°34'09" AND A RADIUS OF 208.61 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 246.01 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48°36'25" WEST 232.00 FEET; THENCE NORTH 17°05'30" WEST 66.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°52'22" AND A RADIUS OF 213.20 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 152.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37°31'41" WEST 148.88 FEET TO THE EASTERLY BOUNDARY OF A PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2005-48123 RECORDED WITH THE CIRCUIT CLERK OF SAID COUNTY, SAID EASTERLY BOUNDARY ALSO BEING THE TERMINUS OF SAID CENTERLINE; THE SIDE LINES OF SAID ROAD TO BE SHORTENED OR LENGTHENED AT SAID TERMINUS BOUNDARY.

ALSO LESS AND EXCEPT, THE FOLLOWING:

THAT PORTION OF STATE HIGHWAY NO. 265 SOUTH (CATO SPRINGS ROAD) HAVING AN EIGHTY (80) FOOT RIGHT-OF-WAY, FORTY (40) FOOT EACH SIDE OF CENTERLINE AS PER ARKANSAS STATE HIGHWAY COMMISSION JOB NO. 9497 ALL IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) SAID SECTION THIRTY-ONE (31) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE ALONG THE EASTERLY SIDE OF SAID FORTY (40) ACRE TRACT SOUTH 02°56'56" WEST 41.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY SIDE OF SAID FORTY (40) ACRE TRACT SOUTH 02°56'56" WEST 114.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 47°18'03" WEST 81.96 FEET TO THE SOUTHERLY BOUNDARY OF TRACT THREE (3) DESCRIBED HEREON; THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 87°03'04" WEST 111.88 FEET TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF SAID HIGHWAY NORTH 47°18'03" EAST 242.01 FEET TO THE POINT OF BEGINNING, CONTAINING 12959 SQUARE FEET, MORE OR LESS.

SUBJECT TO ANY OTHER RIGHTS-OF-WAY AND/OR EASEMENTS WHETHER OR NOT OF RECORD.

ADJUSTED TRACT 7:

A PART OF THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) AND A PART OF THE FRACTIONAL NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY (30), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT A FOUND IRON PIN AT THE NORTHEAST CORNER OF SAID EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY (30); THENCE ALONG THE NORTH LINE OF SAID EIGHTY (80) ACRE TRACT NORTH 87°15'10" WEST 199.59 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 02°12'39" WEST 197.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 58°11'48" AND A RADIUS OF 71.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 72.62 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24°03'14" EAST 69.54 FEET; THENCE SOUTH 05°02'40" WEST 31.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30°00'00" AND A RADIUS OF 71.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 37.44 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 20°02'40" WEST 37.01 FEET; THENCE SOUTH 35°02'40" WEST 289.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40°25'53" AND A RADIUS OF 71.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 50.45 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 55°15'36" WEST 49.41 FEET; THENCE THE FOLLOWING COURSES: SOUTH 35°02'40" WEST 160.75 FEET; SOUTH 60°58'58" WEST 51.63 FEET; SOUTH 24°14'37" WEST 129.06 FEET; SOUTH 64°15'07" EAST 24.24 FEET; SOUTH 24°55'29" WEST 178.86 FEET; SOUTH 35°22'17" WEST 187.73 FEET; SOUTH 20°30'31" WEST 190.94 FEET; SOUTH 80°59'17" WEST 117.38 FEET; NORTH 87°32'23" WEST 136.18 FEET; NORTH 05°00'34" EAST 194.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°48'45" AND A RADIUS OF 500.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 50.72 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 07°54'57" EAST 50.70 FEET; THENCE NORTH 10°49'19" EAST 332.28 FEET; THENCE NORTH 79°10'41" WEST 21.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°58'07" AND A RADIUS OF 386.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 229.14 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°00'21" WEST 225.80 FEET; THENCE THE FOLLOWING COURSES: SOUTH 63°01'17" WEST 42.14 FEET; NORTH 31°09'22" WEST 10.18 FEET; SOUTH 85°14'45" WEST 156.40 FEET; NORTH 68°47'27" WEST 82.18 FEET; NORTH 84°30'33" WEST 125.56 FEET; NORTH 66°13'53" WEST 88.19 FEET; NORTH 36°42'18" WEST 37.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 14°11'01" AND A RADIUS OF 680.56 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 168.47 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°51'51" EAST 168.04 FEET TO THE BEGINNING OF A NON-TANGENT COMPOUND CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 67°30'07" AND A RADIUS OF 96.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 113.69 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 33°45'48" EAST 107.23 FEET; THENCE NORTH 00°00'44" EAST 115.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°53'05" AND A RADIUS OF 278.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 120.96 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 12°27'17" EAST 120.01 FEET; THENCE NORTH 24°53'49" EAST 65.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25°36'17" AND A RADIUS OF 278.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 124.46 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37°41'58" EAST 123.43 FEET; THENCE NORTH 50°30'07" EAST 112.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°39'01" AND A RADIUS OF 53.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 83.71 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 84°40'23" EAST 75.43 FEET; THENCE SOUTH 39°50'53" EAST 172.02 FEET; THENCE NORTH 50°09'07" EAST 43.00 FEET; THENCE NORTH 52°24'38" EAST 335.19 FEET TO SAID NORTH LINE OF THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY (30); THENCE ALONG SAID NORTH LINE SOUTH 87°15'10" EAST 712.87 FEET TO THE POINT OF BEGINNING, CONTAINING 28.264 ACRES, MORE OR LESS.

SUBJECT TO ANY OTHER RIGHTS-OF-WAY AND/OR EASEMENTS WHETHER OR NOT OF RECORD.

ADJUSTED TRACT 10:

A PART OF THE WEST HALF (W ½) OF THE SOUTHWEST QUARTER (SW ¼) AND A PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWENTY-NINE (29); A PART OF THE SOUTHEAST QUARTER (SE ¼) AND A PART OF THE EAST HALF (E ½)

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OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY (30), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID WEST HALF (W ½) OF THE SOUTHWEST QUARTER (SW ¼), SECTION TWENTY-NINE (29); THENCE ALONG THE NORTH LINE OF SAID EIGHTY (80) ACRE TRACT SOUTH 87°03'16" EAST 1148.15 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF UNITED STATES INTERSTATE 540; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 09°21'05" WEST 48.62 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 24°41'50" EAST 767.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF ARKANSAS STATE HIGHWAY 265 (CATO SPRINGS ROAD) PER ARKANSAS STATE HIGHWAY COMMISSION JOB NUMBER 9497, SAID CURVE BEING CONCAVE SOUTHEASTERLY, AND HAVING A CENTRAL ANGLE OF 08°43'13" AND A RADIUS OF 1105.92; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG SAID CURVE AN ARC LENGTH OF 168.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 48°21'27" WEST 168.16 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 52°43'03" WEST 205.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09°21'05" AND A RADIUS OF 1185.92 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE ALONG SAID CURVE AN ARC LENGTH OF 193.56 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 48°02'36" WEST 193.34 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 49°02'41" WEST 63.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 21°57'38" AND A RADIUS OF 100.17 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 38.39 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°01'30" WEST 38.16 FEET; THENCE NORTH 71°01'26" WEST 157.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°35'41" AND A RADIUS OF 299.70 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 186.19 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 53°14'42" WEST 183.21 FEET; THENCE NORTH 35°27'58" WEST 241.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25°33'53" AND A RADIUS OF 200.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 89.24 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 22°41'01" WEST 88.50 FEET; THENCE NORTH 09°54'05" WEST 203.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29°10'05" AND A RADIUS OF 282.31 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 143.72 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 24°29'08" WEST 142.17 FEET; THENCE THE FOLLOWING COURSES: NORTH 41°54'01" WEST 365.49 FEET; NORTH 45°18'05" WEST 52.57 FEET; SOUTH 38°01'21" WEST 175.91 FEET; SOUTH 38°01'21" WEST 447.90 FEET; THENCE SOUTH 51°58'40" EAST 639.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE CONCAVE SOUTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 10°41'19" AND A RADIUS OF 145.25 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 27.10 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 47°08'50" EAST 27.06 FEET; THENCE THE FOLLOWING COURSES: SOUTH 54°44'22" EAST 122.39 FEET; SOUTH 52°20'44" EAST 129.20 FEET; SOUTH 66°59'40" EAST 63.12 FEET; NORTH 87°31'21" EAST 112.21 FEET; THENCE SOUTH 44°56'01" EAST 364.35 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 265 (CATO SPRINGS ROAD); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 37°59'03" WEST 1618.91 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE ¼), SECTION THIRTY (30), SAID POINT BEARING NORTH 87°14'32" WEST 8.86 FEET FROM THE SOUTHEAST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE ALONG SAID SOUTH LINE OF SAID TRACT NORTH 87°14'32" WEST 901.69 FEET; THENCE LEAVING SAID SOUTH LINE THE FOLLOWING COURSES: NORTH 02°45'24" EAST 15.76 FEET; NORTH 02°59'33" EAST 100.00 FEET; SOUTH 87°00'27" EAST 55.82 FEET; NORTH 21°05'39" EAST 293.94 FEET; NORTH 38°01'21" EAST 50.50 FEET; THENCE NORTH 51°58'39" WEST 587.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE NORTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 12°00'08" AND A RADIUS OF 301.46 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 63.15 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 52°42'04" WEST 63.03 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°46'15" AND A RADIUS OF 923.88 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 93.05 FEET AND A CHORD BEARING AND

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DISTANCE OF SOUTH 64°34'44" WEST 93.01 FEET; THENCE SOUTH 66°00'45" WEST 470.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°28'57" AND A RADIUS OF 250.14 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 128.72 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°45'28" WEST 127.30 FEET; THENCE NORTH 84°59'26" WEST 1095.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°43'18" AND A RADIUS OF 195.85 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 91.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 74°33'39" WEST 90.51 FEET; THENCE NORTH 60°23'16" WEST 265.82 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17°53'56" AND A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 78.10 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69°12'52" WEST 77.78 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°26'16" AND A RADIUS OF 250.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 19.36 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 80°22'58" WEST 19.36 FEET; THENCE THE FOLLOWING COURSES: NORTH 84°56'38" WEST 197.11 FEET; NORTH 03°35'25" EAST 290.86 FEET; NORTH 52°54'08" WEST 74.06 FEET; NORTH 05°00'34" EAST 134.11 FEET; THENCE SOUTH 85°30'24" EAST 142.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17°00'11" AND A RADIUS OF 770.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 228.65 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°09'44" EAST 227.81 FEET; THENCE NORTH 17°13'08" WEST 102.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 07°26'21" AND A RADIUS OF 668.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 86.73 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 71°13'47" EAST 86.67 FEET TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHEASTERLY, AND HAVING A CENTRAL ANGLE OF 41°24'49" AND A RADIUS OF 397.82 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 287.55 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 26°18'34" EAST 281.33 FEET; THENCE NORTH 41°24'27" WEST 37.50 FEET; THENCE NORTH 38°48'53" EAST 129.98 FEET; THENCE NORTH 41°24'30" EAST 116.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°29'25" AND A RADIUS OF 921.50 FEET; THENCE ALONG SAID CURVE ARC LENGTH OF 329.55 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°39'12" EAST 327.80 FEET; THENCE NORTH 25°28'32" WEST 115.32 FEET TO A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 07°52'00" AND A RADIUS OF 1154.96 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 158.57 FEET AND A CHORD BEARING AND DISTANCE OF N 66°22'10" EAST 158.45 FEET; THENCE NORTH 10°03'19" WEST 139.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 45°39'20" AND A RADIUS OF 1157.88 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 922.65 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°43'06" EAST 898.43 FEET; THENCE NORTH 26°25'03" EAST 50.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°42'40" AND A RADIUS OF 19.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 29.75 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 71°16'33" EAST 26.80 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°36'31" AND A RADIUS OF 1199.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 431.27 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 53°33'47" EAST 428.94 FEET; THENCE SOUTH 81°08'46" EAST 158.03 FEET; THENCE NORTH 54°09'30" EAST 297.18 FEET; THENCE NORTH 10°02'42" EAST 377.72 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼), SECTION THIRTY (30); THENCE ALONG SAID NORTH LINE OF SAID FORTY (40) ACRE TRACT SOUTH 87°15'10" EAST 949.66 FEET TO THE POINT OF BEGINNING, CONTAINING 185.530 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING:

ADJUSTED TRACT 6:

A PART OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) AND A PART OF THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION THIRTY (30), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE

Copy
WARRANTY DEED
Page - 8 -

SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION THIRTY (30); THENCE ALONG THE SOUTH LINE OF SAID FORTY (40) ACRE TRACT NORTH 87°14'51" WEST 710.74 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 02°45'09" EAST 122.44 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES: NORTH 37°28'53" WEST 127.61 FEET; NORTH 84°46'53" WEST 201.36 FEET; SOUTH 54°53'30" WEST 160.91 FEET; THENCE SOUTH 54°58'45" WEST 236.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING CONCAVE SOUTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 80°32'28" AND A RADIUS OF 25.51 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 35.85 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 84°20'22" WEST 32.97 FEET; THENCE SOUTH 46°21'22" WEST 154.60 FEET; THENCE NORTH 84°59'26" WEST 298.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHWESTERLY, AND HAVING A CENTRAL ANGLE OF 18°24'10" AND A RADIUS OF 829.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 266.43 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 50°36'35" EAST 265.28 FEET; THENCE NORTH 41°24'30" EAST 234.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 101°03'25" AND A RADIUS OF 545.50 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 962.14 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 88°03'48" EAST 842.19 FEET; THENCE SOUTH 50°22'01" WEST 202.82 FEET TO THE POINT OF BEGINNING, CONTAINING 6.146 ACRES, MORE OR LESS.

ALSO, LESS AND EXCEPT THE FOLLOWING:

THOSE PORTIONS OF WASHINGTON COUNTY ROAD NO. 200 (JUDGE CUMMINGS ROAD) AFFECTED BY A CITY OF FAYETTEVILLE ANNEXATION PER ORDINANCE NO. 5190 RECORDED WITH THE CITY CLERK HAVING A FIFTY (50) FOOT RIGHT-OF-WAY EXTENDING TWENTY-FIVE (25) FEET EACH SIDE OF A CENTERLINE, SAID ROAD PORTION BEING IN PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) AND PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION THIRTY-ONE (31), AND PART OF THE FRACTIONAL SOUTH HALF (S ½) OF THE SOUTH HALF (S ½) OF SECTION THIRTY (30), ALL IN TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, SAID CENTERLINE OF SAID ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE ¼), SAID SECTION THIRTY (30); THENCE ALONG THE SOUTH LINE OF SAID SECTION NORTH 87°14'32" WEST 8.86 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 265 SOUTH (CATO SPRINGS ROAD) AS PER ARKANSAS STATE HIGHWAY COMMISSION JOB NO. 9497; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 37°59'03" WEST 9.81 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF A GRAVEL ROAD KNOWN AS SAID WASHINGTON COUNTY 200 (JUDGE CUMMINGS ROAD), SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTH 88°17'56" WEST 957.47 FEET; NORTH 87°05'11" WEST 323.63 FEET; SOUTH 82°07'28" WEST 44.99 FEET; NORTH 52°16'47" WEST 44.69 FEET; NORTH 85°51'11" WEST 262.89 FEET; NORTH 86°24'16" WEST 1240.07 FEET; SOUTH 84°41'18" WEST 125.64 FEET; NORTH 83°12'13" WEST 228.12 FEET; NORTH 86°28'14" WEST 616.08 FEET; NORTH 82°23'29" WEST 108.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67°34'09" AND A RADIUS OF 208.61 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 246.01 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 48°36'25" WEST 232.00 FEET; THENCE NORTH 17°05'30" WEST 66.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°52'22" AND A RADIUS OF 213.20 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 152.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 37°31'41" WEST 148.88 FEET TO THE EASTERLY BOUNDARY OF A PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2005-48123 RECORDED WITH THE CIRCUIT CLERK OF SAID COUNTY, SAID EASTERLY BOUNDARY ALSO BEING THE TERMINUS OF SAID CENTERLINE; THE SIDE LINES OF SAID ROAD TO BE SHORTENED OR LENGTHENED AT SAID TERMINUS BOUNDARY.

CONTAINING A NET TOTAL OF 179.384 ACRES, MORE OR LESS.

SUBJECT TO ANY OTHER RIGHTS-OF-WAY AND/OR EASEMENTS WHETHER OR NOT OF RECORD.

Copy
WARRANTY DEED
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TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this 9th day of May, 2012.

Chambers Bank

BY: *[Signature]*
Authorized Agent
[Please print or type Name and Title]

ATTEST:

N/A
[Please print or type Name and Title]

ACKNOWLEDGMENT
LACY LYNCH
NOTARY PUBLIC-STATE OF ARKANSAS
WASHINGTON COUNTY
My Commission Expires 04-25-2017
Commission # 12360265

STATE OF ARKANSAS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared *JB Meeks* and *N/A*, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the *Authorized Agent* and *N/A*, respectively, of **Chambers Bank**, an **Arkansas chartered bank**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 9th day of May, 2012.

MY COMMISSION EXPIRES:
04-25-2017

Lacy Lynch
Notary Public

Community Park
LANDFILL DEED

Doc ID: 008824810007 Type: REL
Recorded: 04/04/2006 at 01:53:42 PM
Fee Amt: \$26.00 Page 1 of 7
Washington County, AR
Bette Stamba Circuit Clerk
File 2006-00013296

AFFIDAVIT TO SPECIAL WARRANTY DEED RECORDED AT DEED REF. 2005-00048123,
WASHINGTON COUNTY, ARKANSAS, CONFIRMING SCRIVENER'S ERROR WITHIN LEGAL
DESCRIPTION ON RECORDED DEED.

STATE OF ARKANSAS)
) ss
COUNTY OF WASHINGTON)

BEFORE ME the undersigned notary public personally appeared GARY DUMAS, who after being
duly sworn deposes and says:

1. I am Director of Operations for the City of Fayetteville, Arkansas.
2. The City of Fayetteville, Arkansas, prepared the legal description for the special
warranty deed which is recorded in Deed Ref. 2005-00048123.
3. That a scrivener's error exists for the calls for commencement to the point of
beginning.
4. That the deed is being re-recorded to correct said calls for commencement to the
point of beginning.

FURTHER AFFIANT SAYETH NOT.


Gary Dumas
Director of Operations
City of Fayetteville, Arkansas

SWORN TO AND SUBSCRIBED before me this 24TH day of MARCH, 2006,
and is personally known to me,

My Commission Expires:

09-18-2007


Notary Public



This document is being re-recorded
to correct legal description.

SPECIAL WARRANTY DEED

Doc ID: 009273010000 Type: REL
Recorded: 10/20/2003 at 01:33:40 PM
Fee Amt: \$23.00 Page 1 of 8
Washington County, AR
Notary Public Clerk
File 2005-00048123

KNOW ALL MEN BY THESE PRESENTS:

111-044

That C. & L. Land Co., Inc. a corporation organized under and by virtue of the
laws of the State of Arkansas, by its President and Secretary, duly authorized by proper
resolution of its Board of Directors, in consideration of the sum of TEN DOLLARS
(\$10) and other valuable considerations, paid by the City of Fayetteville, Arkansas, the
receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the
City of Fayetteville, Arkansas, its successors and assigns forever, the following
described land situated in the County of Washington, State of Arkansas:

Commencing the Fractional SW/4 of
Starting at the SW Corner of Section 30 Township 16N
Range 30W. (State Plane Coordinates N 624067.346, E 657669.091)
Thence: S 87-46-07 E 931.99' and N 02-13-50 E 29.70'
~~S 87-26-41.0268E 947.568, S 4-18-51.4876W 5.027, more~~
~~or less, to the point of beginning, said point being further~~
~~described in State Plane Coordinates at 658609.008~~
~~624159.842, (State Plane Coordinates N 624060.74, E 658601.53)~~
Thence:
N4-18-51.4876E 99.355,
N29-53-33.6022E 205.311,
N50-54-22.1080W 30.881,
S58-27-31.1659W 353.169,
N3-45-3.3747W 69.105,
N33-10-44.9698E 101.575,
N12-14-10.0074W 147.076,
N59-18-19.1298W 137.058,
N13-29-43.1727E 140.965,
N51-54-24.7299E 126.318,
N30-22-44.8536E 85.532,
N4-29-49.7458W 113.577,
N9-9-33.3492E 124.227,
N36-40-57.8683E 75.51,
N73-4-20.9530E 91.758,
N25-18-22.9532E 252.506,
N7-1-42.2265W 144.432,
N80-47-20.3042W 147.209,

N3-46-38.3683E 43.824,
N69-0-4.6115E 134.909,
N18-26-54.4537E 151.344,
N45-34-43.4121E 137.47,
N78-45-57.4792E 107.89,
S61-48-52.3953E 123.395,
S36-42-18.1263E 135.18,
S66-13-53.0714E 130.631,
S84-30-33.4630E 127.845,
S68-47-26.7859E 91.431,
N85-14-45.1645E 117.452,
S31-9-21.6273E 142.592,
S11-12-21.4110W 104.712,
S66-48-5.0744W 51.659,
S11-18-35.7569W 34.587,
S43-7-14.2372E 134.364,
S4-57-24.0658W 93.546,
S59-37-54.4190W 143.848,
S0-46-50.2966W 58.32,
S78-6-40.8311E 98.808,
S52-54-7.9019E 170.551,
S3-35-24.6717W 384.682,
S74-31-16.9026W 126.287,
N89-22-34.4361W 458.075,
S9-22-34.4779E 386.506,
S88-40-4.0085E 80.536,
S44-57-0.1837E 142.362,
Thence N87-23-13.6480W 802.329 to the P.O. B.

Containing 39.6 Acres More or Less

PROVIDED, however, this conveyance is subject to the following conditions

and exceptions:

1. Matters that would be reflected on an accurate ALTA/ACSM Land Title Survey of the land, including all additional survey requirements;
2. Matters that are disclosed by the *Site Characterization Report, Former C&L Landfill, West Washington County Road #200, Fayetteville, Washington County, Arkansas*;

3. Applicable zoning, building and land use laws, codes and ordinances;
4. Public or private roads, highways, streets and alleys, if any;
5. Easements and restrictions of record; and
6. All oil, gas, coal and other minerals and minerals rights are reserved by the Grantor.

PROVIDED FURTHER the City of Fayetteville accepts title to the land subject to the conditions and exceptions stated herein and agrees that: (i) any park that is established on the land will be named in honor of Judge L. Maupin Cummings; and (ii) the said City will use and maintain the land in accordance with applicable laws and regulations.

TO HAVE AND TO HOLD the same unto the City of Fayetteville, Arkansas, its successors and assigns forever, with all tenements, appurtenances and hereditaments thereto belonging. And C. & L. Land Co., Inc. hereby covenants with the City of Fayetteville, Arkansas that it will forever warrant and defend the title to said lands against all claims and encumbrances done or suffered by or through it, but against none other.

IN WITNESS WHEREOF, the name of the grantor is hereunto affixed by its President and its seal affixed by its Secretary, this 12th day of October, 2005.

C. & L. Land Co., Inc.

By [Signature]
President

ATTEST:

[Signature]
Secretary

Conveyance of the land is accepted this ____ day of October, 2005.

City of Fayetteville, Arkansas

By *Jim Body*
Mayor

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps has been placed on this instrument.

City of Fayetteville, Arkansas

By: *Jim Body*
Mayor

113 W. Mountain
Grantee's Address

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF SEBASTIAN)

On this 12th day of October, 2005, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Robert E. Hornberger, being the person or persons authorized by said corporation to execute such instrument, stating his respective capacities in that behalf, to me personally well known, who stated that he was the President and Secretary of C&L Land Co., Inc., a corporation, and is duly authorized in his respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12th day of October, 2005.

Christa Marie Buning
NOTARY PUBLIC

My Commission Expires:

11-8-05



ACKNOWLEDGMENT

STATE OF ARKANSAS }
COUNTY OF Washington }

On this 15th day of October, 2005, before me, a Notary Public, duly
commissioned, qualified and acting within the State and County aforesaid, appeared in
person the within named Dan Coady to me personally well
known, who stated that he is Mayor of the City of Fayetteville, Arkansas, and as such
was duly authorized in that capacity to execute the foregoing instrument for and in the
name and behalf of said city, and further stated and acknowledged that he had so
signed, executed and delivered said foregoing instrument for the consideration, uses and
purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on the date
first mentioned above.

Dora C. Hussey
NOTARY PUBLIC

My Commission Expires:
10/22/07



City of Fayetteville Staff Review Form

D. 7
Fayetteville Youth Center, Inc.
Page 1 of 14

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

12/18/2012

City Council Meeting Date
Agenda Items Only

Connie Edmonston *CE*
Submitted By

Parks & Recreation
Division

Parks & Recreation
Department

Action Required:

An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Fayetteville Youth Center, Inc. in the amount of \$205,350 to provide public recreation services and facilities for the youth and citizens of Fayetteville for 2013.

\$205,350.00

Cost of this request

\$ 205,350.00

Category / Project Budget

Transfer to Outside Agency

Program Category / Project Name

1010.6600.5718.00

Account Number

\$ -

Funds Used to Date

Transfer to Boys and Girls Club

Program / Project Category Name

T0901 T002

Project Number

\$ 205,350.00

Remaining Balance

General Fund

Fund Name

Budgeted Item☒**Budget Adjustment Attached**

2013 Budget

Connie Edmonston
Department Director

11-28-12
Date

Previous Ordinance or Resolution # 5468

Pat Kelly
City Attorney

11-29-12
Date

Original Contract Date: Dec-12

Original Contract Number:

Paul A. Beuh
Finance and Internal Services Director

11-29-2012
Date

Received in City-23-12 P03:14 RCVD
Clerk's Office

Don Man
Chief of Staff

12-3-12
Date

Received in
Mayor's Office

David Jordan
Mayor

12/3/12
Date



Comments: Contingent upon City Council approval of the 2013 proposed budget.



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Connie Edmonston, Parks and Recreation Director

Date: November 27, 2012

Subject: An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Fayetteville Youth Center, Inc., in the amount of \$205,350 to provide public recreation services for the youth and citizens of Fayetteville for 2013.

PROPOSAL:

The 2013 budget includes a total of \$205,350 to be transferred to the Fayetteville Youth Center from the General Fund. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the Fayetteville Youth Center is providing to the City and the citizens of Fayetteville. Please note the Fayetteville Youth Center refers to the operations of the Fayetteville Boys and Girls Club throughout this contractual agreement. A waiver of competitive bids is being requested to secure the continuity of services provided and because the Fayetteville Youth Center has adequately served our citizens since it was created.

The City of Fayetteville has provided financial support for the Fayetteville Youth Center since 1967. Each year, Parks and Recreation and Youth Center Staffs evaluate operations to determine if we are meeting the needs of the citizens of Fayetteville in the most efficient possible manner. The attached "Working Agreement" helps avoid duplication or competition of programs between the two organizations. It is the intent of both agencies to work together for the common good of the citizens by not providing public funding for multiple competing program offerings. If the Youth Center was not providing recreational services for our youth as well as citizens, the City of Fayetteville would need to assume the responsibility.

The agreement for 2013 is similar to the 2012 agreement with a few changes in the programs offered. Once again the Fayetteville Boys and Girls Club building is designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens.

RECOMMENDATION:

Fayetteville Parks and Recreation Staff recommends approving the contract with Fayetteville Youth Center, Inc. to provide public recreation services for the citizens of Fayetteville and waive competitive bid for services.

BUDGET IMPACT:

The 2013 budget includes a total of \$205,350 for the transfer to the Fayetteville Youth Center. The request is contingent upon City Council approval of the 2013 proposed budget. If you have any questions regarding the Agenda Request or the Working Agreement, please call me at 444-3473, or email cedmonston@ci.fayetteville.ar.us.

Comparison of City of Fayetteville Contributions

Yvonne Richardson Community Center	City Budget	Participants	City Cost Per Participant	
Memberships = N/A	\$151,436	26,440	\$5.73	
Fayetteville Boys and Girls Club	City Budget	Participants	City Cost Per Participant	Cost Per Membership
Memberships = 6,407	\$205,350	172,087	\$1.19	\$28.40
Walker Senior Activity and WellnessCenter	City Budget	Participants	City Cost Per Participant	Cost Per Membership
Memberships = 925	\$53,350	1,766	\$30.21	\$57.68

Note: Participant and Membership numbers are from 2011 since 2012 has not been completed.

*The Sr. Center provides 17,729 meals per year which is not part of the contract with the City.

* Cost includes program participants only. It does not include open recreational activities. All participants are duplicated counts. Membership and Participation numbers provided by Agencies.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND FAYETTEVILLE YOUTH CENTER, INC. IN THE AMOUNT OF \$205,350.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR THE YOUTH AND CITIZENS OF FAYETTEVILLE FOR 2013 CONTINGENT ON THE APPROVAL OF FUNDS IN THE 2013 ANNUAL CITY BUDGET AND WORK PROGRAM

WHEREAS, providing quality recreational opportunities to the youth and citizens of our community is of mutual interest to the City of Fayetteville and Fayetteville Youth Center, Inc., and;

WHEREAS, Fayetteville Youth Center, Inc. and the City of Fayetteville have had a close working relationship for many years, and;

WHEREAS, this relationship allows for a continuity of services vital to the efficient provision of recreational opportunities, and;

WHEREAS, were it not for the services offered by Fayetteville Youth Center, Inc. the City of Fayetteville would be required to assume the duty of providing staff, programming, promotion and development for youth recreational services.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2013, contingent on the approval of funds in the 2013 Annual City Budget and Work Program. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CONTRACT

*Between The City of Fayetteville
And
Fayetteville Youth Center, Inc.*



WHEREAS, the City of Fayetteville has long been associated with and worked with the Fayetteville Youth Center, Inc. to provide public recreation to the citizens of Fayetteville; and

WHEREAS, the Fayetteville Youth Center, Inc. has long provided public recreation to the youth and citizens of Fayetteville; and

WHEREAS, it remains in the best interest of the City of Fayetteville and its citizens to provide operating revenues to the Fayetteville Youth Center, Inc. in consideration for the substantial recreational programs provided by the Fayetteville Youth Center, Inc. to the youth and citizens of Fayetteville.

NOW, THEREFORE, IT IS AGREED:

The City of Fayetteville shall provide the sum of \$17,112.50 monthly to the Fayetteville Youth Center, Inc. throughout the year of 2013 in consideration of the following duties and obligations to be performed by the Fayetteville Youth Center, Inc.:

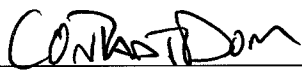
- A. The Fayetteville Youth Center, Inc. shall be jointly responsible with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the main facility of the Boys and Girls Club on Ruppel Road. The Fayetteville Youth Center, Inc. agrees to use funding from the City to pay for gymnasium supervisors and custodians at these sites.
- B. The Fayetteville Youth Center, Inc. shall make a substantial portion of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for needy youth. Although basic membership fees may be required for many Fayetteville residents, needy youth wishing to participate at the Fayetteville Youth Center, Inc. facility shall not be denied access solely because they do not have sufficient funds to pay for a regular membership. The Fayetteville Youth Center, Inc. shall report on a quarterly basis the approximate number of Fayetteville Citizens served by its programs and shall include the number of "scholarships" or free memberships provided to Fayetteville citizens.
- C. The Fayetteville Youth Center, Inc. shall provide their facility as an emergency shelter when deemed necessary by the City of Fayetteville.

- D. The Fayetteville Youth Center, Inc. shall continue to follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and The Fayetteville Youth Center, Inc. which is attached as Exhibit A, and made a part hereof.

CITY OF FAYETTEVILLE

BY: 
LIONELD JORDAN, Mayor

FAYETTEVILLE YOUTH CENTER, INC.

BY: 
CVO
Title

ATTEST:

BY: _____
Sondra E. Smith, City Clerk / Treasurer

EXHIBIT A

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE FAYETTEVILLE YOUTH CENTER, INC.

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Department (Parks and Recreation) and the Fayetteville Youth Center, Inc., d/b/a Donald W. Reynolds Boys & Girls Club (hereinafter FYC).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Director of Parks and Recreation and the Executive Director of the FYC; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, the FYC facility located on Ruppel Road has been designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens; and

WHEREAS, increased communication and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and FYC would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and FYC, the following set of detailed operating procedures and responsibilities are hereby established.

1. FYC shall be responsible for working with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the Boys and Girls Club. FYC will be responsible for the hiring, evaluating, and supervising of gymnasium supervisors and custodians at Holcomb, Asbell, and Vandergriff Gymnasiums during the basketball seasons, after school programs and summer day camp programs.

2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development for the city parks, including the following facilities which are utilized for sport programming; Lake Fayetteville Softball Complex, Gary Hampton Softball Complex, Lewis Street Soccer Complex, Walker Baseball/Soccer Complex, White River Baseball Complex, and the Wilson Park Softball Field. Parks and Recreation shall be responsible for outdoor facilities owned or leased by the City of Fayetteville, excluding the property leased to FYC pursuant to written agreements.
3. FYC shall be responsible for providing or approving the management, staffing, promotion, and development of the following programs and activities. FYC shall coordinate with the Fayetteville School System for use of their facilities. FYC shall be responsible for the majority of sports and activities held at indoor recreation facilities, including but not limited to the following:
 - Basketball
 - Baton
 - Camps
 - Cheerleading
 - Dance
 - Fishing Rodeo
 - Flag Football (Youth)
 - Golf
 - Gymnastics
 - Karate
 - Ping Pong
 - School Kids Connection
 - Swim Lessons
 - Youth Volleyball
 - Tackle Football
 - Track
 - Special Events
 - Summer / School Break Programs
 - Educational Programs
 - Arts and Crafts
 - FYC shall not compete/duplicate with those services listed in paragraph 4, unless agreed upon by the FYC Executive Director and the Parks and Recreation Director.
4. Parks and Recreation shall be responsible for providing or approving the management, staffing, promotion, and development of the following programs and activities. Parks and Recreation shall be responsible for the majority of sports and activities held at outdoor recreation facilities, including but not limited to the following:
 - Baseball
 - Kickball

- Softball
 - Flag Football (Adult)
 - Special Interest Groups
 - Sand Volleyball
 - Soccer
 - Special Events
 - Swim Lessons
 - Tennis
 - Youth Activity Camps
 - Yvonne Richardson Community Center Activities
 - i. Arts and Crafts
 - ii. Educational Programs
 - iii. Summer / School Break Programs
 - iv. Wrestling
 - v. Volleyball (Adult)
 - vi. Other Recreational Programs
5. FYC agrees not to establish a program that competes/duplicates with an established program provided by Parks and Recreation. Moreover, FYC agrees to provide Parks and Recreation with information relating to any of its programs including rosters of players and coaches, rules of the league, and similar relevant data upon request by Parks and Recreation. It is the intent of both parties to work together for the common good of the citizens of Fayetteville by not providing public funding for duplicate program offerings. It is understood that FYC and Parks and Recreation both currently provide swim lessons, aquatic programs, and summer/school break programs, and that both parties agree to work together for the common good of both parties.
6. In the event the FYC wishes to offer programs which fall in the general description of paragraph 5 above, which it does not believe competes with current Parks and Recreation program, FYC shall provide advance notice of intent to start the program to Parks and Recreation with time to determine whether it is a competing program or not. In the event that FYC offers a program that the Parks and Recreation believes is a duplicate program within the meaning of this document, Parks and Recreation Staff shall give FYC written notices of its assessment. FYC shall either cease operating such program within 30 days of such notice or shall provide a written response to Parks and Recreation that disputes whether such program is in fact a competing program. If FYC fails to cease such program or respond to the assessment from Parks and Recreation, the City may discontinue funding for FYC on the 31st day after such notice. If FYC files a dispute, the issue shall be resolved by City Council and finding of City Council shall be final and not subject to appeal. If FYC fails to cease operation of such a program within 30 days of a decision requiring such cessation by City Council, then the City may stop annual funding to FYC.
7. The FYC Executive Director and Parks and Recreation Director will work jointly in opening the FYC as an emergency shelter as deemed necessary by the Washington County Emergency Operations Center. The Club will utilize

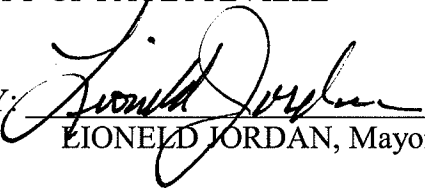
funds appropriated by the City of Fayetteville for operational costs as necessary for the emergency shelter.

8. The FYC Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
9. It is understood and agreed that the City's annual purchase of services shall be negotiated on a yearly basis.
10. The FYC Board of Directors is responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.
11. As part of the annual funding, FYC agrees to make its facilities available to residents of the City of Fayetteville for a nominal daily fee without the need to purchase a membership to the club.
12. FYC shall schedule a meeting and submit an annual financial report to the City of Fayetteville on or before July 31 of each year. Such report shall detail FYC's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated below in number 14.
13. FYC shall comply with schedules and procedures established by the Budget and Research Division of the City of Fayetteville for annual funding requests.
14. FYC shall provide transportation for the Yvonne Richardson Community Center as needed for the following activities including, but not limited to:
 - A. Throughout the Summer Fun4Kids Program provide bus transportation each day for the Owl Creek School free lunch program. This should include transportation for up to 50 children from the YRCC to Owl Creek School and back to the YRCC after lunch.
 - B. Throughout the Summer Fun4Kids Program provide bus transportation on pre-scheduled afternoons from the YRCC to FYC. Participants in the Summer Fun4Kids program will also have free admittance to the FYC facilities on pre-scheduled afternoons and transportation back to the YRCC at the conclusion of the program day.
 - C. Throughout the academic school year provide transportation on designated dates previously agreed upon by both parties as part of the YRCC after school program.
 - D. FYC will also provide transportation for YRCC patrons as deemed necessary by FYC Staff and the YRCC Director, provided that these arrangements have been done in a timely matter and are agreed upon by both parties prior to the requested date and time.
 - E. The transportation schedule outlined above is subject to change upon agreement by the Fayetteville Parks and Recreation Director and the Executive Director of the FYC.

15. Quarterly reports shall be submitted to the Parks and Recreation Director on the following dates: April 15, July 15, October 15, and January 15 (2014). These reports will detail the following performance measures:
- A. Provide a minimum of 30 open recreation hours per week at the FYC club facilities.
 - B. Provide a minimum of 10 youth instructional/educational programs.
 - C. Provide a minimum of three youth sports programs.
 - D. Provide a minimum of two free community-wide events at the FYC club facilities.
 - E. Provide marketing materials to Fayetteville school children for major sport programs.
 - F. Implement three customer service surveys for FYC programs.
 - G. Apply for 10 grants/major corporate sponsorships to provide additional funding to operate the FYC facilities and programs.
 - H. Include Parks and Recreation logo on organizational web site and acknowledge the City of Fayetteville on sponsor wall located in the FYC facilities on Ruggle Road.

The working procedures and responsibilities contained herein shall become effective January 1, 2013.

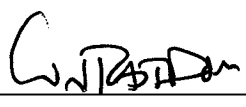
CITY OF FAYETTEVILLE

BY: 
LIONEL JORDAN, Mayor

Attest:

BY: _____
Sondra E. Smith, City Clerk / Treasurer

FAYETTEVILLE YOUTH CENTER, INC.

BY: 
CJO
Title

Attest:

BY: _____

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: D. 7 11/27/2012
P.O Number:	Fayetteville Youth Center, Inc. Expected Delivery Page: 13 of 14

Vendor #: 10485	Vendor Name: Donald W. Reynolds Boys/Girls Club	Mail Yes:___ No:___
Address: 560 North Ruppel Road	Fob Point: FYV	Taxable Yes:___ No:___
City: Fayetteville	State: AR	Quotes Attached Yes:___ No:___
Requester: Alan Bearden	Zip Code: 72704-6016	Ship to code:
	Requester's Employee #: 3664	Division Head Approval: <i>Connie Edmonston</i>
		Extension: 4306

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Contract Payment for Public Recreation	12	months	17,112.50	\$205,350.00	1010.6600.5718.00	T0901 T002		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

2013 Purchase Order CONTRACT # _____ ACH PAYMENT

Subtotal: \$205,350.00
Tax: _____
Total: \$205,350.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City of Fayetteville Staff Review Form

D. 8
Northwest Arkansas Economic
Development District
Page 1 of 10

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

12/18/2012

City Council Meeting Date
Agenda Items Only

Connie Edmonston *[Signature]*
Submitted By

Parks & Recreation
Division

Parks & Recreation
Department

Action Required:

An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350 to provide public recreation services for senior citizens of Fayetteville for 2013.

\$53,350

Cost of this request

\$

53,350.00

Category / Project Budget

Transfer to Outside Services

Program Category / Project Name

1010.6600.5718.01

Account Number

\$

-

Funds Used to Date

Transfer to Council on Aging

Program / Project Category Name

T0901 T004

Project Number

\$

53,350.00

Remaining Balance

General Fund

Fund Name

Budgeted Item☒**Budget Adjustment Attached**

2013 Budget

Connie Edmonston 11-28-12
Department Director Date

Previous Ordinance or Resolution # 5467

Original Contract Date: Dec-12

[Signature] 11-29-12
City Attorney Date

Original Contract Number:

Paul A. Beuhr 11-29-2012
Finance and Internal Services Director Date

Received in City Clerk's Office 11-23-12 P03:14 RCVD
USB

Jim Man 12-3-12
Chief of Staff Date

Received in Mayor's Office

ENTERED
11/29/12
[Signature]

[Signature] 12/3/12
Mayor Date

Comments: Contingent upon City Council approval of the 2013 proposed budget.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

Thru: Don Marr, Chief of Staff

From: Connie Edmonston, Parks and Recreation Director *C.E.*

Date: November 27, 2012

Subject: An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville and the Northwest Arkansas Economic Development District, in the amount of \$53,350 to provide public recreation services for the citizens of Fayetteville for 2013.

PROPOSAL:

The City of Fayetteville began providing financial support for the Council on Aging, Inc. in 1972 for recreation services to senior citizens at the Hillcrest Towers and the Fayetteville Senior Center. This was the beginning of a very successful agreement that continued until the NWAEDD assumed the responsibilities of the Council on Aging in 2005.

The NWAEDD provides recreational programs, meeting the needs of our senior citizen residents at Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Tower. It is the intent of NWAEDD and the Parks and Recreation Department to work in cooperation to enhance the recreation facilities and programs in our City, while not duplicating services in an effort to spend taxpayers' money as effectively as possible. If the NWAEDD were not serving our senior citizen population, the City would need to assume responsibility.

The 2013 budget includes a total of \$53,350 to be transferred to the NWAEDD from the General Fund. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the NWAEDD is providing to the City and the citizens of Fayetteville. We are requesting a waiver of competitive bids to secure the continuity of services provided and because NWAEDD has adequately served our citizens for the past four years. The agreement for 2013 is similar to the 2012 agreement. Once again the Walker Park's Senior Activity and Wellness Center's building is designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens.

RECOMMENDATION:

Fayetteville Parks and Recreation Staff recommends approving the contract with Northwest Arkansas Economic Development District (NWAEDD) to provide public recreation services for the citizens of Fayetteville and waive competitive bid for services.

BUDGET IMPACT:

The 2013 budget includes a total of \$53,350 for the transfer to the NWAEDD, which is the same as this year. This request is contingent upon City Council approval of the 2013 proposed budget. If you have any questions regarding the Agenda Request or the Working Agreement, please call me at 444-3473, or email cedmonston@ci.fayetteville.ar.us.

Comparison of City of Fayetteville Contributions

Yvonne Richardson Community Center	City Budget	Participants	City Cost Per Participant	
Memberships = N/A	\$151,436	26,440	\$5.73	
Fayetteville Boys and Girls Club	City Budget	Participants	City Cost Per Participant	Cost Per Membership
Memberships = 6,407	\$205,350	172,087	\$1.19	\$28.40
Walker Senior Activity and WellnessCenter	City Budget	Participants	City Cost Per Participant	Cost Per Membership
Memberships = 925	\$53,350	1,766	\$30.21	\$57.68

Note: Participant and Membership numbers are from 2011 since 2012 has not been completed.

*The Sr. Center provides 17,729 meals per year which is not part of the contract with the City.

* Cost includes program participants only. It does not include open recreational activities. All participants are duplicated counts. Membership and Participation numbers provided by Agencies.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT IN THE AMOUNT OF \$53,350.00 TO PROVIDE PUBLIC RECREATION SERVICES FOR THE SENIOR CITIZENS OF FAYETTEVILLE FOR 2013, CONTINGENT ON THE APPROVAL OF FUNDS IN THE 2013 ANNUAL CITY BUDGET AND WORK PROGRAM

WHEREAS, providing quality recreational opportunities to the senior citizens of our community is of mutual interest to the City of Fayetteville and the Northwest Arkansas Economic Development District, and;

WHEREAS, the Northwest Arkansas Economic Development District is uniquely qualified to provide the continuity of services vital to the efficient provision of recreational opportunities to the senior citizens of Fayetteville, and;

WHEREAS, were it not for the services offered by the Northwest Arkansas Economic Development District, the City of Fayetteville would be required to assume the duty of providing staff, programming, promotion, and development for senior citizen recreational services.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2013, contingent on the approval of funds in the 2013 Annual City Budget and Work Program. A copy of said contract marked Exhibit "A" is attached hereto and made a part hereof.

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

CONTRACT

*Between The City of Fayetteville and the
Northwest Arkansas Economic Development District (NWAEDD)*

WHEREAS, the Northwest Arkansas Economic Development District (NWAEDD) is uniquely qualified to provide the full range of public recreation opportunities to the senior citizens of Fayetteville; and,

WHEREAS, it is in the best interest of the City of Fayetteville and its citizens to provide operating revenues to the NWAEDD in consideration for the substantial recreational programs provided by the NWAEDD to the senior citizens of Fayetteville.

NOW, THEREFORE, IT IS AGREED:

The City of Fayetteville shall provide the sum of \$4,445.83 monthly to the NWAEDD throughout the year of 2013 in consideration of the following duties and obligations to be preformed by the NWAEDD:

- A. The NWAEDD shall be responsible for providing staff, programming, promotion, and development for Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Towers Community Center. NWAEDD agrees to use funding from the City to pay for recreational programs designed specifically for senior citizens.
- B. NWAEDD shall make substantial portions of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for the needy senior citizens. NWAEDD shall report on a quarterly basis the approximate number of Fayetteville citizens served by its programs.
- C. NWAEDD shall provide Walker Park's Fayetteville Senior Activity and Wellness Center as an emergency shelter when deemed necessary by the City of Fayetteville.
- D. The NWAEDD shall follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks and Recreation Division and the NWAEDD which is attached as Exhibit A, and is made a part hereof, as if set forth word for word in its entirety.

CITY OF FAYETTEVILLE

BY: _____

LIONELD JORDAN, Mayor

NORTHWEST ARKANSAS ECONOMIC
DEVELOPMENT DISTRICT

BY: _____

J. MICHAEL NORTON

Executive Director

Title

ATTEST:

BY: _____

Sondra E. Smith, City Clerk / Treasurer



EXHIBIT A

RECREATION IN FAYETTEVILLE

WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Department (Parks and Recreation) and the Northwest Arkansas Economic Development District (hereinafter referred to as NWAEDD).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Parks and Recreation Director and the Executive Director of the NWAEDD; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, Walker Park's Fayetteville Senior Activity and Wellness Center has been designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens; and

WHEREAS, increased communications and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and NWAEDD would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, in order to define and improve the current working relationship between Parks and Recreation and NWAEDD, the following set of detailed operating procedures and responsibilities are hereby established.

1. NWAEDD shall be responsible for providing staffing, programming and promotion, and development of recreational programs for senior citizens including but not limited to, recreational trips, arts and crafts, music and games.
2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development of the parks system within the city and the recreational events occurring within the city for all ages.

3. The NWAEDD Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
4. It is understood and agreed that the City's annual purchase of services will be negotiated on a yearly basis.
5. The NWAEDD Board of Directors is responsible for the management and operation of annual funding allocation to NWAEDD from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.
6. ~~The WAEDD Executive~~ Fayetteville Senior Activity and Wellness Center Director and Parks and Recreation Director will work jointly in opening Walker Park's Fayetteville Senior Activity and Wellness Center as an emergency shelter as deemed necessary by the City of Fayetteville. NWAEDD will utilize funds appropriated by the City of Fayetteville for operational costs as necessary for the emergency shelter.
7. NWAEDD shall schedule a meeting and submit an annual financial report to the Parks and Recreation Director no more than thirty (30) days after the end of the NWAEDD fiscal year, which ends on June 30, 2013. Such report shall detail NWAEDD's use of the City of Fayetteville's funding allocation and accomplishment of performance measures as stated below in number 9.
8. NWAEDD shall comply with the schedules and procedures established by the Budget & Research Division of the City of Fayetteville for annual funding requests.
9. Quarterly reports shall be submitted to the Parks and Recreation Director on, or before, the following dates: April 15, July 15, October 15, and January 15 (2014). These reports shall detail the following performance measures:
 - A. Operation of a full service senior center at Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Towers locations to include socialization (recreation) by hosting daily social activities such as bingo, table games, exercise classes, and wellness programs. During the course of the year, an estimated ~~540~~ 700 elderly citizens will participate at the two locations.
 - B. Recreation opportunities at both locations will continue to provide such wellness recreational activities as Tai Chi, ~~F~~ and formal exercise classes and Use It or Lose It classes will be provided on a weekly basis. ~~L.I.F.T Classes and Use it or Lose it classes~~ will be provided on a bi-weekly basis. Dances and music activities will be provided ~~monthly~~ weekly at the Walker Park location.
 - C. Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Tower locations will seek partnerships with outside

organizations or community groups to assist in a variety of recreation programs and wellness classes.

Transportation will be provided at both the Walker Park's Fayetteville Senior Activity and Wellness Center and Hillcrest Towers for recreational trips and special interest trips, as well as transporting seniors for necessary appointments as scheduled through the Fayetteville Senior Activity and Wellness Center.

E. NWAEDD shall acknowledge the City of Fayetteville's contribution on general marketing flyers, brochures and other general marketing materials.

10. The working procedures and responsibilities contained herein shall become effective January 1, 2013.

CITY OF FAYETTEVILLE

BY:


LIONELD JORDAN, Mayor

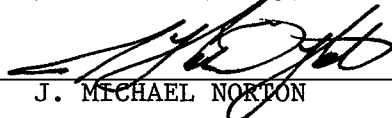
Attest:

BY:

Sondra E. Smith, City Clerk / Treasurer

NORTHWEST ARKANSAS ECONOMIC
DEVELOPMENT DISTRICT

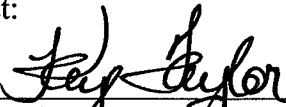
BY:


J. MICHAEL NORTON

Title Executive Director

Attest:

BY:


Director Senior Services

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: D. 8
P.O Number:	11/27/2012 Northwest Arkansas Economic Development District Expected Delivery Date: Page 10 of 10

Vendor #: 19400	Vendor Name: NWA Economic Development District	Mail Yes:___ No:___
Address: 818 Hwy 62 - 65 - 412 North	PO Box 190	Taxable Yes:___ No:___
City: Harrison	State: AR	Quotes Attached Yes:___ No:___
Requester: Alan Bearden	Zip Code: 727602-0190	Ship to code:
	Requester's Employee #: 3664	Division Head Approval: <i>Connie Edmonston</i>
		Extension: 3406

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Contract Payment for Public Recreation	12	months	4,445.83	\$53,350.00	1010.6600.5718.01	T0901 T004		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

2013 Purchase Order CONTRACT # _____ ACH PAYMENT

Subtotal: **\$53,350.00**
Tax: _____
Total: **\$53,350.00**

Approvals:

Mayor: _____

Department Director:

Connie Edmonston

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

AGENDA REQUEST

FOR: COUNCIL MEETING OF DECEMBER 18, 2012

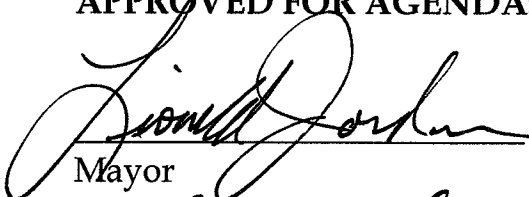
FROM:

MAYOR LIONELD JORDAN and COUNCIL MEMBERS SARAH LEWIS, BRENDA BOUDREAUX and BOBBY FERRELL

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

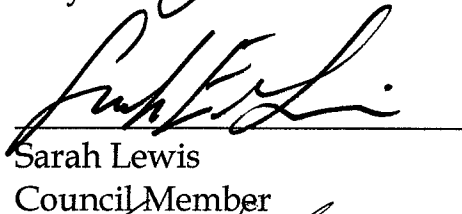
An Ordinance Amending **Section 31.16 Aldermen, Compensation** Of The Code Of Fayetteville To Alter The Monthly Compensation Received By Members Of The City Council

APPROVED FOR AGENDA:



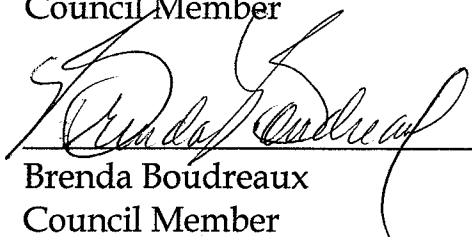
Mayor

11/30/12
Date



Sarah Lewis
Council Member

11/30/12
Date



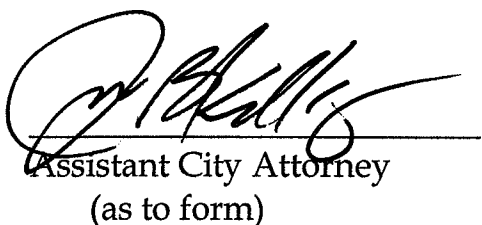
Brenda Boudreaux
Council Member

12/4/12
Date



Bobby Ferrell
Council Member

11.30.12
Date



Assistant City Attorney
(as to form)

11-30-12
Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 31.16 ALDERMEN, COMPENSATION OF THE CODE OF FAYETTEVILLE TO ALTER THE MONTHLY COMPENSATION RECEIVED BY MEMBERS OF THE CITY COUNCIL

WHEREAS, compensation for members of the City Council has remained unchanged at \$700.00 per month since 1999; and

WHEREAS, from 1999 to the present year the average annualized growth rate for compensation of the Mayor has been 3.11% per year; and

WHEREAS, compensation for members of the City Council should be increased to a level which tracks the average annualized growth rate of mayoral compensation from 1999 to the present year with said amount continuing to track the percentage increase for mayoral compensation going forward; and

WHEREAS, if compensation for members of the City Council had increased at an annualized growth rate of 3.11% from 1999 to the present, the rate of current compensation would be \$1,042.00 per month;

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 **Section 31.16 Aldermen, Compensation** of the Code of Fayetteville so that, after amendment, the Section shall read as follows:

“31.16 Aldermen, Compensation

- (A) Compensation for each alderman shall be in the amount of \$1,042.00 per month without regular city benefits.
- (B) The amount in subsection (A) shall be automatically changed annually in a percentage amount equal to the percentage change, if any, in the compensation of the Mayor. This automatic change may be waived by the City Council upon adoption of an appropriate Resolution.”

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ALDERMAN COMPENSATION

2013 Projection

CURRENT MONTHLY PAY \$ 700
PROJECTED MONTHLY PAY \$ 1,042
BUDGET IMPACT (W/BENEFITS) \$ 35,344

YEAR	MAYOR		HOURLY PAYRATE	PAYRATE % CHANGE	PAYRATE % CHANGE CUMULATIVE	*MONTHLY PAYRATE ALDERMAN
1999	Hanna	\$	34.565			\$ 700.00
2000	Hanna	\$	35.041	1.38%	1.38%	\$ 710.00
2001	Coody	\$	35.597	1.59%	2.99%	\$ 721.00
2002	Coody	\$	36.074	1.34%	4.37%	\$ 731.00
2003	Coody	\$	38.279	6.11%	10.74%	\$ 775.00
2004	Coody	\$	40.054	4.64%	15.88%	\$ 811.00
2005	Coody	\$	44.825	11.91%	29.68%	\$ 908.00
2006	Coody	\$	46.035	2.70%	33.18%	\$ 932.00
2007	Coody	\$	50.344	9.36%	45.65%	\$ 1,020.00
2008	Coody	\$	51.461	2.22%	48.88%	\$ 1,042.00
2009	Jordan	\$	51.461	0.00%	48.88%	\$ 1,042.00
2010	Jordan	\$	51.461	0.00%	48.88%	\$ 1,042.00
2011	Jordan	\$	51.461	0.00%	48.88%	\$ 1,042.00
2012	Jordan	\$	51.461	0.00%	48.88%	\$ 1,042.00
ANNUAL GROWTH RATE			3.11%			3.11%

	A	B	C	D	G	H	I	J	K	L	M	N
1	CITY PROFILE OF NORTHWEST ARKANSAS -- March 2012											
2	Elected Official's Pay											
	County	City	Population	Admin PW	City Council Regular Meetings Per Month	Alderman Pay/Month	Mayor Pay/Month	Rec./ Clerk Pay/Month	Treasurer Pay/Month	% Paid Insurance for Employees (Individual)	Retirement	Notes
3												
4	Benton	Avoca	488	621-5921		\$65	\$350					
5	Benton	Bella Vista	26,461	876-1255	1	\$420	\$5,500	\$300		86%	457 plan city pays 5%	use ARML Insurance, use hired bookkeeper
6	Benton	Bentonville	35,301	271-3112	2	\$486	\$8,915	\$691		85%	APERS 13.47%	use Blue Cross Insurance
7	Benton	Bethel Heights	2,372	751-7481	1	\$150	\$3,500		\$150	100%	APERS 13.47%	use United Health Care Insurance, use hired bookkeeper
8	Benton	Cave Springs	1,729	248-1040 X7	1	\$70	\$3,600	\$542		100%	APERS 13.47%	Pay \$13,500 for accounting done by Treasurer
9	Benton	Centerton	9,515	795-2750, 795-0222	1	\$125	\$4,083	\$225		100%	457 plan city pays 6%	use ARML Insurance, use hired bookkeeper
10	Benton	Decatur	1,699	752-3912	1	\$100	\$1,000	\$250		100%	457 plan city pays 4%	use ARML Insurance, use hired bookkeeper
11	Benton	Elm Springs, BC	38	248-7323	1	\$100	\$1,250	\$100		100%	APERS 13.47%	Treasurer is a bookkeeper. Health Insurance by United Health
12	Benton	Garfield	502	359-3652		\$110	\$1,295					
13	Benton	Gateway	405	656-3944		\$100	\$1,200					
14	Benton	Gentry	3,158	736-2555	1	\$210	\$3,527		\$4,276	100%	APERS 13.47%	Clerk Includes financial and accounting duties, use ARML Insurance
15	Benton	Gravette	2,325	787-5757	2	\$150	\$1,250	\$500		100%	APERS 13.47%	use paid accountant
16	Benton	Highfill	583	736-5711		\$50	\$1,167					
17	Benton	Little Flock	2,585	636-2081	1	\$100	\$1,560	\$492		100%	457 plan city pays 3%	use paid accountant
18	Benton	Lowell	7,327	770-2185	1	\$250	\$5,480	\$400		100%	APERS 13.47%	council meets once /month, Clerk paid \$250 per cc meet and \$100 per PC meet. CC meets once and Pc meets twice each month
19	Benton	Pea Ridge	4,794	451-1122	1	\$125	\$3,750	\$125		100%	Penn Mutual fund manager for qualified retirement city starts @ 4% and escalates up to 10% of employee pay based on tenure	City of first class, paid accountant
20	Benton	Rogers	55,964	621-1117	2	\$715	\$9,785	\$5,233		89%	APERS 13.47%	City of first class, paid accountant
21	Benton	Siloam Springs	15,039	524-5136	2	\$440	\$833					
22	Benton	Springdale BC	6,054	750-8114	2	\$850	\$8,250	\$5,948		70%	457 plan city pays 6%	City of first class, paid accountant
23	Benton	Springtown	87									
24	Benton	Sulphur Springs	511	298-3218	1	\$0	\$0	\$0		None	None	
25		Benton Co. Total	221,339	271-1000								
26	Washington	Elkins	2,648	643-3400	1	\$100	\$1,000	\$208		100%	457 plan city pays 3%	
27	Washington	Elm Springs, WC	1,497	248-7323	1	\$100	\$1,250	\$100		100%	APERS 13.47%	Treasurer is a bookkeeper. Health Insurance by United Health
28	Washington	Farmington	5,974	267-3865	1	\$150	\$1,800	\$600		100%	APERS 13.47%	City of first class, paid accountant
29	Washington	Fayetteville	73,580	575-8323	2	\$700	\$8,920	\$5,230		93%	457 plan city pays 12%	City of first class, paid accountant
30	Washington	Goshen	1,071	442-9128	1	\$0	\$0	\$1,000		100%	APERS 13.47%	City of second class, paid accountant, use Blue Cross
31	Washington	Greenland	1,259	521-5760	1	\$50	\$869			100%	APERS 13.47%	ARML Insurance, clerk also does accounting
32	Washington	Johnson	3,354	521-7291	1	\$100	\$4,341		\$2,894	100%	None	ARML Insurance, clerk also does accounting
33	Washington	Lincoln	2,249	824-3321	1	\$100	\$500	\$150		95%	APERS 13.47%	City of first class, paid accountant
34	Washington	Prairie Grove	4,380	846-2961	1	\$30	\$2,500	\$80		100%	APERS 13.47%	City of first class, paid accountant @ \$1300 per month (Dan Pryor)
35	Washington	Springdale, WC	63,743	750-8114	2	\$850	\$8,250	\$5,948		70%	457 plan city pays 6%	City of first class, paid accountant
36	Washington	Tontitown	2,460	361-2700	2	\$400	\$1,000	\$1,100		none	None	
37	Washington	West Fork	2,317	839-2342	1	\$0	\$583	\$200	\$1,750	100%	APERS 13.47%	Use United Health on Insurance
38	Washington	Winslow	391	634-3901		\$40	\$650					
39		Washington Co. Total	203,065	444-1700								
40		Average Benton Co City			1.3	\$231	\$3,315			95%		
41		Average Benton Co City less big 4			1.1	\$122	\$2,358	\$309		100%		
42		Average Washington Co City			1.3	\$202	\$4,436			96%		
43		Average Washington Co City less big 2			1.1	\$97	\$1,318	\$430		99%		
44		2 County City Average less big 6			1.1	\$110	\$1,838					
45												
46	\$20,914	Would be freed up, if Tontitown aldermen were paid 2 county average per month vs \$400 currently paid										
47	\$21,796	Would be freed up, if Tontitown aldermen were paid Washington Co Average vs \$400 currently paid										
48	\$13,800	Would be freed up, if Tontitown R/T were paid 2 county average per month vs \$1150 currently paid										
49	\$8,643	Would be freed up, if Tontitown R/T were paid Washington county average per month vs \$1150 currently paid										

Agenda Session 12-11-12

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
December 18, 2012**

A meeting of the Fayetteville City Council will be held on December 18, 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:

- 1. FHS State Championships in Football and Volleyball

City Council Meeting Presentations, Reports and Discussion Items:

- 1. Illinois River Watershed Partnership Presentation – Dr. Delia Haak, Executive Director
- 2. Historic District Commission Appointment:
Appointed by the Mayor and approved by the City Council.
- 3. Nominating Committee Report
- 4. Public Facilities Board Appointments and Term End Date Approval
- 5. Approval of Aldermen City Council Committees

Agenda Additions:

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

A. Consent:

1. ✓ **Approval of the December 4, 2012 City Council meeting minutes.**
2. ✓ **Bid #12-76 Peterbilt of Fort Smith:** A resolution awarding Bid #12-76 and authorizing a contract with Peterbilt of Fort Smith in the amount of \$499,366.00 for the purchase of two (2) front load refuse trucks for use by the Solid Waste Division, and approving a budget adjustment.
3. ✓ **Bid #12-77 Terex Equipment Services:** A resolution awarding Bid #12-77 and authorizing a contract with Terex Equipment Services in the amount of \$83,284.00 for the purchase of two (2) heavy duty 4X4 pickup trucks for use by the Fire Department.
4. ✓ **Nature Trail Naming at Lake Fayetteville Environmental Study Center:** A resolution approving the names of Lakeside Trail, Hilltop Trail, Old Field Trail and Wagon Wheel cutoff for trails within the Lake Fayetteville Environmental Study Center area.
5. ✓ **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of \$133,320.00 representing federal and state law enforcement forfeiture revenue received during the third and fourth quarters of 2012 and establishing a corresponding expense budget.
6. ✓ **Fayetteville Police Department Donation Revenue:** A resolution approving a budget adjustment in the amount of \$1,600.00 representing donation revenue to the Fayetteville Police Department during the third and fourth quarters of 2012 in support of general recognition and officer service awards.
7. ✓ **Community Services Division Donation Revenue:** A resolution approving a budget adjustment in the total amount of \$1,968.00 representing citizen donation revenue for the Ranger's Pantry Pet Food Bank and donation revenue from the Fraternal Order of Police for the Senior Giving Tree event.
8. ✓ **Community Development Block Grant Housing Program:** A resolution approving a budget adjustment in the amount of \$2,218.00 representing a Community Development Block Grant Housing Program lien payoff.
9. ✓ **Rule D. 4 Reconsideration:** A resolution to amend D. Procedures and Parliamentary Rules Subsection 4. Reconsideration of the City Council Rules of Order and Procedure to clarify that only a council member who voted on the prevailing side can move to reconsider a motion.
10. ✓ **Post-Issuance Tax Compliance Procedures:** A resolution to authorize and adopt Post-Issuance Tax Compliance Procedures to be followed in connection with each issue of tax-exempt bonds by the City.

B. Unfinished Business: None

C. Public Hearing:

- New Resolution*
1. **Raze and Removal 320 W. North Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Mission Properties, LLC located at 320 W. North Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

D. New Business:

- Consent*
1. **Beaver Water District Agreement:** A resolution approving an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.
 2. **RZN 12-4250 Rezone (Parks and Recreation):** An ordinance rezoning the properties described in rezoning petition RZN 12-4250, for fourteen City of Fayetteville Parks and Trail Corridors on approximately 110.91 acres, located throughout the City from multiple zoning districts to P-1, Institutional.
 3. **RZN 12-4253 (1932 and 2052 S. Garland Ave./Lifesource):** An ordinance rezoning that property described in rezoning petition RZN 12-4253, for approximately 3.64 acres, located at 1932 and 2052 South Garland Avenue from RSF-4, Residential Single-Family, 4 units per acre and I-1, Heavy Commercial and Light Industrial, to P-1, Institutional.
 4. **Smith Two-Way Radio, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with Smith Two-Way Radio, Inc. in the total amount of \$29,475.65 to configure and program existing radio equipment for implementation of a conventional back-up radio system.
 5. **Motorola Solutions, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a two-year contract with Motorola Solutions, Inc. in the total amount of \$73,974.00 plus applicable taxes for radio maintenance to the City's Motorola simulcast radio system.
 6. **C & L Landfill Site:** A resolution to place deed restrictions in the title to city property that was the C & L Landfill site to comply with the Arkansas Department of Environmental Quality landfill closure regulations.
 7. **Fayetteville Youth Center, Inc.:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$205,350.00 to provide public recreation services for the youth and citizens of Fayetteville for 2013 contingent on the approval of funds in the 2013 Annual City Budget and Work Program.
 8. **Northwest Arkansas Economic Development District:** An ordinance waiving the requirements of formal competitive bidding and approving a contract between the City of Fayetteville, Arkansas and the Northwest Arkansas Economic Development District in the amount of \$53,350.00 to provide public recreation services for the senior citizens of Fayetteville for 2013, contingent on the approval of funds in the 2013 Annual City Budget and Work program.

9. **Amend Section 31.16 Aldermen Compensation:** An ordinance amending Section 31.16 Aldermen Compensation of the Code of Fayetteville to alter the monthly compensation received by members of the City Council.

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

Adjournment:

Add:

New Business

NB 9 Granicus, Inc. Contract Popular Agenda

NB 10 Parking Deck Project Fund

NB 11 Garver, LLC. - Dickson Street Entertainment District
Parking Deck.

NB 12 - Amend 31.17 Mayor's Compensation of the Fayetteville
Code.

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

Old business and new business.

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

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

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

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

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

Pre Agenda Meeting 12/5/12

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

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Ward 1 Position 2 – Brenda Boudreaux
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#1 ② **Beaver Water District Agreement:** A resolution approving an agreement with Beaver Water District related to protection of and nutrient reduction in the Beaver Lake Watershed.

3. **Garver, LLC:** *This is a placeholder item. Additional information will follow.*

4. **Bid #12-76 Peterbilt of Fort Smith:**

✓ 5. **Bid #12-77 Terex Equipment Services:** A resolution awarding Bid #12-77 and authorizing a contract with Terex Equipment Services in the amount of \$83,284.00 for the purchase of two (2) heavy duty 4X4 pickup trucks for use by the Fire Department.

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- ✓ 9. **Rule D. 4 Reconsideration:** A resolution to amend D. Procedures and Parliamentary Rules Subsection 4. Reconsideration of the City Council Rules of Order and Procedure to clarify that only a council member who voted on the prevailing side can move to reconsider a motion.

✓ 10. **Post Issuance Compliance Policies and Procedures to Bond Issues:**

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

Adjournment:

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

Old business and new business.

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

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

Courtesy and respect. All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public

who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

Sondra Smith - Re: Fwd: Thank you presentation from IRWP at Council mtg?

From: Lioneld Jordan
To: Smith, Sondra
Date: 12/3/2012 9:31 AM
Subject: Re: Fwd: Thank you presentation from IRWP at Council mtg?

I have confirmed this date with Delia so I can now confirm it for you.
Thanks for your help.
Lana

Mayor Lioneld Jordan
113 W. Mountain St.
Fayetteville, AR 72701
479-575-8331
TDD (Telecommunications Device for the Deaf) 479-521-1316

>>> Sondra Smith 11/30/2012 4:18 PM >>>
Hi Lana

We can add this to the December 18, 2012 City Council meeting. I will add it and then you can confirm if this date is okay.

Sondra E. Smith CAMC, CMC
City Clerk Treasurer
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
(479) 575-8323
ssmith@ci.fayetteville.ar.us

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



>>> Lioneld Jordan 11/30/2012 7:24 AM >>>

The mayor has okayed this presentation by the Illinois River Watershed Project. When would be the best meeting to put it on?
Lana

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