Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra E. Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
March 04, 2014

A meeting of the Fayetteville City Council will be held on March 04, 2014 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 4th Quarter 2013**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the February 18, 2014 City Council meeting minutes. **APPROVED**

2. **Bid #13-57 Center Point Contractors, Inc.:** A resolution to award Bid #13-57 and to authorize a contract with Center Point Contractors, Inc. for the replacement of six (6) rolling service doors in the amount of $64,500.00 at the Noland Wastewater Treatment Plant and the Biosolids Management Site.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 44-14

3. **Federal Aviation Administration Lease Agreement:** A resolution to approve a ten (10) year lease agreement for $31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 45-14

4. **Hazmat Services Revenue:** A resolution to approve a budget adjustment recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 46-14

5. **Bid #14-14 Tennant Sales and Service:** A resolution to award Bid #14-14 to Tennant Sales and Service of Minneapolis, Minnesota for the purchase of one Tennant S30 Sweeper in the amount of $44,291.00 for use by the Recycling and Trash Collection Division.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 47-14

6. **Bid #14-15 Terex Sales and Service:** A resolution to award Bid #14-15 and authorize the purchase of one (1) 2015 Ford F550 Super Duty Pickup Truck with Reading Body and Auto Crane from Terex Utilities of North Little Rock in the amount of $77,777.00 for use by the Noland Wastewater Treatment Plant.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 48-14

7. **Professional Turf Products:** A resolution to authorize the purchase of two (2) Toro Groundsmaster 400D Multi-Deck Mowers from Professional Turf Products of Lenexa, Kansas for the Parks Division in the amount of $112,088.66 plus any tax pursuant to the National IPA Contract #120535, and to approve a budget adjustment to move funds to the fleet expense account.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 49-14

8. **Countryside Farm and Lawn:** A resolution to authorize the purchase of two (2) John Deere Mower-Conditioners from Countryside Farm and Lawn of Springdale, Arkansas for the Noland Wastewater Treatment Plant in the amount of $48,572.00 plus any applicable tax pursuant to an NJPA cooperative purchasing agreement.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 50-14

9. **Scott Equipment:** A resolution authorizing the purchase of a Gradall XL4100 IV excavator truck from Scott Equipment of Springdale, Arkansas for the Transportation Division in the amount of $354,893.00 pursuant to an NJPA cooperative purchasing agreement.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 51-14

10. **Crafton Tull & Associates:** A resolution to approve a contract with Crafton Tull & Associates in an amount not to exceed $83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 52-14

B. Unfinished Business:

1. **ADM 13-4331 Amend Chapters 151, 162, 163 and 164:** An ordinance to amend §164.10 Garage and/or Agricultural and Produce Sales; §161.10 (X) Unit 24 Home Occupation; §163.08 Home Occupations and §164.04 Urban Agriculture (fowl, bees, and goats) of the Unified Development Code. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

   LEFT ON THE 3RD READING AND TABLED TO THE MARCH 18, 2014 CITY COUNCIL MEETING

2. **Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals:** An ordinance to Amend §92.01 **Definitions,** §92.23 **Impoundment** and §92.24 **Redemption of Animals** of the Fayetteville Code to authorize the Animal Shelter to accept livestock and set the redemption fee for their release. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

   LEFT ON THE 2ND READING

C. Public Hearing:

1. **Piggy Back, LLC:** A resolution to grant a certificate of public convenience and necessity to Piggy Back, LLC for the operation of four (4) taxicabs in the City of Fayetteville.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 53-14

D. New Business:

1. **2014 Overlay/Sidewalk Projects:** A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2014.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 54-14

2. **Partners For Better Housing Workforce Housing:** A resolution to express the City Council's intent to sell a strip of land east of the new parking deck along School Avenue to Partners for Better Housing to screen the deck and provide workforce housing.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 55-14

3. **2014 Employee Compensation Adjustment:** A resolution to approve a budget adjustment in the amount of $1,216,000.00 to fund the city-wide 2014 Employee Compensation Adjustment.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 56-14

4. **Water and Sewer System Refunding Revenue Bonds, Series 2014:** An ordinance authorizing the issuance and sale of not to exceed $7,500,000 of Water and Sewer System Refunding Revenue Bonds, Series 2014, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Revenue Bonds, Series 2009; authorizing the execution and delivery of a Fourth Supplemental Trust Indenture pursuant to which the Series 2014 Bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the Series 2014 Bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2014 bonds; authorizing the execution and delivery of an Escrow Deposit Agreement providing for the redemption of the Series 2009 Bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5665

5. **McGoodwin, Williams and Yates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement with McGoodwin, Williams and Yates, Inc. for design services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 57-14

E. City Council Agenda Session Presentations:

1. **Urban Forestry Advisory Board Annual Report –** Don Steinkraus, UFAB Chair

2. **Economic Development Quarterly Report** – Chung Tan, Director of Economic Development

F. City Council Tour:

G. Announcements:

Adjournment: 8:50 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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

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 aids in a City Council meeting as part of their presentation.
> >
> > **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
>
> **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

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

City Council Meeting: **March 4, 2014** **Adjourn:** 8:50 pm

Subject:	**Roll**				
Alderman Long Was absent	**Adams**	✓			
	Long	Absent			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Mayor Jordan	✓			

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Mayor Jordan				

City Council Meeting: **March 4, 2014**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Petty			
Minutes Approved	**Adams**	✓			
	Long	Absent			
	Gray	✓			
	Marsh	✓			
Passed	**Kinion**	✓			
	Petty	✓			
44-14	**Tennant**	✓			
thru	**Schoppmeyer**	✓			
52-14	**Mayor Jordan**				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Mayor Jordan				

City Council Meeting: **March 4, 2014**

Subject:	**ADM 13-4331 Amend Chapters 151, 162, 163 and 164**				
Motion To:		2nd Read	3rd Read	Table to 3-18-14	
Motion By:		Adams	Petty	Gray	
Seconded:		Petty	Adams	Schoppmeyer	
B. 1 Unfinished Business Left on Third Reading Tabled to March 18, 2014	**Adams**	✓	✓	N	
	Long	Absent	Absent	Absent	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	N	
	Tennant	✓	N	✓	
	Schoppmeyer	✓	N	✓	
	Mayor Jordan		yes		
		7-0	6-0	5-2	

Subject:	**Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals**				
Motion To:		2nd Read			
Motion By:		Tennant			
Seconded:		Gray			
B. 2 Unfinished Business Left on the Second Reading	**Adams**	✓			
	Long	Absent			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Mayor Jordan				
		7-0			

City Council Meeting: **March 4, 2014**

Subject:	**Piggy Back, LLC**				
Motion To:		Amended to State up to 10 cells	Pass		
Motion By:		Kinion	Petty		
Seconded:		Marsh	Gray		
C. 1 Public Hearing	**Adams**	✓	✓		
	Long	Absent	Absent		
	Gray	✓	✓		
	Marsh	✓	✓		
Passed	**Kinion**	✓	✓		
	Petty	✓	✓		
	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
53-14	**Mayor Jordan**				
		7-0	7-0		

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Mayor Jordan				

City Council Meeting: **March 4, 2014**

Subject:	**2014 Overlay/Sidewalk Projects**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Gray			
D. 1	**Adams**	✓			
New	**Long**	Absent			
Business	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
Passed	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
54-14	**Mayor Jordan**				

7-0

Subject:	**Partners For Better Housing Workforce Housing**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Marsh			
D. 2	**Adams**	✓			
New	**Long**	Absent			
Business	**Gray**	✓			
	Marsh	✓			
Passed	**Kinion**	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
55-14	**Mayor Jordan**				

7-0

City Council Meeting: **March 4, 2014**

Subject:	**2014 Employee Compensation Adjustment**				
Motion To:				Pass	Amend to Include City Council.
Motion By:	**2014 Employee Compensation Adjustment**			Gray	Marsh
Seconded:				Kinion	—
D. 3	**Adams**			✓	Died
New	**Long**			absent	for
Business	**Gray**			✓	lack
	Marsh			✓	of
	Kinion			✓	a
passed	**Petty**			✓	second
	Tennant			✓	
	Schoppmeyer			✓	
5614	**Mayor Jordan**				
				7-0	

Subject:	**Water and Sewer System Refunding Revenue Bonds, Series 2014**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Petty	Gray		
Seconded:		Tennant	Marsh		
D. 4	**Adams**	✓	✓	✓	
New	**Long**	absent	absent	absent	
Business	**Gray**	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	Recused	Recuse	Recuse	
passed	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
5665	**Mayor Jordan**				
		6-0	6-0	6-0	

City Council Meeting: **March 4, 2014**

Subject:	**McGoodwin, Williams and Yates, Inc. Amendment No. 1**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Adams			
D. 5	**Adams**	✓			
New	**Long**	Absent			
Business	**Gray**	✓			
	Marsh	✓			
	Kinion	✓			
Passed	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
5714	**Mayor Jordan**				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	Mayor Jordan				

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith,** City Clerk

FROM: **Kit Williams,** City Attorney

DATE: **March 5, 2014**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of March 4, 2014**

1. **Bid #13-57 Center Point Contractors, Inc.:** A resolution to award Bid #13-57 and to authorize a contract with Center Point Contractors, Inc. for the replacement of six (6) rolling service doors in the amount of $64,500.00 at the Noland Wastewater Treatment Plant and the Biosolids Management Site.

2. **Federal Aviation Administration Lease Agreement:** A resolution to approve a ten (10) year lease agreement for $31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team.

3. **Hazmat Services Revenue:** A resolution to approve a budget adjustment recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

4. **Bid #14-14 Tennant Sales and Service:** A resolution to award Bid #14-14 to Tennant Sales and Service of Minneapolis, Minnesota for the purchase of one Tennant S30 Sweeper in the amount of $44,291.00 for use by the Recycling and Trash Collection Division.

5. **Bid #14-15 Terex Sales and Service:** A resolution to award Bid #14-15 and authorize the purchase of one (1) 2015 Ford F550 Super Duty Pickup Truck with Reading Body and Auto Crane from Terex Utilities of North Little Rock in the amount of $77,777.00 for use by the Noland Wastewater Treatment Plant.

6. **Professional Turf Products:** A resolution to authorize the purchase of two (2) Toro Groundsmaster 400D Multi-Deck Mowers from Professional Turf Products of Lenexa, Kansas for the Parks Division in the amount of $112,088.66 plus any tax pursuant to the National IPA Contract #120535, and to approve a budget adjustment to move funds to the fleet expense account.

7. **Countryside Farm and Lawn:** A resolution to authorize the purchase of two (2) John Deere Mower-Conditioners from Countryside Farm and Lawn of Springdale, Arkansas for the Noland Wastewater Treatment Plant in the amount of $48,572.00 plus any applicable tax pursuant to an NJPA cooperative purchasing agreement.

8. **Scott Equipment:** A resolution authorizing the purchase of a Gradall XL4100 IV excavator truck from Scott Equipment of Springdale, Arkansas for the Transportation Division in the amount of $354,893.00 pursuant to an NJPA cooperative purchasing agreement.

9. **Crafton Tull & Associates:** A resolution to approve a contract with Crafton Tull & Associates in an amount not to exceed $83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

10. **Piggy Back, LLC:** A resolution to grant a certificate of public convenience and necessity to Piggy Back, LLC for the operation of ten (10) taxicabs in the City of Fayetteville.

11. **2014 Overlay/Sidewalk Projects:** A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2014.

12. **Partners For Better Housing Workforce Housing:** A resolution to express the City Council's intent to sell a strip of land east of the new parking deck along School Avenue to Partners for Better Housing to screen the deck and provide workforce housing.

13. **2014 Employee Compensation Adjustment:** A resolution to approve a budget adjustment in the amount of $1,216,000.00 to fund the city-wide 2014 Employee Compensation Adjustment.

14. **Water and Sewer System Refunding Revenue Bonds, Series 2014:** An ordinance authorizing the issuance and sale of not to exceed $7,500,000 of Water and Sewer System Refunding Revenue Bonds, Series 2014, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Revenue Bonds, Series 2009; authorizing the execution and delivery of a Fourth Supplemental Trust Indenture pursuant to which the Series 2014 Bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the Series 2014 Bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2014 bonds; authorizing the execution and delivery of an Escrow Deposit Agreement providing for the redemption of the Series 2009 Bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

15. **McGoodwin, Williams and Yates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement with McGoodwin, Williams and Yates, Inc. for design services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra E. Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
March 04, 2014

A meeting of the Fayetteville City Council will be held on March 04, 2014 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 4th Quarter 2013**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the February 18, 2014 City Council meeting minutes.

2. **Bid #13-57 Center Point Contractors, Inc.:** A resolution to award Bid #13-57 and to authorize a contract with Center Point Contractors, Inc. for the replacement of six (6) rolling service doors in the amount of $64,500.00 at the Noland Wastewater Treatment Plant and the Biosolids Management Site.

3. **Federal Aviation Administration Lease Agreement:** A resolution to approve a ten (10) year lease agreement for $31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team.

4. **Hazmat Services Revenue:** A resolution to approve a budget adjustment recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

5. **Bid #14-14 Tennant Sales and Service:** A resolution to award Bid #14-14 to Tennant Sales and Service of Minneapolis, Minnesota for the purchase of one Tennant S30 Sweeper in the amount of $44,291.00 for use by the Recycling and Trash Collection Division.

6. **Bid #14-15 Terex Sales and Service:** A resolution to award Bid #14-15 and authorize the purchase of one (1) 2015 Ford F550 Super Duty Pickup Truck with Reading Body and Auto Crane from Terex Utilities of North Little Rock in the amount of $77,777.00 for use by the Noland Wastewater Treatment Plant.

7. **Professional Turf Products:** A resolution to authorize the purchase of two (2) Toro Groundsmaster 400D Multi-Deck Mowers from Professional Turf Products of Lenexa, Kansas for the Parks Division in the amount of $112,088.66 plus any tax pursuant to the National IPA Contract #120535, and to approve a budget adjustment to move funds to the fleet expense account.

8. **Countryside Farm and Lawn:** A resolution to authorize the purchase of two (2) John Deere Mower-Conditioners from Countryside Farm and Lawn of Springdale, Arkansas for the Noland Wastewater Treatment Plant in the amount of $48,572.00 plus any applicable tax pursuant to an NJPA cooperative purchasing agreement.

9. **Scott Equipment:** A resolution authorizing the purchase of a Gradall XL4100 IV excavator truck from Scott Equipment of Springdale, Arkansas for the Transportation Division in the amount of $354,893.00 pursuant to an NJPA cooperative purchasing agreement.

10. **Crafton Tull & Associates:** A resolution to approve a contract with Crafton Tull & Associates in an amount not to exceed $83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

B. Unfinished Business:

1. **ADM 13-4331 Amend Chapters 151, 162, 163 and 164:** An ordinance to amend §164.10 Garage and/or Agricultural and Produce Sales; §161.10 (X) Unit 24 Home Occupation; §163.08 Home Occupations and §164.04 Urban Agriculture (fowl, bees, and goats) of the Unified Development Code. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

   Left on the First Reading

2. **Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals:** An ordinance to Amend §92.01 **Definitions,** §92.23 **Impoundment** and §92.24 **Redemption of Animals** of the Fayetteville Code to authorize the Animal Shelter to accept livestock and set the redemption fee for their release. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

   Left on the First Reading

C. Public Hearing:

1. **Piggy Back, LLC:** A resolution to grant a certificate of public convenience and necessity to Piggy Back, LLC for the operation of four (4) taxicabs in the City of Fayetteville.

D. New Business:

1. **2014 Overlay/Sidewalk Projects:** A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2014.

2. **Partners For Better Housing Workforce Housing:** A resolution to express the City Council's intent to sell a strip of land east of the new parking deck along School Avenue to Partners for Better Housing to screen the deck and provide workforce housing.

3. **2014 Employee Compensation Adjustment:** A resolution to approve a budget adjustment in the amount of $1,216,000.00 to fund the city-wide 2014 Employee Compensation Adjustment.

4. **Water and Sewer System Refunding Revenue Bonds, Series 2014:** An ordinance authorizing the issuance and sale of not to exceed $7,500,000 of Water and Sewer System Refunding Revenue Bonds, Series 2014, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Revenue Bonds, Series 2009; authorizing the execution and delivery of a Fourth Supplemental Trust Indenture pursuant to which the Series 2014 Bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the Series 2014 Bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2014 bonds; authorizing the execution and delivery of an Escrow Deposit Agreement providing for the redemption of the Series 2009 Bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

5. **McGoodwin, Williams and Yates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement with McGoodwin, Williams and Yates, Inc. for design services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements.

E. City Council Agenda Session Presentations:

1. **Urban Forestry Advisory Board Annual Report –** Don Steinkraus, UFAB Chair

2. **Economic Development Quarterly Report** – Chung Tan, Director of Economic Development

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 aids in a City Council meeting as part of their presentation.
> >
> > **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
>
> **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

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

City of Fayetteville Item Review Form

Revised
02/24/14

2013-0139
Legistar File Number

3/4/2014
City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Duyen Tran
Submitted By

Utilities
Department

Action Required:

Approval of Bid #13-57 for the purchase and replacement of six (6) overhead rolling service doors from Center Point Contractors, Inc. for $64,500.00; three (3) for the Noland Wastewater Treatment Plant and three (3) for the Biosolids Management Site.

Does this item have a cost? Yes

$64,500.00	$166,000.00	Wastewater Treatment
Cost of this request	Category or Project Budget	Program or Project Name
5400.5800.5400.00	$0.00	Wastewater Treatment
Account Number	Funds Used to Date	Program or Project Category
02032.1	$101,500.00	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

A. 2
Bid #3357 Center Point Contractors, Inc.
Page 2 of 2

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: 2/4/2014
P.O Number:	Expected Delivery Date:
Mail Yes:__ No:____	
Taxable Yes:__ No:____	Quotes Attached Yes:_____ No:_____
Divison Head Approval:	
Extension: 479-443-3292 ext 6782	

Vendor #:	Vendor Name: Center Point Contractors, Inc.
Address: 10316 East Highway 72	Fob Point: Noland WWTP and Biosolids Manage
City: Bentonville	State: AR
Zip Code: 72712	Ship to code: 72701
Requester:	Requester's Employee #: OMI

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Cornell Thermiser ESD20 16'x14' Insulated Rolling Service Door	3	EA	10,933.94	$32,801.82	5400.5800.5400.00	02032.1		
2	Cornell Thermiser ESD20 12'x13'-4" Insulated Rolling Service Door	3	EA	8,656.04	$25,968.12	5400.5800.5400.00	02032.1		
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:

Revised 02/24/14

Subtotal:	$58,769.94
Tax:	$5,730.07
Total:	$64,500.01

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 1/2/2008

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: Countryside Farm and Lawn
2/12/2014 Page 1 of 2

P.O Number:

Expected Delivery Date:

Vendor #: 13947

Vendor Name: COUNTRYSIDE FARM & LAWN

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:_____ No: x

City:

State:

Zip Code:

Ship to code: 50

Divison Head Approval: Jesse Bryles

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 3485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	JOHN DEERE 630 SIDE-PULL ROTARY MOWER	2	EA	22,128.26	$44,256.52	9700.1920.5802.00	02083 2014		-
2	CONDITIONERS PER QUOTE AND NJPA				$0.00				
3	CONTRACT 031711, TO BE UNIT 5044, FIXED				$0.00				705044
4	ASSET 705044 AND 5045, FIXED ASSET 705045				$0.00				705045
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:

Revised 2/21/14

Subtotal: $44,256.52

Tax: $4,315.01

Total: $48,571.53

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

D. 3.
2014 Employee Compensation Adjustment.
Agenda Session 2/25/14

CITY OF Fayetteville ARKANSAS

General Fund 2013 Operating Results & Mayor Recommended Compensation Plan

February 25, 2014

2013 General Fund Operating Results

Revenues	$	37,373,707
Expenses		36,502,987
Surplus	**$**	**870,720**

General Fund

2013 Ending Fund Balance Projection as of June 11, 2013

12/31/2012 Fund Balance	$	14,920,000
Less: Cash Funded Re-budget Adjustment		(2,095,000)
Adjusted Fund Balance	$	12,825,000
Required Reserve		(5,700,000)
Pay Plan Cost		(1,000,000)
Free Reserve	**$**	**7,125,000**

General Fund

2014 Projected Ending Fund Balance (If Revenue Projections are Met)

Projected 12/31/2013 Fund Balance	$	15,600,000
Less: Cash Funded Re-budget Adjustment		(1,450,000)
Less: Pay Plan		(804,000)
Adjusted Fund Balance	$	13,346,000
Less: Required Reserve		(6,000,000)
Adjusted Fund Balance	**$**	**7,346,000**

Less: Mt. Kessler		(1,600,000)
Current Projection for 2014	**$**	**5,946,000**

5,746,000

Cost of Recommended Plan

Funds	2014 Impact	Full Year Impact
General	$ 804,000	$ 824,000
Street	90,000	94,000
Parking	10,500	12,000
Parks Development	36,000	42,000
Drug Law Enforcement	8,000	11,000
Water & Sewer	142,000	131,000
Solid Waste	83,000	76,000
Airport	15,000	15,000
Shop	27,500	28,000
Total Cost	**$ 1,216,000**	**$ 1,233,000**

Significant Considerations

- General Fund surplus for 2013 is estimated to be $870,000.
- Impact on the General Fund for 2014 would be $804,000.
- Ongoing cost to the General Fund into 2015 would be $824,000.
- If sales tax revenue alone is needed to continue this salary increase into 2015, sales taxes would need to increase by an additional 3.6%.
- The first month of sales tax results for Fiscal 2014 was $96,642 under budget for the General Fund.
- Under normal operating conditions, not all expenditure budgets authorized are used, normally there are appropriations that lapse. However, this can not be predicted with certainty or accuracy.

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra E. Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

City of Fayetteville Arkansas
City Council Meeting Minutes
February 18, 2014

A meeting of the Fayetteville City Council was held on February 18, 2014 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions:

Alderman Long moved to add the following to the agenda: Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals. Alderman Adams seconded the motion. Upon roll call the motion passed unanimously.

The following item was added to the agenda to be heard after ADM 13-4331 Amend Chapters 151, 162, 163 and 164:

Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals: An ordinance to Amend §92.01 **Definitions,** §92.23 **Impoundment** and §92.24 **Redemption of Animals** of the Fayetteville Code to authorize the Animal Shelter to accept livestock and set the redemption fee for their release.

UNOFFICIAL

Alderman Long: I have an amendment to Chapter 92. It brings the ordinance on animals into alignment with the changes about urban agriculture and the other changes.

City Attorney Kit Williams read the ordinance.

Alderman Long spoke briefly about the amendment he is proposing for Chapter 92.

This ordinance was left on the First Reading

Consent:

Approval of the February 04, 2014 City Council meeting minutes.

Approved

McClelland Consulting Engineers, Inc. Task Order No. 10: A resolution to approve Task Order No. 10 with McClelland Consulting Engineers, Inc. in the amount of $36,050.00 for project design and bidding services associated with the Terminal Apron Rehabilitation Project and to approve a budget adjustment of $36,050.00.

Resolution 33-14 as recorded in the office of the City Clerk

Garver Engineers, LLC: A resolution approving a contract with Garver Engineers, LLC in an amount not to exceed $352,879.00 for the design of Rupple Road from Starry Night View to Mount Comfort Road, and to approve a budget adjustment of $352,879.00.

Resolution 34-14 as recorded in the office of the City Clerk

Community Development Block Grant (CDBG) Agreement: A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) Agreement for 2014 when received in the estimated amount of $540,700.00 and approving the 2014 Action Plan.

Resolution 35-14 as recorded in the office of the City Clerk

Amend Resolution No. 07-14: A resolution amending Resolution No. 07-14 to change the awarding of Bid #14-04 for the purchase of hillside gravel from Leming & Son Trucking, Inc. to Les Rogers, Inc. for materials picked up in the amount of $1.49 per ton and authorizing the use of other bidders based on price and availability as needed through the end of calendar year 2014.

Resolution 36-14 as recorded in the office of the City Clerk

Combs Park Tree Mitigation: A resolution approving a budget adjustment in the total amount of $4,250.00 to transfer a tree escrow balance for the planting of mitigation trees in Combs Park.

Resolution 37-14 as recorded in the office of the City Clerk

UNOFFICIAL

2014 Keep America Beautiful/Dr. Pepper Snapple Group Grant: A resolution authorizing application for a 2014 Keep America Beautiful/Dr. Pepper Snapple Group grant in the amount of $6,800.00.

Resolution 38-14 as recorded in the office of the City Clerk

Rotochopper Go – Bagger: A resolution approving a budget adjustment in the amount of $18,500.00 to recognize revenue received from the auction and sale of Unit 479 - 2005 Rotochopper Go-Bagger 250.

Resolution 39-14 as recorded in the office of the City Clerk

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

Unfinished Business:

Amend Chapter 178: An ordinance to repeal §178.03 Sidewalk Vendors and enact a replacement §178.03 Sidewalk Vendors and Food Trucks and to repeal §178.04 Outdoor Mobile Vendors Located on Private Property and enact a replacement §178.04 Outdoor Mobile Vendors Located on Private Property. ***This ordinance was left on the First Reading at the November 19, 2013 City Council meeting and tabled to the December 17, 2013 City Council meeting. This ordinance was left on the First Reading at the December 17, 2013 City Council meeting and Tabled to the January 21, 2014 City Council meeting. This ordinance was left on the First Reading at the January 21, 2014 City Council meeting and Tabled to the February 18, 2014 City Council meeting.***

Peter Nierengarten, Director of Sustainability & Strategic Planning: This item is planning to be heard at the Ordinance Review Committee meeting on Thursday. Staff recommends this be tabled to the March 18, 2014 City Council meeting.

Alderman Long moved to table the ordinance to the March 18, 2014 City Council agenda. Alderman Petty seconded the motion. Upon roll call the motion to table passed unanimously.

This ordinance was tabled to the March 18, 2014 City Council agenda.

RZN 13-4538 (Razorback Road/Victory Commons): An ordinance rezoning that property described in rezoning petition RZN 13-4538, for approximately 5.09 acres, located at 731 S. Razorback Road from I-1, Heavy Commercial and Light Industrial, to UT, Urban Thoroughfare. ***This ordinance was left on the First Reading at the December 17, 2013 City Council meeting. This ordinance was left on the Second Reading at the January 7, 2014 City Council meeting and Tabled to the February 4, 2014 City Council meeting. This ordinance was left on the***

UNOFFICIAL

Second Reading at the February 5, 2014 City Council meeting and Tabled to the February 18, 2014 City Council meeting.

Jeremy Pate, Director of Development Services: The applicant has asked for this item to be tabled again.

Alderman Long: I am going to make a motion to table this indefinitely until the petitioner comes back. It has been on our agenda for quite some time now.

City Attorney Kit Williams: If it is tabled indefinitely, December 31st it automatically will be removed from the agenda.

Alderman Petty: I don't mind how we table it, but I want everyone to know that I spoke with the applicant this afternoon. He explained what had been going on and assured me this would be the last request to table it.

City Attorney Kit Williams: If you table it to the next meeting there won't be any issue about re-notification because it is a rezoning. You might want to table it for one more meeting and make sure the applicants shows up for that meeting.

Alderman Long: I am going to let my motion stand.

Alderman Petty: What are the notification requirements?

City Attorney Kit Williams: If it is tabled indefinitely, I don't know if there is any further re-notification. Normally you don't have to re-notify since it's been to the Planning Commission when it comes to the City Council. When you table something indefinitely, it is almost like dismissing it and saying it's not going to be heard. I am concerned that might trigger something that would require re-notification. Jeremy, how many times have you experienced this?

Jeremy Pate: We have not experienced it a lot. I don't believe there would be formal notification. Some of the concern is if someone is following the agenda it might pop up on an agenda whenever the applicant request it, so it's not really published until that tentative agenda comes out. That is the only downfall I see. We don't have any ordinance requirements to re-notify if something is tabled indefinitely.

Alderman Long moved to table the ordinance indefinitely. Alderman Adams seconded the motion. Upon roll call the motion to table indefinitely passed unanimously.

This ordinance was tabled indefinitely.

<u>New Business:</u>

Mt. Kessler Acquisition: A resolution to authorize Mayor Jordan to apply for and accept a 50/50 matching grant from the Walton Family Foundation in the amount of $1,500,000.00, to use

UNOFFICIAL

this grant and $1,600,000.00 out of reserves to purchase about 328 acres of Mt. Kessler from Chambers Bank and to build a trailhead, to approve a land swap with Chambers Bank, to support a parkland dedication of about 48 acres for future parkland credit and to approve the attached budget adjustment.

Jeremy Pate, Director of Development Services gave a brief description of the resolution. The ultimate goal is to promote stewardship of the land in a responsible manner and to preserve it for use by citizens in Northwest Arkansas. We are very interested in acquiring this important property for future generations. Support from the Walton Family Foundation is a pivotal element in doing so. We believe the addition of this property is a public asset and enhances the quality of life for residents. It provides a unique venue for healthy outdoor recreation and wellness activities in the form of nature trails for hiking, biking, for childhood to college education through environmental programs and for preservation of open space and protection of watershed and natural resources. Staff is recommending approval.

Alderman Gray: I appreciate what Jeremy has done and the Mayor encouraging him and all these folks out here who are really smart in seeing what we need to do for the City of Fayetteville. I am very excited.

Frank Sharp, Mt. Kessler Greenways: I would like to thank Chambers Bank for donating the 200 acres and then the 48 acres and being so cooperative during this transaction. The city has been a joy to work with over these past years. We would not be here if it was not for the Walton Family Foundation. We have five major benefits of Mt. Kessler, they are outdoor education, outdoor recreation, watershed protection, the protection of natural resources and economic.

Dana Smith, Fayetteville Public School Sustainability Coordinator spoke in favor of the resolution.

Alan Edmondson, Degree in Earth Science stated he is speaking on behalf of Dr. David Stahle who is the Director of the University of Arkansas Tree-Ring Laboratory. He spoke in favor of the resolution.

Guy Headland, National Park Service spoke in favor of the resolution.

Steve Schneider, Regional Director of the International Mountain Biking Association spoke in favor of the resolution.

John Coleman, Viridian Regional Office Manager spoke in favor of the resolution.

Frank Sharp: A year ago we put a trail log up and asked for people to write their zip codes down. We asked if they were a hiker, biker, runner or other. Even though the mountain bikers built the trails, 65% of our users are hikers.

Mike Lemaster, President of Ozark Highlands Trail Association spoke in favor of the resolution.

UNOFFICIAL

John Pennington, Executive Director of Beaver Watershed Alliance spoke in favor of the resolution.

Lauren Ray, Education Outreach Coordinator for the Illinois River Watershed Partnership spoke in favor of the resolution.

Stan Johnson, President of Johnson Mechanicals spoke in favor of the resolution.

Misty Murphy, Trails Coordinator for the Northwest Arkansas Council spoke in favor of the resolution.

Terri Lane, Executive Director of the Northwest Arkansas Land Trust spoke in favor of the resolution.

Bob Caulk, Fayetteville Natural Heritage Association spoke in favor of the resolution. He thanked Frank Sharp for his efforts.

Frank Sharp: I have enjoyed those mountains for many years and your action tonight will ensure that generations will enjoy it for years to come.

Alderman Kinion: I think we have heard good arguments to support this and we have received a lot of information.

Alderman Petty requested the Council and audience do an experiment that he has done over the years as a wilderness leader.

Alderman Tennant: I think we need to recognize what a great show of community is in this room. I would like to thank the staff. This was complicated and hard to put together. It happened because of a sense of partnership and togetherness that exist in this city. Thank you to Mr. Sharp and the Walton Family Foundation. This is an important moment in time and I am honored to be a part of it.

Alderman Marsh: Thank you to the Mayor, Council, Administration and all of our staff as well as our predecessors who have made very good financial decisions. This has put us in the position of being able to purchase this gem for the enjoyment of future generations.

Alderman Adams: I would like to thank the public and it has been wonderful to hear from you.

Mayor Jordan: There are a few moments in time that you get to do something historic. There are a few moments in your life that you feel like you have really accomplished something. Tonight is one of those nights for this city. This would not have happened without Frank Sharp. I always had in the back of my mind about preserving Mt. Kessler.

Thank you to Connie Edmonston, Alison Jumper, staff, Walton Family Foundation, Fayetteville Natural Heritage Association, University of Arkansas and Fayetteville Public Schools. I want to thank Jeremy Pate and Don Marr for working to make this a reality.

UNOFFICIAL

With the purchase of this 376 acres it will never be touched again. If this city last a thousand years or ten thousand years, I see future children walking that trail. Nobody is going to remember anybody's name, but they will appreciate city leadership that preserved this beautiful place. I am humbled. I am glad to be here and thankful to be not only the Mayor of this city, but to be a citizen of this city at this point and time.

Alderman Kinion moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 40-14 as recorded in the office of the City Clerk

Karcher North America, Inc.: A resolution to approve and certify the participation of Karcher North America, Inc. in the Arkansas Tax Back Program and to agree to authorize DF&A to refund city sales tax back to Karcher North America, Inc.

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

Chung Tan, Fayetteville Chamber of Commerce: We are excited that we are a part of the team to help them move from Springdale to Fayetteville. They have not only bought the building, they have done some investment on their own without coming to the city or state for any support or incentive. This is the intermediate phase and they have come to us asking for the sales tax refund program.

We recommend the City Council vote yes to pass this request. This is about job creation and bringing new jobs to the City of Fayetteville. This company is not only hiring from the existing workforce pool, they are also providing training. In effect they are spending their money training citizens of Fayetteville with new skill sets that make them more marketable and employable.

Justin Smith, Arkansas Economic Development Commission gave an overview of the tax back program. He stated that Karcher North America falls within the eligible businesses category.

Ed Taylor, Operations Manager for Karcher North America gave an overview of the company. He stated they are one of the world's leading producers of floor cleaning equipment and pressure washers. He stated that Karcher North America is continuing to grow.

Alderman Marsh: I am happy that the company has purchased the facility in Fayetteville and is expanding the workforce. Why does a company with over $2.8 trillion in annual revenue need a handout from the citizens of Fayetteville?

Ed Taylor: I'm not sure where you got the $2.8 trillion from. We just hit the 2 billion mark this year worldwide. We are not looking for a handout. Everything we get back will be reinvested into the facility. We have another $400,000 we are investing this year into the building. One of the biggest things we are doing is investing into our people.

UNOFFICIAL

Alderman Kinion: Mr. Taylor, I appreciate the work you are doing to develop the economic basis in our industrial area. I do not see this as a handout. I see it as a very wise investment. When you look at the industrial base in the specific part of town that you are at, we saw vacancies and a struggle associated with the economic development of the area. It is important that we let industry and business leaders know that the City of Fayetteville is very serious about developing a broad and diverse economic environment. Everyone is not headed to higher education. We must keep technical skills and training available to this broad base here in Northwest Arkansas.

Alderman Marsh: I want to clarify that these jobs pay $11.15 an hour, is that correct?

Ed Taylor: We have one position that will be $15.00 to $16.00 an hour, seven positions are $12.35 an hour. The two sales positions are salary and are $40,000 to $55,000 a year. The training position will be a salary position and I figure it will be close to the $40,000 range.

Alderman Marsh: That sounds better. I would like to point out that MIT has done some studies on what constitutes a living wage in our area. One adult with one child, a living wage in Fayetteville is $16.85 an hour and anything less than that is really hard to get by on. That is not someone who has a lot of economic buying power in our community. We only have 4.9% unemployment in our region, but one in four people are food insecure. This is the working poor. I have a hard time for us incentivizing this type of supplement, which is kind of like corporate welfare.

Ed Taylor: I can agree with that. Our median salary range is $16.50 and most of these are entry level positions. In addition, Karcher offers excellent benefits that are pretty much unmatched of any company that I have been involved with. Karcher pays 90% of health benefits and the employee pays 10%.

Alderman Marsh: If it's $16.50, then I will support this.

Alderman Long: I appreciate your economic investment in Fayetteville. I appreciate the jobs.

Alderman Marsh: We have made a lot of other investments in the district. This isn't just about this business. We have added sidewalks, street lighting, and approved funding to expand our multi-use trail to the area. We have commissioned a comprehensive transportation plan to deliver reliable transportation for the workforce there.

Chung Tan: Thank you to Mayor Jordan and the City Council for working so tirelessly to make the City of Fayetteville a very attractive place and to make it a lot easier for us to get businesses to stay in Fayetteville.

Alderman Gray: I support you and your huge investment in the City of Fayetteville. We greatly appreciate it. The more people who go to work every day, the better life is in Fayetteville.

Alderman Tennant: To hear this called or compared to corporate welfare is absurd. It is offensive to you and your company. I want to apologize on behalf of myself that you had to hear

UNOFFICIAL

it. Thank you Mr. Taylor for coming and you did a great job. I want to thank Karcher. They have invested in Fayetteville by taking this property and reviving it. You are reinvesting in our city through jobs and expansion. It will add to the growth of our city and success for years. I am thrilled that we can partner with such a successful company.

Alderman Adams: Thank you and good job. I appreciate you.

Alderman Long moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 41-14 as recorded in the office of the City Clerk

ADM 13-4331 Amend Chapters 151, 162, 163 and 164: An ordinance to amend §164.10 Garage and/or Agricultural and Produce Sales; §161.10 (X) Unit 24 Home Occupation; §163.08 Home Occupations and §164.04 Urban Agriculture (fowl, bees, and goats) of the Unified Development Code.

City Attorney Kit Williams read the ordinance.

Peter Nierengarten, Director of Sustainability & Strategic Planning gave a brief description of the ordinance.

Alderman Kinion: Peter, you're saying the green dots are lots large enough to have the goats on?

Peter Nierengarten: They are single family, residential lots.

Alderman Kinion: It looks like Wilson Park is going to be a great center of Urban Agriculture. I'm surprised that we had that many lots.

Peter Nierengarten: 10,000 square feet is roughly a quarter acre lot.

Alderman Kinion: Somehow I didn't put that together between North Street and Maple. That's a lot of opportunity.

Alderman Tennant: Peter, thanks so much for you efforts on this and a lot of other things. I consider you an expert on this and I appreciate you dealing with my questions. Why do you think subdivisions have covenants against things like this?

Peter Nierengarten: I think there's been a stigma developed. Some of it probably is or was founded when folks began to move in large numbers into cities and brought farm animals with them, I'd say 50 or 80 years ago. Those animals were in residential settings like this but there weren't proper rules in place. Subdivision covenants were perhaps a backlash in reaction to that. Some subdivision covenants began as ways of not just excluding farm animals, but also started as a reaction to integration as a way of excluding people with certain skin color. It was probably

UNOFFICIAL

also a way of trying to create uniformity and consistency in appearance. I've never lived in a subdivision that's had covenants so I don't have a lot of personal experience with it.

Alderman Tennant: I appreciate that. I don't necessarily think there's an exact right or wrong reason that covenants exist. I spoke with five Ward 3 POA managers. I told them this is hopefully our first reading and we will have many more weeks now because they didn't really know the details. The first thing they said was property values are why you have covenants. I do have a question about conditional use permits. I want to be clear on this for more permanent sales of food out of a house. If someone wanted to do that, they would go in front of planning and get a conditional use for more permanent type selling in front of their house.

Peter Nierengarten: That is correct. They would get a conditional use for a home occupation.

Alderman Tennant: Tell me again about the signage part.

Jeremy Pate: If it's the same as the existing home occupations, if you're an accountant or someone who wants to run a business out of your home, you have to get a home occupation permit. I think you are allowed one non-illuminated three square foot sign on the wall.

Peter Nierengarten: On the wall or in the window.

A discussion followed on the type of signs allowed in certain zoning districts.

Alderman Tennant: Thank you for that clarification about goats and lot size and the examples you used. I appreciate you bringing some examples from other cities and what they are doing. I saw only one city with a three goat max which is what you're proposing. Why did you choose three?

Peter Nierengarten: There's actually three cities at the top that have no max. We originally started with six and that was brought to the four wards. In conversations with the Mayor and after presenting proposed changes at the ward meetings, we settled on three. We felt like it was a reasonable number.

Alderman Tennant: There's nothing in this that forces someone that has urban agriculture in their backyard to have any certain type of fence.

Peter Nierengarten: The statement simply states they must have a secure fence. The rationale behind saying secure and not say it has to be four or five foot tall is that one goat might be able to jump a five foot fence and another goat may be able to jump at seven foot fence. If we simply stated that they had to have a secure fence and the goat got out then it's on the property owner because they did not have a fence that was adequately able to secure that animal.

Alderman Tennant: That would be interpreted by you and your team, and if something were to be proven to be ineffective, then the homeowner would be responsible for fortifying the fence. There's a lot of people concerned that we are going to possibly approve this or some part of this and people with rental properties are going to assume they can do this.

UNOFFICIAL

Peter Nierengarten: There's nothing in here to prevent a renter of a single family home from exercising what is in here.

Alderman Tennant: With permission of the land owner.

Peter Nierengarten: That would be between them.

Alderman Long: First, I want to thank Peter too. You've been very informative. I am supportive of this. I do have some questions that I want us to think about. What do we do with the un-micro chipped goats? If one gets out we don't have an animal control vehicle that they will fit in. On the bees, people are worried about having bees on smaller lots in close proximity to their homes. On the section where it says a lot as small as 8,000 square feet could have three hives, whereas a lot of 8,000 square feet they can have zero goats. I want to see those two match more closely. I'd like to see on a lot of 8,000 square feet have no hives and when it gets to 10,900 square feet be able to see bees. On fence, I want to make sure we make it very clear that we're not talking about electric fencing that's underground and you can't see. They aren't actual legal in the City of Fayetteville.

When we talk about neighborhood covenants and that they protect people that live in areas with covenants, my question is do they? Do neighborhoods leave out the part about livestock because the city already has it ruled out as something illegal? A question I was asked the other day was why do we live in the city and not the county if we are going to have livestock? I want us to approach this very carefully.

Alderman Marsh: I want to clarify, you keep saying single family residential. I'll use myself as an example. I have a large lot in south Fayetteville that's zoned RMF-25. Could I have livestock?

Peter Nierengarten: That's a great question. The way it is worded talks about the use of the property not the zoning of the property. I also live in a single family home on a RMF-24 property and we would both be allowed, based on our lot size, the number of animals the ordinance describes.

Alderman Marsh: Thank you for all your work. I think it's fantastic. The only thing I have concerns with is the setback on the bees with an unfenced yard may be too large. You are prohibiting bees in a lot of areas that would probably do fine as long as there was signage.

Peter Nierengarten: I received a call today from Jim Pickett with the Northwest Arkansas Bee Owners Association who expressed a similar concern to yours. He characterized the setback as not being realistic.

Alderman Adams: I have a question about enforcement. When a resident feels that something is not being taken care of properly they are going to call and ask for some staff member to come out and inspect this. Do we know exactly what the plan is going to be for enforcement?

Jeremy Pate: If it's an animal welfare situation, it would be our Animal Services Division.

UNOFFICIAL

Alderman Adams: Who do they call for the enforcement of removal of signs?

Kit Williams: I think you are actually talking about garage and agricultural floater sales. Those are the ones that allow three off-site signs.

Alderman Adams: I guess I should ask, does this allow for off premise signs?

Kit Williams: The code already did and now they are simply including within the garage sale code this new agricultural and produce sales. If someone wants to expand their garage sale and sell produce that they have produced then they are treated the same as if it were a garage sale.

Alderman Adams: The complaints by folks about signs being left out too long come to your office, Peter?

Kit Williams: Correct and that happens right now.

Alderman Adams: Do we need more staff to handle this? I don't know the volume we are talking about or what you're predicting.

Peter Nierengarten: Charlottesville of approximately 40,000, which is a little smaller than Fayetteville, has three families with goats. Fort Collins, Colorado, which has about 145,000 people, has one family in the process of permitting goats.

Alderman Adams: Thank you for all your work. The comments that I've heard have been more about enforcement and what to do if there is a problem or conflict with a neighbor. I am concerned about staffing and not doing more than we can handle.

Jeremy Pate: Yolanda Fields is here, she might be able to speak to this more. We do have farm animal type calls currently. Our policy is to return them to the premise because we do not have a place to impound them.

Don Marr: Most of our calls today are responding to domestic pets. This doesn't come without some investment in training. This is not a statement on this ordinance, but a statement just in general on Council policy changes. You are going to see it in our Council agenda memo where it used to say budget impact, we are changing it to say budget and staff impact. Many times, any one single item is not necessarily a huge issue, it's the collective passage of these things. If you pass this you can expect to see a budget adjustment come forward to get the tools for staff to be successful to handle the ordinance.

Alderman Adams: Don, that was right to my point and I thank you. I want us to have the tools, but I also want us to have the head count.

Don Marr: I'm going to tell you Councilmember Adams, that doesn't just relate to this ordinance. We get those calls today where someone wants us to respond at two in the morning to

UNOFFICIAL

an animal that they see running loose. We have certain protocols because we only have a certain amount of designated staff and approved overtime.

Alderman Adams: I think you are handling all that very well and I want to make sure nothing I said indicates otherwise. I just want us to be cautious about adding something that would add stress or diminish the services our citizens are receiving.

Don Marr: I want to reiterate a point that Peter made. There hasn't been a single city that he's shared information about to us that we've seen this massive influx of bees, goats and chickens come into play. These are ordinances that have been in effect for multiple years.

Yolanda Fields: I guess all the questions have been answered?

Alderman Adams: I would appreciate hearing you speak to how you feel your staffing needs are right now. Are you in good shape to take this on?

Yolanda Fields: Since we don't have any idea of what the true number is going to be, I have to say that at this point, yes. The only thing we are lacking would be a way to transport if we are not able to locate where a specific goat actually belongs. Nor do we have anywhere to house them at this point in time. We would also be looking at a modification for feeding. That part of it we can't really tell.

Alderman Petty: Why wouldn't our current impoundment truck be capable of holding a goat?

Yolanda Fields: A goat of that size might fit but it would be inhumane. A dog that you would put in the size crate that we currently have would pretty much sit still. A goat is going to be a little more active and is a little bit harder to maneuver into that type of containment.

Alderman Petty: So it's the issue of attitude not size?

Yolanda Fields: Exactly. It would be inhumane to put them in that size kennel because they are going to move and are stronger.

Alderman Petty: You don't think we'd have the same issue with a horse trailer?

Yolanda Fields: I don't think so because if they are walking into it they have more space and might not be as frightened.

Alderman Long: Our staff and volunteers do an excellent job at the shelter. They do a lot of work walking animals and cleaning kennels. How would we handle goats? Would the volunteers be trained or would it just be staff time?

Yolanda Fields: At this point we would want staff working with the animals because we don't know how they will react and we don't want anyone getting hurt.

Alderman Marsh: Will this enable us to use goats for land management at the city level?

UNOFFICIAL

Peter Nierengarten: In section ten on goats nothing in this section will restrict goats from being used on educational properties, and additionally goats can be used for a maximum of two weeks with a purpose of land clearing and vegetation removal.

Joyce Hale, a citizen, spoke in favor of the ordinance.

Don Bennett founder and director of Tri Cycle Farms spoke in favor of the ordinance.

Quin Montana, board member of Low Food Chapter spoke in favor of this ordinance.

Dana Smith, Ward 3 Resident and Sustainability Coordinator for Fayetteville Public Schools spoke in favor of the ordinance.

Alderman Tennant: You said you live in Ward 3. Do you live in a neighborhood with covenants?

Dana Smith: That's a good question that I don't know the answer too. When we bought our house I asked our realtor if there were any covenants. We were told no there were not. I'm under the impression that we are under a community that is not covenants.

Melissa Taylor, resident of South Fayetteville: Another answer to your question as to why there are covenants in some newer subdivisions, maybe it's a case in some instances subdivisions were built to existing farms as opposed to the other way around.

Alderman Kinion: I have received a lot of comments on both sides of this. As we move forward, I hope people look at this as opportunities instead of nuisances. We already have a lot of controls here in the City to handle nuisances. We have animal control and noise ordinances. Much of the discussion tonight was on handling concerns that are valid. We haven't really talked about opportunities until the last couple of speakers. I have a sense of community with my neighbors when they go on vacation because I get to harvest out of their garden. You develop an easier understanding of your neighbors if you understand what their values and beliefs are. We are a city that is known for diversity.

Alderman Gray: We have talked about this at Ward 1 meetings and had many positive comments. We had only one negative. I was pleased to know that Ward 1 is supportive of this whole ordinance.

Alderman Petty: I would like to thank staff for the hard work they have put into this. I'm appreciative that we are going to take some time with this and let it go through all three readings. Even though I support this, I understand why the questions are being asked. Most kindergartners today don't know what a tomato looks like or what cauliflower is. A lot of re-education needs to be done. I want us to rely on the facts as we go forward. This ordinance as it is before us is the middle way. There is nothing radical about this ordinance.

UNOFFICIAL

There is a tendency in government, whether as staff or elected officials to try and be arbiters of every kind of dispute that we can imagine. I don't think that attitude is helpful in general or productive in this case. We should rely on the facts. A lot of these issues are questions coming from people who don't know. We have become so far removed from our food. Peter, you had looked at a couple different examples of covenants in the city. How many examples?

Peter Nierengarten: Six or seven.

Alderman Petty: Most of them had prohibition against live stock?

Peter Nierengarten: All the ones I looked at did.

Alderman Petty: How did you pick and choose?

Peter Nierengarten: It was the ones that we were able to find through the county.

Alderman Petty: I ask because I think that is representative. It used to be that you wanted a golf course for sub-division development. It meant the property was valuable. People buy the land because of the view. The people who have started to look at that phenomenon have discovered they get the exact same kind of benefit to real estate values for properties next to farms.

Alderman Marsh: Covenants came about as people were trying to banish markers of poverty and appear to be more civilized. Chickens were seen as relics of when people were poor and they couldn't afford to go to the store and buy things. They see poor as being shameful, but for many people in this community being poor is a reality. I am food insecure. I make $11.00 an hour, which is why I get so upset at these companies wanting to come in and pay below a living wage. I have a college degree and there are a lot of people in this community in this same boat. Thankfully, I've lived in a place where I can have a garden. We need to approach this with a spirit of generosity.

This ordinance was left on the First Reading

Teeco Safety, Inc.: An ordinance waiving the requirements of formal competitive bidding and approving a contract with Teeco Safety, Inc. in the amount of $192,344.50 for the purchase of taser products.

City Attorney Kit Williams read the ordinance.

Greg Tabor, Chief of Police gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

UNOFFICIAL

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance 7-0. Alderman Petty was absent during the vote.

Ordinance 5662 as Recorded in the office of the City Clerk

Kum & Go, L.C. Agreement: A resolution to approve the fourth amendment to land sale agreement with Kum & Go, L.C. to extend the closing date to no later than April 21, 2014 and to agree to equally share the City's portion of the costs of a dedicated left turn lane.

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

City Attorney Kit Williams: I want to thank Chris for his hard work with the Highway Department to get them to cost share. This traffic signal and new road will be very beneficial to the neighborhood.

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

Resolution 42-14 as recorded in the office of the City Clerk

Reappropriating Bonded, On-Going Capital Projects and Containing Obligations: A resolution to amend the 2014 adopted budget by reappropriating $75,497,000.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.

Paul Becker, Financial Director gave a brief description of the resolution.

Alderman Kinion: This was reviewed by the Water, Sewer & Solid Waste Committee. It was approved to bring forward.

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

Resolution 43-14 as recorded in the office of the City Clerk

RZN 13-4536 (4310 Martin Luther King Blvd./Edwards): An ordinance rezoning that property described in rezoning petition RZN 13-4536, for approximately 0.74 acres located on

UNOFFICIAL

the north side of west Martin Luther King Boulevard near the border of Farmington from R-A, Residential Agricultural to CS, Community Services.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission recommended 6-0 in favor of this request. Staff is recommending approval.

Alderman Adams: There were residents who had some problems with water rushing through their yards and the creek taking their yards down with erosion. So you feel confident that developing this and leaving the back space is not going to add any more damage to those homes.

Jeremy Pate: It actually impedes access during high water events to developments on the north side of this creek.

A discussion followed about the efforts to keep development away from the creek.

Alderman Long moved to suspend the rules and go to the second reading. Alderman Schoppmeyer seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5663 as Recorded in the office of the City Clerk

ADM 13-4603: (UDC Amendment Chapter 161, Use Unit 44, Cottage Housing Development): An ordinance to amend Chapter 161 of the Unified Development Code to authorize Cottage Housing Development (UU-44) into zoning districts in which it was originally approved by Ordinance No. 5462.

City Attorney Kit Williams read the ordinance.

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

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

UNOFFICIAL

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5664 as Recorded in the office of the City Clerk

City Council Agenda Session Presentations: None

City Council Tour: None

Announcements:

Alderman Gray: We have about a week and a half to go for receiving applications for our Boards and Commissions in the clerk's office. We only have nine applicants for 14 positions. I hope our citizens will look at our vacancies. If you find something that interest you, please turn your application into the clerk's office by the deadline of February 28, 2014 by 5:00 p.m.

Alderman Long: This coming Monday on February 24, 2014 will be a Ward 4 meeting in Room 111 at 6:00 p.m.

Alderman Marsh: I would like to invite everyone to join us this Thursday, February 20, 2014. We will plant our first community orchard at the Yvonne Richardson Community Center at 1:00 p.m.

Alderman Long: Ordinance Review Committee will meet this Thursday, Room 219 at 5:30 p.m. for the mobile food truck vendors.

Adjournment: 9:45 p.m.

Lioneld Jordan, Mayor	**Sondra E. Smith, City Clerk/Treasurer**

UNOFFICIAL

C.1. Piggy Back, LLC
Handed out at the City
Council Meeting 3/4/14

piggy back

faster than walking, cheaper than driving

free, transportation around Dickson Street and the University area

eco-friendly

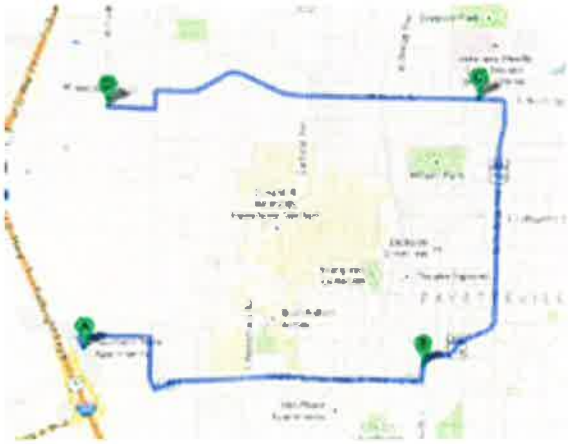
Get Onboard!

Piggy Back was started to address the missing link for patrons in areas with a multitude of quality restaurants, bars, theatres, performance halls, museums and businesses. Piggy Back fills the void for short trips that taxis and buses aren't right for. You can make that short trip in style by using Piggy Back's eco-friendly, fully-electric shuttle service! Our vehicles are fully electric, making them 100% environmentally friendly with ZERO emissions. With this GREEN technology, Piggy Back has officially launched Fayetteville's first and only eco-friendly, fully insured shuttle service with mobile advertising.

Piggy Back provides free, no fare transportation to residents and visitors of the Fayetteville area. All we need is text including: a name, address and the number of riders.

Piggy Back provides:

- Rides from hotels, condos or apartments
- Safe transport to parking place
- Concerts
- Rides from work to lunch or dinner
- Errands
- Special events
- Rides to and from Dickson Street
- Rides to and from the Razorback stadium
- Sorority & fraternity events



Executive Summary

FINAL

Master Site & Facilities Plan

McGoodwin Williams & Yates
Engineering Confidence

Fayetteville
ARKANSAS
Solid Waste & Recycling Division

January 7, 2014
MWY Project No. FY355

CERTIFICATE OF AUTHORIZATION
McGoodwin, Williams and Yates, Inc.
No. 132
ARKANSAS ENGINEER

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
NO. 13641
ZANE S. LEWIS
1/7/2014

McGoodwin, Williams & Yates (MWY) began work on the Master Site & Facilities Plan for the City of Fayetteville (City), Arkansas Solid Waste Division (SWD) in May 2013. The building needs were identified as the priority for the Project and were to include the office building, the materials recovery facility (MRF), and the scale house needs. All of the building needs are generally to provide additional space required for existing staffing and operations levels.

Other identified priorities included low impact development (LID) site design, energy and water use efficient design, and compliance with the City's resolution for green buildings. All items on the SWD needs lists were discussed with MWY by the Division staff for clarification of the project's scope of work.

After a kick off meeting, MWY developed a planning study services contact and immediately began the site and building review. During the course of several on-site meetings and tours, specific elements of the existing facility were reviewed in detail as they specifically relate to the SWD's list of needs. Subsequent site visits included representatives of Brown Engineers (Brown) of Little Rock, Arkansas, the Mechanical, Plumbing, and Electrical (MEP) consultant on the project.

With a basic understanding of the scope of work to be evaluated, MWY and Brown worked toward the creation of alternative design options for the site and buildings that were then presented to the City for review. After review comments were received, MWY revised the selected design concepts, incorporating them into the single concept of the overall Master Site & Facilities Plan. The proposed Overall Master Site Plan, Sheet C1, and the proposed Office Building Floor Plan, Sheet A2, are included as a part of this packet. The total project scope of work was then broken up into a Package No. 1 to be constructed now and future work for consideration by the City in capital budgeting. The scope of proposed construction Package No. 1 relates to the City's priorities and an evaluation of the constructability of the entire project. Included in this packet are the engineer's opinion of probable construction costs for proposed Package No. 1, as well as the Package No. 1 site plan, Sheet C2. Proposed Package No. 1 includes the proposed office building work shown on Sheet A2.

Multiple meetings were held to discuss proposed Package No. 1 and the Overall Master Plan. The City provided guidance on preferences, as well as selection of alternatives for development of the budget for construction of Package No. 1. MWY subsequently completed the revisions to the proposed plans, and associated costs, to reflect the priorities of the Division. MWY will work with the City to identify and include deductive alternatives and cost saving options throughout the detailed design process. Funding is needed for work not included in Package No. 1.

In accordance with the City's sustainable building initiatives the office building portion of Package No. 1 will pursue LEED Silver Certification, while the overall design will include focus on energy and water efficiency, and LID treatment of storm waters. Additionally odor control in the office spaces will be addressed.

Fayetteville Solid Waste Division
Master Site and Facilities Plan
Fayetteville, Arkansas
Preliminary Design Phase Opinion of Probable Costs

PROPOSED CONSTRUCTION PACKAGES

1	**PACKAGE NO. 1**				**$**	**3,500,000**
Item No.	Description	Unit Price	Unit	Total Quantity	Total Material Cost	
1a	Mobilization	$10,000	LS	1	$	10,000
1b	BMP	$5,000	LS	1	$	5,000
1c	Earthwork (2' outside edge of pavement, 3' undercut)	$18	CY	10,090	$	181,622
1d	Asphalt Paving	$21	SY	7,810	$	164,001
1e	Pervious Gravel Roadway - Armstrong Entrance	$35	SY	553	$	19,364
1f	New Truck Scales	$60,000	EA	2	$	120,000
1g	Renovate Existing Scale	$5,000	LS	1	$	5,000
1h	Ornamental Fence	$95	LF	400	$	38,000
1i	Chain Link Fence	$30	LF	300	$	9,000
1j	Automatic Gate w/operator	$10,000	EA	1	$	10,000
1k	Manual Gate	$2,000	EA	2	$	4,000
1l	Trees	$210	EA	32	$	6,720
1m	Habitat Protection & Restoration	$20	SY	2,474	$	49,480
1n	Turf/Sod	$12	SY	4,697	$	56,367
1o	Landscape Beds	$40	SY	1,200	$	48,009
1p	LID	$80	SY	901	$	72,055
1q	Sidewalk	$5	SF	5,079	$	22,857
1r	Parking Wheel Stops	$150	EA	27	$	4,050
1s	Striping	$5,000	LS	1	$	5,000
1t	Crane (Scale Equipment)	$10,000	LS	1	$	10,000
1u	Pump Station Controls and Protection	$25,000	LS	1	$	25,000
1v	Barriers at Transfer Doors	$2,000	EA	4	$	8,000
1w	New Drain Lines - Transfer	$3,000	LS	1	$	3,000
1x	Relocate Existing Overhead Electric	$15,000	LS	1	$	15,000
1y	Stormsewer	$20,000	LS	1	$	20,000
1z	LEED - Community Connectivity	$15,000	LS	1	$	15,000
1aa	LEED - Low Emitting Vehicles	$20,000	LS	1	$	20,000
1bb	LEED - Water Feature	$25,000	LS	1	$	25,000
1cc	LEED - Rainwater Harvesting/Irrigation	$10,000	LS	1	$	10,000
1dd	LEED - Recycled Aggregates	$2,000	LS	1	$	2,000
1ee	New Building - Office	$165	SF	5,200	$	858,000
1ff	Renovate Existing Office Building	$130	SF	2,800	$	364,000
1gg	Existing Building HazMat Survey	$3,500	LS	1	$	3,500
1hh	Furnishings	$100,000	LS	1	$	100,000
1ii	Equipment	$13,500	LS	1	$	13,500
1jj	LEED - Controls	$20,000	LS	1	$	20,000
1kk	LEED - Window Awnings	$10,000	LS	1	$	10,000
1ll	LEED - Enhanced Commissioning	$45,000	LS	1	$	45,000
1mm	LEED Fees - USGBC Review and Certification	$15,000	LS	1	$	15,000
1nn	Construction Manager Fee (5%)	$120,626	LS	1	$	120,626
1oo	Std. Design @ Construction Service Fee (16%)	$405,304	LS	1	$	405,304
1pp	Green Design Fee (3%)	$75,995	LS	1	$	75,995
1qq	Contingency - (20%)	$506,630	LS	1	$	506,630
	TOTAL				$	3,521,081

LEGEND

- NEW BUILDING
- NEW FENCE
- NEW GATE
- NEW ASPHALT PAVEMENT
- ROAD STRIPPING
- PROPOSED DECIDUOUS SHADE TREES
- NEW PERVIOUS GRAVEL PAVEMENT
- NEW SIDEWALK
- NEW STORM WATER MANAGEMENT/LANDSCAPE/EXHIBIT AR

0 40 80 Feet

10-16-13
REVISED 12-3-13
REVISED 1-6-13

DESIGNED	DRAWN
ZL	JRM
CHECKED	
ZL	
PLANS NO.	
FY355PDR	

McGoodwin Williams & Yates
Engineering Confidence
© 2013 Fayetteville, Arkansas

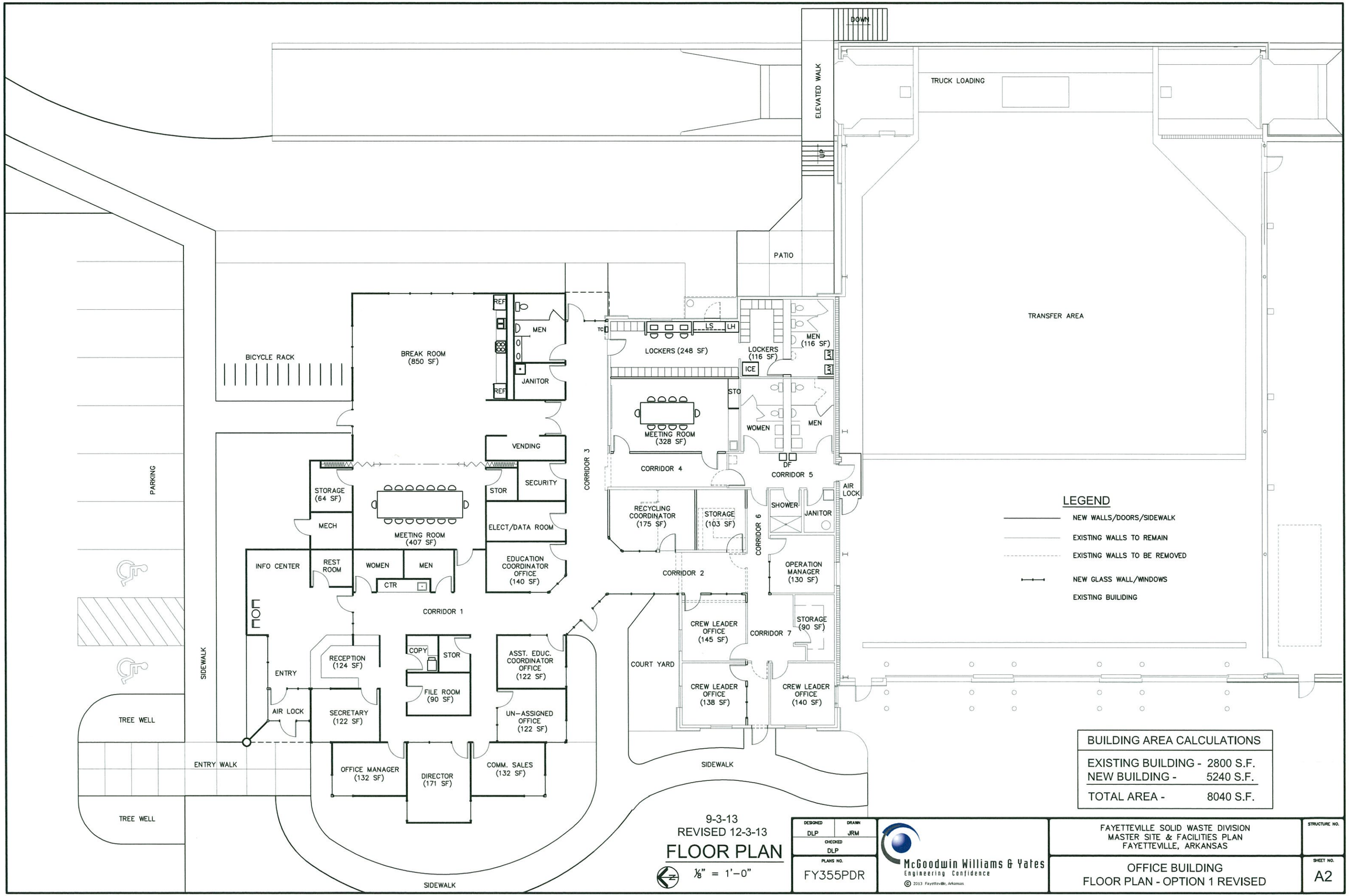
FAYETTEVILLE SOLID WASTE DIVISION
MASTER SITE & FACILITIES PLAN
FAYETTEVILLE, ARKANSAS

SITE PLAN - PACKAGE 1

STRUCTURE NO.

SHEET NO. C2

X:\Fayetteville\FY355 Solid Waste\PERCIVIL\FY355PACKAGE-1-SHEET.dwg, C2, 1/7/2014 12:03:24 PM, mckee, \\FP-SERVER\Xerox WorkCentre 7755 PS, Tabloid (11 x 17"), 1:2



BUILDING AREA CALCULATIONS	
EXISTING BUILDING -	2800 S.F.
NEW BUILDING -	5240 S.F.
TOTAL AREA -	8040 S.F.

9-3-13
REVISED 12-3-13

FLOOR PLAN

1/8" = 1'-0"

DESIGNED	DRAWN
DLP	JRM
CHECKED	
DLP	
PLANS NO.	
FY355PDR	

McGoodwin Williams & Yates
Engineering Confidence
© 2013 Fayetteville, Arkansas

FAYETTEVILLE SOLID WASTE DIVISION
MASTER SITE & FACILITIES PLAN
FAYETTEVILLE, ARKANSAS

OFFICE BUILDING
FLOOR PLAN - OPTION 1 REVISED

STRUCTURE NO.

SHEET NO.
A2

X:\Fayetteville\FY355 Solid Waste\PER\ARCH\FY355A2-16SCALE-OPTION-1-REVISION-2.dwg, A2-16 SCALE-OPTION-1 - REVISED, 12/20/2013 1:53:18 PM, mcklein, PDF995, Tabloid, 1:1

LEGEND

- NEW BUILDING
- NEW FENCE
- NEW GATE
- NEW ASPHALT PAVEMENT
- ROAD STRIPPING
- PARCEL LINE
- PROPOSED DECIDUOUS SHADE TREES
- NEW PERVIOUS GRAVEL PAVEMENT
- NEW SIDEWALK
- NEW STORM WATER MANAGEMENT/LANDSCAPE/EXHIBIT AREA

0 40 80 Feet

10-16-13
REVISED 12-3-13
REVISED 1-6-14

DESIGNED	DRAWN
ZL	JRM
CHECKED	
ZL	
PLANS NO.	
FY355PDR	

McGoodwin Williams & Yates
Engineering Confidence
© 2013 Fayetteville, Arkansas

FAYETTEVILLE SOLID WASTE DIVISION
MASTER SITE & FACILITIES PLAN
FAYETTEVILLE, ARKANSAS

SITE PLAN - OVERALL PACKAGE

STRUCTURE NO.

SHEET NO. C1

X:\Fayetteville\FY355 Solid Waste\PER\CIVIL\FY355-OVERALL-PACKAGE.dwg, C1, 1/7/2014 11:55:56 AM, mcskes, \\FP-SERVER\Xerox WorkCentre 7755 PS, Tabloid (11 x 17), 1:2

Handed Out at the City Council Meeting 3-4-14 Revised Memo

Smith, Sondra

From:	Becker, Paul
Sent:	Monday, March 03, 2014 12:36 PM
To:	Smith, Sondra
Subject:	Informational Change to the City Council Agenda Memo for item 2014-0092 Employee Compensation Recommendation 2014
Attachments:	Salary Increases for 2014.docx

Sondra
Would you send this revised City Council Memo to the Aldermen and substitute it for the original in the Agenda Packet? The estimated costs of this plan in future years is $824,000 for the General Fund and $1,233,000 for all funds. The amounts referenced in the original memo of $1,072,000 for the General Fund and $1,623,000 is incorrect. The future costs are much less than originally estimated because of the number of employees that would receive service awards that will not be included in their future salary base.
Thank You
Paul Becker

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
BUDGET & RESEARCH DIVISION
113 West Mountain Street
Fayetteville, AR 72701
P (479) 575-8347

CITY COUNCIL AGENDA MEMO

TO: Mayor Jordan and Members of the Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A Becker, Finance Director

DATE: 3/4/2014

SUBJECT: **Appropriation Authority for Employee Compensation Adjustments**

PROPOSAL:

As discussed during the 2014 Budget process, the Mayor is recommending a compensation package to the City Council based on the fiscal results of 2013 operations. The operating results from the fourth quarter of 2013 have been forecasted to be a net operating surplus of approximately $862,000 in the General Fund. The budget had originally been formulated on the use of $1.4 million of reserves.

This surplus was achieved through a combination of revenue increases and expense control. The Administration was able, through good management, to hold expenditures under budget. In addition revenues collected were over budget.

Other operating funds such as the Street, Water and Sewer and Solid Waste also showed positive numbers for the year.

The Mayor's Guiding Philosophy

- Recommendation supports on-going funding without risking future layoffs.
- Employees with at least six (6) months of service to the City qualify for an appropriate increase in compensation.

Based on these results, the Mayor is recommending the following compensation package to the Council:

- The plan would provide for step increases for uniformed personnel beginning 3/17/2014 keeping everyone in a step.
- The plan would provide for merit increases for other employees comparable to the amount provided to uniformed personnel, to be distributed based on merit.
- Amounts to merit employees will be based on performance as determined by the appropriate department/division head. These raises will go into effect beginning 3/17/2014.
- Employees at the top of their ranges will be eligible for a single year discretionary bonus.
- To be eligible merit employees must have completed at least six (6) months of service as of 03/31/2014.
- Uniformed personnel must have completed at least one year of service as of 3/31/2014 to receive a step increase.
- The 2014 cost of this plan is projected to be $804,000 in the General Fund. The 2014 cost for all funds would be $1,216,000.
- The on-going cost of the plan in future years will be $824,000 for the General Fund and $1,233,000 for all funds.

RECOMMENDATION:

The Mayors recommendation is for the City Council to appropriate funds to provide for the compensation package outlined above.

BUDGET IMPACT:
The impact of this proposal would be to increase the budgets for various funds as follows:

Funding Source	Budget Adjustment
1010 - General	$ 804,000
2100 - Street	90,000
2130 - Parking	10,500
2250 - Parks Development	36,000
2930 - Drug Law Enforcement	8,000
5400 - Water & Sewer	142,000
5500 - Solid Waste	83,000
5550 - Airport	15,000
9700 - Shop	27,500
Total	$ 1,216,000

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra E. Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
March 04, 2014

A meeting of the Fayetteville City Council will be held on March 04, 2014 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 4th Quarter 2013**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the February 18, 2014 City Council meeting minutes.

2. **Bid #13-57 Center Point Contractors, Inc.:** A resolution to award Bid #13-57 and to authorize a contract with Center Point Contractors, Inc. for the replacement of six (6) rolling service doors in the amount of $64,500.00 at the Noland Wastewater Treatment Plant and the Biosolids Management Site.

3. **Federal Aviation Administration Lease Agreement:** A resolution to approve a ten (10) year lease agreement for $31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team.

4. **Hazmat Services Revenue:** A resolution to approve a budget adjustment recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

5. **Bid #14-14 Tennant Sales and Service:** A resolution to award Bid #14-14 to Tennant Sales and Service of Minneapolis, Minnesota for the purchase of one Tennant S30 Sweeper in the amount of $44,291.00 for use by the Recycling and Trash Collection Division.

6. **Bid #14-15 Terex Sales and Service:** A resolution to award Bid #14-15 and authorize the purchase of one (1) 2015 Ford F550 Super Duty Pickup Truck with Reading Body and Auto Crane from Terex Utilities of North Little Rock in the amount of $77,777.00 for use by the Noland Wastewater Treatment Plant.

7. **Professional Turf Products:** A resolution to authorize the purchase of two (2) Toro Groundsmaster 400D Multi-Deck Mowers from Professional Turf Products of Lenexa, Kansas for the Parks Division in the amount of $112,088.66 plus any tax pursuant to the National IPA Contract #120535, and to approve a budget adjustment to move funds to the fleet expense account.

8. **Countryside Farm and Lawn:** A resolution to authorize the purchase of two (2) John Deere Mower-Conditioners from Countryside Farm and Lawn of Springdale, Arkansas for the Noland Wastewater Treatment Plant in the amount of $48,572.00 plus any applicable tax pursuant to an NJPA cooperative purchasing agreement.

9. **Scott Equipment:** A resolution authorizing the purchase of a Gradall XL4100 IV excavator truck from Scott Equipment of Springdale, Arkansas for the Transportation Division in the amount of $354,893.00 pursuant to an NJPA cooperative purchasing agreement.

10. **Crafton Tull & Associates:** A resolution to approve a contract with Crafton Tull & Associates in an amount not to exceed $83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

B. Unfinished Business:

1. **ADM 13-4331 Amend Chapters 151, 162, 163 and 164:** An ordinance to amend §164.10 Garage and/or Agricultural and Produce Sales; §161.10 (X) Unit 24 Home Occupation; §163.08 Home Occupations and §164.04 Urban Agriculture (fowl, bees, and goats) of the Unified Development Code. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

   Left on the First Reading

2. **Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals:** An ordinance to Amend §92.01 **Definitions,** §92.23 **Impoundment** and §92.24 **Redemption of Animals** of the Fayetteville Code to authorize the Animal Shelter to accept livestock and set the redemption fee for their release. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

   Left on the First Reading

C. Public Hearing:

1. **Piggy Back, LLC:** A resolution to grant a certificate of public convenience and necessity to Piggy Back, LLC for the operation of four (4) taxicabs in the City of Fayetteville.

D. New Business:

1. **2014 Overlay/Sidewalk Projects:** A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2014.

2. **Partners For Better Housing Workforce Housing:** A resolution to express the City Council's intent to sell a strip of land east of the new parking deck along School Avenue to Partners for Better Housing to screen the deck and provide workforce housing.

3. **2014 Employee Compensation Adjustment:** A resolution to approve a budget adjustment in the amount of $1,216,000.00 to fund the city-wide 2014 Employee Compensation Adjustment.

4. **Water and Sewer System Refunding Revenue Bonds, Series 2014:** An ordinance authorizing the issuance and sale of not to exceed $7,500,000 of Water and Sewer System Refunding Revenue Bonds, Series 2014, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Revenue Bonds, Series 2009; authorizing the execution and delivery of a Fourth Supplemental Trust Indenture pursuant to which the Series 2014 Bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the Series 2014 Bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2014 bonds; authorizing the execution and delivery of an Escrow Deposit Agreement providing for the redemption of the Series 2009 Bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

5. **McGoodwin, Williams and Yates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement with McGoodwin, Williams and Yates, Inc. for design services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements.

E. City Council Agenda Session Presentations:

1. **Urban Forestry Advisory Board Annual Report –** Don Steinkraus, UFAB Chair

2. **Economic Development Quarterly Report** – Chung Tan, Director of Economic Development

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 aids in a City Council meeting as part of their presentation.
> >
> > **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
>
> **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

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

City of Fayetteville Item Review Form

2014-0067

Legistar File Number

3/4/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Lynn Hyke

Submitted By

Utilities

Department

Action Required:

Approval of Bid #13-57 for the purchase and replacement of six (6) overhead rolling service doors from Center Point Contractors, Inc. for $64,500.00; three (3) for the Noland Wastewater Treatment Plant and three (3) for the Biosolids Management Site.

Does this item have a cost? Yes

$64,500.00	$166,000.00	Wastewater Treatment
Cost of this request	Category or Project Budget	Program or Project Name
5400.5100.5328.00 - 5400.5140.5328.00	$0.00	Wastewater Treatment
Account Number	Funds Used to Date	Program or Project Category
02032.1	$101,500.00	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

ENTERED 2/19/14

Previous Ordinance or Resolution # _____

Original Contract Number: _____

ENTERED 2/19/14

Comments:

Paul A. Becker

Don Marr

Lionel Jordan

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Lynn Hyke, Construction and Contract Manager
Fayetteville Water and Sewer Committee

Date: March 4, 2014

Subject: Approval of Bid #13-57 for the purchase and replacement of six (6) overhead rolling service doors from Center Point Contractors, Inc.; three (3) doors for the Noland Wastewater Treatment Plant and three (3) for the Biosolids Management Site.

RECOMMENDATION

City administration recommends approval of Bid #13-57 with Center Point Contractors, Inc. for the purchase and installation of six (6) overhead rolling service doors for a total of $64,500.00; three (3) doors are for the maintenance shop at the Noland Wastewater Treatment Plant and three (3) for the shop at the Biosolids Management Site.

BACKGROUND

The Noland Wastewater Treatment Plant and the Biosolids Management Site have a combined total of approximately 15 rolling service doors. A few of these doors have been replaced in the last five years, but the remaining doors are nearly twenty-five years old. These old doors are frequently in need of repair and critical replacement parts are no longer available, including gears, sprockets, etc. They also pose a safety concern when parts break and doors become uncontrollable.

DISCUSSION

The City received three bids on December 17, 2013. Center Point Contractors, Inc. submitted the lowest bid that meets specifications.

Bidder	Bid
Center Point Contractors, Inc.	$64,500.00
Roval Overhead Door, Inc.	$65,679.00
Overhead Door Company of Springdale, Inc.	$75,498.00

BUDGET IMPACT

Funds are available in the Wastewater Treatment Plant CIP – Building Improvement.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #13-57 AND TO AUTHORIZE A CONTRACT WITH CENTER POINT CONTRACTORS, INC. FOR THE REPLACEMENT OF SIX (6) ROLLING SERVICE DOORS IN THE AMOUNT OF $64,500.00 AT THE NOLAND WASTEWATER TREATMENT PLANT AND THE BIOSOLIDS MANAGEMENT SITE

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 #13-57 and authorizes the Mayor to sign a contract, a copy of which is attached as Exhibit "A", with Center Point Contractors, Inc. for the replacement of six (6) rolling service doors in the amount of $64,500.00 for the Noland Wastewater Treatment Plant and the Biosolids Management Site.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CONTRACT

Reference: Bid 13-57, Construction – Rolling Service Door Replacements
Vendor: Center Point Contractors, Inc.
Term: Single Project

This contract executed this _____ day of _____, 2014, between the City of Fayetteville, Arkansas, and **Center Point Contractors, Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Center Point Contractors, Inc.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 13-57 as stated in **Center Point Contractors, Inc.** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-57, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay **Center Point Contractors, Inc.** based on their bid proposal in an amount not to exceed **$64,500.00**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and **Center Point Contractors, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 13-57 with the specifications and conditions typed thereon.
   B. **Center Point Contractors, Inc.** bid proposal.
   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and **Center Point Contractors, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Center Point Contractors, Inc.**

5. **Center Point Contractors, Inc.** shall not assign its duties under the terms of this agreement.

6. **Center Point Contractors, Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Center Point Contractors, Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. **Center Point Contractors, Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Center Point Contractors, Inc.** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

EXHIBIT
A

Workers' Compensation	Statutory Amount
Comprehensive General & Automobile Insurance	
Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.
Property Damage Liability	$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Center Point Contractors, Inc.**

8. **Center Point Contractors, Inc.** to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or **Center Point Contractors, Inc.** with 30 days written notice.

10. This project shall be completed within ninety (90) calendar days from issue date of Notice to Proceed.

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

13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS_____DAY OF _____, 2014.

CENTER POINT CONTRACTORS, INC.

By: Richard Burleigh
Signature

Richard Burleigh Estimator
Printed Contractor Name & Title

ATTEST *(Signature)*

Bonnie Kincaid
Company Secretary *(Printed Name)*

Business Address

10316 E Hwy 72 Bentonville, AR 72712
City, State & Zip Code

Date Signed: 2-19-14

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

ATTEST: *(Signature)*

Sondra Smith, City Clerk

Date Signed: _____

BID: 13-57
Date: 12/17/13
Time: 2:00:00 PM

Fayetteville
ARKANSAS

City of Fayetteville, AR

Bid Tab 13-57, Construction - Rolling Service Door Replacements

DESCRIPTION	Center Point Contractors, Inc.			Overhead Door Company of Springdale, Inc.			Royal Overhead Door, Inc.		
Remove & Install Three (3) New 16'x14' Insulated Rolling Service Doors	MFG	Cornell		MFG	Overhead Door Corp.		MFG	Cookson Door	
	Model	Thermiser ESD20		Model	#625 RSX		Model	FCWI	
	Each	$	12,000.00	Each	$	13,983.00	Each	$	12,358.00
	SubTotal	*$*	*36,000.00*	*SubTotal*	*$*	*41,949.00*	*SubTotal*	*$*	*37,074.00*
Remove & Install Three (3) New 12'x14' Insulated Rolling Service Doors	MFG	Cornell		MFG	Overhead Door Corp.		MFG	Cookson Door	
	Model	Thermiser ESD20		Model	#625 RSX		Model	FCWI	
	Each	$	9,500.00	Each	$	11,183.00	Each	$	9,535.00
	SubTotal	*$*	*28,500.00*	*SubTotal*	*$*	*33,549.00*	*SubTotal*	*$*	*28,605.00*
Total Bid	Total Bid	$	64,500.00	Total Bid	$	75,498.00	Total Bid	$	65,679.00

P Vice
CERTIFIED: P. Vice, Purchasing Manager

Witness

12/17/13
DATE:

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
Bid Form

***Price shall include removal of old doors and hardware. The new rolling doors shall be installed with required hardware and guides. City shall be responsible for installing electrical circuit to each motor operator and wire in the 3 button control operator.**

Contract Name: Bid 13-57, Construction – Rolling Service Door Replacements
Bid Number 13-57

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Center Point Contractors
10316 East HWY 72
Bentonville, AR 72712

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number	Date

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

o.) As A bidder on this project, you are required to provide debarment/suspension certification indicating you are in compliance with the below Federal Executive Order. Submitting a bid shall indicate bidder is in compliance with the below Federal Executive Order:

a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 4 – Base Bid Price:

DATE REQUIRED FOR DOORS TO BE DELIVERED AND INSTALLED: 90 calendar days from Date of Order (as shown on Purchase Order)

F.O.B. City of Fayetteville Noland WWTF, 1400 N. Fox Hunter, Fayetteville, AR 72701
City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Remove & Install Three (3) New 16' x 14' Insulated Rolling Service Doors	3	$ 12,000.00	$ 36,000.00
	*MANUFACTURER: Cornell	MODEL: Thermiser ESD20		
2.	Remove & Install Three (3) New 12' x 13'-4" Insulated Rolling Service Doors	3	$ 9,500.00	$ 28,500.00
	*MANUFACTURER: Cornell	MODEL: Thermiser ESD20		
	*TOTAL BASE BID:			$ 64,500.00

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the specifications.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the

Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Center Point Contractors
Richard Burleigh

Phone No. 479-426-7373

FAX No. 479-451-8030

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 17th Date of December, 20 13.

Arkansas State Contractor License No. 0199160514.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: Center Point Contractors. (SEAL)

Date of Incorporation: 4-13-08

Type (General Business, Professional, Service, Limited Liability): General Business

By: X Shelli McDaniel
(Signature – attach evidence of authority to sign)

Name (type or printed): Shelli McDaniel

Title: President

(CORPORATE SEAL)

Business address: 10316 East HWY 72
Bentonville, AR 72712

Phone No.: 479.426.7373
FAX No.: 479.451.8030

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Center Point Contractors

BUSINESS ADDRESS: 10316 East HWY 72 Bentonville, AR 72712

NUMBER OF YEARS IN BUSINESS: 5 HOW LONG IN PRESENT LOCATION: 4

TOTAL NUMBER OF CURRENT EMPLOYEES: 31 FULL TIME 3 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3 FULL TIME 0 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. Flintco
COMPANY NAME
Springdale, AR 72762
CITY, STATE, ZIP
Patrick Horath
CONTACT PERSON
479-879-3371
TELEPHONE
8/1/13
DATE COMPLETED
Phorath@flintco.com
E-MAIL ADDRESS

2. Brinkmann Contractors
COMPANY NAME
Chesterfield, MO 63005
CITY, STATE, ZIP
Kyle White
CONTACT PERSON
314-974-4710
TELEPHONE
8/30/13
DATE COMPLETED
Kwhite@askbrinkmann.com
E-MAIL ADDRESS

3. Nabholz
COMPANY NAME
Rogers, AR 72756
CITY, STATE, ZIP
Theresa Ellis
CONTACT PERSON
479-659-7852
TELEPHONE
5/1/13
DATE COMPLETED
Theresa.Ellis@nabholz.com
E-MAIL ADDRESS

4. Flynn Construction
COMPANY NAME
Pittsburg, PA 15221
CITY, STATE, ZIP
Bill Dunlap
CONTACT PERSON
412-243-2483
TELEPHONE
Dec. 2012
DATE COMPLETED
Bdunlap@flynn-construction.com
E-MAIL ADDRESS

Project Manual

CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – ROLLING SERVICE DOOR REPLACEMENTS

BID # 13-57
Date: November 2013

Distribution of this entire bid is allocated by:
FILE 1 = Bid Specifications, includes Attachment A
FILE 2 = Attachment B, Project Drawings
**Additional files will be issued for Addendums*

Fayetteville ARKANSAS

Project Check List

Bid 13-57, Construction – Rolling Service Door Replacements

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- [x] 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- [ ] All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- [x] All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- [x] All bidders shall submit the following forms with each bid: Bid Pricing Form, Bid Proposal Form, & Vendor References.
- [x] All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- [x] All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
Advertisement

The City of Fayetteville is accepting bids from properly licensed firms for the replacement of rolling service doors. Questions should be addressed to Andrea Foren, Purchasing Agent at aforen@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received before **Tuesday, December 17, 2013 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after 2:00 PM at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

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

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

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

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids exceeding $20,000. Arkansas Department of Labor Prevailing Wage Rates shall apply as applicable.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Andrea Foren, CPPO, CPPB
479.575.8220
aforen@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Ad Date: 11/29/13 and 12/06/13

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.

b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.

c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

e. Bidders must have experience in providing products and/or services of the same or similar nature. Bidders are required to be on jobsite as scheduled and coordinated with the City. **Failure to show up as scheduled will subject bidder to disqualification for the remainder of the contract period.**

f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.

h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

i. **Bid Bond Requirement:** A cashier's check from a bank located in the State of Arkansas or job specific bid bond, payable to the City of Fayetteville, Arkansas in an amount not less than five (5) percent of the project amount is required for ALL bids submitted where to total sum **base bid is $20,000 or more.**

j. **Performance and Payment Bond Requirement:** In the event that a **single project,** as deemed by the City, is $20,000 or more, the awarded bidder will be responsible for providing the City with a 100% performance and payment bond PRIOR to any work being completed on such project. A 100% performance and payment bond shall be submitted **before** notice to proceed is given or any work is started on the project.

k. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

l. **All items and services bid shall meet the Arkansas Highway Department specifications for this bid.**

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this

project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

a. In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.

b. The City of Fayetteville reserves the right to accept or reject any or all bids.
c. The City of Fayetteville reserves the right to cancel the entire bid.
d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".

b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to verify receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all *qualified* small, minority and women's business enterprises to bid on and receive contracts for goods, services, and

construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women's business enterprises.

10. **PROVISION FOR OTHER AGENCIES:** N/A

11. **COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. **RIGHT TO AUDIT, FOIA, AND JURISDICTION:**

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

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

c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually

performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on bid pricing. Payments will be made within 30 days of accepted invoice unless the transaction is processed through Visa at no additional fee to the City of Fayetteville.

18. **CANCELLATION:**

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. **ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. **NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. **LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. **ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. **INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. **CERTIFICATE OF INSURANCE:**

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

This bid is considered a public improvement bid. Public improvement bids with a total of $20,000 or more shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	$250,000 each person $500,000 aggregate
Property Damage Liability:	$100,000 aggregate
General Liability:	$1,000,000 aggregate

26. **OTHER GENERAL CONDITIONS:**

a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b) Prices shall include all labor, bonds, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services specified. ***Sales tax shall be included in the bid price.*** Applicable Arkansas sales tax laws will apply to this bid. The City of Fayetteville is not exempt from sales tax.

c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**

i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.

l) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

m) Price shall include removal of old doors and hardware. The new rolling doors shall be installed with required hardware and guides. City will install electrical circuit to each motor operator and wire in the 3 button control operator.

n) Contractor shall be responsible for the removal of old doors and hardware. **The City of Fayetteville shall retain old doors and hardware.** The Contractor shall coordinate storage of the existing doors and hardware with the City of Fayetteville after removal.

o) ***Contractors may review the job site by scheduling a meeting. Please call the Noland WWTF at (479)443-3292.***

27. **ATTACHMENTS TO BID DOCUMENTS:**

a. Attachment A – Arkansas Department of Labor Prevailing Wage Determination
b. Attachment B – Project Drawings

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
Detailed Specifications

1. ***FURNISH AND INSTALL*** three (3) rolling service doors with requirements listed below:
   a. Doors shall be approximately 16' wide x 14' high, labeled 106B, 106C, and 107C on the drawings
   b. Manufactured by Mahon Door Corporation, or equal
   c. With ¾ HP 115 volt 1 phase motor operator
   d. Emergency hand chain operators
   e. Three button control stations
   f. Color shall be powder coat and match existing doors, (RAL #8011 powder coat, field verify)
   g. 24 gauge flat back face
   h. 22 gauge flat exterior face
   i. Polyisocynurate insulation having a density of 2 lbs per square foot
   j. Flame spread of no more than 25

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No.11053
SHANNON W. JONES
11/22/2013

2. ***FURNISH AND INSTALL*** three (3) rolling service doors with requirements listed below:
   a. Doors shall be approximately 12' wide x 13'-4" high, labeled 901D, 901E, and 901F on the drawings
   b. Manufactured by Mahon Door Corporation, or equal
   c. With ¾ HP 115 volt 1 phase motor operator
   d. Emergency hand chain operators
   e. Three button control stations
   f. Color shall be powder coat and match existing doors, (RAL #8011 powder coat, field verify)
   g. 24 gauge flat back face
   h. 22 gauge flat exterior face
   i. Polyisocynurate insulation having a density of 2 lbs per square foot
   j. Flame spread of no more than 25

3. ***WORK SHALL INCLUDE*** unless otherwise specified: removal of existing doors and hardware, preparation of openings, steel jambs or supports, trim, access panels, field or finish painting, wiring or disconnect switches for motor operated doors.

4. ***CURTAINS*** shall be formed of galvanized steel, aluminum, or stainless steel interlocking slats designed to withstand a windload of 20 pounds per square foot. Windlocks shall be furnished where required by opening span, or for heavier windload requirements. Steel slats shall be galvanized per ASTM standards, chemically treated for paint adhesion. Both ends of alternate slats to be equipped with endlocks. The bottom of each curtain shall be reinforced with two (2) steel, aluminum, or stainless steel angles of equal weight or extruded aluminum bottom bar assembly standard on all doors up to 16'-0" unless specified otherwise.

5. ***COUNTERBALANCE ASSEMBLY*** shall be furnished with oil tempered helical torsion springs having a 25% safety factor. Springs shall be fixed to tapered cast anchors, mounted on a single steel torsion rod. Torsion rod shall be attached to a spring adjusting wheel, adjustable

without removing the hood. Entire spring assembly shall be housed in a steel pipe shaft of proper diameter and thickness so not to exceed .03" of deflection per foot of span.

6. ***BRACKET PLATES*** shall be of steel plate with sealed ball bearings to support counterbalance assembly and door curtain. Brackets to form end closures and support hood.

7. ***HOODS*** shall not be less than 24 Gauge galvanized steel, aluminum, or stainless steel, contour to fit end brackets, and reinforced with stiffening beads at top and bottom edges.

8. ***GUIDES*** shall be fabricated of steel, aluminum, or stainless steel angles of not less than 3/16" thick. Depth of guides to be sufficient to retain curtain under windload specified. If windlocks are required, guides will be furnished with windlock retainers. Guides to be assembled with 3/8" bolts, bolted to jambs at spacing shall not exceeding 3'-0" on centers, bellmouths and door stops are incorporated into guide assemblies as standard.

9. ***OPERATION*** shall be motor operated with emergency hand chain and gear, maximum of 35 pounds of pull.

10. ***LOCKING*** shall be provided with provision for self-locking gearing on motor operated doors, with chain lock for emergency hand chain.

11. ***FINISH*** steel surfaces shall receive one shop coat of prime paint except galvanized surfaces, bearings, etc. For aluminum finish shall be mill, anodized, or duranodic. For stainless steel finish shall be mill, #4.

12. ***MOTOR OPERATIONS*** shall include high starting torque motor, reduction gearing, solenoid brake, limit switches for up and down door travel, emergency hand chain with electrical interlock to cut power to control switch when hand chain is engaged, magnetic relay starter with overload protection, internal pre-wiring to terminal block, three button station operating on a 24 volt control circuit. Motor is removable without affecting emergency hand chain operation. Motor Operator ¾ HP 115 volt 1 ph, continuous duty industrial motor, 2 year warranty (year mechanical parts), full over load protection. Worm gear in oil bath reducer. 24 volt fused control circuit. Fully adjustable rotary limit switches. Submit wiring diagram per manufacturer's recommendations.

13. ***SLOPING BOTTOM BARS*** shall be furnished as indicated to suit sloped sill conditions.

14. ***SHOP COAT.*** Curtain and hoods shall be shop primed in addition to non-galvanized surfaces. RAL 38011 powder coating as finish coat (field verify).

15. ***GALVANIZING*** shall be applied to guides, brackets and pipe shafting in addition to galvanized parts provided in standard specifications.

16. ***INSULATED SLATS*** shall be double faced galvanized and prime painted #4 slat with polyisocynurate.

17. ***STOPLOCK SAFETY BEARING*** shall be furnished on motor operated doors to prevent doors from falling due to damage to motor operator, drive chain or pipe shaft.

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Center Point Contractors, Inc.

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

as Obligee, hereinafter called the Obligee, in the sum of

*** Five Percent of the Bid Amount*****, Dollars ($*** 5 %***)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Construction--Rolling Service Door Replacements

Bid Date: 12/17/2013

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of December, 2013.

Witness

Center Point Contractors, Inc.
Principal

Title (Seal)

Granite Re, Inc.

Billy Eugene Bennett, Jr. Attorney in Fact (Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257

KATHLEEN K. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 17th day of December, 2013.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

License No. 0199160514

State of Arkansas

Contractors Licensing Board

CENTER POINT CONTRACTORS, INC.
10316 EAST HWY 72
BENTONVILLE, AR 72712

This is to Certify That CENTER POINT CONTRACTORS, INC.

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

with the following suggested bid limit $1,950,000

from April 12, 2013 **until** May 31, 2014

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:

Cecil L. Malone

CHAIRMAN

SECRETARY

April 12, 2013

OP ID: DP

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/17/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Walker Bros. Insurance, Inc.
P.O. Box 7570
Springdale, AR 72766-7570
Gene Bennett

479-306-4677
479-306-5110

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: CENPO-1

INSURED
Center Point Contractors, Inc.
Shelli McDaniel
10316 East Highway 72
Bentonville, AR 72712

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Co.	10677
INSURER B: Accident Fund	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			CPP 3657280	12/14/12	12/14/13	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CPP 3657280	12/14/12	12/14/13	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
								$	
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			CPP3657280	12/14/12	12/14/13	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCV6087332	12/31/12	12/31/13	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Leased/Rented Equipment			CPP 3657280	12/13/12	12/14/13	Limit		75,000
							Deductib		500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

BRINKMA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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: 3/4/2014
P.O Number:	Expected Delivery Date:
Vendor #:	Vendor Name: Center Point Contractors, Inc.
Mail Yes:__ No:____	
Address: 10316 East Highway 72	Fob Point: Noland WWTP and Biosolids Manage
Taxable Yes:__ No:____	Quotes Attached Yes:_____ No:_____
City: Bentonville	State: AR
Zip Code: 72712	Ship to code: 72701
Divison Head Approval:	
Requester:	Requester's Employee #: OMI
Extension: 479-443-3292 ext 6782	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Cornell Thermiser ESD20 16'x14' Insulated Rolling Service Door	3	EA	10,933.94	$32,801.82	5400.5800.5801.00	02032		
2	Cornell Thermiser ESD20 12'x13'-4" Insulated Rolling Service Door	3	EA	8,656.04	$25,968.12	5400.5800.5801.00	02032		
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$58,769.94
Tax:	$5,730.07
Total:	$64,500.01

Approvals:

Mayor: _____ Department Director:_____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager:_____

Dispatch Manager:_____ Utilities Manager:_____ Other:_____

City of Fayetteville Item Review Form

2014-0071

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Ray M Boudreaux
Submitted By

Transportation Services
Department

Action Required:

A Resolution to Lease real property at the Drake Field Airport to the Federal Aviation Administration (FAA).

Does this item have a cost? No

$0.00	$2,406,200.00	Airport revenue
Cost of this request	Category or Project Budget	Program or Project Name
5550.0955.4455.00	$291,649.00	Chgs-Serv
Account Number	Funds Used to Date	Program or Project Category
	$2,114,551.00	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

Previous Ordinance or Resolution # 103-04

Original Contract Number:

ENTERED 2/13/14

ENTERED

Comments:

Paul A. Becker

City Council Meeting of: March 4, 2014
Legistar File Number: 2014-0071

Fayetteville ARKANSAS
AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director

DATE: February 5, 2014

SUBJECT: Approval of Lease renewal with the FAA for their Facilities Maintenance Building located at 4370 S School. Signature of the Mayor and City Clerk.

RECOMMENDATION: Approve lease agreement with the FAA for facilities located at 4370 S. School for use by their Facilities Maintenance Team. Signature of the Mayor and City Clerk.

BACKGROUND: The FAA has leased this building from the City since 1995 for the Facilities Maintenance Team. This team maintains FAA equipment and airport systems for all airports in the 4 state area. There will not be an increase in the lease rate per the FAA's request. The rate for the lease is very near the market rate and thus would not require an increase. The building rents for $31,020.00 a year or $2,585.00 per month or $14.07 per square foot per year. We will replace the roof on the building this year and replace the VCT tile in the building as it is starting to come up. Total revenue over the 10 years of this lease is $310,200.00. There are no significant changes to the lease although the form has changed since it was last renewed. I have made some pen and ink changes with agreement of the contracting officer where items had been changed from the last lease. I have included two copies of the new lease and a copy of the lease currently in force for comparison. The new lease will be in force October 1, 2014.

BUDGET IMPACT: FAA pays $2,585.00 per month to lease the building for the Facilities maintenance Team.

Attachments: Staff Review
New lease
Current Lease

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE AR 72701
479.718.7642 • 479.718.7646 FAX • www.accessfayetteville.org/government/aviation
airport_economic_development@ci.fayetteville.ar.us

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A TEN (10) YEAR LEASE AGREEMENT FOR $31,020.00 PER YEAR WITH THE FEDERAL AVIATION ADMINISTRATION FOR A FACILITY AT 4370 S. SCHOOL AVENUE FOR USE BY ITS FACILITIES MAINTENANCE TEAM

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 ten (10) year lease agreement for $31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team and hereby authorizes the Mayor or his designee to execute the same. A copy of the lease agreement is attached as Exhibit "A."

PASSED and **APPROVED** this 4th day of March, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SMALL LEASE for REAL PROPERTY

Lease No: DTFACN-14-L-00099
(FYV) SSU
Fayetteville, Arkansas

1. THIS LEASE (9/98), entered into by and between CITY OF FAYETTEVILLE, ARKANSAS, whose interest in the property hereinafter described is that of OWNER, hereby referred to as LESSOR, and the UNITED STATES OF AMERICA, hereinafter referred to as the GOVERNMENT or FAA:

WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises:

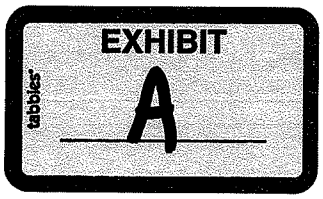
Approximately 2,205 square feet of floor space in a free-standing masonry and brick building located at Fayetteville Municipal Airport (Drake Field). Said building is more particularly shown in Exhibit "A," floor plan, dated December 15, 1993, attached hereto and made a part hereof. PARKING: Fourteen (14) general parking spaces for Government-owned vehicles and Government employees, with one space designated for handicapped. Leased premises are to be utilized for the System Support Unit (SSU) Office of the Federal Aviation Administration.

3. TERM (1/01) - To have and to hold, for the term commencing on October 1, 2014 and continuing through September 30, 2024 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds **LEASE No: DTFASW-05-L-00043**, which expires on September 30, 2014.

4. HOLDOVER - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises.

5. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, by giving at least 30 days' notice in writing to the LESSOR. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.



Lease No. DTFACN-14-L-00099
(FYV) System Support Unit (SSU)
Fayetteville, Arkansas

6. RENTAL (10/96) - Rent in the amount of $31,020.00 per annum payable at a rate of $2,585.00 per month will be payable to the LESSOR in arrears without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the date an electronic funds transfer is made. Rent for a period of less than a month will be prorated.

7. SERVICES AND UTILITIES – The following services and utilities, as well as any additional services and utilities described in Attachment A, will be provided by LESSOR as part of rent. Services will be Building Standard, unless a different level of service is prescribed elsewhere in the lease. (10/96)

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

ELECTRICITY
WATER (hot & cold)
~~CHILLED DRINKING~~ WATER
HVAC 68 to 74 DEG. F
GROUND MAINTENANCE
~~WINDOW WASHING Frequency washed twice yearly.~~
INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
~~CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting~~
every ~~5 years~~ or when the following happens:
1) Backing ~~or underlayment~~ is exposed.
2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)
If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The LESSOR will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

THE GOVERNMENT WILL CONTRACT JANITORIAL SERVICE SEPARARTELY & BILL DIRECTLY TO THE GOVERNMENT FOR LEASED PREMISES.

8. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally

hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03)-All contract disputes under or related to this lease will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. §46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted. All Contract Disputes will be in writing and will be filed at the following address:

> Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,Washington, DC 20591, Telephone: (202) 267-3290, Facsimile: (202) 267-3720.

A lease dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's administrators, successors, and assigns.

g. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

h. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.

Lease No. DTFACN-14-L-00099
(FYV) System Support Unit (SSU)
Fayetteville, Arkansas

DEFAULT BY LESSOR (10/96)
COMPLIANCE WITH APPLICABLE LAWS (10/96)
OFFICIALS NOT TO BENEFIT (10/96)
COVENANT AGAINST CONTINGENT FEES (8/02)
ANTI-KICKBACK (10/96)
EXAMINATION OF RECORDS (10/96)
ASSIGNMENT OF CLAIMS (10/96)
SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)
INTEGRATED AGREEMENT (10/96)
EQUAL OPPORTUNITY (10/96)
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)
SEISMIC SAFETY FOR EXISITING BULDINGS (10/12)
CONTRACTOR PAYMENT INFORMATION – NON-SAM (1/13)
EFT (10/06)

8. NOTICES (10/96):
All notices/correspondence shall be in writing, referenced the lease number, and be addressed as follows:

TO LESSOR:
City of Fayetteville, Arkansas
4500 S. School, Suite F
Fayetteville, AR 72701

TO GOVERNMENT:
DOT/Federal Aviation Administration
Real Estate and Utilities Group, ASW-53
2601 Meacham Blvd.
Fort Worth, TX 76137

9. ATTACHMENTS (8/02) - See herein attached - Attachment A for Small Lease
Exhibit A – Floor Plan

IN WITNESS WHEREOF, the parties hereto have signed their names:

Lease No. DTFACN-14-L-00099
(FYV) System Support Unit (SSU)
Fayetteville, Arkansas

CITY OF FAYETTEVILLE, ARKANSAS	SIGNATURE OF OWNER	DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
JANA C. BLANCO NAME OF REAL ESTATE CONTRACTING OFFICER	SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	DATE

MUNICIPAL CERTIFICATE

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, _____, certify that I am the _____ of
(Name) (Title)

the_____ named in the foregoing agreement, that

_____ who signed said agreement on behalf of said Public
(Name of Person Executing Lease)

Authority, was then _____ of that Public Authority and said agreement
(Executing Person's Title)

was duly signed for and in behalf of said _____by authority

of its governing body, and is within the scope of its powers.

Dated this _____day of_____, 2014.

Signed by _____

Authority Seal

Lease No. DTFACN-14-L-00099
(FYV) System Support Unit (SSU)
Fayetteville, Arkansas

ATTACHMENT A

for Small Lease

LEASE No: DTFACN-14-L-00099

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)
Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes will be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the LESSOR will coordinate with the FAA during the work so that proper requirements are met.

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (4/12)
The facility, its systems and appurtenances must be in compliance with the following fire protection and life safety requirements (FLS):

1. State and local building codes in affect at the time of construction or most recent modification, whichever is later.
2. State and local fire safety and fire prevention codes.
3. National Fire Protection Association, Life Safety Code (NFPA 101), latest edition at the time of lease signing.
4. All Occupational Safety & Health Administration requirements including 29 CFR 1910 and 29 CFR 1960, and their associated agreements.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the FAA , the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be documented by a Fire Protection Engineer and presented to the FAA for review and concurrence.

The specific list of requirements identified in items C1 (1 through 4 above) includes:

1. Federal Aviation Administration Order including:
   a. FAA Order 3900.19B, FAA Occupational Safety and Health Program
2. FLS Codes Promulgated by the International Code Congress including:
   a. International Building Code
   b. International Fire Code
   c. International Mechanical Code
3. National Fire Protection Association Codes & Standards including:

a. NFPA 10: Standard for Portable Fire Extinguishers
b. NFPA 13: Standard for the Installation of Sprinkler Systems
c. NFPA 14: Standard for the Installation of Standpipe Systems
d. NFPA 20: Standard for the Installation of Stationary Fire pumps
e. NFPA 24: Standard for the Installation of Private Fire Service mains and Their Appurtenances
f. NFPA 70: National Electrical Code
g. NFPA 72: National Fire Alarm and Signaling Code
h. NFPA 75: Standard for the Protection of Information Technology Equipment
i. NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems
j. NFPA 92: Standard for Smoke Control Systems
k. NFPA 101: Life Safety Code
l. NFPA 110: Standard for Emergency and Standby Power Systems

4. Occupational Safety & Health Administration regulations including:
   a. OSHA 29 CFR 1910, Occupational Safety and Health Standards (including Subpart E, Exit Routes and Emergency Planning, & Subpart L, Fire Protection
   b. OSHA / FAA Agreement titled FAA Alternate Standard for Fire Safety in Airport Traffic Control Towers, (1998 signature date) (a.k.a. 1960.20)

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease. If construction or modifications to the leased premises are undertaken at any time during the term of this Lease, all fire protection and life safety systems must be brought into compliance according to the then-current edition of NFPA and local codes and standards.

The building shall, as required by applicable codes, be equipped with automatic sprinklers which conform to NFPA No. 13; be maintained by the Lessor in accordance with NFPA No. 25 ; be electrically supervised and monitored; and shall have water-flow alarm switches connected to automatically notify the local fire department or central station (NFPA No. 72). Notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of local code requirements, when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

A manual fire alarm system must be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 72 (National Fire Alarm and Signaling Code) under the following circumstances:

1. Occupancy of the space is by 10 or more persons, or
2. Space is more than 1000 square feet in area, or
3. Building is three (3) or more stories in height, or
4. Building contains more than 50,000 square feet gross floor area.

The fire alarm system wiring and equipment must be electrically supervised and equipped with an automatic fire department notification system, and must conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations and must meet performance requirements of NFPA 92.

Fire-safety mechanisms, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Professional Fire Protection Engineer, licensed in the subject property's state.
Portable fire extinguishers matching the hazards accommodated by the lease must be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No.10.
When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for:

1. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan (FPP)
2. Publishing and making copies of the EAP and FPP available to all FAA leased space occupants
3. Conducting fire evacuation drills, at least annually
4. Conducting review and modification of the EAP and FPP at least annually
5. Inviting FAA representation in development, review and modification of the EAP and FPP

The FAA facility manager shall be responsible for the development of the tenant specific EAP and FPP for their lease space and in single tenant buildings.

B2-Halon (4/12)
Halon must not be used as a fire extinguishing system in any FAA leased space.

B3-Indoor Air Quality (4/12)
The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO2 - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality.*

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided to the FAA facility manager as well as a copy sent to the RECO for all cleaning solutions used in the FAA spaces.

B4 - Electrical Safety (4/12)

The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

1. 29 CFR 1910, Subpart S, *Electrical*
2. FAA Standard HF-STD-001, *Human Factors Design Standard,* Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*
5. NFPA 70E, *Electrical Safety in the Workplace*
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
7. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols.*

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) *Z53, Series of Standards for Safety Signs and Tags.*

B5 – EOSH Requirements (4/12)

The Lessor shall provide space, services, and equipment that comply with the following:

1. 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*
2. FAA Order 3900.19B, *FAA Occupational and Health Program*
3. FAA Standard HF-STD-001, *Human Factors Design Standard*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*, and NFPA 70E, *Electrical Safety in the Workplace*
5. Relevant fire codes and building codes

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, *Specifications for Accident Prevention Signs and Tags*, FAA HF-STD-001, *Human Factors Design Standard*, Chapter 12.16, Safety Labels and Placards, and American National Standards Institute (ANSI) Z535.4, *Product Safety Signs and Labels.*

All equipment described herein shall be designed and installed to be free of mechanical hazards that may injure personnel (sharp projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

B6 – Fall Protection (4/12)
The Lessor shall ensure proper fall protection safety systems (railings, toe boards, etc.) are in place for all work areas where FAA personnel are required to perform work at four feet or more above the next lowest level (platforms, catwalks, etc.), in accordance with FAA Order 3900.19B, *FAA Occupational Safety and Health Program*, Chapter 10, 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926, *Safety and Health Regulations for Construction*.

B7 – Hazardous Materials (4/12)
The facility and equipment provided by the Lessor shall minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, *Prevention, Control, and Abatement of FAA Environmental Pollution*; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, *Protection of Stratospheric Ozone*; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, *Asbestos*, and FAA Order 1050.20A, *Airway Facilities Asbestos Control Program*.

B8 – Seismic Safety for Equipment (4/12)
The lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

B9-OSHA Requirements (10/96)
The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B10-Radon (10/96)
Radon levels in leased premises to the FAA will not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the LESSOR will develop and promptly implement a plan of corrective action.

B11-Refrigerants (8/02)
The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B12-Warranty Of Space (4/12)
A. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the

building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.

B. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

C. If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make the required correction and do any of the following: a.) charge to the Lessor the costs occasioned to the FAA; b.) withhold the costs from the rent; or c.) terminate the lease agreement. Any such termination of the Lease pursuant to this provision shall be at no cost to FAA.

D. The rights and remedies of the FAA in this clause are not exclusive, and are in addition to any other rights and remedies provided by law and under this contract.

E. Definitions.

1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

Lease No. DTFACN-14-L-00099
(FYV) System Support Unit (SSU)
Fayetteville, Arkansas

III. SECTION C MISCELLANEOUS

C1 - Non-Restoration (10/96)

The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 - Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

IV. SECTION D SECURITY REQUIREMENTS

D1 - Facility Security (4/12)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:
Contact your local Servicing Security Element (SSE) at 405-954-0135 for a list of your security requirements. The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

D2 – Contractor Personnel Suitability Requirements (4/12)

A. This clause applies to the extent that this lease requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

1. Facilities;
2. Sensitive information; and/or;
3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
   Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

B. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease.

C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the RECO a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each lease may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password. The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations it determines necessary. This lease may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.
For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Lease No. DTFACN-14-L-00099
(FYV) System Support Unit (SSU)
Fayetteville, Arkansas

Headquarters Contracts:
Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:
Manager, Personnel Security ASW-750
FAA Southwest Regional Office
2601 Meacham Blvd.
Fort Worth, Texas 76137

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

D. The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

E. The RECO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at its own expense. Once action has been taken, the contractor will report the action to the RECO and SSE.

F. No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

G. The contractor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the lease. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

H. The RECO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

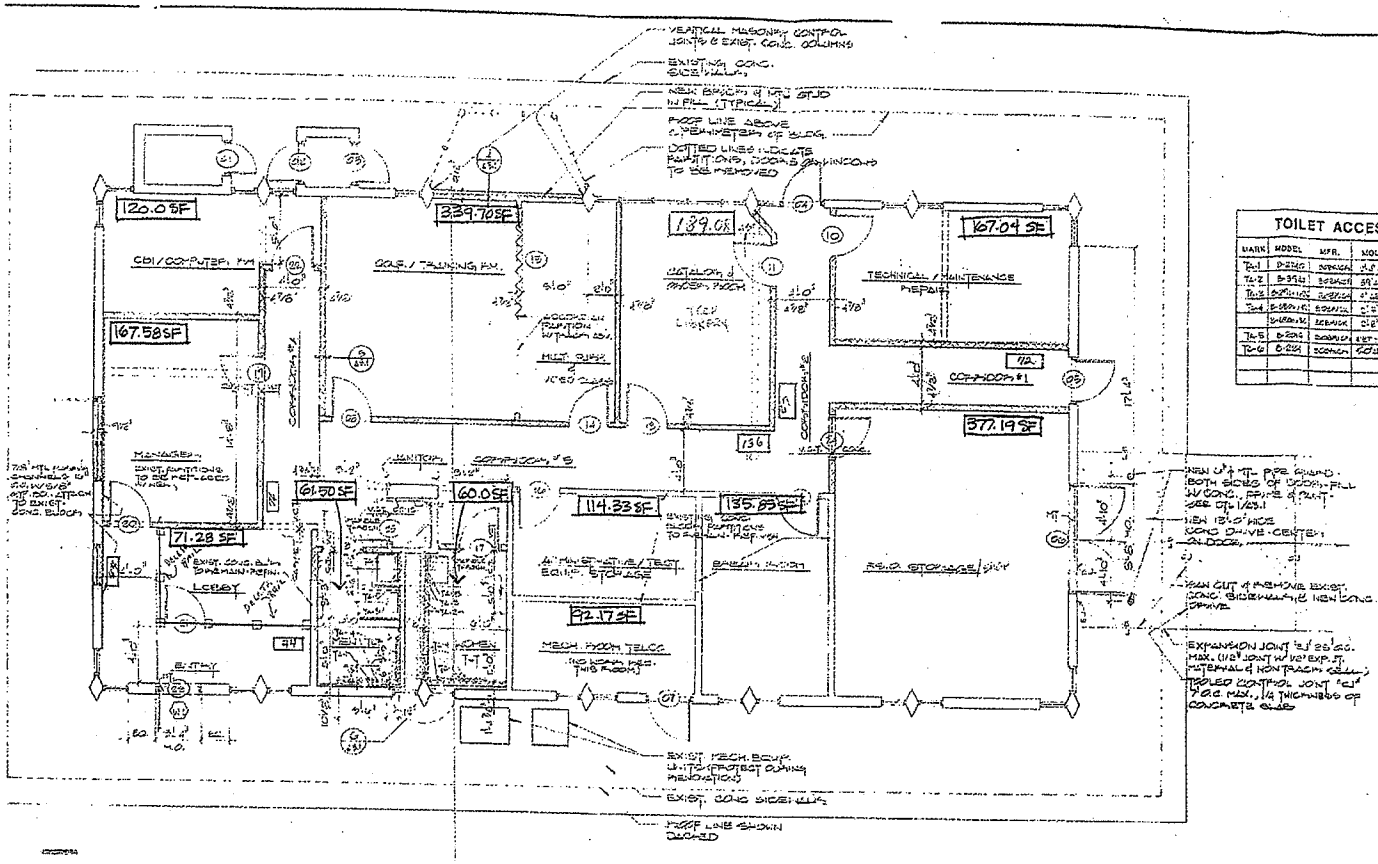
I. The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

J. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease.

K. If subsequent to the effective date of this lease, the security classification or security requirements under this lease are changed by the Government and if the changes cause an increase or decrease in direct lease costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment.

L. The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (K) but excluding any reference to the Changes clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

M. Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.



TOILET ACCESSORY SCHEDULE

MARK	MODEL	MFR.	MOUNT. HT.	DESCRIPTION
TA-1	B-2740	BOBRICK	4'-0" AFF TO C/L	DOUBLE PAPER HOLDER.
TA-2	B-3944	BOBRICK	39" AFF TO TOP	RECESSED PAPER TOWEL DISP.
TA-3	B-290	BOBRICK	4'-0" AFF	TWIN HANGER SANITARY NAPKIN
TA-4	B-2806	BOBRICK	2'-0" AFF TO C/L	HORIZ. GRAB BAR.
	B-6806	BOBRICK	2'-0" AFF TO C/L	HORIZ. GRAB BAR.
TA-5	B-2292	BOBRICK	6'-8" - MAX. CLEAR	60" DIAG. & ANGLE SUPPORT ON WALL
TA-6	B-254	BOBRICK	60" AFF TO TOP	MOP & BROOM HOLDER.

FLOOR PLAN – REMODEL

SCALE: 1/4" = 1'-0"

NOTE: REFER TO SHT. A3.1 FOR MARBLE THRESHOLD & CARPET BORDER DETAILS. PROVIDE VINYL TRANSITION STRIP & V.C.T. @ CONCRETE.

Lease NO. DTFACN-14-L-00099
Exhibit A

HENBERG, DELONY & DAVIDSON, INC.

DATE: 12-15-93
REVISIONS
CONTENTS
J.O. DESIGN NO.: 93038

PROJECT TITLE
FAYETTEVILLE MUNICIPAL AIRPORT
RENOVATION OF F.S.S. BLDG. & REROOFING OF F.S.S. & F.B.O. BLDGS.

FLOOR PLAN – REMODEL

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Building Name: _____

Street Address: 4370 S. School

City: Fayetteville, AR, State: AR Zip Code 72701

Approximate outside dimensions of building: 72' x 36'

Square footage of building 2592 SF, Square footage of proposed space 2205.05 SF

Total number of floors in building 1, Floors proposed space is on 1

Year Building constructed _____, Year of last major renovation FEB, 1995

INSTRUCTIONS: Complete the following information that applies to the building being offered for lease to the Government.

CHECK ALL OF THE FOLLOWING INFORMATION THAT APPLIES:

Security

☐ No Provisions ☒ Secure Building ☐ Alarm System ☐ Guard

☐ Controlled Entry ☐ Other, INSIDE AIRPORT perimeter Fence

Emergency Illumination:

☒ In Space offered ☐ In corridors ☐ In Stairwells

Building structural support

☐ Combustible (Timber, wood, etc.)

☒ Noncumbustible (Concrete, steel, masonry, etc.)

Other types of uses present in the building (check all that apply): N/A

☐ Restaurants ☐ Storage ☐ Manufacturing ☐ Other, describe _____

☐ Laboratories ☐ Retail ☐ Industrial _____

Vertical openings between two or more floor: N/A

Stairs (check one): ☐ Open ☐ Enclosed with doors

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Shafts (check one) ☐ Open ☐ Enclosed with doors;_____

Other (check one) ☐ Open ☐ Enclosed with doors;_____

Sprinklers

☒ None ☐ Corridors only ☐ All but corridors & lobbies ☐ Total Building

☐ Other, describe locations_____

Fire fighting capability:

☐ None ☒ Fire Extinguishers ☐ Standpipes

☐ Other,_____

Fire Alarm:

☒ None ☐ Building Alarm **(check all that apply)**: ☐ Audible ☐ Visual

☐ Automatic Fire Dept. Notification

Smoke Detectors:

☒ None ☐ All Corridors ☐ Total Building ☐ Other, _____

Wall Interior Finishing in space being offered for lease:

☒ Painted walls of plaster, sheetrock, or masonry ☐ Wallpaper or vinyl wall covering

☐ Cloth or corkboard ☐ Wood paneling

☐ Other,_____

Emergency Egress **(Note - attach a sketch of the floor plan that shows the means of egress)**

☒ Two means of egress from the space offered for lease.

☐ Exit signs for each route.

☐ Some or all space offered is above or below grade level

If , so complete the following for applicable stairwells that are a part of the emergency egress routes from

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

above or below grade space offered:

☐ Fire rated construction ☐ Stairwell doors that open in direction of egress

☐ Discharge Outside or into a protected fire corridor that discharges outside

☐ Emergency Lighting in Stairwell ☐ Stairwell doors have automatic door closers & latch

☐ All stairwells have adequate handrails

Asbestos:

☒ **None** ☐ **Nonfriable:**
Locations_____

☐ **Friable:**
Locations_____

☐ **If asbestos is present, an active asbestos management program is in place.**

PCB's :

☒ **None** ☐ **present:**
locations_____

Radon:

☒ **None** ☐ **Last test under 4.0 picocuries per milliliter (Date tested & results)**_____

Air Quality:

☒ **Air quality in space offered meets all EPA guidelines for clean air.**

☐ **Air quality in space does not meet EPA guidelines for clean air in the following areas:**_____

Drinking Water:

☒ **Drinking water meets all EPA guidelines for drinking water**

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

☐ Drinking water does not meet EPA guidelines in the following areas:_____

☐ Contamination suspected on or in proximity of the site (if yes, describe below):

_____

_____

This information provided by the offeror on this form are materiel facts and representations upon which the Government relies upon for making an award. The Government has the right to require remedy if the information is in anyway misrepresented, or inaccurate. The Owner or Authorized representative certifies that all the features described above are in operating order and properly maintained.

OWNER OR AUTHORIZED REPRESENTATIVE NAME AND ADDRESS:

Ray M Bowersock

Director of Aviation

4500 S. School Suite F

Fayetteville, AR 72701

SIGNATURE: [signature] DATE: 2/6/2014

ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at 4370 S. School Road, Hwy 71 South, Fayetteville, AR. 72701.

Complete This Section:

X Leased building and premises are fully compliant with ABAAS section F202.6.

OR

____Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

OR

____Leased building and premises will be compliant with ABAAS by _____ (date).

Lessor shall ensure completion.

OR

Building and premises are exempt from ABAAS as described below.

_____ Facility is unmanned.

_____ ABAAS waiver from GSA Administrator is on file.

_____ Other

LESSOR:

2/6/2014

Date:

FEDERAL AVIATION ADMINISTRATION

_____ _____

Contracting Officer Date:

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Building Name: _____

Street Address: 4370 S. School

City: Fayetteville, AR, State: AR Zip Code 72701

Approximate outside dimensions of building: 72' x 36'

Square footage of building 2592 SF, Square footage of proposed space 2205.05 SF

Total number of floors in building 1, Floors proposed space is on 1

Year Building constructed _____, Year of last major renovation FEB, 1995

INSTRUCTIONS: Complete the following information that applies to the building being offered for lease to the Government.

CHECK ALL OF THE FOLLOWING INFORMATION THAT APPLIES:

Security

☐ No Provisions ☒ Secure Building ☐ Alarm System ☐ Guard

☐ Controlled Entry ☐ Other, INSIDE AIRPORT PERIMETER FENCE

Emergency Illumination:

☒ In Space offered ☐ In corridors ☐ In Stairwells

Building structural support

☐ Combustible (Timber, wood, etc.)

☒ Noncumbustible (Concrete, steel, masonry, etc.)

Other types of uses present in the building (check all that apply): N/A

☐ Restaurants ☐ Storage ☐ Manufacturing ☐ Other, describe _____

☐ Laboratories ☐ Retail ☐ Industrial _____

Vertical openings between two or more floor: N/A

Stairs (check one): ☐ Open ☐ Enclosed with doors

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Shafts (check one) ☐ Open ☐ Enclosed with doors;_____

Other (check one) ☐ Open ☐ Enclosed with doors;_____

Sprinklers

☒ None ☐ Corridors only ☐ All but corridors & lobbies ☐ Total Building

☐ Other, describe locations_____

Fire fighting capability:

☐ None ☒ Fire Extinguishers ☐ Standpipes

☐ Other,_____

Fire Alarm:

☒ None ☐ Building Alarm (**check all that apply**): ☐ Audible ☐ Visual

☐ Automatic Fire Dept. Notification

Smoke Detectors:

☒ None ☐ All Corridors ☐ Total Building ☐ Other, _____

Wall Interior Finishing in space being offered for lease:

☒ Painted walls of plaster, sheetrock, or masonry ☐ Wallpaper or vinyl wall covering

☐ Cloth or corkboard ☐ Wood paneling

☐ Other,_____

Emergency Egress **(Note - attach a sketch of the floor plan that shows the means of egress)**

☒ Two means of egress from the space offered for lease.

☐ Exit signs for each route.

☐ Some or all space offered is above or below grade level

If , so complete the following for applicable stairwells that are a part of the emergency egress routes from

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

above or below grade space offered:

☐ Fire rated construction ☐ Stairwell doors that open in direction of egress

☐ Discharge Outside or into a protected fire corridor that discharges outside

☐ Emergency Lighting in Stairwell ☐ Stairwell doors have automatic door closers & latch

☐ All stairwells have adequate handrails

Asbestos:

☒ **None** ☐ **Nonfriable:**
Locations_____

☐ **Friable:**
Locations_____

☐ **If asbestos is present, an active asbestos management program is in place.**

PCB's :

☒ **None** ☐ **present:**
locations_____

Radon:

☒ **None** ☐ **Last test under 4.0 picocuries per milliliter (Date tested & results)**_____

Air Quality:

☒ **Air quality in space offered meets all EPA guidelines for clean air.**

☐ **Air quality in space does not meet EPA guidelines for clean air in the following areas:**_____

Drinking Water:

☒ **Drinking water meets all EPA guidelines for drinking water**

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

☐ Drinking water does not meet EPA guidelines in the following areas:_____

☐ Contamination suspected on or in proximity of the site (if yes, describe below):

_____

_____

This information provided by the offeror on this form are materiel facts and representations upon which the Government relies upon for making an award. The Government has the right to require remedy if the information is in anyway misrepresented, or inaccurate. The Owner or Authorized representative certifies that all the features described above are in operating order and properly maintained.

OWNER OR AUTHORIZED REPRESENTATIVE NAME AND ADDRESS:

Ray M. Bonneau

Director of Aviation

4500 S. School Suite F

Fayetteville, AR 72701

SIGNATURE: [signature] DATE: 2/6/2014

ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at 4370 S. School Road, Hwy 71 South, Fayetteville, AR. 72701.

Complete This Section:

X Leased building and premises are fully compliant with ABAAS section F202.6.

OR

____Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS – For post 5/8/2006 construction only.

OR

____Leased building and premises will be compliant with ABAAS by _____ (date).

Lessor shall ensure completion.

OR

Building and premises are exempt from ABAAS as described below.

_____ Facility is unmanned.

_____ ABAAS waiver from GSA Administrator is on file.

_____ Other

LESSOR:

2/6/2014

Date:

FEDERAL AVIATION ADMINISTRATION

_____ _____

Contracting Officer Date:

U.S. Department
of Transportation
Federal Aviation Administration

Southwest Region
Logistics Service Area

2601 Meacham Blvd.
Fort Worth, Texas 76137

JAN 29 2014

JAN 29 2014

Mr. Ray Boudreaux
Airport Manager
Fayetteville Municipal Airport
4500 S. School, Suite F
Fayetteville, AR 72701

Dear Mr. Boudreaux:

Subject: Expiring Lease No. DTFASW-05-L-00043
Succeeding Lease No. DTFACN-14-L-00099
System Support Unit (SSU)
Fayetteville Municipal Airport
Fayetteville, Arkansas

The Federal Aviation Administration's (FAA) Lease No. DTFASW-05-L-00043 providing the FAA approximately 2,205 square feet of space located at 4370 S. School Road, Fayetteville, Arkansas, expires by its terms on September 30, 2014.

In accordance with our conversation, enclosed are two copies of succeeding Lease No. DTFACN-14-L-00099 with $31,020.00 per annum for a 10-year term beginning October 1, 2014.

Please have all copies of the lease signed and dated, and have the Municipal Certificate completed by an authorized individual. Also, please have the ABBAS Compliance Report and the FAA Safety and Environmental Certification Checklist completed by an authorized individual. Once all forms have been completed, please return all copies in the enclosed postage paid envelope. When received, a fully executed copy will be returned to you for your records.

Should you have any questions or require additional information, please contact me at 817-222-4371.

Sincerely,

Jana C. Blanco

Jana C. Blanco
Real Estate Contracting Officer

4 Enclosures

— CURRENT LEASE —

FEDERAL AVIATION ADMINISTRATION
LEASE FOR REAL PROPERTY

RECEIVED
AUG 1 8 2004
AIRPORT

LEASE NUMBER
DTFASW-05-L -00043
Date of Lease: 7/20/04

1. **THIS LEASE**, entered into by and between the **CITY OF FAYETTEVILLE, ARKANSAS** whose address is Fayetteville Municipal Airport, 4500 S. School, Suite F, Fayetteville, AR 72701 and whose interest in the property hereinafter described is that of owner, hereby referred to as LESSOR, and the **UNITED STATES OF AMERICA**, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

---

2. **DESCRIPTION** -- The LESSOR hereby leases to the GOVERNMENT the following described premises: SPACE -- approximately 2,205.05 square feet of floor space in a free-standing masonry and brick building located at Fayetteville Municipal Airport (Drake Field). Said building is more particularly shown in Exhibit "A," floor plan, dated December 15, 1993, attached hereto and made a part hereof. PARKING -- thirty-one (31) parking spaces for Government-owned vehicles and Government employees consisting of one space the handicapped; sixteen (16) spaces in front of the Building; and fourteen (14) spaces at the security fence line at the west end of the building. All of the above to be used for purposes as determined by the Federal Aviation Administration.

---

3. **TERM** -- To have and to hold, for the term commencing on October 1, 2004 and continuing through September 30, 2014 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFA07-00-L-01160, which expires on September 30, 2004.

---

4. **CANCELLATION** -- The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government by giving at least 30 days notice in writing to the LESSOR. No rental shall accrue after the effective date of termination. Termination notice shall be delivered by registered mail; return receipt requested and mailed at least 30 days before the effective termination date.

---

5. **RENTAL** – Rent in the amount of $28,200 per annum paid at the rate of $2,350 per month for years one through five shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers, subject to available appropriations. Rent in the amount of $31,020 per annum paid at the rate of $2,585 per month for years six through ten shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers, subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to: City of Fayetteville

---

6. **SERVICES AND UTILITIES** -- To be provided by LESSOR as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease. The Government provides for the cost of services and utilities under separate contract.

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

- ☒ ELECTRICITY
- ☒ WATER (hot & cold)
- ☐ SNOW REMOVAL
- ☐ TRASH REMOVAL - Daily
- ☐ CHILLED DRINKING WATER
- ☒ HVAC – 68 to 74 DEG. F
- ☐ DAILY TOILET SUPPLIES & CLEANING
- ☐ DAILY JANITORIAL SERV. & SUPPLIES Daily dusting.
- ☒ GROUND MAINTENANCE
- ☐ WINDOW WASHING – Frequency washed twice yearly.
- ☐ CARPET CLEANING – Frequency daily vacuuming and shampooed twice yearly.
- ☒ INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

☐ EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE – Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.

☐ CARPET REPLACEMENT-– Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:
1) Backing or underlayment is exposed.
2) There are noticeable variations in surface color or texture.

7. **HOLDOVER** – If, after expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a day-to-day basis not to exceed 90 days. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term.

8. **NOTICES** – All notices/correspondence shall be in writing, and shall be addressed as follows:

TO LESSOR: City of Fayetteville, Arkansas
Fayetteville Municipal Airport
4500 S. School, Suite F
Fayetteville, AR 72701

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Property and Services Branch, ASW-54
Fort Worth, TX 76193

---

9. **GENERAL CLAUSES:**

a. **DAMAGE BY FIRE OR OTHER CASUALTY** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. **MAINTENANCE OF THE PREMISES** - The LESSOR shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

c. **FAILURE IN PERFORMANCE** - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

d. **ACCESSIBILITY** - The Building and the leased premises shall be accessible to the handicapped in accordance with FED-STD-795, the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A) and all applicable state and local accessibility laws and regulations

e. **CONTRACT DISPUTES** - All contract disputes arising under or related to this contract shall be resolved under this clause, and through the FAA Office of Dispute Resolution for Acquisition (ODRA). Said disputes shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a Lessor has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

A contract dispute shall be made in writing and signed by a Lessor or duly authorized representative of the Lessor and submitted to the Real Estate Contracting Officer, that it is disputed either as to liability or amount. Submission shall be within two years of the accrual of the contract claim involved. The Real Estate Contracting Officer's decision concerning the contract dispute shall be binding on the parties unless the Lessor appeals the matter to the FAA ODRA. The Real Estate Contracting Officer, upon request, will provide information relating to submitting a dispute. (Promulgated by ASW, 3/04)

f. **LESSOR'S SUCCESSORS** - The terms and provisions of this lease and the conditions herein bind the LESSOR and the LESSOR's heirs, executors, administrators, successors, and assigns.

g. **NO WAIVER** - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

h. **GENERAL HEALTH AND SAFETY STANDARDS** – Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

i. **FIRE AND SAFETY REQUIREMENTS** - All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased premises (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the LESSOR in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, and maintained by the LESSOR in accordance with NFPA Standard No.10.

j. **INDOOR AIR QUALITY** - The LESSOR shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO2 - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased premises will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality.* The FAA HVAC Checklist shall be reviewed with the Preconstruction checklist at the preconstruction meeting.

The LESSOR shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces.

k. **OSHA REQUIREMENTS** - The LESSOR shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

l. **RADON** - Radon levels in leased premises to the FAA shall not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the LESSOR shall develop and promptly implement a plan of corrective action.

m. **WARRANTY OF SPACE** –

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the LESSOR warrants that all leased premises to the Government under this contract, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, engineering spaces in the same ventilation zone as the leased premises, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The RECO shall notify the LESSOR in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, LESSOR would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased premises the Government reserves the right to require the LESSOR, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the RECO.

(c) If the LESSOR fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the LESSOR the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the leased premises to the Government, spaces above suspended ceilings in the leased premises, air plenums elsewhere in the building which service the leased premises, public spaces, engineering spaces in the same ventilation zone as the leased premises and common use space (e.g., lobbies, hallways). Following such abatement actions, the LESSOR shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

n. NON-RESTORATION - The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

o. FACILITY SECURITY - Security requirements for Government occupied space must meet minimum security accreditation standards for the type of facility covered under by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The LESSOR shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

A final security assessment of the building shall be conducted to determine any additional security upgrades required to meet accreditation. The LESSOR shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

p. PERSONNEL SECURITY -

Suitability Requirements for Individual(s) Employed or Hired by the LESSOR

(1) The LESSOR shall provide a level of security, which reasonably deters unauthorized access, loitering, or disruptive acts to the premises leased by the government at all times.

(2) When the LESSOR provides services under the terms of this Lease, (e.g., janitorial, construction, maintenance, property management, or alterations/repair services), the Government may conduct background investigations of individual(s) employed or to be hired by the LESSOR to perform such services.

(3) Individual(s) will not be permitted unescorted access to provide services in or upon the Leased premises until the FAA Servicing Security Element (SSE) has received the documentation outlined in subparagraph (d), (i), (ii), and (iii), below and provided written authorization for the individual(s) to begin work.

(4) No later than ten (10) calendar days after the effective date of this Lease, (or the effective date of Supplemental Lease Agreement [SLA] or modification if this provision is included by SLA or modification to an existing lease), the LESSOR shall submit the following documentation for all individual(s) employed or hired by the LESSOR for whom unescorted access to the premises is required. Such documentation shall be submitted to the Government representative as designated by the RECO (RECO), or designee, for an access suitability determination.

(a) A completed FBI Fingerprint Card, FD-258 (single sheet). The Government will provide information pertaining to the location of fingerprint facilities. Each fingerprint card shall be printed in black ink or typewritten with all questions completed and is to be signed and dated by the applicant. The LESSOR will be responsible for all expenses associated with fingerprinting;

(b) A completed Identification Card/Credential Application, DOT Form 1681, with appropriate pictures of applicant; and,
(c) A Questionnaire for Public Trust Positions, Standard Form 85P, shall be completed and signed by the applicant in accordance with applicable instructions.

(5) The Government shall notify the LESSOR when individual(s) employed or hired by the LESSOR have been approved for unescorted access to the Leased premises.

(6) The LESSOR and all individuals employed or hired by the LESSOR shall display a Government issued identification badge when visiting or providing services in or upon the Leased premises and shall abide by all facility security measures as required by the Government

(7) The LESSOR shall submit the documentation required in subparagraph (d), (i), (ii), and (iii) of this Clause for any new individual(s) employed or hired by the LESSOR to perform services under this Lease. Such information shall be submitted to the Government within ten (10) calendar days of employment and/or hiring by the LESSOR.

(8) The LESSOR will immediately remove from the Leased premises any individual(s) employed or hired by the LESSOR to perform services under this Lease when the government has determined such individuals to be unsuitable for continued access to the Leased premises.

(9) Exemptions from Suitability Requirements

(a) Certain positions may be determined by the Government to be exempt from background investigative requirements. However, individual(s) employed or hired for such positions shall be escorted at all times while in or upon the Leased premises by FAA personnel located on-site or by an individual(s) employed or hired by the LESSOR, who has been properly investigated, favorable adjudicated, and authorized to provide escort services.

(b) When the Government determines any positions(s) to be exempt from investigative requirements, individuals employed in such positions are not required to complete the documentation as specified in subparagraph (d), (i), (ii), and (iii) of this Clause.

Reporting Requirements

(1) The LESSOR shall submit an initial report (to coincide with the effective date of this Lease) and subsequent quarterly reports (throughout the term of this Lease), providing the following information to the RECO, on or before the fifth day following each reporting period: A complete listing by full name, in alphabetical order, with the date of birth, place of birth (city, state, country), and position title of all individuals employed or hired by the LESSOR who will have or may require access to the Leased premises during the reporting period.

(2) The LESSOR shall notify the Government within one (1) day upon termination of any individual(s) employed or hired by the LESSOR to perform services under this Lease.

Foreign Nationals Employed or Hired by the LESSOR

(1) Each individual(s) employed or hired by the LESSOR to perform services under this Lease is to be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the United States Immigration and Naturalization Service that employment will not affect his/her immigration status.

(2) Aliens and foreign nationals employed or hired by the LESSOR to perform services under this Lease must have resided within the United States for three (3) years of the last five (5) years unless a waiver of this requirement has been granted by the SSE in accordance with FAA regulations.

Government-Issued Keys, Identification Badges, Access Control Cards and Vehicle Decals

(1) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to the LESSOR or to individual(s) employed or hired by the LESSOR to perform services. Immediately upon completion or termination of the Lease, the LESSOR shall return all such Government-issued items to the issuing office with notification to the RECO, or designee. When individuals who have been issued such items are terminated or are no longer required to perform work, the Government-issued items shall be returned to the Government within three (3) workdays. Improper use, possession or alteration of FAA issued keys, ID cards, access control cards is a violation of security procedures and is prohibited.

(2) In the event such keys, ID cards, vehicle decals or access control cards are not returned, the LESSOR understands and agrees that the Government may, in addition to any other withholding provision of the Lease, withhold fees to cover the cost of replacement for each key, ID card, vehicle decal and access control card not returned. If the keys, ID cards, vehicle decals, or access control cards are not returned within 30 days from the date the withholding action was initiated, the LESSOR will forfeit any amount so withheld.

(3) Access to aircraft ramp/hangar areas is authorized only to those individuals displaying a flight line identification card and for vehicles, a current ramp permit issued in accordance with Federal Aviation Regulations.
(4) The Government retains the right to inspect, inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the LESSOR or individual(s) employed or hired by the LESSOR to perform services in connection with the Lease at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of subparagraph (b) above shall apply.

(5) Keys and access control cards shall be obtained from the RECO, or designee, who will require the LESSOR, or individual(s) employed or hired by the LESSOR to perform services, to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the RECO, or designee, and the (RECO, or designee, to insert name of SSE staff and facility management office)

(6) Each individual(s) employed or hired by the LESSOR, during all times of on-site performance at the Government-leased facility, shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(a) Individual(s) employed or hired by the LESSOR to perform services under this Lease shall submit complete documentation required under 1, Suitability Requirements for Individual(s) Employed or Hired by the LESSOR, above, and be authorized by the SSE to begin work prior to obtaining any ID media or vehicle decals.

(b) To obtain the ID card, each individual shall submit a DOT 1681 Form, signed by the individual and authorized by the RECO, or designee. The DOT 1681 shall be submitted at the same time the documentation outlined in 1, Suitability Requirements for Individual(s) Employed or Hired by the LESSOR, above is submitted. The DOT 1681 shall contain, at a minimum, under the "Credential Justification" heading, the name of the LESSOR, the Lease number or the appropriate acquisition identification number, the expiration date of the Lease or the service (whichever is sooner), and the required signatures. This paperwork shall be submitted to [RECO, or designee, to insert the name and location of the SSE staff] by the LESSOR in a sealed envelope either hand carried by the LESSOR or sent via U.S. mail to: [RECO or designee to insert mailing address]. The LESSOR will be notified when the DOT 1681 has been approved and is ready for processing by the [RECO, or designee, to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting [RECO, or designee, to insert point of contact with phone number].

(c) The LESSOR shall receive and sign for each ID card issued on the reverse of the DOT 1681. The Government, for accountability purposes, will track the DOT 1681.

(7) The LESSOR is responsible for ensuring final out-processing is completed for all departing individuals employed or hired by the LESSOR. Final out-processing will be completed by close of business the final workday for all individual(s) employed or hired by the LESSOR or the next day under special conditions. Contractor employee clearance forms, (RECO, or designee, to insert name of local contractor employee clearance form), will be completed by the LESSOR for each individual(s) employed or hired by the LESSOR to perform services, and copies will be distributed to the RECO, or designee, and the SSE, (RECO, or designee, to insert SSE staff) upon completion of such forms.

q. **The following clauses are incorporated by reference:** The full text of these clauses can be found via Internet at Space Lease Form

1. DEFAULT BY LESSOR (10/96)
2. COMPLIANCE WITH APPLICABLE LAWS (10/96)
3. OFFICIALS NOT TO BENEFIT (10/96)
4. COVENANT AGAINST CONTINGENT FEES (8/02)
5. ANTI-KICKBACK (10/96)
6. EXAMINATION OF RECORDS (10/96)
7. ELECTRONIC FUNDS TRANSFER (EFT) (11/97)
8. ASSIGNMENT OF CLAIMS (10/96)
9. SUBORDINATION, NONDISTRUBANCE AND ATTORNMENT (10/96)
10. INTEGRATED AGREEMENT (10/96)
11. EQUAL OPPORTUNITY (10/96)
12. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
13. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)

Lease DTFASW-05-L-00043
System Support Unit (SSU)
Fayetteville Municipal Airport
Fayetteville, AR

IN WITNESS WHEREOF, the parties hereto have signed their names:

8a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)* CITY OF FAYETTEVILLE, ARKANSAS TAX ID # _____	8b. SIGNATURE OF OWNER Dan Coody	8c. DATE 7/22/04
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)* SHARON E. WYNN	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER Sharon E. Wynn	9c. DATE 8-13-04

Lease DTFASW-05-L-00043
System Support Unit (SSU)
Fayetteville Municipal Airport
Fayetteville, AR

CORPORATE CERTIFICATE

I, Dan Coody, certify that I am the Mayor of the Corporation named in the foregoing agreement, that I am who signed on behalf to said corporation, was then Mayor thereof, that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Dated this 20th day of July, 2004

Signed by Dan Coody

CORPORATE SEAL

City of Fayetteville Item Review Form

2014-0080

Legistar File Number

3-4-2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer	Fire
Submitted By	**Department**

Action Required:

Approval of a budget adjustment in the amount of $11,235.69 to recognize 2014 Hazmat Services Revenue from Washington County received in February, 2014 and increase related expense budget.

Does this item have a cost? No

	$12,000.00	Hazmat Equipment
Cost of this request	Category or Project Budget	Program or Project Name
1010.3040.5218.01	$0.00	Hazmat Equipment
Account Number	Funds Used to Date	Program or Project Category
	$12,000.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** Yes

V20130812

ENTERED 2/14/14

ENTERED 2/13/14

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

STAFF REVIEW MEMO

To: Mayor Jordan and City Council

From: David Dayringer, Fire Chief

Date: February 12, 2014

Subject: Approval of the Fire Department utilization of hazmat services revenue from Washington County and to approve budget adjustment.

PROPOSAL:

The City of Fayetteville will be receiving $11,235.69 of Hazmat Services Revenue from Washington County. The Fire Department would like to utilize the revenue to complete the outfitting of a secondary hazmat unit and offset costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

RECOMMENDATION:

Staff recommends the approval of a budget adjustment in the amount of $11,235.69 to recognize hazmat services revenue received in February, 2014 and increase the related expense budget.

BUDGET IMPACT:

Increase expenses to correspond with hazmat services revenue received through February, 2014.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE TO THE FIRE DEPARTMENT, AND AUTHORIZING AN INCREASE IN THE RELATED 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", recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fire Department Department: Fire Department	Request Date	Adjustment Number
2014		2/12/2014	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This Budget Adjustment will take funding from the Haz-Mat Revenue Account-1010.0001.4401.08 which will reflect revenue from Hazmat Services from Washington County of $11,235.69 and place it in 1010.3040.5218.01--Haz-Mat Equipment to assist in the further outfitting of a secondary hazmat unit and offset costs for Fayetteville Haz-Mat Team and cover expenses for training and related expenses.

Division Head	2/13/14 Date	Prepared By:	Granville Wynn *Wynn, Granville*
Budget Director	Date	Reference:	
Department Director	2-13-14 Date	Budget & Research Use Only Type: A B C D E P	
Finance Director	Date	General Ledger Date	
Chief of Staff	Date	Posted to General Ledger	Initial / Date
Mayor	Date	Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 11,235 11,235

Account Name	Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub Number
Haz-Mat Revenue	1010.0001.4401.08		11,235	
Haz-Mat Equipment	1010.3040.5218.01	11,235		

EXHIBIT A

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF
PAYMENT OF
AGENCY FUND VENDORS

FILED
2014 FEB -6 AM 10: 1
CO. & PROBATE CL
WASHINGTON CO. AR

ORDER

NOW, on this 5th day of February, 2014, comes on for hearing of the above styled proceedings and the Court, being well and sufficiently advised in the premises, finds that:

WHEREAS, agency funds are held by the Washington County Treasurer, and subject to payment by the Washington County Treasurer by court order; and,

WHEREAS, the following vendor has requested payment from agency fund 6425 Hazmat Fund;

Vendor Name and Address	Amount
Fayetteville Fire Department Attn: Chief Dayringer 303 W. Center Street Fayetteville, AR 72701	$ 11,235.69

IT IS, THEREFORE, CONSIDERED, ORDERED AND ADJUDGED, that the Washington County Treasurer issue a check from the 6425 Hazmat Fund to the named vendor, in the total amount of $11,235.69 and mailed to the address as listed above.

IT IS SO ORDERED.

WASH CO. TREAS.
FEB 11 2014
CK. # 141755 BH

MARILYN EDWARDS, County Judge

2014-019

City of Fayetteville Item Review Form

2014-0082

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks / Barbara Olsen

Submitted By

Transportation Services

Department

Action Required:

A resolution awarding bid #14-14 to Tennant Sales and Service of Minneapolis, MN for the purchase of one Tennant Sweeper in the amount of $44,291 for use by Recycling and Trash Collection Division.

Does this item have a cost? Yes

$44,291.00	$1,020,475.00	Other Vehicles & Equipment
Cost of this request	Category or Project Budget	Program or Project Name
9700.1920.5802.00	$224,571.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program or Project Category
02080 / 2013	$751,613.00	Shop Fund
Project Number	**Remaining Balance**	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

ENTERED dm 2/14/14

ENTERED 2/18/14

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

Paul A. Becker

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Jesse Beeks, Fleet Operations Superintendent**

Date: February 12, 2014

Subject: Purchase of one Tennant Sweeper for Recycling and Trash Collection Division

PROPOSAL: That City Council approve the purchase off bid #14-14 of one medium sized ride on Sweeper from Tennant Sales and Service Company of Minneapolis, MN in the amount of $44,291

RECOMMENDATION: Unit #9056 is a 2004 Tennant sweeper that was scheduled for replacement in 2013 but was pushed back. It is worn out and needs to be replaced.

Bid 14-14 was opened on January 22, 2014. Tennant Sales and Service was the low bid and their bid met all specs. A bid tab sheet is attached.

Fleet recommends the purchase of one Tennant Sweeper S30 off bid 14-14 from Tennant Sales and Service of Minneapolis, MN in the amount of $44,291.

BUDGET IMPACT: Sufficient replacement funds are available for this purchase. It was budgeted for on the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-14 TO TENNANT SALES AND SERVICE OF MINNEAPOLIS, MINNESOTA FOR THE PURCHASE OF ONE TENNANT S30 SWEEPER IN THE AMOUNT OF $44,291.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-14 to Tennant Sales and Service of Minneapolis, Minnesota and approves the purchase of one (1) Tennant S30 Sweeper in the amount of $44,291.00 for use by the Recycling and Trash Collection Division.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:		Date: 2/12/2014	
P.O Number:		Expected Delivery Date:	
Vendor #: 13502	Vendor Name: TENNANT SALES AND SERVICE COMPANY	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: Jesse Becker			
Requester: BARBARA OLSEN	Requester's Employee #: 1940	Extension: 3485	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	MEDIUM SIZED RIDE ON SWEEPER PER BID	1	EA	44,291.00	$44,291.00	9700.1920.5802.00	02080.2013		709188
2	#14-14. TO BE UNIT 9188, FIXED ASSET 709188				$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $44,291.00

Total: $44,291.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 1/2/2008

Fayetteville
ARKANSAS

Bid: 14-14
1/22/2014
2:00 PM
City of Fayetteville

BID 14-14 MEDIUM SIZED RIDE ON SWEEPER

BIDDER	Manufacturer	Model	Qty	Price Each	Total Bid	
Lift Truck Service Center Inc	Armadillo	9XR Industrial Sweeper	1	$ 51,390.00	$ 51,390.00	2
Tennant Sales & Service Company	Tennant	S30	1	$ 44,291.00	$ 44,291.00	1
Weise USA	Advance	SW8000	1	$ 62,500.00	$ 62,500.00	3

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

CERTIFIED:

P Vice — P. VICE, Purchasing MGR

Carolyn Reif — Witness

1-22-14 — Date

City of Fayetteville Item Review Form

2014-0086

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks / Barbara Olsen

Submitted By

Transportation Services

Department

Action Required:

A resolution awarding Bid #14-15 to Terex Services of N. Little Rock, AR for the purchase of one service body truck with crane in the amount of $77,777 for use by Wastewater Plant East.

Does this item have a cost? Yes

$77,777.00	$785,000.00	Light/Medium Utility Vehicles
Cost of this request	Category or Project Budget	Program or Project Name
9700.1920.5802.00	$85.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program or Project Category
02078 / 2014	$707,138.00	Shop Fund
Project Number	**Remaining Balance**	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

ENTERED 2/14/14

Previous Ordinance or Resolution # _____

Original Contract Number: _____

ENTERED 2/18/14

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TG

From: **Jesse Beeks, Fleet Operations Superintendent**

Date: February 12, 2014

Subject: Purchase of one Service body truck with crane for Wastewater Treatment East

PROPOSAL: That City Council approve the purchase off bid #14-15 of one F550 Super Duty pickup with Reading Body and Auto crane from Terex Services of N. Little Rock in the amount of $77,777.

RECOMMENDATION: Unit #324 is a 1999 Ford F550 truck with a crane that was due for replacement in 2009, but was pushed back. It is now worn out and needs to be replaced.

Bid 14-15 was opened on February 6, 2014. A bid tab sheet is attached. The low bid that meets specs is from Terex Services.

Fleet recommends the purchase of one 2015 Ford F550 with Reading Body and Auto Crane per bid 14-15 from Terex Services of N. Little Rock, AR in the amount of $77,777.

BUDGET IMPACT: Sufficient replacement funds have been collected. This unit was budgeted for on the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-15 AND AUTHORIZE THE PURCHASE OF ONE (1) 2015 FORD F550 SUPER DUTY PICKUP TRUCK WITH READING BODY AND AUTO CRANE FROM TEREX UTILITIES OF NORTH LITTLE ROCK IN THE AMOUNT OF $77,777.00 FOR USE BY THE NOLAND WASTEWATER TREATMENT PLANT

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 #14-15 and authorizes the purchase of one (1) 2015 Ford F550 Super Duty Pickup Truck with Reading Body and Auto Crane from Terex Utilities of North Little Rock in the amount of $77,777.00 for use by the Noland Wastewater Treatment Plant.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

BID: 14-15
02/06/14
2:00 PM
CITY OF FAYETTEVILLE

Bid 14-15, Service Body Truck with Crane

		Name of Bidder	Cab/Chassis	Body	Crane	TOTAL BID PRICE
6	1	Diamond International	$ 60,134.70 *International, Terra Star*	$ 13,746.00 *Reading, Classic II*	$ 31,204.00 *Autocrane, 5005 HFM*	$ 105,084.70
4	2	Lewis Ford Sales, Inc.	$ 39,559.84 *Ford F-550*	$ 12,035.00 *Reading, ULSP108BADW*	$ 26,930.00 *Stellar 5521*	$ 78,524.84
1	3	Lindsay Ford, Inc.	$ 37,100.00 *Ford 2015 F-550 XL*	DOES NOT MEET SPECS $ 37,200.00 *Knapheide, 7108DL-30RJ*	Included with Body *Autocrane 5005H*	$ 74,300.00
2	4	Republic Ford-Lincoln	$ 37,573.00 *Ford F-550*	DOES NOT MEET SPECS $ 37,200.00 *Knapheide, 7108DL-30RJ*	Left Blank *Crane 5005H*	$ 74,773.00
3	5	Terex Services	$ 38,334.00 *Ford F550 Super Duty 2015*	$ 14,248.00 *Reading USLP108BAHHDW*	$ 25,195.00 *Auto Crane 5005 FM Nexstar II*	$ 77,777.00
5	6	Utility Truck Equipment Company, LLC	$ 38,721.00 *Ford F-550*	$ 20,903.00 *Knapheide, 7108DL-30RJ*	$ 26,367.00 *Venturo, HT25KX-P*	$ 85,991.00

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

CERTIFIED: P Vice — P. VICE, Purchasing MGR

Andrea Foren — WITNESS

2/6/14 — DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:

Date: 2/12/2014

P.O Number:

Expected Delivery Date:

Vendor #: 15379

Vendor Name: TEREX SERVICES

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: Jesse Brooks

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 3485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2015 FORD F550 SUPER DUTY PICKUP WITH	1	EA	77,777.00	$77,777.00	9700.1920.5802.00	02078.2014		700382
2	READING BODY AND AUTO CRANE 5005 PER BID				$0.00				
3	SPECS, BID #14-15. TO BE UNIT 382 AND				$0.00				
4	FIXED ASSET #700382				$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $77,777.00

Total: $77,777.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Item Review Form

2014-0083

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks / Barbara Olsen

Submitted By

Transportation Services

Department

Action Required:

A resolution to purchase two Toro Groundsmaster 4000D Multi-deck mowers off the National IPA Contract #120535 in the amount of $56,044.33 each for a total of $112,088.66 from Professional Turf Products of Lenexa, Kansas, and approval of a budget adjustment to move funds to the Fleet expense account.

Does this item have a cost? Yes

$112,088.66	$207,000.00	Tractors / Mowers
Cost of this request	Category or Project Budget	Program or Project Name
9700.1920.5802.00		Vehicles and Equipment
Account Number	Funds Used to Date	Program or Project Category
Various	$94,911.34	Shop Fund
Project Number	**Remaining Balance**	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** Yes

V20130812

ENTERED dm 2/14/14

ENTERED 2/18/14

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Jesse Beeks, Fleet Operations Superintendent**

Date: February 12, 2014

Subject: Purchase of two Groundsmaster Mowers for Parks Division

PROPOSAL: That City Council approve the purchase of two Toro Groundsmaster 4000D Multi-deck mowers off the National IPA contract #120535 in the amount of $56,044.33 each for a total of $112,088.66 from Professional Turf Products of Lenexa, Kansas, and approval of a budget adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Unit 5010 is a 2008 Groundsmaster 4000D multi-deck riding mower that was due for replacement in 2012 and was pushed back to this year. It is worn out and needs to be replaced. It will be replaced with the same type mower.

Unit #2052 is a 2002 Ford F250 4x4 pickup truck that is worn out and needs to be replaced. Parks wants to replace it with a second Groundsmaster 4000D multi-deck riding mower as that will better fit the Division's needs for mowing equipment.

Fleet recommends the purchase of two Groundsmaster 4000D multi-deck mowers off the National IPA contract from Professional Turf Products of Lenexa, Kansas in the amount of $112,088.66.

BUDGET IMPACT: These have been budgeted for on the operating side. A budget adjustment is needed on the capital side to move funds from the light truck project 02078 to the tractor/mower project 02083, and to move funds from Fleet fund balance as the replacement price was underestimated in the capital budget.

As sufficient replacement funds have not been collected on 5010 and 2052, Parks is requesting to turn in #998 (a 1998 Aerator) which will not be replaced. Replacement funds collected on this unit will cover the shortfall in replacement funds on the two mowers.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO (2) TORO GROUNDSMASTER 400D MULTI-DECK MOWERS FROM PROFESSIONAL TURF PRODUCTS OF LENEXA, KANSAS FOR THE PARKS DIVISION IN THE AMOUNT OF $112,088.66 PLUS ANY TAX PURSUANT TO THE NATIONAL IPA CONTRACT #120535, AND TO APPROVE A BUDGET ADJUSTMENT TO MOVE FUNDS TO THE FLEET EXPENSE ACCOUNT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two (2) Toro Groundsmaster 400D Multi-Deck Mowers from Professional Turf Products of Lenexa, Kansas for the Parks Division in the amount of $112,088.66 plus any applicable tax pursuant to the National IPA Contract #120535.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", to move $24,000.00 to the fleet expense account.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
BY 2014		3/4/2014	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Unit #2052 (a pickup truck) is budgeted for replacement in project 02078.2014. Parks needs it to be replaced with a Groundsmaster mower which will be purchased out of project 02083.2014. This BA will move budgeted funds from project to project.

Fleet underestimated funds needed to purchase two new Groundsmaster multi-deck mowers, so $24,000 is requested from fund balance to cover the shortfall in the amount budgeted. $10,500 will go to 02083.2013 and $13,500 will go to 02083.2014. Sufficient funds remain to meet City objectives.

Jesse Beeks	2/12/14	Prepared By:	Barbara Olsen
Division Head	Date		*Fell, Barbara*
		Reference:	
Budget Director	Date	Budget & Research Use Only	
Terry L. Gulley	2-13-14	Type:	A B C D E P
Department Director	Date		
		General Ledger Date	
Finance Director	Date		
		Posted to General Ledger	Initial / Date
Chief of Staff	Date		
		Checked / Verified	Initial / Date
Mayor	Date		

			Increase / (Decrease) Expense	Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT			24,000	24,000	
Vehicles and equipment	9700.1920.5802.00	EX	10,500	-	02083 . 2013
Vehicles and equipment	9700.1920.5802.00	EX	56,500		02083 . 2014
Vehicles and equipment	9700.1920.5802.00	EX	(43,000)		02078 . 2014
Use of fund balance	9700.0970.4999.99	RI		24,000	02[redacted] . ~~2014~~
					.
					.

EXHIBIT
A

Groundskeeping, Golf and Sports Field Maintenance Equipment
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: May 4, 2012
Date Open: June 12, 2012

Solicitation: RFP #120535
Pre-Proposal Date: May 22, 2012
Proposals Received: 3

Awarded to:

Count on it.

The City of Tucson, AZ Department of Procurement issued RFP #120535 on May 4, 2012 to establish a national cooperative contract for groundskeeping, golf and sports field maintenance equipment.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On June 12, 2012 proposals were received from the following offerors:

- Jacobsen Textron Company
- R&R Products
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into interview and equipment demonstrations with the top two ranked firms, Jacobsen Textron Company and The Toro Company.

At the conclusion of the interviews and demonstrations, the evaluation committee individually scored and ranked the short-listed firms. As a result, the committee recommended entering into exclusive negotiations with the intent to award to the top ranked firm, The Toro Company.

The City of Tucson, AZ, National IPA and The Toro Company successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of November 27, 2012.

TORO. **Count on it.**

Contract includes: Groundskeeping, golf and sports field maintenance equipment

Term:

Initial one year agreement from November 27, 2012 through November 26, 2013, with option to renew for four (4) additional one-year periods through November 26, 2017.

Pricing/Discount:

Discount off Toro MSRP for Commercial, Landscape Contract Equipment and Compact Utility Equipment.

Serviced and supported by local Toro distributors/dealers.

Value Added Services:

- Used equipment
- Financing options
- Smart Value Program volume incentive program

5046
5047

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Paul Downard
(888) 776-8873 ext. 5472
downardp@proturf.com

TORO Count on it.

Ship To	City of Fayetteville		Date	1/31/2014
Bill To	NAT'L IPA		Tax Rate	
Contact	Jesse Beeks		Destination	2.50%
Address	Fayetteville		Trade-In	
City	AR		Finance	
State		*Comments:*	Account Type	Corp
Postal Code				
Phone				
Fax				

Proposal

Qty	Model #	Description	Unit	Extended
1	30448N	Groundsmaster 4000-D	$55,410.35	$55,410.35
1	30349	Universal Mount Sunshade	$512.99	$512.99
1	30056	400 Hour Filter Maintenance Kit	$120.99	$120.99
		GM4000_GM4010		$56,044.33

SubTotal	$	56,044.33
Destination		Included
Tax (Estimated)	$	-
TOTAL	$	56,044.33

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:
1. Pricing, including finance options, valid for 30 days from time of quotation.
2. After 30 days all prices are subject to change without notice.
3. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase, said equipment availablity will be determined and "locked".
   B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
   C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
4. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
   E. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

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: 2/12/2014

P.O Number:

Expected Delivery Date:

Vendor #: 20157

Vendor Name: PROFESSIONAL TURF PRODUCTS

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:_____ No:___x__

City:

State:

Zip Code:

Ship to code: 50

Divison Head Approval: Jesse Parker

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 3485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	GROUNDSMASTER 4000-D MULTI-DECK		EA		$0.00				
2	MOWER PER QUOTE AND NATIONAL IPA				$0.00				
3	CONTRACT, WITH SUNSHADE AND 400 HR				$0.00				
4	FILTER MNTC KIT, TO BE UNIT 5046, FA705046	1		56,044.33	$56,044.33	9700.1920.5802.00	02083.2013		705046
5	AND UNIT 5047, FIXED ASSET 705047	1		56,044.33	$56,044.33	9700.1920.5802.00	02083.2014		705047
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $112,088.66

Total: $112,088.66

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Item Review Form

2014-0088

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks / Barbara Olsen

Submitted By

Transportation Services

Department

Action Required:

A resolution to purchase two John Deere Mower conditioners from Countryside Farm and Lawn of Springdale, AR off the state NJPA contract 031711 in the amount of $22,128.26 each plus tax, for a total of $48,572 for use by Wastewater Plant East.

Does this item have a cost? Yes

$48,572.00	$160,750.00	Tractors / Mowers
Cost of this request	Category or Project Budget	Program or Project Name
9700.1920.5802.00	$0.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program or Project Category
02083 / 2014	$112,178.00	Shop Fund
Project Number	**Remaining Balance**	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

ENTERED dm 2/14/14

ENTERED 2/18/14

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TJG

From: **Jesse Beeks, Fleet Operations Superintendent**

Date: February 12, 2014

Subject: Purchase of two Mower conditioners for Wastewater Plant East

PROPOSAL: That City Council approve the purchase of two John Deere Mower Conditioners from Countryside Farm and Lawn of Springdale, AR off the state NJPA contract 031711 in the amount of $22,128.26 each plus tax for a total of $48,572 for use by Wastewater Plant East.

RECOMMENDATION: Unit #589 is a 2005 Mower conditioner that was due for replacement in 2011 but was pushed back. It is worn out and needs to be replaced now. Unit #5000 is a 2007 mower conditioner that was due for replacement in 2013 but was pushed back. It also needs to be replaced now.

These mower conditioners are available from Countryside Farm and Lawn of Springdale, AR in the amount of $22,128.26 each plus tax.

Fleet recommends the purchase of two mower conditioners off state NJPA contract from Countryside Farm and Lawn of Springdale, AR for a total amount of $48,572.

BUDGET IMPACT: Both these units were budgeted for on the capital and operating sides. Sufficient replacement funds have not been collected, but the shortfall will be covered by a replacement "credit" on generator 9025 which was moved out of motor pool last year. This credit is excess replacement funds collected by Fleet but not used to replace the generator.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO (2) JOHN DEERE MOWER-CONDITIONERS FROM COUNTRYSIDE FARM AND LAWN OF SPRINGDALE, ARKANSAS FOR THE NOLAND WASTEWATER TREATMENT PLANT IN THE AMOUNT OF $48,572.00 PLUS ANY APPLICABLE TAX PURSUANT TO AN NJPA COOPERATIVE PURCHASING AGREEMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two (2) John Deere Mower-Conditioners from Countryside Farm and Lawn of Springdale, Arkansas for the Noland Wastewater Treatment Plant in the total amount of $48,572.00 plus any applicable tax pursuant to an NJPA cooperative purchasing agreement.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

5044, 5045

JOHN DEERE

Selling Equipment

Quote Id: 9178944 **Customer Name:** CITY OF FAYETTEVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Countryside Farm & Lawn
907 West Henri De Tonti Blvd
Springdale, AR 72762
479-306-4020
LINDA@COUNTRYSIDEFARMEQ.COM

JOHN DEERE 630 Side-Pull Rotary Mower-Conditioner

Hours:
Stock Number:
Contract: Akansas Agriculture NJPA Piggyback Contract
4600024934
Price Effective Date: January 31, 2014

Selling Price *
$ 22,128.26

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2140E	630 Side-Pull Rotary Mower-Conditioner	1	$ 26,897.00	23.00	$ 6,186.31	$ 20,710.69	$ 20,710.69
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0443	English/Spanish (U.S. ONLY)	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
0902	540 RPM Impeller Conditioner Package	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1000	Impeller Conditioner	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1510	540 RPM Tractor Hookup, ASAE Category 4, 1-3/8 In. Diameter PTO Shaft	1	$ 271.00	23.00	$ 62.33	$ 208.67	$ 208.67
2510	Ball-Joint Hitch and Slip-On Drawbar Extension with Standard Tongue-540 RPM Tractor Hookup	1	$ 335.00	23.00	$ 77.05	$ 257.95	$ 257.95
4010	31 X 13.5-15, 8 PR Hi-Flotation Wheels and Tires	1	$ 515.00	23.00	$ 118.45	$ 396.55	$ 396.55
5000	Turnbuckle Top Link	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
6510	Rear Powerline with Single CV U-Joint	1	$ 720.00	23.00	$ 165.60	$ 554.40	$ 554.40
	Standard Options Total		**$ 1,841.00**		**$ 423.43**	**$ 1,417.57**	**$ 1,417.57**
	Suggested Price						**$ 22,128.26**
Total Selling Price			$ 28,738.00		$ 6,609.74	$ 22,128.26	$ 22,128.26

Agricultural Tractors

‹ Back to State Contracts

Expiration Date	Contract	Vendor	Buyer
5/17/2015	4600024934/031711-DAC	John Deere	John Leverett

Co-Op	Mandatory	Minority	Green
NJPA	No	No	No

AASIS Information

AASIS Contract # 4600024934

Material Group # 02000

Vendor # 100131127

Links

NJPA Contract

John Deere Web Page

Title	Posted
Pricing	06/12/2012

Copyright © 2011 State of Arkansas. All Rights Reserved.

JOHN DEERE

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide

Vendor Contact Info
Bill Frank
Direct Phone: 972-974-0984
FrankWilliamD@JohnDeere.com
www.johndeere.com

John Deere - Tractors/Ag Implements

NJPA AWARDED CONTRACT

Contract#: 031711-DAC
Category: Heavy & Utility Equipment
Sub Category: Ag Tractors and Implements
Description: Tractors/Ag Implements
Maturity Date: 05/17/2015
Contract Summary

As a world leader in agriculture, construction and turf care, we're proud to offer value and real service to the NJPA membership through contract 031711-DAC. We spend over $2 million a day on R&D, and build customer feedback into every machine. Through 031711-DAC we can provide you the most advanced and efficient lineup of agricultural tractors and/or implements together with related equipment and accessories. See the results at www.JohnDeere.com/govsales. Plus, with every purchase, you get the dedicated service of a local dealer, with expert technicians, a comprehensive parts inventory and commitment to keep your operation moving. Please consider us for your next purchase.

Proposal Offering
And Acceptance and Award
RFP #031711

FORM D

AG TRACTORS AND-OR IMPLEMENTS TOGETHER WITH RELATED EQUIPMENT AND ACCESSORIES,

Proposal Offering (To be completed Only by Proposer)

In compliance with the Request for proposal (RFP) for AG TRACTORS AND-OR IMPLEMENTS TOGETHER WITH RELATED EQUIPMENT AND ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Deere & Company Date: 3-29-2011

Company Address: 2000 John Deere Run

City: Cary State: NC Zip: 27513

Contact Person: Tamara Hebert Title: Contract Administrator

Authorized Signature (ink only): Tamara Hebert Tamara Hebert
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be _____, _____ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Jane D Walldahl
(Name printed or typed)

Title: ~~Executive Director NJPA~~ Board Clerk

Awarded this 17th day of May, 2011 **Contract Number # 031711**

NJPA Authorized signature: Todd Lyscio TODD LYSCIO
(Name printed or typed)

Title: EXECUTIVE DIRECTOR

Executed this 17TH day of May 2011 **Contract Number # 031711**

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: 2/12/2014
P.O Number:	Expected Delivery Date:
Vendor #: 13947	Vendor Name: COUNTRYSIDE FARM & LAWN
Mail Yes:__ No: X	
Address:	Fob Point:
Taxable Yes:___ No: X	Quotes Attached Yes:_____ No: x
City:	State:
Zip Code:	Ship to code: 50
Divison Head Approval: Jesse Bradley	
Requester: BARBARA OLSEN	Requester's Employee #: 1940
Extension: 3485	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	JOHN DEERE 630 SIDE-PULL ROTARY MOWER	2	EA	22,128.26	$44,256.52	9700.1920.5802.00			
2	CONDITIONERS PER QUOTE AND NJPA				$0.00				
3	CONTRACT 031711, TO BE UNIT 5044, FIXED				$0.00				705044
4	ASSET 705044 AND 5045, FIXED ASSET 705045				$0.00				705045
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:	$44,256.52
Tax:	$4,315.01
Total:	$48,571.53

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

City of Fayetteville Item Review Form

2014-0079

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks / Barbara Olsen

Submitted By

Transportation Services

Department

Action Required:

A resolution to purchase a Gradall XL4100 Excavator truck from Scott Equipment of Springdale, AR off the NJPA state awarded contract in the amount of $354,892.60 for use by Transportation Division, and approval of a Budget Adjustment to move funds to the Fleet expense account.

Does this item have a cost? Yes

$354,893.00		Construction Equipment
Cost of this request	Category or Project Budget	Program or Project Name
9700.1920.5802.00		Vehicles and Equipment
Account Number	Funds Used to Date	Program or Project Category
02077 / 2014	-$354,893.00	Shop Fund
Project Number	**Remaining Balance**	Fund Name

Budgeted Item?

Budget Adjustment Attached? Yes

V20130812

ENTERED dm 2/14/14

Previous Ordinance or Resolution #

Original Contract Number:

ENTERED 2/18/14

Comments:

Paul A. Becker

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TGL

From: **Jesse Beeks, Fleet Operations Superintendent**

Date: February 12, 2014

Subject: Purchase o f one Gradall Excavator Truck for Transportation

PROPOSAL: That City Council approve the purchase of a Gradall XL4100 IV Excavator Truck from Scott Equipment off the NJPA contract in the amount of $354,893 for use by Transportation, and approve a budget adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Unit #809 is a 2004 Gradall XL41011 Excavator truck that was due for replacement in 2012 but was pushed back. It is now worn out and needs to be replaced. It was budgeted to replace in 2015.

A Gradall XL4100 Excavator truck is available off the state NJPA contract #031710-GRD from Scott Equipment of Springdale, AR for a purchase price of $354,893.

As it was not budgeted on the capital side for replacement in 2014, a Budget adjustment is needed to move funds from fund balance to the project.

Fleet recommends the purchase of one Gradall XL4100 Excavator off State NJPA contract from Scott Equipment of Springdale, AR in the amount of $354,893.

BUDGET IMPACT: This unit was budgeted for on the operating side. Sufficient replacement funds have been collected.

EXHIBIT
A

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A GRADALL XL4100 IV EXCAVATOR TRUCK FROM SCOTT EQUIPMENT OF SPRINGDALE, ARKANSAS FOR THE TRANSPORTATION DIVISION IN THE AMOUNT OF $354,893.00 PURSUANT TO AN NJPA COOPERATIVE PURCHASING AGREEMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Gradall XL4100 Excavator Truck from Scott Equipment of Springdale, Arkansas for the Transportation Division in the amount of $354,892.00 pursuant to an NJPA cooperative purchasing agreement.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
BY 2014		1/7/2014	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Unit #809 (TRAN_F073) is a 2004 Gradall Excavator truck that is worn out and needs to be replaced. It was budgeted for replacement in 2015, but needs to go now. Sufficient funds remain to meet City objectives.

Jesse Beeler	2/6/14	Prepared By:	Barbara Olsen BOlsen Olsen, Barbara
Division Head	Date	Reference:	
	2-18-2		
Budget Director	Date	Budget & Research Use Only	
Terry D. Gulley	2/6/14	Type: A B C D E P	
Department Director	Date		
Paul A. Becker	2-18-2014	General Ledger Date	
Finance Director	Date		
		Posted to General Ledger	Initial / Date
Chief of Staff	Date		
		Checked / Verified	Initial / Date
Mayor	Date		

		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT		355,758	355,758	
Vehicles and equipment	9700.1920.5802.00	355,758	-	02077 . 2014
Use of fund balance	9700.0970.4999.99	-	355,758	.
				.
				.

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: 2/12/2014

P.O Number:

Expected Delivery Date:

Vendor #: 3482

Vendor Name: SCOTT 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

Divison Head Approval: Jesse Burks

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 3485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	GRADALL XL4100 IV 6X4 PER QUOTE AND	1	EA	354,892.60	$354,892.60	9700.1920.5802.00	02077.2014		700825
2	NJPA CONTRACT PRICE. TO BE UNIT #825				$0.00				
3	FIXED ASSET 700825				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $354,892.60

Total: $354,892.60

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

#825

NJPA AWARDED CONTRACT
Contract #031710-GRD

SCOTT EQUIPMENT
HEAVY-DUTY COMMITMENT

GRADALL®
XL4100 IV 6X4

Machine Quote: 432

Estimated Ship Date:

Quote Date: 01-30-2014

Bill To: Scott Equipment Co.
1002 Martin Luther King Blvd.
Monroe, LA 71203

Ship To: Scott Equipment Co.
4831 N. Thompson
Springdale, AR 72764

Customer: City of Fayetteville, AR
Customer PO:

The following is the quote confirmation for a XL4100 IV 6X4. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description	Unit Price	Price
XL4100 IV 6X4				$348,300.00
Chassis				
80789066	1	AIR INTAKE GRID HEATER - CHASSIS	$1,500.00	$1,500.00
80789049	1	AIR CONDITIONING INSTALLATION - CHASSIS	$2,400.00	$2,400.00
Attachments				
80656002	1	BUCKET - DITCHING - 72"	$5,100.00	$5,100.00
Manual Instructions				
_____	1	PRINTED SET OF PARTS, SERVICE & OPERATOR'S MANUALS	$260.00	$260.00

Machine & Attachment List Price:	$357,560.00
Less Discounts 4.00%:	($14,302.40)
Total Machine & Attachment Net Price:	$343,257.60
No Extended Warranty:	$0.00
Trade-In:	
Net Option Description:	
Pre Delivery Inspection	$2,500.00
Customer Training	$1,935.00
Freight Description:	
FOB Scott Equipment Springdale, AR	$7,200.00

NJPA AWARDED CONTRACT

Contract #031710-GRD

Terms: NET 30

Total Net Price: $354,892.60

Standard shipping terms are FOB factory - New Philadelphia, Ohio unless otherwise noted in the freight column.

Comments Section:

Upper AC, Work Lights, AM FM Radio are standard, Parts and Service Manuals are on a CD in the Operator Manual.

Please sign below showing you have reviewed the specifications and accept the above terms.

NAME: _____ DATE SIGNED: _____

City of Fayetteville Item Review Form

2014-0090

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Alison Jumper

Submitted By

Parks and Recreation

Department

Action Required:

A resolution approving an agreement for architectural, engineering and bidding services between the City of Fayetteville and Crafton Tull in the amount of $83,225 for services associated with the renovation of the Lake Fayetteville Softball Complex.

Does this item have a cost? Yes

$83,225.00	$1,366,035.00	Community Park Improvements
Cost of this request	Category or Project Budget	Program or Project Name
2250.9255.5315.00	$461,559.79	Lake Fayetteville Improvements
Account Number	Funds Used to Date	Program or Project Category
13001.1306	$821,250.21	Parks Development
Project Number	Remaining Balance	Fund Name

Budgeted Item? **Budget Adjustment Attached?**

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

ENTERED 2/18/14

ENTERED 2/18/14

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

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

From: Alison Jumper, Park Planning Superintendent

Date: February 14, 2014

Subject: Resolution to approve a contract for architectural services with Crafton Tull
Agenda Request for March 4, 2014 Meeting

PROPOSAL:

The softball fields at Lake Fayetteville were originally buillt in circa 1975. Increased development surrounding the fields and inadequate drainage has led to continued maintenance burden and expense. Each year maintenance crews work to remove infield material that washes across the bleacher area and onto the field below. Drainage improvements to all three fields as well as potential upgrades to the concession and restrooms were identified in the 2014 Capital Improvement Plan.

A selection committee was formed per RFQ 13-01 and met on February 10, 2014. Crafton Tull was selected and has provided the attached scope of services and contract price for the requested architectural and bidding services. If approved, architectural services will be provided from April through June. Once a final design is approved, a contract amendment for construction phase services will be submitted to the City Council for approval at a later date. Construction of the project is expected to begin in early September after the summer softball league is complete.

RECOMMENDATION:

Staff recommends a resolution approving the agreement between the City of Fayetteville and Crafton Tull in an amount not to exceed $83,225 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

BUDGET IMPACT:

This project is funded with Parks Development Funds. The cost of $83,225 is accounted for in project number 13001.1306 – Lake Fayetteville Improvements.

Attachments:
Staff Review Form
Agreement Signed by Architect
PO Request

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH CRAFTON TULL & ASSOCIATES IN AN AMOUNT NOT TO EXCEED $83,225.00 FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE RENOVATION OF THE LAKE FAYETTEVILLE SOFTBALL COMPLEX

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Crafton Tull & Associates in an amount not to exceed $83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex. A copy of the contract is attached as Exhibit "A".

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CRAFTON TULL

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and CRAFTON TULL (hereinafter called CRAFTON TULL).

CITY OF FAYETTEVILLE from time to time requires professional architectural and engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and CRAFTON TULL in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of Crafton Tull.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of CRAFTON TULL.

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

SECTION 2 - BASIC SERVICES OF ARCHITECT AND ENGINEER

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

2.1.1 The Scope of Services to be furnished by CRAFTON TULL during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 CRAFTON TULL shall coordinate their activities and services with the CITY OF FAYETTEVILLE. CRAFTON TULL and CITY OF FAYETTEVILLE agree that CRAFTON TULL has full responsibility for the architectural and engineering services.

EXHIBIT
A

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CRAFTON TULL.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist CRAFTON TULL by placing at CRAFTON TULL's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist CRAFTON TULL in obtaining access to property reasonably necessary for CRAFTON TULL to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CRAFTON TULL and render in writing decisions pertaining thereto.

3.1.5 The Parks and Recreation Project Manager is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Parks and Recreation Project Manager shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to CRAFTON TULL in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

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

SECTION 5 - PAYMENTS TO ARCHITECT

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$ 83,225**. The CITY OF FAYETTEVILLE shall compensate CRAFTON TULL based on a Lump Sum basis as described in Appendix A, not to exceed **$83,225**.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for

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

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability:	

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

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

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

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this

Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

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

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

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

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

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

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to CRAFTON TULL at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CRAFTON TULL's default.

6.5.4 If termination for default is effected by CRAFTON TULL, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to CRAFTON TULL for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CRAFTON TULL relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, CRAFTON TULL shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CRAFTON TULL in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of CRAFTON TULL to fulfill contractual obligations, it is determined that CRAFTON TULL had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF

FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

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

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

6.10 Publications

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

6.11 Indemnification

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

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. CRAFTON TULL may retain reproduced copies of drawings and copies of other documents.

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

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CRAFTON TULL makes no warranty as to the compatibility of these files with any other system or

software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

CRAFTON TULL's address:
901 N. 47th St., Suite 200
Rogers, AR 72756

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of CRAFTON TULL

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

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

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

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and

CRAFTON TULL arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

7.4.1 CRAFTON TULL warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by

CRAFTON TULL for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

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

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against CRAFTON TULL as it could pursue in the event of a breach of the Agreement by CRAFTON TULL As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs CRAFTON TULL incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

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

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and CRAFTON TULL, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By :_____
Mayor, Lioneld Jordan

ATTEST:

By:_____
City Clerk

CRAFTON TULL

By: Daniel P. Ellis

Title: Vice President

END OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

Exhibit "A"

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

February 11, 2014

Crafton Tull has been selected to assist Fayetteville Parks and Recreation with the renovation of Lake Fayetteville Softball Complex. Included in the scope of work are renovations to the three softball fields including bleacher and dugout areas, fences and lighting and concession and restroom buildings. The city requests a proposal from qualified architects for the following scope of work:

I. Services:

1. Design renovation and provide cost estimates for the project which may include but is not limited to the following:
   - Surveying existing conditions;
   - Evaluating existing drainage structures;
   - Evaluating and renovating asphalt vehicular access to accommodate vehicles, pedestrians, and drainage;
   - Grading all fields to provide positive drainage from home plate to the outfield fence and around outside of fields (this may include retaining walls);
   - Adjusting, renovating, or adding ballfield lighting, fences, dugouts, score huts, turf, and bleacher areas to accommodate new field elevations;
   - Assess existing irrigation supply line, design new irrigation system for all three fields.
   - Renovating dugouts and bleacher areas for all fields;
   - Designing ADA access to all fields and spectator areas from parking area and between fields;
   - Renovating of the concession and restroom buildings. This may include new fixtures, cabinets, windows, wall covering, etc.;
   - Designing and replacing ballfield irrigation system including pump and supply line; and
   - Designing landscaping for entry, concession and restroom area.
2. Ensure all new construction meets current ADA requirements, where applicable.
3. Assure all improvements meet current building and Arkansas Department of Health codes and regulations. Obtaining all necessary permits which may include but is not limited to City of Fayetteville building permits and Arkansas Department of Health permits. Fees for City of Fayetteville permits will be waived.
4. Provide bidding phase services including reviewing submittals, issuing addendums (as required), attending pre-bid meeting, pre-construction meeting, etc.
5. Provide construction phase services such as review of submittals, review of pay requests, part time construction observation and attendance at progress meetings and inspections.

II. Schedule:

1. Agreement and Proposal for services due to Parks staff by noon Friday, February 14, 2014 to meet the deadline for March 4, 2014 City Council meeting. Agreement must be in the required format approved by the City of Fayetteville City Attorney.
2. Conceptual design (30%) due to Parks staff by Friday, April 18, 2014.
3. Preliminary design (60%) due to Parks staff by Tuesday, May 2, 2014.
4. Final design (100%) including construction bid documents and cost estimate due to Parks staff by Friday, May 23, 2013
5. Advertise for bids no later than Wednesday, June 4, 2014.
6. Bid opening due no later than Wednesday, June 25, 2013 to meet deadline for July 15, 2013 City Council meeting.

Please let me know if you have any questions or need additional information. You may reach me at 479-444-3469 or ajumper@ci.fayetteville.ar.us.

Regards,

Alison Jumper, PLA
Park Planning Superintendent

Exhibit "A" Cont.

Surveying Scope of Basic Services for Survey:

Project:	Lake Fayetteville Softball Complex Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	**Surveying**
Discipline Manager:	Al Harris
Project Manager:	Wes Burgess
Proposal Date:	02/13/14
Billing Type:	Lump Sum
Fee:	Survey Fee: $ 12,800 - plus reimbursable expenses of $1,700
Description of the Project site:	Improvements to the Lake Fayetteville Softball Field Complex located on the west side of Lake Fayetteville as shown on the attached aerial site map (Exhibit "C") containing approximately 14.0 acres.

- We will mark the survey site and request a Utility 1-Call System underground utility line locate within the designated project improvement area.
- Our survey crew will set a minimum of two semi-permanent survey control monuments on the site that will be tied to the city coordinate and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of the softball field complex area as shown on the attached Exhibit "C" aerial map. We will locate the buildings and restrooms within the softball complex, the perimeter fences, light poles, back stops, dugouts, bleachers, and other visible structures within the project area. Ground elevations will be taken across the existing softball field areas for the creation of 1'contours across the project site. All retaining walls, curbs, sidewalks and other structures will be located and their elevations determined.
- We will locate all visible utility lines on the project improvement area site and those as marked by the utility 1-Call System, and will include the sizes & flow lines of drainage inlets and pipes, and sewer manhole tops & inverts.
- The edge of the private driveways and parking areas, where shown on the attached Exhibit "C" proposed improvement site, will be located and shown on the survey. We will survey the location and elevations of the adjacent curb, edge of asphalt, sidewalk, and driveways within the project site area to enable the determination of the site drainage across the softball fields. A portion of the existing asphalt trail located on top of the lake dam will also be located and shown on the survey within the site area as shown on the attached Exhibit "C" aerial map.
- We will locate the edge of the tree line on the south side of the project site as shown on Exhibit "C". The individual trees within the heavily wooded area along the south side will not be located or shown on the survey drawing. The individual trees located throughout the site will be located and shown on the survey including the measured diameters.
- We will locate the portions of the city boundary lines within the limits of this project site, which will be shown on the survey.
- We will prepare a base survey drawing of the topographic survey for the softball field complex improvement area site, which will be used for engineering and architectural design purposes.

- We will prepare a Project Control Sheet for the survey site for inclusion in the civil construction drawing plan set.

Scope of Basic Services does NOT include the following:

- Boundary survey for the entire city park or a separate boundary survey plat.
- Topographic survey data, trees, and existing improvements that are not located within the project area as shown on attached Exhibit "C".
- Easement dedication plat, easement documents, tract split plats, or similar type plats as may be required by the governing agency for approval of this project.
- Surveys and plats of the property for sales, or for purposes other than as previously described.
- Surveys of offsite areas not located within the above referenced property.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.

Note: These Additional Services can be provided for additional fee.

Client shall provide:

- Disclosure of known buried utilities that are not marked by the Arkansas 1-Call System.
- Any existing boundary and topographic survey plats of the property that are in their possession.
- Disclosure of known boundary disputes, possible encroachments, and gaps or overlaps with adjoining properties.
- Disclosure of known buried tanks or environmental concerns within the proposed improvement site area that will be required to be shown on the survey.
- Access for our survey crew personnel to enter the property to conduct the surveys.

This is the Surveying scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Civil Engineering Scope of Basic Services For:

Project:	Lake Fayetteville Softball Complex Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	**Civil Engineering**
Discipline Manager:	Daniel Ellis
Project Manager:	Wes Burgess
Proposal Date:	02/13/14
Billing Type:	Lump Sum
Fee/Estimate:	$34,625
Description of the Construction Project:	Renovation of an existing Softball Complex near Lake Fayetteville. The project will include evaluating existing drainage patterns onsite and developing improvements ensure runoff does not flow toward home plate. Vehicular access will be evaluated and improved if necessary.

The services to be provided by Civil Engineering:

Conceptual Design Phase – Anticipated Schedule March 5-April 18, 2014:

- Site Investigations & Feasibility Studies
- Guidance on City Planning Codes
- Project Scheduling
- Conceptual Site Plan

Preliminary Design Phase ("On-site" Only) – Anticipated Schedule April 19-May 2, 2014:

- Development Plans for City Permitting
- Attend City Meetings
- Preliminary Drainage Report
- Preliminary Drawings to include:
  - Site Plan
  - Utility Plan (including coordination with local utility companies for their layouts)
  - Grading Plan
  - Erosion Control Plan
  - Storm Sewer Profiles
  - Detail Sheets

Final Design Phase ("On-site" Only) – Anticipated Schedule May 3-May 23, 2014:

- Construction Drawings to include:
  - Site Plan
  - Utility Plan (including coordination with local utility companies for their layouts)
  - Grading Plan
  - Erosion Control Plan
  - Storm Sewer Profiles
  - Detail Sheets
  - Final Drainage Report
  - Storm Water Permitting with City and applicable State Agency
  - Utility Construction Permitting with City and applicable State Agency

Bidding & Negotiating Phase – Anticipated Schedule May 24-July 15, 2014:

- Assist the owner in obtaining bids or negotiated proposals and award of contracts.
- Respond to contractor's request for information regarding clarification of the contract documents.
- Review substitution requests for products specified on project.
- Prepare addendum and supplemental drawings as needed.

Construction Administration Phase - Anticipated Schedule Starting July 16, 2014:

- Construction Observation
- Process Change Orders
- Progress Meetings
- Construction Staking
- Process and Verify Pay Requests

- Record Drawings
- Final Inspection & Project Close-out

Services Provided by Architect:

- Architectural Design
- Site Lighting Plan and Photometric Layout
- Building Elevations, if required

Items Provided by Client if required for Project (it is not anticipated that these items will be needed):

- Geotechnical Report
- Title Commitment
- Phase I Environmental Assessment
- Easement Procurement

Additional Items that can be Provided by CTA under amendment or separate contract

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Traffic Study
- Landscaping Design
- Offsite Utility or Street Extensions

This is the Civil Engineering scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Landscape Architecture Scope of Basic Services For:

Project:	Lake Fayetteville Softball Complex Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	**Landscape Architecture**
Discipline Manager:	Frank Riggins
Project Manager:	Wes Burgess
Proposal Date:	02/13/14
Billing Type:	Lump Sum
Fee/Estimate:	$10,500.00

The Services to be Provided by the Landscape Architect are as Outlined Below:

- Assess existing irrigation system supply line.
- Design of new irrigation systems for existing fields to include pump and supply line showing the location of the irrigation heads, valve locations, piping diagram and pipe sizes, pump and supply line location and size, and pump specifications.
- Landscape design for entry, restrooms and concession areas
- Provide a cost estimate of the landscape improvements shown on the drawings.
- Provide written technical specifications for the work shown on the landscape and irrigation drawings.
- Provide landscape and irrigation details.
- Drawings will be in *AutoCad* format and will be presented in hardcopy format.
- Part time inspection and attendance at progress meetings.

Scope of Basic Services does Not Include the Following:

- Geotechnical Investigation.
- Re-zoning or re-classification of the site.
- As-built documents.
- Fees or permits.
- Hardscape design or detailing.
- Grading and/or drainage design.
- Retaining wall design.
- Tree survey and species identification and inventory.

Note: Services listed can be provided for additional fee.

This is the Landscape Architecture scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Architectural Scope of Basic Services For:

Project:	Lake Fayetteville Softball Complex Renovations
Client:	City of Fayetteville
Location of Project:	Fayetteville, AR
Discipline:	**Architecture**
Discipline Manager:	Wes Burgess
Project Manager:	Wes Burgess
Proposal Date:	02/13/14
Billing Type:	Lump Sum
Fee/Estimate:	$17,500
Description of the Construction Project:	Renovations to softball fields, site amenities and associated buildings per City of Fayetteville project scope sheet

The services to be provided by the Architect, as outlined below, shall include submittal for the Owner's approval a schedule for the performance of the Architect's services to include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

Conceptual Design Phase– Anticipated Schedule March 5-April 18, 2014:

- Review Owner's project program and concept to establish project requirements.
- Provide preliminary evaluation of Owner's program, schedule and construction budget. .
- Review with the owner alternative approaches to design and construction of the project.
- Based on the mutually agreed-upon program, schedule and construction budget requirements, the architect shall prepare, for the Owner's approval, Conceptual Design Documents as indicated below:
  - Floor plans and other drawings necessary to convey intent for conceptual schemes.
  - Relative preliminary opinions of probable cost for each scheme.

Preliminary Design Phase– Anticipated Schedule April 19-May 2, 2014:

- Based on the selected final Conceptual Design and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Preliminary Design documents consisting of drawings and other documents as indicated below:
  - Floor Plans, Elevations, Ceiling Plan, Finish Schedule

Final Design (Construction Documents) Phase– Anticipated Schedule May 3-May 23, 2014:

- Based on the approved Preliminary Design Documents and any further adjustments in scope, quality, schedule or construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- Assist the Owner in preparation of necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between the Owner and the Contractor.
- Assist the Owner with the filing of required documents for approval of the authorities having jurisdiction over the project.
- Provide an updated opinion of probable cost for all work contained in Construction Documents.

Bidding & Negotiating Phase– Anticipated Schedule May 24-July 15, 2014:

- Assist the owner in obtaining bids or negotiated proposals and award of contracts.
- Respond to contractor's request for information regarding clarification of the contract documents.
- Review substitution requests for products specified on project.
- Prepare addendum and supplemental drawings as needed.

Construction Administration Phase - Anticipated Schedule Starting July 16, 2014:

- Provide administration of the Contract for Construction as set forth in the Owner Architect Agreement, and the General Conditions of the Contract for Construction.
- Provide a project representative to advise and consult with the Owner during the administration of the Contract for Construction.
- Provide for approval of shop drawings and submittals from the contractor.

- Attend regular site visits and construction meetings on a maximum b-weekly basis for the purpose of monitoring construction progress and general conformance with the Contract documents, report to the Owner any deviations from the Contract Documents.
- Conduct final inspection and review contractors punch list for completion of project.

Additional Services:

It may become necessary from time to time to incorporate changes to the contract documents to accommodate changes in the project program and /or other requirements. These changes will be made on time and material basis and billed to the Owner per the attached billing rate schedule for additional services.

- Provide revisions to approved documents when requested and approved in writing by the Owner.
- These services shall not be provided without prior written approval by the owner.

Owner's Responsibilities:

The Owner shall be responsible for providing the following information:

- Any special requirements not typically provided by the Architect's scope which are necessary to complete the design of the project.

This is the Architectural scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

End of Exhibit

LAKE FAYETTEVILLE SOFTBALL COMPLEX RENOVATIONS EXHIBIT A Cont.

Phase Name	Employee/Class Name	Billable Rate	Hours	Cost
Conceptual Design				
	Director of Architecture	$ 145.00	6	$ 870.00
	Intern Architect III	$ 95.00	24	$ 2,280.00
	Sr. Engineering Manager	$ 145.00	4	$ 580.00
	Sr. Project Engineer	$ 115.00	6	$ 690.00
	Engineer Intern II	$ 85.00	10	$ 850.00
	Engineering Designer I	$ 75.00	2	$ 150.00
	Engineering CAD Tech III	$ 70.00	20	$ 1,400.00
	Sr. Professional Surveyor	$ 120.00	10	$ 1,200.00
	Professional Surveyor	$ 90.00	43	$ 3,870.00
	Survey Party Chief	$ 80.00	65	$ 5,200.00
	Survey Technician III	$ 55.00	46	$ 2,530.00
	Sub-Total		**236**	**$ 19,620.00**
Preliminary Design				
	Director of Architecture	$ 145.00	4	$ 580.00
	Intern Architect III	$ 95.00	24	$ 2,280.00
	Sr. Landscape Architect	$ 115.00	8	$ 920.00
	Project Lanscape Architect	$ 90.00	8	$ 720.00
	Landscape Arch Desgner	$ 80.00	8	$ 640.00
	Sr. Engineering Manager	$ 145.00	6	$ 870.00
	Sr. Project Engineer	$ 115.00	4	$ 460.00
	Engineer Intern II	$ 85.00	10	$ 850.00
	Engineering Designer I	$ 75.00	4	$ 300.00
	Engineering CAD Tech III	$ 70.00	32	$ 2,240.00
	Sub-Total		**108**	**$ 9,860.00**
Final Design / Const. Docs				
	Director of Architecture	$ 145.00	6	$ 870.00
	Intern Architect III	$ 95.00	49	$ 4,655.00
	Sr. Landscape Architect	$ 115.00	14	$ 1,610.00
	Project Lanscape Architect	$ 90.00	22	$ 1,980.00
	Landscape Arch Desgner	$ 80.00	20	$ 1,600.00
	Landscape Arch Intern	$ 55.00	12	$ 660.00
	Sr. Engineering Manager	$ 145.00	6	$ 870.00
	Sr. Project Engineer	$ 115.00	4	$ 460.00
	Engineer Intern II	$ 85.00	40	$ 3,400.00
	Engineering Designer I	$ 75.00	10	$ 750.00
	Adminstrative Assistant III	$ 60.00	2	$ 135.00
	Engineering CAD Tech III	$ 70.00	80	$ 5,600.00
	Sub-Total		**265**	**$ 22,590.00**

Bidding & Negotiating				
	Director of Architecture	$ 145.00	4	$ 580.00
	Intern Architect III	$ 95.00	4	$ 380.00
	Project Lanscape Architect	$ 90.00	4	$ 360.00
	Landscape Arch Desgner	$ 80.00	4	$ 320.00
	Engineer Intern II	$ 85.00	4	$ 340.00
	Engineering Designer I	$ 75.00	2	$ 150.00
	Sub-Total		**22**	**$ 2,130.00**
Construction Phase Services				
	Director of Architecture	$ 145.00	8	$ 1,160.00
	Intern Architect III	$ 95.00	40	$ 3,800.00
	Sr. Landscape Architect	$ 115.00	8	$ 920.00
	Project Lanscape Architect	$ 90.00	8	$ 720.00
	Sr. Engineering Manager	$ 145.00	11	$ 1,595.00
	Sr. Project Engineer	$ 115.00	22	$ 2,530.00
	Engineer Intern II	$ 85.00	24	$ 2,040.00
	Sr. Inspector	$ 90.00	94	$ 8,460.00
	Sub-Total		**215**	**$ 21,225.00**
Reimbursable Expesnses				
	Survey Expenses			$ 1,700.00
	Mileage			$ 3,500.00
	Postage			$ 100.00
	Printing			$ 2,000.00
	Health Dept. Review Fee			$ 500.00
	Sub-Total			**$ 7,800.00**
	Total		**846**	**$ 83,225.00**

Crafton Tull
architecture | engineering | surveying

Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2014

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	$ 150
DIRECTOR OF ARCHITECTURE	$ 145
DIRECTOR OF QUALITY ASSURANCE	$ 145
SR. PROJECT MANAGER	$ 140
PROJECT MANAGER	$ 125
SR. PROJECT ARCHITECT	$ 110
PROJECT ARCHITECT	$ 100
INTERN ARCHITECT III	$ 95
INTERN ARCHITECT II	$ 85
INTERN ARCHITECT I	$ 75
SR. DESIGNER	$ 110
DESIGNER III	$ 95
DESIGNER II	$ 85
DESIGNER I	$ 75
BIM COORDINATOR III	$ 70
BIM COORDINATOR II	$ 55
BIM COORDINATOR I	$ 40
INTERIOR DESIGN	
VICE PRESIDENT OF INTERIOR DESIGN	$ 105
DIRECTOR OF INTERIOR DESIGN	$ 95
INTERIOR DESIGN PROJECT MANAGER	$ 90
SR. PROJECT INTERIOR DESIGNER	$ 85
PROJECT INTERIOR DESIGNER	$ 80
INTERIOR DESIGNER III	$ 75
INTERIOR DESIGNER II	$ 70
INTERIOR DESIGNER I	$ 65
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	$ 155
SR. ENGINEERING MANAGER	$ 145
ENGINEERING MANAGER	$ 125
SR. PROJECT ENGINEER	$ 115
PROJECT ENGINEER	$ 100
ENGINEER INTERN II	$ 85
ENGINEER INTERN I	$ 75
SR. ENGINEERING DESIGNER	$ 115
ENGINEERING DESIGNER III	$ 95
ENGINEERING DESIGNER II	$ 85
ENGINEERING DESIGNER I	$ 75
ENGINEERING CAD TECHNICIAN III	$ 70
ENGINEERING CAD TECHNICIAN II	$ 55
ENGINEERING CAD TECHNICIAN I	$ 45
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	$ 115
PROJECT LANDSCAPE ARCHITECT	$ 90
LANDSCAPE ARCHITECTURE DESIGNER	$ 80
LANDSCAPE ARCHITECT INTERN	$ 55
PLANNING	
PLANNING MANAGER	$ 125
SR. PLANNER	$ 110
PLANNER	$ 90
PLANNER INTERN	$ 50
INSPECTION	
SR. INSPECTOR	$ 90
INSPECTOR II	$ 80
INSPECTOR I	$ 65

Category	Hourly Rate
STRUCTURAL & MEP ENGINEERING	
VICE PRESIDENT OF ENGINEERING	$ 150
DIRECTOR OF ENGINEERING	$ 145
SR. PROJECT MANAGER	$ 140
PROJECT MANAGER	$ 125
SR. PROJECT ENGINEER	$ 115
PROJECT ENGINEER	$ 100
ENGINEER INTERN III	$ 95
ENGINEER INTERN II	$ 85
ENGINEER INTERN I	$ 75
SR. ENGINEERING DESIGNER	$ 115
ENGINEERING DESIGNER III	$ 95
ENGINEERING DESIGNER II	$ 85
ENGINEERING DESIGNER I	$ 75
BIM COORDINATOR III	$ 70
BIM COORDINATOR II	$ 55
BIM COORDINATOR I	$ 40
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	$ 150
SR. PROFESSIONAL SURVEYOR	$ 120
PROFESSIONAL SURVEYOR	$ 90
SURVEY COORDINATOR	$ 70
SURVEYOR INTERN	$ 75
SURVEY PARTY CHIEF	$ 65
SURVEY TECHNICIAN III	$ 55
SURVEY TECHNICIAN II	$ 40
SURVEY TECHNICIAN I	$ 30
SCANNING FIELD TECHNICIAIN	$ 60
SCANNING OFFICE TECHNICIAN	$ 150
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	$ 95
GIS ANALYST	$ 85
GIS TECHNICIAN II	$ 55
GIS TECHNICIAN I	$ 40
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 150
ADMINISTRATIVE MANAGER	$ 120
ADMINISTRATIVE IV	$ 80
ADMINISTRATIVE III	$ 60
ADMINISTRATIVE II	$ 45
ADMINISTRATIVE I	$ 35
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
Scanning Equipment	$240/Hour
Job Related Mileage	$0.56/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	$0.15/sheet
Color 8.5"x11" Copies	$1.50/sheet
Photo Paper Color Plan Sheet Copies	$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	$1.50/sq. ft
Reproducible Plan Copies (Bond)	$0.35/sq. ft.

All rates are subject to change without notice.

EXHIBIT "C"

Lake Fayetteville-Softball Field Complex

SURVEY SITE

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: 2/14/2014
P.O Number:	Expected Delivery Date:
Mail Yes:__ No:____	
Taxable Yes: x No:____	Quotes Attached Yes:____ No:____
Divison Head Approval:	

Vendor #:	Vendor Name: Crafton Tull		
Address: 901 N. 47th Street Suite 200		Fob Point:	
City: Rogers	State: AR	Zip Code: 72756	Ship to code:
Requester: Alison Jumper		Requester's Employee #: 2369	Extension: 3469

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Architectural and EngineeringServices for Lake Fayetteveille Ballfield Improvemets per RFQ #13-01	1	Lot	$83,225.00	$83,225.00	2250.9255.5314.00	13001.1306		
2									
3									
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
.	Shipping/Handling		Lot		$0.00				

Special Instructions:

Tax is included in the contract price.

-

Subtotal:	$83,225.00
Tax:	
Total:	$83,225.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 1/2/2008

City of Fayetteville Item Review Form

2014-0032

Legistar File Number

02/18/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Peter Nierengarten

Submitted By

Sustainability & Resilence

Department

Action Required:

Staff recommends approval of ADM 13-4331 to amend Unified Development Code Chapters 151, 162, 163 and 164 to create greater citizen access to Onsite Produce Sales and Urban Agriculture.

Does this item have a cost? No

Cost of this request	Category or Project Budget	Program or Project Name
Account Number	Funds Used to Date	Program or Project Category
ADM 13-4331	$0.00	
Project Number	Remaining Balance	Fund Name

Budgeted Item? **Budget Adjustment Attached?**

V20130812

Previous Ordinance or Resolution # 60-13

Original Contract Number:

Comments:

ENTERED 1-27-14

1-27-14

01-24-14 A11:15 RCVD

This ordinance was left on the 1st reading at the 2/18/14 City Council Meeting.

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Peter Nierengarten, Sustainability & Strategic Planning Director

From: Peter Nierengarten, Sustainability & Resilience Director PN

Date: January 17, 2014

Subject: ADM 13-4331 Urban Agriculture Code Amendments

RECOMMENDATION

Staff recommends approval of ADM 13-4331 to amend Unified Development Code Chapters 151, 162, 163 and 164 to create greater citizen access to Onsite Produce Sales and Urban Agriculture.

BACKGROUND

Fayetteville has seen a growing interest in local food and food security issues over the last several years. The national organization concerned about access to healthful foods, Feeding America has determined that 15% of Washington County's residents are food insecure. According to the Arkansas Department of Human Services, Washington County also has the second highest SNAP (food stamp) enrollment rate in Arkansas. These statistics, combined with an interest in preserving and celebrating local food culture have given rise to the formation of a number of local food related non-profits, as well as the increased support and popularity of local food entities, such as the Fayetteville Farmers' Market.

In response to these pressing issues, Feed Fayetteville a local non-profit dedicated to community food security, solicited a community food survey in October 2012 which included questions asking how to improve Fayetteville's community food system, urban agriculture, and access to fresh food. In a second survey, the Fayetteville Forward Local Foods group ranked these priorities, with the top three being:

1) Review the Unified Development Code (UDC) and recommend changes that would ease/increase citizens' ability to produce food;
2) Explore the possibilities for expanded opportunities to sell food onsite where grown; and
3) Review of the Animals and Fowl ordinance for possible increases in the type and number of animals permitted.

In March 2013, the City Council requested that staff assemble a group of stakeholders to review these priorities and recommend amendments to the Unified Development Code that would allow residents to raise more farm animals and sell more crops and animal products on non-agriculturally zoned lands in order to provide greater food security for Fayetteville residents. Staff met with a group of urban farmers, agricultural law experts, farmer's market representatives, and food security professionals to review Fayetteville's Unified Development Code food related policies, as well as other cities' policies, and has proposed revisions to the UDC based on their research and discussions. These recommendations fall into two categories: on-site sales and animals.

Onsite Sales:

Stakeholders and survey respondents expressed the desire to create more and easier ways to sell and purchase local produce and homemade food products onsite at a small and medium scale. Staff is addressing these needs by proposing changes to:

- Chapter 164.10: Garage Sales - Adding agricultural and produce sales as an allowed use;
- Chapter 162:01 Use Units - Including the sales of home produced agricultural products as an allowable home occupation. This use unit is a conditional use in all residential zoning districts; and
- Chapter 163.08: Home Occupation Use Conditions - Allow sales to take place in accessory structures and regulate signage in residential zoning districts.

Animals:
During discussions about increases in the type and number of animals permitted within the City, stakeholders felt strongly that larger properties that could sustain more animals should be allowed to have a larger number of animals. Therefore, recommendations for greater numbers of fowl, bees and goats are all based on increasing lot sizes, meaning that as lots get larger, more animals are allowed. Staff and stakeholders spent considerable time reviewing ordinances related to farm animals in many other cities and feel that the proposed ordinance changes provide reasonable allowances for numbers of animals while still providing protection for the peace and tranquility of Fayetteville neighborhoods. The proposed ordinance changes include property line and residence setbacks and require that all animals be kept in a neat and sanitary condition. The proposed ordinance changes also include registration requirements for bees and goats.

Many newer subdivisions in Fayetteville have covenants that prohibit animals other than dogs and cats. The proposed ordinance changes do not overrule or supersede any subdivision covenants.

Staff has attached the following background information for this project:
- A summary of the proposed code changes
- A clean revised copy of the proposed code language
- A copy of the existing code language with the proposed changes shown in highlight and strikeout
- Peer cities animals allowance comparison
- City Council Resolution and agenda packet from March 19, 2013

DISCUSSION
On December 9, 2013 the Planning Commission discussed changes to the above referenced UDC Chapters. After a 4 – 4 vote on the proposed changes, the Commission voted to table discussion to the January 13, 2014 Planning Commission Meeting. Based on comments received during the December 9th meeting and subsequent conversations with Commissioners, the following changes were included in the revised ordinance:
- Requirement for manure disposal in Section 164.B8 and 164.D9
- Clarification on the requirement for signage for beehives in Section 164.C6
- Restriction of goats to the back and side yard in Section 164.D8

At their January 13, 2014 meeting, the Planning Commission voted 7 – 0 in favor of forwarding the revised ordinance changes to the City Council.

Additionally, the proposed increase in allowed numbers of fowl and goats may require small changes to City Code Chapters 92.23 and 92.24 to all for the impoundment and redemption of livestock by the Animal Services Program.

BUDGET IMPACT
The proposed increase in allowed numbers of fowl and goats could potentially increase the animal transport and containment needs of the Fayetteville Animal Service Program in the future. A current estimate of $22,000 would allow for the purchase of a livestock transport trailer and construction of a livestock containment area at the Fayetteville Animal Shelter. The livestock trailer and containment area would also help address pre-existing needs that Animal Service currently has in dealing with at-large livestock in Fayetteville. This capital improvement has not been identified as a high priority due to relatively low call numbers related to livestock transport, but may have to be revisited if there is impact to the program from the proposed ordinance such that the improvements are deemed necessary.

SUMMARY

Below is a summary of the Proposed Urban Agriculture Changes for Unified Development Code:

Chapter 164.10: Garage Sales (Exhibit A)

- Amended to Add Agricultural & Produce Sales
- Allows home sales of agricultural products 4 times per year (duration not to exceed 3 days) by right

Chapter 162: Use Units (Exhibit B)

- Amend Use Unit 24 – Home Occupations
- Includes Sales of Home Produced Ag Products as an allowable Home Occupation
- *Home Occupations are already a Conditional Uses in all Residential Zoning Districts*

Chapter 163.08: Home Occupation - Use Conditions (Exhibit C)

- Allow sales to take place in accessory structures (garage, barn, ADU, etc.)
- Allow signage in residential zoning districts

Chapter 164.04: Animals and Fowl (Exhibit D)

- Rename to *Urban Agriculture (Fowl, Bees & Goats)*

FOWL

- Defines allowed Fowl as Female Chicken and Ducks. NO ROOSTERS!
- Fowl allowed on single family residential (no change) and educational properties
- 4 fowl allowed on any lot (no change)
- For lots larger than 5000 sq ft, 1 additional fowl is permitted for each 1250 sq ft of lot area up to a maximum of 20 fowl
- Each fowl requires a minimum of 3 sq ft of coop space and access to outside
- Coops must be kept 25 feet from a neighboring residence (no change)
- Coops must be kept in side or back yard (no change)
- Coops must be kept in a sanitary condition (no change) and manure must be properly stored or disposed of

Fowl Examples:

Lot Size	Current Max	Proposed Max
RSF 4 zoning (minimum 8000 ft^2 lot)	4	6
10,900 ft^2 lot (~1/4 acre)	4	8
14,500 ft^2 lot (~1/3 acre)	4	11
21,800 ft^2 lot (~1/2 acre)	4	17
25,000 ft^2 lot and larger	4	20

BEES

- Bees allowed on single family residential and educational properties
- 2 hives allowed on any lot
- For lots larger than 5000 sq ft, 1 additional hive is permitted for each 2500 sq ft of lot area up to a maximum of 4 hives
- Hives not closer than 20 ft to property line (if fenced)
- Hives not closer than 100 ft to property line (without a fence)
- Hives must be kept in side or back yard
- Beekeeper must provide fresh water
- Beekeeper must obey by all Arkansas Apiary Laws
- Hive ownership details must be displayed with hive
- No Africanized bees
- Bees that create a public hazard must be removed or re-queened

Bee Examples:

Lot Size	Current Max	Proposed Max
RSF 4 zoning (minimum 8000 ft^2 lot)	0	3
10,900 ft^2 lot (~1/4 acre)	0	4
14,500 ft^2 lot (~1/3 acre)	0	4
21,800 ft^2 lot (~1/2 acre)	0	4

GOATS

- Only female dwarf or pygmy goats allowed (85lb and 22.5" tall max.) NO BUCKS!
- Goats have RFID microchips
- Goats allowed on single family residential and educational properties
- Goats only allowed on lots 10,000 sq ft and larger (2 goats allowed)
- Lots 15,0000 sq ft and larger are allowed up to a maximum of 3 goats
- Each goat requires minimum of 200 sq ft of secure fenced yard
- Stable or shelter is not allowed closer than 50 ft to a neighboring residence
- Stable or shelter and fenced yard must be kept in side or back yard
- Yard must be kept in a sanitary condition and manure must be properly stored or disposed of

Goat Examples:

Lot Size	Current Max	Proposed Max
RSF 4 zoning (minimum 8000 ft^2 lot)	0	0
10,900 ft^2 lot (~1/4 acre)	0	2
14,500 ft^2 lot (~1/3 acre)	0	2
21,800 ft^2 lot (~1/2 acre)	0	3

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 164.10 **GARAGE AND/OR AGRICULTURAL AND PRODUCE SALES**; § 161.10 (X) *UNIT 24. HOME OCCUPATION*; § 163.08 **HOME OCCUPATIONS** AND § 164.04 **URBAN AGRICULTURE (FOWL, BEES, AND GOATS)** OF THE UNIFIED DEVELOPMENT CODE

WHEREAS, the City Council wishes to permit owners of property in single family residential and educational zoned districts to keep and sell ducks, female chickens, bees and certain goats under certain conditions to promote urban agriculture and access to locally grown food.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.01 **Garage Sales** and enacts a new § 164.01 **Garage and/or Agricultural and Produce Sales** as shown on Exhibit "A" attached hereto.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 162.01 (X) *Unit 24. Home occupation* and enacts a replacement § 162.01 (X) *Unit 24. Home occupation* as shown on Exhibit "B" attached hereto.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 163.08 **Home Occupations** by repealing it in its entirety and enacting a replacement § 163.08 **Home Occupations** as shown on Exhibit "C".

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.04 **Animals and Fowl** and enacts a replacement § 164.04 **Urban Agriculture (Fowl, Bees and Goats)** as shown on Exhibit "D".

PASSED and **APPROVED** this 4th day of February, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Exhibit "A"

Amend Chapter 164:10

164.10 Garage and/or Agricultural & Produce Sales

Garage and/or agricultural & produce sales are permitted in any zoning district subject to the following conditions:

(A) *Frequency.* Garage and/or agricultural & produce sales shall not locate in one (1) location more than four (4) times per year.

(B) *Term.* Garage and/or agricultural & produce sales may be held for a duration not to exceed three (3) consecutive days.

(C) *Signs.* One on-site and three off-site temporary signs are allowed to be posted, however, posting may not occur more than two (2) days before the sale begins. Signs are not to be located on public rights-of-way. Each sign shall not exceed 4.5 square feet in area. The off-site signs shall include address and date(s) of sale. All signs shall be removed by 8:00 a.m. on the day following the sale. Any such signs not so removed the following day, or located in public rights-of-way may be removed by city staff and for any such sign removed a collection fee shall be imposed.

Exhibit "B"

Amend Ch. 162

(X) *Unit 24. Home occupation.*

(1) *Description.* Unit 24 consists of businesses for which financial compensation is received, conducted on a residential property, and which generates motor vehicle traffic to the residential property. Only those residing on the property may be employed by the home occupation.

(2) *Included uses.*

Home child care, no more than six children	
Instructional services:	Art Crafts Dance Music Tutoring
Professional services:	Architects Insurance agents Lawyers Real estate agents Accountants Editors Publishers Graphic designers Travel agents
Repair services:	Clocks and watches Computers Electronic devices Lawnmowers Small appliances Small engines
Sales of - home produced agriculture products:	Produce Eggs Honey or beeswax products Jams or jellies Milk and milk products Other products that may be home grown or home made on this property

Exhibit "C"

Amend Ch. 163.08

163.08 Home Occupations

In any zoning district where home occupations are permitted by right or conditional use, said home occupations shall not occupy more than 30% of the gross floor area of one floor of the primary dwelling unit, nor more than 300 square feet of the gross floor area, whichever is greater. For Building Regulations purposes, any non-residential use that exceeds 30% of the gross floor area of one floor of the primary dwelling unit or more than 300 square feet of the gross floor area of the structure shall meet all applicable building and Unified Development Code regulations and shall not be considered a home occupation. These limitations shall not apply to foster family care, or the providing of room or board as an accessory use only. Home occupations that require a conditional use permit shall be subject to the following regulations:

(A) *Exterior alterations.* No exterior alterations of the structure may be made which are of a nonresidential nature.

(B) *Sign/evidence of business.* No advertising, display, storage or other external evidence of business shall be permitted, except that for each dwelling unit with a permitted home occupation, one unanimated, non-illuminated home occupation sign which identifies the home occupation shall be permitted, if such sign is erected flat against a wall or door or is displayed in a window, and does not exceed three (3) square feet in area. No freestanding signs shall be permitted for home occupations in any zone.

(C) *Employees.* No person may be employed other than a member of the immediate family residing on the premises.

(D) *Mechanical equipment.* No mechanical equipment may be used which creates a disturbance such as noise, dust, odor, or electrical disturbance.

(E) *Parking.* No parking spaces other than normal residential parking spaces shall be permitted.

(F) *Additional regulations.* Home occupations in an RSF District shall be subject to the following additional regulations:

(1) *Term.* No conditional use permit for a home occupation in any RSF District shall be issued for a period exceeding one year, but such a permit may be for a period shorter than one year. Upon expiration of a conditional use permit, the Zoning and Development Administrator shall have the authority to renew a conditional use permit for the same period as originally authorized, if the Zoning and Development Administrator has received no complaints or opposition from residents of the neighborhood in which the home occupation is located. The Zoning and Development Administrator may refer any proposed renewal of a conditional use permit to the Planning Commission for final decision.

(2) *Hours.* No home occupation shall be open to the public earlier than 7:30 a.m. or later than 5:30 p.m.; provided, the Planning Commission may vary the restrictions imposed hereby upon a determination that such a variance will not adversely affect the health, safety, peace, tranquility, or welfare of the neighborhood in which the home occupation is located.

(3) *Traffic.* No home occupation shall be allowed in an RSF District if the Planning Commission determines that the home occupation would generate such excessive traffic as would adversely affect the safety, peace, tranquility or welfare of the neighborhood.

Exhibit "D"

Amend Ch. 164.04 Animals and Fowl Supplementary District Regulations

164.04 Urban Agriculture (Fowl, Bees & Goats)

(A) General Provisions

(1) It shall be unlawful for any person to permit or allow any domesticated animal or fowl to run at large within the corporate limits of the city.

(2) Animals traditionally associated with the practice of livestock raising or farm animals, such as horses, goats, swine, chickens, cows, bees and other such animals are not considered pets and are not permitted within any zoning district in the city limits, with the exception of R-A, Residential Agricultural or other zoning districts in which Use Unit #6, Agriculture and Use Unit #7, Animal Husbandry are permitted uses by right, unless otherwise stated herein.

(3) *Separation of use.* Unless otherwise stated herein, the following uses, where permitted, shall be conducted no nearer than the following stated number of feet to the boundary of an R District, or to a dwelling on the same premises.

25 FEET
Chicken Coop in Residential districts (from residential dwelling on adjacent lot)

50 FEET
Animal hospital; serving household pets and similar small animals
Commercial breeding, raising
Boarding: breeding, raising, or boarding of household pets or similar small animals for commercial purposes
Kennel
Egg farm

100 FEET
Animal hospital: serving livestock and similar animals
Boarding or training of horses
Dairy farm
Poultry farm
Farm: for raising cattle, goats, horses, sheep, rabbits and poultry

200 FEET
Hog raising
Livestock: assembly, breeding, feeding, sales or shipment

(4) This section shall not supersede or invalidate any sections within Fayetteville City Code, Chapter 92 – Animals. Chapter 92 shall take precedence over any conflicting provisions of this section.

(B) *Fowl.* It shall be lawful to keep fowl within the corporate limits of the city under the following terms and conditions:

(1) Allowed fowl shall include ducks and/or female chickens only. No roosters shall be allowed. All fowl shall be a breed that cannot fly or must be wing-clipped to prevent flight.

(2) The principal use of the property shall be educational or single family residential.

(3 A maximum of four (4) fowl shall be allowed on lots five thousand (5,000) square feet and smaller. For lots larger than five thousand (5,000) square feet, one (1) additional fowl shall be allowed for every additional one thousand two hundred and fifty (1,250) square feet, up to a maximum number of twenty (20) fowl.

(4) There shall be no outside slaughtering of fowl.

(5) Fowl shall be provided with sufficient good and wholesome food and water.

(6) All fowl shall have a coop/roost that is constructed with a minimum area of three (3) square feet per fowl and during daylight hours fowl shall have access to a secure enclosure/yard that is adequately fenced to protect them from predators. The coop/roost shall be kept in the side or rear yard, and is not permitted in the front yard area.

(7) The coop/roost structure shall not be located closer than twenty-five (25) feet

to any residential structure on an adjacent lot, and shall meet the building setbacks of the underlying zoning district.

(8) The coop/roost structure shall be well ventilated and provide protection from the weather and predators. The coop/roost area must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors, attraction of flies or vermin, the creation of an environment otherwise injurious to the public health and safety, or that would obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood, city, or other persons. The owner shall provide for the storage and removal of manure. Stored manure to be used for composting shall be fully covered or placed in an enclosure. All manure not used for composting or fertilizing shall be removed and properly disposed.

(9) Illegal fowl currently existing in the city shall not be "grandfathered" or permitted to remain after the effective date of this Ordinance.

(10) The City may further restrict or prohibit the keeping of fowl within residential districts, within a neighborhood or on a particular property if the City Council determines that fowl have created a public nuisance or public health issue.

(11) Nothing in this section shall be deemed or construed to prohibit the keeping of fowl within a school property or community garden for the purposes of study or education.

(C) *Bees.* It shall be lawful to establish or maintain any hive where bee colonies are kept, or keep any bees in or upon any premises within the corporate limits of the city under the following terms and conditions:

(1) The principal use of the property shall be educational or single family residential.

(2) A maximum of two (2) hives shall be allowed on lots five thousand (5,000) square feet and smaller. For lots larger than five thousand (5,000) square feet, one (1) additional hive shall be allowed for every additional two thousand five-hundred (2,500) square feet up to a maximum of four (4) hives.

(3) All hives shall be located at least twenty (20) feet from a securely fenced property line. Hives shall be located a minimum of one hundred (100) feet from an unfenced property line. Hives shall be kept in the side or rear yard, and are not permitted in the front yard area.

(4) Fresh clean watering facilities for the bees shall be provided within twenty (20) feet of the hive(s) at all times.

(5) All hives shall be registered through the Arkansas State Plant Board and all hives and equipment kept in accordance with the Arkansas Apiary Law and Regulations.

(6) Each beehive shall be identified by displaying the name, telephone number, address and state registry number of the beekeeper on the structure of the hive or on a sign within ten (10) feet of the hive. Identification shall be placed in a manner to make it conspicuous to anyone approaching the hive(s). This information shall also be made available to any city official upon request.

(7) Nothing in this section shall be deemed or construed to prohibit the keeping of bees at a school property or community garden for the purposes of study or education.

(8) Africanized honey bees are prohibited.

(9) In instances where bees create a public hazard with unprovoked aggressive behavior, it shall be the responsibility of the beekeeper to re-queen or remove the colony. The Northwest Arkansas Beekeepers Association should be contacted to handle the removal or re-queening of beehives.

(10) The City may further restrict or prohibit the keeping of bees within residential districts, within a neighborhood or on a particular property if the City Council determines that bees have created a public nuisance or public health issue.

(D) *Goats.* It shall be lawful to keep goats within the corporate limits of the city under the following terms and conditions:

(1) Allowed goats shall be female dwarf or pygmy goats not weighing more than

eighty-five (85) lbs and no taller than twenty-two and a half (22.5) inches at the withers (ridge between the shoulder blades). Bucks are not allowed.

(2) All goats shall have RFID microchips and be registered with the Fayetteville Animal Services Program.

(3) The principal use of the property shall be educational or single family residential.

(4) Goats shall not be permitted on lots smaller than ten thousand (10,000) square feet. The minimum number of goats kept on a lot that is ten thousand (10,000) square feet and larger shall be two (2). Lots fifteen thousand (15,000) square feet and larger shall be allowed up to a maximum number of three (3) goats. Nursing off-spring may be kept on the property until the age of twelve (12) weeks and shall not be included in the number of goats allowed.

(5) There shall be no onsite slaughter of goats.

(6) Goats shall be provided with sufficient good and wholesome food and water.

(7) All goats shall have a secure, fenced yard constructed with a minimum area of two hundred (200) square feet per goat and a shelter that is minimum five (5) square foot per goat. Shelters shall be well ventilated and provide protection from the weather including four sides with opening, roof and floor.

(8) The shelter shall not be located closer than fifty (50) feet to any residential structure on an adjacent lot, and shall meet the building setbacks of the underlying zoning district. The shelter and fenced yard shall be in the side or rear yard, and are not permitted in the front yard area.

(9) The yard must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors, attraction of flies or vermin, the creation of an environment otherwise injurious to the public health and safety, or that would obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood, city, or other persons. The owner shall provide for the storage and removal of manure. Stored manure to be used for composting shall be fully covered or placed in an enclosure. All manure not used for composting or fertilizing shall be removed and properly disposed.

(10) Nothing in this section shall be deemed or construed to prohibit the keeping of goats within a school property or community garden for the purposes of study or education. Additionally, land owners are permitted to keep goats in one location for a maximum of two (2) weeks for the purpose of land clearing and the removal of vegetation.

(11) The City may further restrict or prohibit the keeping of goats within residential districts, within a neighborhood or on a particular property if the City Council determines that goat(s) have created a public nuisance or public health issue.

(E) Exemptions. The above sections are not intended to apply to indoor birds kept as pets, such as, but not limited to, parrots or parakeets, nor to the lawful transportation of fowl through the corporate limits of the city. Neither shall it apply to fowl, bees or goats kept in areas of the City which are zoned R-A, Residential Agricultural, or other zoning districts in which Use Unit #6, Agriculture and Use Unit #7, Animal Husbandry are permitted uses by right.

Exhibit "A"

Amend Chapter 164:10 Garage Sales Supplementary District Regulations by removing the language show in strikeout type and inserting the language shown in bold type.

164.10 Garage **and/or Agricultural & Produce** Sales

Garage **and/or agricultural & produce** sales are permitted in any zoning district subject to the following conditions:

(A) *Frequency.* Garage **and/or agricultural & produce** sales shall not locate in one (1) location more than four (4) times per year.

(B) *Term.* Garage **and/or agricultural & produce** sales may be held for a duration not to exceed three (3) consecutive days.

(C) *Signs.* One on-site and three off-site temporary signs are allowed to be posted, however, posting may not occur more than two (2) days before the sale begins. Signs are not to be located on public rights-of-way. Each sign shall not exceed 4.5 square feet in area. The off-site signs shall include address and date(s) of sale. All signs shall be removed by 8:00 a.m. on the day following the sale. Any such signs not so removed the following day, or located in public rights-of-way may be removed by city staff and for any such sign removed a collection fee shall be imposed.

Exhibit "B"

Amend Ch. 162 Use Units by removing the language shown in strikeout type and inserting the language shown in bold type.

(X) *Unit 24. Home occupation.*

(1) *Description.* Unit 24 consists of businesses for which financial compensation is received, conducted ~~in a dwelling unit~~ **on a residential property**, and **which** generates motor vehicle traffic to the ~~dwelling unit~~ **residential property**. Only those residing ~~in the dwelling unit are~~ **on the property may be** employed by the home occupation.

(2) *Included uses.*

Home child care, no more than six children	
Instructional services:	Art Crafts Dance Music Tutoring
Professional services:	Architects Insurance agents Lawyers Real estate agents Accountants Editors Publishers Graphic designers Travel agents
Repair services:	Clocks and watches Computers Electronic devices Lawnmowers Small appliances Small engines
Sales of home produced agriculture products:	**Produce** **Eggs** **Honey or beeswax products** **Jams or jellies** **Milk and milk products** **Other products that may be home grown or home made on this property**

Exhibit "C"

Amend Ch. 163.08 Home Occupation Use Conditions by removing the language shown in strikeout type and inserting the language shown in bold type.

163.08 Home Occupations

~~In any dwelling unit~~ In any zoning district where home occupations are permitted by right or conditional use, said home occupations shall not occupy more than 30% of the gross floor area of one floor of **the primary** ~~said~~ dwelling unit, nor more than 300 square feet of the gross floor area, whichever is greater. For Building Regulations purposes, any non-residential use that exceeds 30% of the gross floor area of one floor of ~~said~~ **the primary** dwelling unit or more than 300 square feet of the gross floor area of the structure shall meet all applicable building and Unified Development Code regulations and shall not be considered a home occupation. These limitations shall not apply to foster family care, or the providing of room or board as an accessory use only. Home occupations that require a conditional use permit shall be subject to the following regulations:

(A) *Exterior alterations.* No exterior alterations of the structure may be made which are of a nonresidential nature.

(B) *Sign/evidence of business.* No advertising, display, storage or other external evidence of business shall be permitted, except that for each dwelling unit with a permitted home occupation, one unanimated, non-illuminated home occupation sign which identifies the home occupation shall be permitted, if such sign is erected flat against a wall or door or is displayed in a window, and does not exceed three (3) square feet in area. ~~Provided, no wall sign shall be permitted in an RSF District, except in the case of a home occupation, where it is required by the applicable licensing board, subject to proof of said requirement and the criteria above~~. No freestanding signs shall be permitted for home occupations in any zone.

(C) *Employees.* No person may be employed other than a member of the immediate family residing on the premises.

(D) *Mechanical equipment.* No mechanical equipment may be used which creates a disturbance such as noise, dust, odor, or electrical disturbance.

(E) *Parking.* No parking spaces other than normal residential parking spaces shall be permitted.

(F) *Additional regulations.* Home occupations in an RSF District shall be subject to the following additional regulations:

(1) *Term.* No conditional use permit for a home occupation in any RSF District shall be issued for a period exceeding one year, but such a permit may be for a period shorter than one year. Upon expiration of a conditional use permit, the Zoning and Development Administrator shall have the authority to renew a conditional use permit for the same period as originally authorized, if the Zoning and Development Administrator has received no complaints or opposition from residents of the neighborhood in which the home occupation is located. The Zoning and Development Administrator may refer any proposed renewal of a conditional use permit to the Planning Commission for final decision.

(2) *Hours.* No home occupation shall be open to the public earlier than 7:30 a.m. or later than 5:30 p.m.; provided, the Planning Commission may vary the restrictions imposed hereby upon a determination that such a variance will not adversely affect the health, safety, peace, tranquility, or welfare of the neighborhood in which the home occupation is located.

(3) *Traffic.* No home occupation shall be allowed in an RSF District if the Planning Commission determines that the home occupation would generate such excessive traffic as would adversely affect the safety, peace, tranquility or welfare of the neighborhood.

Exhibit "D"

Amend Ch. 164.04 Animals and Fowl Supplementary District Regulations by removing the language shown in strikeout type and inserting the language shown in bold type.

164.04 ~~Animals, And Fowl~~ Urban Agriculture (Fowl, Bees & Goats)

(A) **General Provisions**

~~(A)~~**(1)** It shall be unlawful for any person to permit or allow any domesticated animal or fowl to run at large within the corporate limits of the city.

~~(B)~~**(2)** Animals traditionally associated with the practice of livestock raising or farm animals, such as horses, goats, swine, chickens, cows**, bees** and other such animals are not considered pets and are not permitted within any zoning district in the city limits, with the exception of R-A, Residential Agricultural or other zoning districts in which Use Unit #6, Agriculture and Use Unit #7, Animal Husbandry are permitted uses by right, unless otherwise stated herein.

(3) *Separation of use.* **Unless otherwise stated herein, t**~~T~~he following uses, where permitted, shall be conducted no nearer than the following stated number of feet to the boundary of an R District, or to a dwelling on the same premises.

25 FEET
Chicken Coop in Residential districts (from residential dwelling on adjacent lot)

50 FEET
Animal hospital; serving household pets and similar small animals
Commercial breeding, raising
Boarding: breeding, raising, or boarding of household pets or similar small animals for commercial purposes
Kennel
Egg farm

100 FEET
Animal hospital: serving livestock and similar animals
Boarding or training of horses
Dairy farm
Poultry farm
Farm: for raising cattle, goats, horses, sheep, rabbits and poultry

200 FEET
Hog raising
Livestock: assembly, breeding, feeding, sales or shipment

(4) This section shall not supersede or invalidate any sections within Fayetteville City Code, Chapter 92 – Animals. Chapter 92 shall take precedence over any conflicting provisions of this section. ~~**All regulations administered by the Animal Services Division shall be enforceable by law, and this ordinance shall not supersede or replace any regulation thereof.**~~

(~~C~~**B**) ***Fowl.*** It shall be lawful ~~for any person~~ to keep ~~, permit or allow~~ ~~any~~ fowl within the corporate limits of the city ~~in all Residential zones zoning districts~~ under the following terms and conditions:

(~~3~~**1)Allowed fowl shall include ducks and/or female chickens only.** No roosters shall be allowed. **All fowl shall be a breed that cannot fly or must be wing-clipped to prevent flight.**

(~~1~~**2)**The principal use of the property shall be **educational or** ~~a~~ single family **residential.** ~~dwelling~~. ~~No fowl chickens or ducks shall be allowed in multi-family complexes, including two-family and three-family dwellings.~~

(~~2~~**3)**~~No more than four (4) hens shall be allowed for each single-family dwelling.~~ **A maximum of four (4) fowl shall be allowed on lots five thousand (5,000) square feet and smaller. For lots larger than five thousand (5,000) square feet, one (1) additional fowl shall be allowed for every additional one thousand two hundred and fifty (1,250) square feet, up to a maximum number of twenty (20) fowl.**

(4) There shall be no outside slaughtering of ~~hens~~ **fowl**.

(5) Fowl shall be provided with sufficient good and wholesome food and water.

(~~5~~6)All ~~hens~~ **fowl shall** ~~must be kept in~~ **have a coop/roost that is constructed with a minimum area of three (3) square feet per fowl and during daylight hours fowl shall have access to** ~~in~~ a secure~~, fenced~~ enclosure**/yard that is adequately fenced to protect them from predators** ~~constructed with a minimum area of 100 square feet~~. **The coop/roost** shall be kept in the side or rear yard, and ~~may~~ **is** not ~~be~~ permitted in the front yard area.

(~~6~~7)~~A chicken~~ **The** coop/roost ~~area~~ **structure** shall not be located closer than twenty-five (25) feet to any residential structure on an adjacent lot, and shall meet **the** building setbacks **of the underlying zoning district**. ~~All hens~~

(~~7~~8)~~Enclosures~~ **The coop/roost structure shall be well ventilated and provide protection from the weather and predators. The coop/roost area** must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors, attraction of flies or vermin, the creation of an environment otherwise injurious to the public health and safety, or that would obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood, city, or other persons. **The owner shall provide for the storage and removal of manure. Stored manure to be used for composting shall be fully covered or placed in an enclosure. All manure not used for composting or fertilizing shall be removed and properly disposed.**

(~~8~~9)**Illegal** ~~F~~fowl currently existing in the city shall not be "grandfathered" or permitted to remain after the effective date of this Ordinance.

(~~9~~10)The City may further restrict **or prohibit** the ~~use~~ **keeping** of fowl within residential districts, **within a neighborhood or on a particular property** if **the City Council determines that fowl have created** ~~it causes~~ a public nuisance or public health issue. ~~as defined in City Codes.~~

~~(10)All regulations administered by the Animal Services Division shall be enforceable by law, and this ordinance shall not supersede or replace any regulation thereof.~~

(11)Nothing in this section shall be deemed or construed to prohibit the keeping of fowl within a school property or community garden for the purposes of study or education.

~~(EF)*Separation of use.* The following uses, where permitted, shall be conducted no nearer than the following stated number of feet to the boundary of an R District, or to a dwelling on the same premises.~~

(C) *Bees.* It shall be lawful to establish or maintain any hive where bee colonies are kept, or keep any bees in or upon any premises within the corporate limits of the city under the following terms and conditions:

(1) The principal use of the property shall be educational or single family residential.

(2) A maximum of two (2) hives shall be allowed on lots five thousand (5,000) square feet and smaller. For lots larger than five thousand (5,000) square feet, one (1) additional hive shall be allowed for every additional two thousand five-hundred (2,500) square feet up to a maximum of four (4) hives.

(3) All hives shall be located at least twenty (20) feet from a securely fenced property line. Hives shall be located a minimum of one hundred (100) feet from an unfenced property line. Hives shall be kept in the side or rear yard, and ~~may~~ are not ~~be~~ permitted in the front yard area.

(4) Fresh clean watering facilities for the bees shall be provided within twenty (20) feet of the hive(s) at all times.

(5) All hives shall be registered through the Arkansas State Plant Board and all hives and equipment kept in accordance with the Arkansas Apiary Law and Regulations.

(6) Each beehive shall be identified by displaying the name, telephone number, address and state registry number of the beekeeper on the

structure of the hive or on a sign within ten (10) feet of the hive. Identification shall be placed in a manner to make it conspicuous to anyone approaching the hive(s). ~~shall be displayed on the structure of each hive.~~ This information shall also be ~~and~~ made available to any city official upon request.

(7) Nothing in this section shall be deemed or construed to prohibit the keeping of bees at a school property or community garden for the purposes of study or education.

(8) Africanized honey bees are prohibited.

(9) In instances where bees create a public hazard with unprovoked aggressive behavior, it shall be the responsibility of the beekeeper to re-queen or remove the colony. The Northwest Arkansas Beekeepers Association should be contacted to handle the removal or re-queening of beehives.

(10) The City may further restrict or prohibit the keeping of bees within residential districts, within a neighborhood or on a particular property if the City Council determines that bees have created a public nuisance or public health issue.

(D) *Goats.* It shall be lawful to keep goats within the corporate limits of the city under the following terms and conditions:

(1) Allowed goats shall be female dwarf or pygmy goats not weighing more than eighty-five (85) lbs and no taller than twenty-two and a half (22.5) inches at the withers (ridge between the shoulder blades). Bucks ~~shall~~ are not ~~be~~ allowed.

(2) All goats shall have RFID microchips and be registered with the Fayetteville Animal Services Program.

(3) The principal use of the property shall be educational or single family residential.

(4) Goats shall not be permitted on lots smaller than ten thousand (10,000) square feet. The minimum number of goats kept on a lot that is ten thousand (10,000) square feet and larger shall be two (2). Lots fifteen thousand (15,000) square feet and larger ~~For every additional five thousand (5,000) square feet of lot area, one additional goat~~ shall be allowed up to a maximum number of three (3) goats. Nursing off-spring may be kept on the property until the age of twelve (12) weeks and shall not be included in the number of goats allowed.

(5) There shall be no onsite slaughter of goats.

(6) Goats shall be provided with sufficient good and wholesome food and water.

(7) All goats shall have a secure, fenced yard constructed with a minimum area of two hundred (200) square feet per goat and a shelter that is minimum five (5) square foot per goat. Shelters shall be well ventilated and provide protection from the weather including four sides with opening, roof and floor.

(8) The shelter shall not be located closer than fifty (50) feet to any residential structure on an adjacent lot, and shall meet the building setbacks of the underlying zoning district. The shelter and fenced yard shall be ~~kept~~ in the side or rear yard, and ~~may~~ are not ~~be~~ permitted in the front yard area.

(9) The yard must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors, attraction of flies or vermin, the creation of an environment otherwise injurious to the public health and safety, or that would obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood, city, or other persons. The owner shall provide for the storage and removal of manure. Stored manure to be used for composting shall be fully covered or placed in an enclosure. All manure not used for composting or fertilizing shall be removed and properly disposed.

(10) Nothing in this section shall be deemed or construed to prohibit the keeping of goats within a school property or community garden for the purposes of study or education. Additionally, land owners are permitted to keep goats in one location for a maximum of two (2) weeks for the purpose of land clearing and the removal of vegetation.

(11) The City may further restrict or prohibit the keeping of goats within residential districts, within a neighborhood or on a particular property if the City Council determines that goat(s) have created ~~it causes~~ a public nuisance or public health issue ~~as defined in City Codes~~.

~~(D)~~***(E)Exemptions***. The above ~~S~~sections ~~C~~ ~~is~~ **are** not intended to apply to indoor birds kept as pets, such as, but not limited to, parrots or parakeets, nor to the lawful transportation of fowl through the corporate limits of the city. Neither shall it apply to fowl**, bees or goats** kept in areas of the City which are zoned R-A, Residential Agricultural, or other zoning districts in which Use Unit #6, Agriculture and Use Unit #7, Animal Husbandry are permitted uses by right.

Fowl - Below is a summary of where Fayetteville compares to other cities on allowed numbers of fowl:

- Lawrence, KS - 1 fowl per 500 sq ft (20 max)
- Cleveland, OH - 1 fowl per 800 sq ft (no max)
- Des Moines, IA - 1 fowl per 900 sq ft (30 max)
- **Fayetteville (proposed): 1 fowl per 1250 sq ft (20 max)**
- Ft. Collins, CO - 1 fowl per 3000 sq ft (no max)
- Atlanta, GA - 25 max
- Chapel Hill, NC - 10 fowl max
- Denton, TX - 8 fowl max
- Denver, CO - 8 fowl max
- Columbia, MO - 6 fowl max
- Tulsa, OK - 6 fowl max
- Stillwater, OK - 5 fowl max
- Iowa City, IA - 4 fowl max
- **Fayetteville (current) - 4 fowl max**
- Bentonville, AR - 4 fowl max
- Rogers, AR - 4 fowl max
- Little Rock, AR - 4 fowl max
- Springdale, AR - 0 fowl

Bees - Below is a summary of where Fayetteville compares to other cities on allowed numbers of beehives:

- Cleveland, OH - 1 hive per 2500 sq ft (no max)
- Tulsa, OK - 1 hive per 2500 sq ft (no max)
- Broken Arrow, OK - 1 hive per 2500 sq ft (no max)
- **Fayetteville (proposed) - 1 hive per 2500 sq ft (4 hive max)**
- Little Rock, AR - 1 hive per 5000 sq ft (unclear if there is a max #)
- Ft. Collins, CO - 1 hive per 5000 sq ft (no max)
- Spokane, WA - 1 hive per 5000 sq ft (8 hive max)
- Bentonville, AR – 1 hive per 10,000 sq ft (no max)
- Stillwater, OK - 5 hive max

Note that if a City was listed as allowing fowl but not listed here then it is assumed that they do not allow beekeeping.

Goats - Below is a summary of where Fayetteville compares to other cities on allowed number of goats:

- Cleveland, OH - 1 goat per 2400 sq ft (no max)
- Seattle, WA - 1 goat per 5000 sq ft (no max)
- Ft. Worth, TX - 1 goat per 5000 sq ft (no max)
- Charlottesville, VA - 3 goat max on any lot
- **Fayetteville (proposed) - 1 goat per 5000 sq ft (3 goat max) - must have a minimum of 10,000 sq ft lot**
- Denver, CO - 2 goats max on any lot
- Ft. Collins, CO - 2 goats max on any lot

Note that if a City was listed as allowing fowl but not listed here then it is assumed that they do not allow goats

RESOLUTION NO. 60-13

A RESOLUTION TO REQUEST CITY STAFF REVIEW THE UNIFIED DEVELOPMENT CODE AND PREPARE AMENDMENTS TO ALLOW RESIDENTS TO RAISE FARM ANIMALS AND SELL CROPS, ANIMALS AND ANIMAL PRODUCTS IN NON-AGRICULTURALLY ZONED AREAS TO PROVIDE GREATER FOOD SECURITY FOR FAYETTEVILLE RESIDENTS

WHEREAS, 15% of Washington County's population is food insecure, which means lacking consistent access to enough food for active healthy living, and Arkansas ranks number nine in the nation in child food insecurity at 28%, while only 0.1% of Arkansas's food is sold in state directly to consumers; and

WHEREAS, expanding access to healthy food, reducing hunger, and encouraging healthier diets are of critical importance to our community's health and the reduction of our food insecurity rate; and

WHEREAS, a sustainable local food system requires community support for buying local and promoting sustainable agriculture, and working together through partnerships is important and necessary to reach the goal of a strong and sustainable local food system; and

WHEREAS, the many recent community programs and initiatives including Fayetteville Public Schools Farm to School program, the Fayetteville Community Garden Coalition, the creation of the Nation's first SNAP garden and the success of and demand for more Fayetteville Farmers' Market locations from citizens and farmers alike, all illustrate Fayetteville's support for local agriculture; and

WHEREAS, the Fayetteville Forward Local Food Group and Feed Fayetteville conducted community surveys gathering information on food priorities for Fayetteville; and

WHEREAS, the Unified Development Code should be studied to possibly authorize residents to practice animal husbandry and to sell crops, animals and animal products in non-agriculturally zoned areas.

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 recognizes that a robust local food system will provide accessible, affordable nutrition for our citizens and economic stability for our community, and hereby requests the Sustainability and Strategic Planning Division work with local stakeholders to study Fayetteville's Unified Development Code and recommend changes that will promote citizens' ability to raise farm animals and sell crops, animals and animal products in non-agriculturally zoned areas to provide greater food security for Fayetteville residents.

PASSED and **APPROVED** this 19th day of March, 2013.

APPROVED: ATTEST:

By: Lionel Jordan By: Sondra E. Smith

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

~~3/1/2013~~ 3-19-13
City Council Meeting Date
Agenda Items Only

Kristina Jones		Sustainability & Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

A resolution requesting staff to examine Fayetteville's Unified Development Code and recommend amendments that will promote residents' ability to grow and sell plant and animal based food products and provide greater food security.

N/A	N/A	N/A
Cost of this request	Category / Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date 3/1/13

City Attorney — Date 3/1/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker — Finance and Internal Services Director — Date 3-1-2013

Chief of Staff — Date 3-1-13

Mayor — Date 3/4/13

Received in City Clerk's Office — Kim O.

Received in Mayor's Office — ENTERED 3/1/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Peter Nierengarten, Sustainability & Strategic Planning Director PN

From: Kristina Jones, Sustainability & Strategic Planning Project Designer and Coordinator KJ

Date: March 1, 2013

Subject: ADM 13-4331 Local Foods Ordinance Review

PURPOSE

Mayor Lioneld Jordan is sponsoring a resolution requesting City Council support for his request to have city staff examine the Unified Development Code and recommend amendments for City Council consideration that will make it easier for residents to grow and sell plant and animal based food products. This item has Alderman Matthew Petty's endorsement.

BACKGROUND

Along with timber resources and wild game, the grasslands of this region initially attracted settlers to Washington County who grew wheat, oats, corn, hay, strawberries, beans, tomatoes, tobacco, and eventually apples and other fruit crops, as well as chickens, pigs, oxen and dairy cattle. This began to change however, starting with Great Depression of the 1930s and the subsequent decline in rural population, coupled with the advent of modern-day conveniences and rising land costs. Today much of the agricultural tradition that sustained families in this area in the past has disappeared.

However, the last few decades have seen a rebirth of interest in locally produced foods and products. A local foods movement strives to build a locally based, sustainable food economy where production, processing and distribution are integrated with an emphasis on social health benefits and environmentally sustainable local food crops and products. Additionally, supporting a strong local foods system is essential to addressing the issues of hunger and nutrition. When an individual or family can easily grow food, more residents have access to affordable, high-quality nutrition. Nationally, one in six Americans is fighting hunger; in Fayetteville, the statistic is one in four, and Arkansas leads the nation with 19% of our population who are "food insecure," lacking consistent access to enough food for active healthy living. Feeding America has determined that 15% of Washington County's residents are food insecure, and according to the Arkansas Department of Human Services, Washington County also has the second highest SNAP (food stamp) enrollment rate in Arkansas. And these problems appear to be increasing. A 2009 study by the Arkansas Hunger Relief Alliance shows that the number of people in Northwest Arkansas served weekly by the Northwest Arkansas Food Bank rose from 6,200 in 2005 to 25,900 in 2009 - - a 318% increase in families receiving food assistance in only four years.

Recent activity and interest in the realm of local foods has been demonstrated by local organizations, programs, and initiatives including the following:

- Apple Seeds Inc., established in 2007, provides outreach and programs that help students and their families establish sustainable, lifelong, healthy eating habits.
- SNAP-Ed, a program administered through the Washington County Extension Service in partnership with Arkansas DHS and the U of A, is focused on educating food stamp recipients and low income families about healthy diet and exercise choices.
- The Fayetteville Community Garden Coalition was founded in 2009. Fayetteville currently boasts 20 community and school gardens and urban farms.
- Fayetteville Public Schools (FPS) educational gardens at ten schools demonstrate a local commitment to food and agriculture knowledge from the ground up. FPS is also currently introducing students to local foods and agriculture through their newly formed Farm to School program, with emphasis on local food procurement and healthy food education.
- Feed Fayetteville, formed in 2011, is an organization committed to alleviating hunger and cultivating a sustainable food network through strategic partnerships and making connections between organizations working on opposite ends of food issues to extend their reach and amplify their effectiveness.
- University of Arkansas Community Design Center was awarded $15,000 in seed money in 2012 from the American Institute of Arkansas to begin developing "Fayetteville: 2030 Food City Scenario," a plan for "healthy and safe food systems at a local scale…to build agrarian urbanism, where everything is designed around food production and how people live." The plan is one response to Fayetteville's increasing population, subsequent sprawl and the strain it places on the land, as well as a disconnect from food sources and a need for access to nutritious, sustainable food.

In the fall of 2009 Alderman Matthew Petty requested that the City begin looking at Fayetteville's capacity for growing food in publicly owned open space. He met with the Sustainability Department in the spring of 2011, and staff began researching local foods movements in other cities and how city governments can have effective involvement. In October 2012, Feed Fayetteville solicited a community food survey including a question soliciting suggestions for Mayor Jordan about how to improve Fayetteville's community food system, urban agriculture, and access to fresh food. The following are the most frequent comments that the Sustainability and Strategic Planning Department felt could be evaluated through City policy:

- use leftover space, such as in parks and excess rights-of-way, to plant food bearing vegetation;
- establish more community gardens and expand the animals and fowl ordinance;
- modify the zoning code to ease restrictions on farming and selling produce in town;
- provide and/or expand food composting services; and
- secure more partnerships with and support for local organizations and non-profits.

Through a second survey, the Fayetteville Forward Local Foods group ranked these priorities, the top three being: 1) Unified Development Code review and modification; 2) expanded ability to sell food onsite where grown; and 3) review of the Animals and Fowl ordinance for possible expansion.

Mayor Jordan has requested that staff assemble a group of stakeholders to review these priorities. Staff will meet with a small group consisting of farmers, agricultural law students, and food security professionals to study Fayetteville's Unified Development Code and recommend amendments that will promote residents' ability to grow and sell locally produced plant and animal based food products.

BUDGET IMPACT

None.

Fayetteville Community Food Survey:

What suggestions do you have for Mayor Jordan about how to improve our community food system, urban agriculture, and access to fresh food?

Gardens/Public Space	
Use leftover space (City Lands/ Parks/ROW/Schools/POA properties) to plant food bearing vegetation in, accessible to all.	14
More Community Gardens and promotion of	8
City encourage/require planting food bearing landscape plants & trees as part of landscape reqs/mitigation	3
City position dedicated to Community Gardens	2
Make community gardens easier to establish and access.	1
Offer SNAP in all community gardens	1
City Ordinances/Policies/Programs	
Amend chicken ordinance to allow for more and expand to goats and other animals.	9
Create/modify zoning for Urban Agriculture/Conservation- make it easier to farm in town	3
Tax incentives for donated garden land/ sustainable garden set ups	2
City Composting	1
Overturn POA rules stating that residents cannot grow vegetables in front flower beds	1
Research and implement a more wholistic local food shed scenario.	1
Carbon tax on non local foods	1
Encourage and make rooftop gardens the norm	1
Farmers' Market	
More, easily accessible (pedestrians and outskirts of town), and larger Farmers' Markets, at different times of day	8
Support Local: Local Farmers and local food in restaurants/grocery stores	7
Support/Promote Farmers' Market	3
More evening markets	2
More education on SNAP Benefits at Market and follow through on program	2
Market at U of A	1
Farmers' market vouchers for City employees	1
More value added products at Farmers' Market	1
Create opportunities for selling of food outside of Farmers' Market- difficult to get in	1
Support partnerships btwn Farmer's market and local stores	1
Education	
Campaign/educate promoting the benefits of local foods/gardening- make it popular	8
Local food & gardening education in school	4
Food Preservation Classes/Canning programs	3
Encourage healthy good food in schools	2
Seed saving /food growing classes	2
Gardening assistance/ garden planning education	1
Organizations & Partnerships	
Partnerships- University, Fayetteville Schools, Surrounding area	5
Support local food non profits	1
Support/Promote Botanical Garden	1
Online Resources	
Website with local foods resources	1
Create a space to advertise available gardening land	1
Provide links to gardening resources and provide garden related donations	1
Community exchange program for goods- produce,compost etc.	1
Food & Local Food- General	
More local/health foods stores- need lower prices	4
Encourage City facilities and businesses to source food locally	2
Push for accurate food labeling	1
Encourage local restaurants to donate leftover foods	1
Facilitate food donations and distribution	1
Other	
Community building - neighborhood community kitchens/block parties	2
Create a place that houses emergency food stores for those in need.	1
Hire a group to condauct a regional local food assessment	1
Open a food preservation center	1

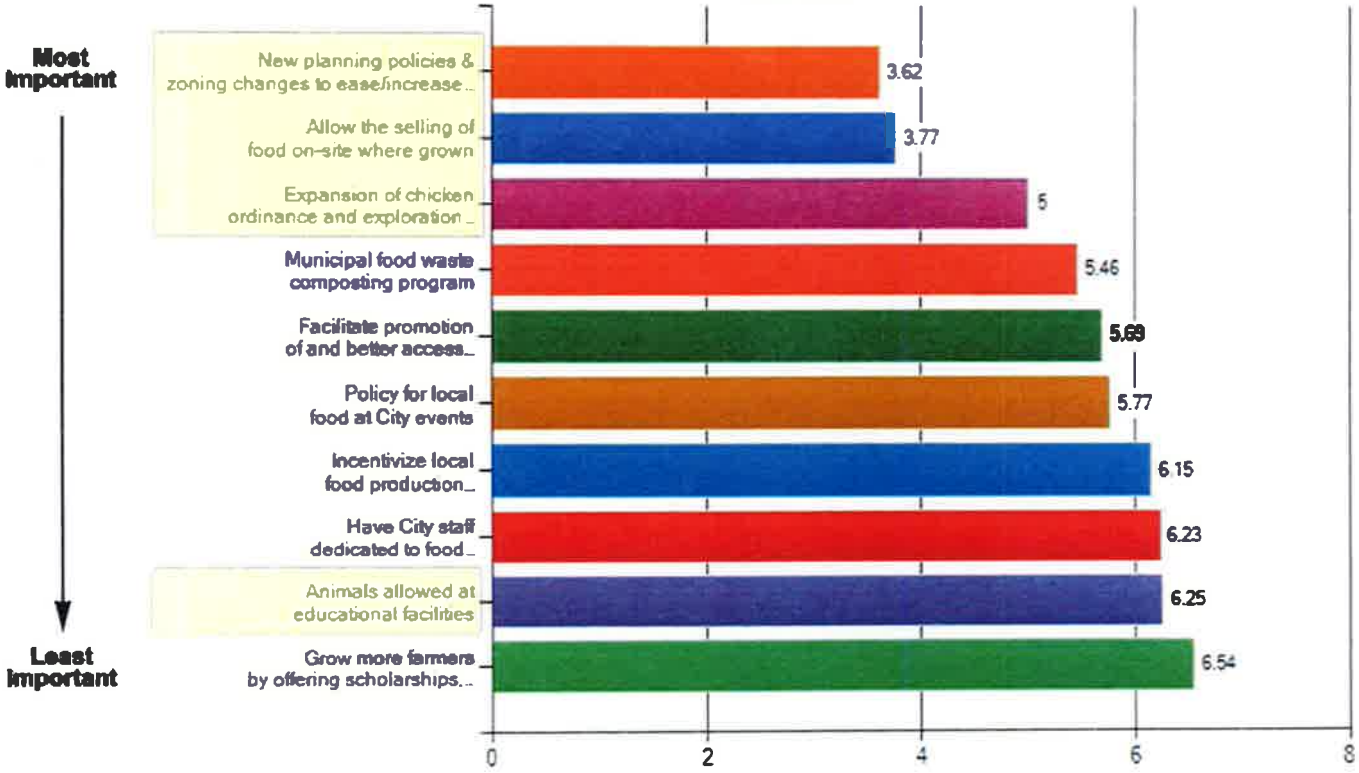
Short Term, City of Fayetteville Sustainability & Strategic Planning Department
LongTerm, Other City of Fayetteville Departments

feed fayetteville

Fayetteville

FAYETTEVILLE FORWARD LOCAL FOOD GROUP FOOD POLICY SURVEY

Based upon Community Food Survey results and Local Foods Action Group replies, the following preferences have been chosen to represent citizens' input. Please rank these priorities with 1 being most important to you in the City's commitment to local foods and community food security and 10 being least important.



CITY OF FAYETTEVILLE
SHORT TERM ACTION

feed fayetteville

Fayetteville

Handed out at the 3/19/13 City Council meeting.

March 19, 2013

Dear Fayetteville City Council,

I would like to offer my support to the Local Foods Ordinance Review or *The Development of an Agrarian Urbanism Code and Framework*.

Consider this; fifty percent of Fayetteville's built environment projected to exist by 2030 has not yet been built. Fayetteville will essentially reproduce another Fayetteville—approximately 100 million square feet including 28,000 housing units (currently Fayetteville has an estimated 32,000 housing units)—within its boundaries over the next 20 years. What if we envisioned a Fayetteville Food City that is based on food security, linking local food production to urban development?

There was once a strong relationship between cities and their surrounding agricultural lands; many preindustrial cities even had developed agricultural landscapes within their urban cores (e.g., Mormon, New England, and Mediterranean cities). Local land once reserved for agriculture has been replaced with suburban development while food products produced by a global industrialized system now travel more than an average 1,500 miles to local markets and can lose up to 80% of their nutritional value. Michael Pollan notes that before 1920 one calorie of energy expended by agricultural production generated two calories of food energy. Today, chemical-dependent industrial agriculture uses more than 10 calories of fossil fuel energy to produce just one calorie of food. Industrial agriculture has diminished access to locally-available food and generated a host of unintended environmental problems, while erasing local agricultural heritages. We have forgotten from where food comes, how to grow it, when to harvest it, and how to preserve it. Compared to our parents and grandparents we are agriculturally illiterate. Most cities generally have a three-day supply of food sourced from a global supply chain, what they call the "nine meals from anarchy" dilemma. The replacement of locally based food chains by global and centralized systems dependent on intensive transportation and energy inputs creates vulnerability to supply disruptions.

If Fayetteville provides public services through potable water, police and fire protection, sewage treatment, waste management, and transportation infrastructure, how might a sustainable "food utility" become an ecological amenity scaled to the community rather than to an industrial economy? While pragmatic reasoning favors location of agriculture outside of the city, there are compelling economic, environmental, and social reasons to integrate agriculture within the city. First, the convenience provided by proximity to growing systems demystifies farming and positions it to be a tool for local economic development and jobs creation. Second, urban land costs promote development of high-quality, intensive farming economy with higher yields per acre (in both volume and nutritional content) that makes farming feasible at a small scale once again. Third, well-designed agricultural systems can be used to advance delivery of community-wide ecosystem services, including conservation of urban ecosystems like riparian corridors, legacy prairies or meadows, and urban tree canopies. Fourth, productive landscapes contribute to cities' open space systems requirements, enhancing livability and access to outdoor activities otherwise unavailable. Keep in mind, when the bike trails were originally proposed they were not popular, now it seems we cannot live without them. Code retooling approaches should consider more than shifting from "four hens to six" they should change the development game. I am hopeful that the city could reassert its design role of traditional urban services offered by street networks, urban fabrics, open space systems, neighborhoods, and buildings around the production of food. A city designed like that would be unlike any other and I am intrigued.

Respectfully Submitted,

Jeffrey Huber, Ward 4, 3691 Tower Circle

Added at the City Council Meeting 2-18-14

AGENDA REQUEST

FOR: COUNCIL MEETING OF February 18, 2014

FROM:
CITY COUNCIL MEMBER Alan Long

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 92.01 **DEFINITIONS**, § 92.23 **IMPOUNDMENT** AND § 92.24 **REDEMPTION OF AMIMALS** OF THE FAYETTEVILLE CODE TO AUTHORIZE THE ANIMAL SHELTER TO ACCEPT LIVESTOCK AND SET THE REDEMPTION FEE FOR THEIR RELEASE

APPROVED FOR AGENDA:

City Council Member Alan Long — Date: 02-18-14

City Attorney Kit Williams (as to form) — Date: 2-11-14

left on the 1st reading on the 2/18/14 City Council Meeting.

MEMO FEBRUARY 18th, 2014

TO: MAYOR, CITY COUNCIL MEMBERS & CITY CLERK

From: Alderman, Alan T. Long

RE: Amendment to Chapter 92 on animals to coincide with the new Urban Agriculture Ordinance.

After considering the impacts that the Urban Agriculture ordinance would have on the Animal Services Division, I feel that it is necessary to change language in Chapter 92.

I believe that the changes to chapter 92 should be considered at the same time that the Urban Agriculture Ordinance is being considered. This is why I am "walking" this ordinance on to our agenda.

I prefer for our ordinances to be consistent. Passing the Urban Agriculture ordinance without considering the implications that it could have on Animal Services would, in my opinion, be unwise.

Therefore, I have asked our city attorney to draft changes to chapter 92 so that we can maintain consistency in our code of ordinances by considering the Urban Agriculture ordinance in unison with the changes to chapter 92.

I have drafted this memo in accordance with our resolution that requests any alderman or staff member to give an explanation as to why they feel that it is necessary to "walk an item" on to the agenda.

Sincerely,

Alan T. Long

City of Fayetteville

Alderman, Ward 4, position 2

Williams, Kit

From: Alan Long <longward4@gmail.com>
Sent: Thursday, February 06, 2014 2:24 PM
To: Marr, Don
Cc: Williams, Kit; Nierengarten, Peter; Pate, Jeremy; Fields, Yolanda; Smith, Sondra
Subject: Re: Urban Agriculture and chapter 92 on Animal Services

These are the changes to chapter 92 that I would like to see added:

- **Add Definition of Livestock**: Any sheep, jenny, goat, hog or fowl.

- **Modify Section 92.23A to say**: The Fayetteville Animal Shelter is authorized to accept from the animal control officer or any private citizen, and to impound, any dog, or cat or livestock found running at large in violation of this subchapter. The animal control officer shall not be required to respond to requests to pick up unconfined cats until the person making the request has confined or restrained the animal so that it can readily be taken into custody by the animal control officer. The animal control officer may use humane animal traps or tranquilizers to assist in confining the cat.

- **Add #4 under Section 92.23B: (4) Fees for Livestock**. An owner reclaiming livestock shall pay the cost for such impoundment. Said cost are hereby ascertained to be $10.00 for the first impoundment and $50.00 for any subsequent impoundments of that animal within a twelve (12) month period.

Any input would be appreciated.

Thank you,
Alan

On Thu, Feb 6, 2014 at 12:35 PM, Marr, Don <dmarr@fayetteville-ar.gov> wrote:

Kit - Per Alderman Long's request in the email below - Alderman Long is requesting a change to Chapter 92 as it relates to the newly proposed Urban Agriculture Ordinance. Will you please contact him or assign a staff member from the City Attorney's office to do so - so that an agenda item can be developed for him to introduce at agenda session.
Thanks
Don

Sent from my iPhone

On Feb 6, 2014, at 12:26 PM, "Longward4" <longward4@gmail.com> wrote:

> After review the proposal and looking at the implications for compliance in animal services, I would like to see the changes to chapter 92 happen at the same time as the Urban Agriculture ordinance. I think that this will prevent challenges from becoming an issue if even one case of compliance is presented.
>
> Can we have changes to chapter drafted to match the Urban Agriculture ordinance?

Thank you for all you do.

Sincerely,

Alan Long
City of Fayetteville, AR
City Council, Alderman- Ward 4

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: **Peter Nierengarten**, Director of Sustainability & Resilience

FROM: **Kit Williams**, City Attorney

DATE: **February 18, 2014**

RE: **Amendments to Chapter 92 Animals**

Alderman Long desires to amend Chapter 92 **Animals** in conjunction with the Urban Agriculture Ordinance now being proposed. I have drafted an enacting ordinance pursuant to his directions.

This proposed ordinance amends § 92.23 **Impoundments** (A) to add "livestock" to the animals that can be impounded. It also amends "private citizen" to "private citizen of Fayetteville" from which animals may be accepted by the shelter to reflect that the Washington County Animal Shelter now handles animals from outside of Fayetteville which we used to accept.

The proposed ordinance further requires impoundment fees for livestock in a revised section (3). The old subsection (3) has been moved to (4) but remains "Boarding Fees." It has been amended to include "fowl" in the cat and dog boarding fee of $10.00 per day and now includes a $25.00 fee for "other livestock" which includes all livestock except "fowl".

Finally, I moved the possible fee for a necessary rabies vaccination out of "Boarding Fee," and into its own subsection (5). The rabies vaccination will be given at the Fayetteville Veterinarian's discretion depending upon proof (or lack of proof) of a prior, but not out of date, rabies vaccination.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 92.01 **DEFINITIONS**, § 92.23 **IMPOUNDMENT** AND § 92.24 **REDEMPTION OF AMIMALS** OF THE FAYETTEVILLE CODE TO AUTHORIZE THE ANIMAL SHELTER TO ACCEPT LIVESTOCK AND SET THE REDEMPTION FEE FOR THEIR RELEASE

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 § 92.01 **Definitions** of Chapter 92 Animals to add a definition of livestock as follows:

"*Livestock* "Any sheep, jenny, goat, hog or fowl."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 92.23 **Impoundment** by repealing (A) in its entirety and enacting a replacement (A) as shown below:

"The Fayetteville Animal Shelter is authorized to accept from the animal control officer or any private citizen of Fayetteville, and to impound, any dog, or cat or livestock found running at large in violation of this subchapter. The animal control officer shall not be required to respond to requests to pick up unconfined cats until the person making the request have confined or restrained the animal so that it can readily be taken into custody by the animal control officer. The animal control officer may use humane animal traps or tranquilizers to assist in confining the cat."

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 92.24 **Redemption of Animals** by repealing subsection (3) in its entirety and enacting a replacement (3) under (B) Redemption Fees as shown below:

"(3) Fees for Livestock. An owner reclaiming livestock shall pay the cost for such impoundment. Said cost are hereby ascertained to be $10.00 for the first impoundment and $50.00 for any subsequent impoundments of that animal within a twelve (12) month period."

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby enacts a new subsection (4) to § 92.24 **Redemption of Animals** as shown below:

(4) Boarding Fees. In addition to the impoundment and sterilization fees as provided in subsections (B) (1), (2), and (3) of this section, a boarding fee of $10.00 per day for cats, dogs, and fowl and $25.00 per day for other livestock shall be charged for each day the animal is sheltered by the City.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby enacts a new subsection (5) to § 92.24 **Redemption of Animals** as shown below:

(5) Rabies vaccination. The City Veterinarian may determine that an animal needs to be vaccinated for rabies and vaccinate such animal. The cost of this vaccination must be paid by the owner as part of the Redemption Fee.

PASSED and **APPROVED** this 18th day of February, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Add "Livestock" definition

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

CHAPTER 92 ANIMALS

ARTICLE I
GENERAL PROVISIONS

92.01 Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abandon. Any person who knowingly deserts an animal on public or private property.

Animal. Any living creature, domestic or wild.

Animal shelter. Any facility operated by a humane society, municipal agency or its authorized agent(s) for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

At large. Not under the physical control of the animal's owner or harborer, or his authorized representative, either by leash, trolley system, or enclosure. An animal intruding upon or damaging the property of another person or upon public property, trespassing on school grounds, harassing passersby or passing vehicles, or interfering with refuse collection, harassing meter readers and not under the physical control referred to herein shall be deemed "running at large." An animal within an automobile or other vehicle shall not be deemed "running at large" if the animal is physically confined to the vehicle. An animal shall not be considered "at large" when on the premises of the owner or harborer thereof and accompanied by the owner or harborer.

Cat. A feline of either sex, including one neutered or sterilized.

City. City of Fayetteville, Arkansas.

Dangerous Animal. Any animal which, when unprovoked, approaches in a manner of attack any person or domestic animal upon the streets, sidewalks, or any other public ground or place.

Dog. A canine of either sex, including one neutered or sterilized.

Eartip. A mark identifying a feral cat as having been sterilized, specifically the removal of a quarter inch off the tip of the cat's left ear in a straight line cut while the cat is anesthetized.

Enclosure. A fence or pen, or structure forming or causing an enclosure of sufficient strength or construction to contain the specific animal and prevent the animal from escaping. Owners confining dogs or cats by means of an enclosure must provide a minimum space of 100 square feet (10x10) per dog or cat four (4) months of age or older.

Feral cat. A cat that is not socialized to humans and is not an owned cat.

Feral cat colony. A group of feral cats that congregate together as a unit and share a common food source.

Harbor. For a period of three days or more, to keep and care for an animal or provide a premises to which the animal returns.

Kennel means a structure or facility used for the purpose of breeding two or more litters of puppies or kittens within any twelve month period. A facility used for commercially boarding more than three dogs or cats or combination thereof at any time shall be considered a 'Kennel'.

Locked Enclosure. A fence or pen, or structure with all gates or entrances locked with a key or combination device. The structure forming or causing an enclosure of sufficient strength or construction to contain the specific animal and prevent the animal from escaping.

Microchip. An identifying integrated circuit placed under the skin of a dog or cat for purposes of identifying the owner of the animal.

Noisy Animals. Any domestic animal which barks, whines, or howls in an unwarranted, or continuous, or loud, or frequent fashion.

Pet Shop means a commercial establishment or facility which regularly sells pets such as dogs, cats, birds, rodents, reptiles and/or fish to the general public. Pet Shops are only allowed in C-1, C-2, C-3, Downtown Core, Mainstreet Center, Downtown General and by Conditional Use in R-O Districts

Restrained. Any animal secured by leash and under the control of owner or harborer. At public events of 100 persons or more, leashes shall be a maximum length of 6 feet. The animal must be within 4 feet of the owner or harborer.

Special Event. A specified or designated public occurrence, affair, or event at which more than three hundred (300) persons are reasonably expected by the organizer or sponsor thereof to be in attendance.

Amend to add livestock

showing payment of said fee or receipt of such duplicate tag. No tag shall be transferable from one animal to another. No refunds shall be made on any fee from one animal to another. No refunds shall be made on any fee because of the death of the animal or because the owner leaves the city before the expiration of the license period.

(Ord. No. 3557, 7-16-91; Ord. No. 3588, §2, 1-21-92; Code 1991, §92.21; Ord. 5002, 4-17-07)

Cross reference(s)--Penalty, §92.99.
State law reference(s)--"Rabies Control Act", A.C.A. §20-19-301 et seq; Vaccination dogs & cats required, A.C.A. §20-19-305.

92.22 Running At Large Prohibited

(A) It shall be unlawful for the owner or person in charge of any horse, mule, colt, sheep, cow, calf, bull, jack, jenny, goat, hog, or swine of any kind to permit or suffer the same to run at large within the corporate limits of the city at any time.

(B) It shall be unlawful for any person owning or having control of any chickens, turkeys, or other fowl to permit the same to run at large within the city.

(C) It shall be unlawful for the owner or person having charge of any dog or cat to permit or allow such dog or cat to run at large within the corporate limits of the city at any time.

(D) It shall be unlawful for the owner or person having charge of any dog or cat to permit or allow such dog or cat to be without proper restraint at a public event.

(E) The term "permit" shall include the failure of the owner or person having charge of said animal to physically restrain the animal. The animal control officer shall be authorized to enter onto private property for the purpose of impounding an animal found running at large.

(F) Every female dog or cat in heat or estrous shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

(Ord. No. 3588, §2, 1-21-92; Code 1991, §92.22; Ord. 5002, 4-17-07)

Cross reference(s)--Penalty, §92.99.

92.23 Impoundment

(A) The Fayetteville Animal Shelter is authorized to accept from the animal control officer or any private citizen, and to impound, any dog or cat found running at large in violation of this subchapter. The animal control officer shall not be required to respond to requests to pick up unconfined cats until the person making the request has confined or restrained the animal so that it can readily be taken into custody by the animal control officer. The animal control officer may use humane animal traps or tranquilizers to assist in confining the cat.

(B) Whenever any animal in the animal shelter bears a city tag, it shall be the duty of the animal control officer to notify the owner or the person to whom the tag was issued, if such person or owner can be found, that the animal has been taken up and placed in the animal shelter and will be destroyed or placed for adoption within 10 days unless the fee hereinafter prescribed is paid. If the owner or person to whom the tag was issued cannot be found, the animal control officer shall, by registered mail sent to said person's last known address, notify said person that the animal has been impounded at the animal shelter, and will be destroyed or placed for adoption within 10 days if the fee hereinafter prescribed is not paid. For the purpose of this section, the first day of taking up shall be counted as the first day of the impoundment period provided herein.

(Ord. No. 3588, §2, 1-21-92; Code 1991, §92.23; Ord. 5002, 4-17-07)

92.24 Redemption Of Animals

(A) After the expiration of ten (10) days impoundment in the case of a microchipped animal, or the expiration of five (5) days impoundment in the case of an non-microchipped animal, said animal shall become the property of the City, and the City shall be empowered to place for adoption or to destroy and dispose of said animal as provided for in §92.23 (B) above. The animal control officer is hereby authorized to place for adoption or to destroy such animal and dispose of the carcass. For the purpose of this section, the day of taking up shall be counted as the first day of the impoundment.

(B) Redemption Fees

(1) Fees for Sterilized Animals. An owner reclaiming a sterilized impounded animal shall pay the cost of such impoundment. Said costs are hereby ascertained to be $10.00 for the first impoundment if the animal is sterilized and has a microchip currently registered with up-to-date contact information on file with the City Animal Services Division; $25.00 for the first

impoundment if the animal has no microchip or the animal's microchip is not registered with up-to-date contact information on file with the City Animal Services Division. The animal shall be microchipped at the time of redemption at the owner's expense. $50.00 for the second impoundment of a sterilized and microchipped animal within a twelve (12) month period. $100.00 for the third impoundment of a sterilized and microchipped animal within a twelve (12) month period. $200.00 for the fourth impoundment of a sterilized and microchipped animal within a twelve (12) month period.

(2) Fees for Unsterilized Animals. An owner reclaiming an unsterilized impounded animal shall pay the cost of such impoundment. Said costs are hereby ascertained to be $100.00 for the first impoundment on an unsterilized animal with or without a microchip. The animal shall be microchipped at the time of redemption at the owner's expense. At the time of the first redemption the owner of an unsterilized animal shall be offered spay or neuter services at a reduced cost. If sterilization is performed, the impoundment fee will be reduced to $10.00 for animals that are already microchipped and $25.00 for animals that are not microchipped or animals whose microchips are not registered with up-to-date information on file with the City Animal Services Division. $200.00 for the second impoundment within a twelve (12) month period. At such time the animal will be considered a public nuisance and shall be sterilized at the owner's expense. At such time that a third impoundment occurs, the owner shall be required to pay the fees as set forth for the third impoundment of a sterilized animal.

Add (4) for livestock

(3) Boarding Fees. In addition to the impoundment fees as provided in subsections (B)(1) and (B)(2) of this section, a boarding fee of $10.00 per day per animal shall be charged for each day such animal is impounded in the animal shelter, together with the cost of having an unvaccinated animal vaccinated for rabies.

(C) The owner of an impounded animal who refuses to reclaim his animal may be proceeded against for abandonment under the provisions of §92.02.

(D) No unclaimed dog or cat shall be released for adoption without being sterilized, or without a written agreement from the adopter guaranteeing that such animal will be sterilized, and after the adoption fee has been paid. A voucher will be issued to the adopter and said voucher may be used at the time the animal is sterilized. An adopter who fails to comply with the sterilization provision of the agreement shall be guilty of a misdemeanor.

(Ord. No. 3588, §2, 1-21-92; Code 1991, §92.24; Ord. 5002, 4-17-07; Ord. 5466, 12-6-11)

92.25 Confinement When Person Bitten

Any animal suspected of biting a human shall be quarantined in accordance with the provisions of A.C.A. 20-19-301 (The Rabies Control Act).

(Ord. 5002, 4-17-07)

92.26 Vicious Animals Restricted

(A) Once a citation has been issued by an Animal Services Officer or a complaint has been filed in the district court against the owner or harborer of an animal for violation of this section, the animal shall be relinquished by the owner or harborer to the animal services officer and kept at the animal shelter, the animal shall not be released except on order of the court, which order may also direct the owner or harborer to pay a fine, all impoundment fees, and/or obtain liability insurance in amount to be determined. Upon a finding that such animal is a vicious animal, the court may order the animal to be euthanized in a humane manner. Surrender of an animal by the owner or harborer thereof to the animal control officer shall not render the owner or harborer immune from the fines and fees prescribed by this chapter.

(B) Once a complaint has been filed in the Fayetteville District Court and the alleged vicious animal is impounded at the Animal Shelter, the arraignment shall be held within seven calendar days and the trial of the charges shall be held within two weeks of the arraignment date unless the defendant/owner of the impounded animal requests a continuance and pays a cash deposit into court in an amount equal to the impoundment and board fees through the requested court date.

(C) It shall be unlawful for a vicious animal to be outside of a dwelling or locked enclosure unless it is necessary for the owner or harborer thereof to obtain veterinary care for the vicious animal or to comply with commands or directions of an animal control officer with respect to the vicious animal; and, the owner or harborer of an animal in violation of this section shall be subject to criminal prosecution. In such event, the vicious animal shall be securely muzzled and restrained with a chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length, shall be

City of Fayetteville Item Review Form

2014-0078

Legistar File Number

03/04/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

Submitted By

Police

Department

Action Required:

Request for public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Piggy Back, LLC for Taxi service.

Does this item have a cost? No

Cost of this request	Category or Project Budget	Program or Project Name
Account Number	Funds Used to Date	Program or Project Category
Project Number	$0.00 Remaining Balance	Fund Name

Budgeted Item? No **Budget Adjustment Attached?** No

V20130812

ENTERED 2/14/14

ENTERED 2/14/14

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Blake Pennington

Paul A. Beck

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

TO: Mayor Lioneld Jordan and Members of the City Council

FROM: Greg Tabor, Chief of Police

DATE: February 13, 2014

RE: Request for Public Hearing on a Certificate of Public Convenience and Necessity for Taxi Service for Piggy Back LLC.

Recommendation:

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to Piggy Back LLC for Taxi service.

Background:

City Ordinance 117 article IV governs taxicabs and requires a public hearing to determine if there exists the further need for taxicab service.

Discussion:

Attached are copies of Mr. Stocking's application for his certificate, quotes for proof of insurance, financial statement, and correspondence from the Arkansas Department of Finance and Administration DFA.

Budget Impact:

None.

RESOLUTION NO. _____

A RESOLUTION TO GRANT A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO PIGGY BACK, LLC FOR THE OPERATION OF FOUR (4) TAXICABS IN THE CITY OF FAYETTEVILLE

WHEREAS, the City Council of the City of Fayetteville, Arkansas finds that further taxicab and limousine service in the City is required by the public convenience and necessity; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas, taking into consideration the number of taxicabs and limousines already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions and the character, experience, and responsibility of the applicant, finds the applicant, Piggy Back, LLC is fit, willing, and able to perform such public transportation and to conform to the provisions of Article IV of Chapter 117 of the Fayetteville Code of Ordinances,

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 grants a Certificate of Public Convenience and Necessity to Piggy Back, LLC for the operation of four (4) taxicabs in the City of Fayetteville, in accordance with Article IV of Chapter 117 of the Fayetteville Code of Ordinances.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Certificate of Public Convenience & Necessity Application/Renewal

As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Christopher Stocking 3876-A Rochester Circle 719-2192
Applicant Name **Address** **Phone Number**

Piggy Back LLC 719-2192
Name of Business **Phone Number**

Business Location

P.O. Box 1284 Fayetteville, AR 72702
Mailing Address

LLC
Type of Business (Sole Proprietor, Corporation, LLC)

Name and address of all owners, officers and stockholders:

Christopher Stocking 3876A Rochester Circle, Springdale, 72764

Name of person to whom complaints should be directed:

Christopher "Cole" Stocking

Financial status of applicant (Attach financial statement or profit and loss statement)

Beginning Company Assets: $60,000 (vehicles, computer hardware)

List any unpaid judgments against any of the owners, officers and stockholders and the nature or acts giving rise to said judgments:

Describe the experience of all owners, officers and stockholders in the transportation of passengers:

Give any facts you believe tend to prove the necessity of granting a certificate:

Fayetteville is in need of quick, inexpensive transportation near & around the U of A & Dickson St.

List the number of vehicles that will be under your operation or control: 4-10/15

Minimum and Maximum number of vehicles to be permitted: 4 (Minimum) 15 (Maximum)

List the location of proposed depots and terminals:

Beaver Electric Building on Block St.

Describe the color scheme or insignia to be used to designate your vehicle:

White with Red, White, + Blue bumpers

List your days and hours of operation:

First Month - ~~We~~ Thurs, Fri, Sat 5:00pm - 12:00 a.m

Monday - Saturday 7am - 12 a.m

List any days you do not propose to provide taxicab service to the general public:

Sundays except during special events.

List your proposed passenger rate schedule:

Free, Tip Only

Police Department Representative	Date
[signature]	2/13/14

NOTARY OATH

STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this the 13th day of February, 2014, before me, a Notary Public, personally appeared, Christopher Stocking and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires:
June 3, 2023

PATTI T. MULFORD
No. 12394200
NOTARY PUBLIC
EXPIRES 06-03-2023
WASHINGTON COUNTY - ARKANSAS

Patti T. Mulford
NOTARY

1/21/2014

3876-A Rochester Circle
Springdale, AR 72764

Dear Council Members:

My name is Cole Stocking. I'm in the process of pursuing my dream as a small business owner. The great thing about this area of the state and *country* is that it is filled with entrepreneurial minds just like mine. People who love local small business and have a passion for developing a city of creative ideas. My new adventure is called Piggy Back. It is an electric, quick trip, free taxi service created to meet the needs of local patrons, looking for a quick reliable form of transportation to restaurants, theatres, bars, work, or sporting events. My cars will have doors and heat to provide service during inclement weather. My vision for the company is too not only become the ***Green*** go-to choice of *short* transportation but to become a top player in generating revenues for local business owners. The main portion of revenues will come through advertising. I will run ads on scrolling tablets inside the vehicle, offering deals, specials, and Piggy Back membership cards for local businesses.

I'm currently an EMBA student at the University of Arkansas, pursuing my Masters in Business from the Walton College. I graduate in May 2014. I have no bad debt and low-risk credit. My company will have nearly $60,000 in assets; 4 six-person electrical carts and computer hardware. The insurance quotes are attached. I didn't provide current active insurance. I'm not going to make the investment in the business before I have approval from the City of Fayetteville. I ask for your approval of this creative idea. My plan is to not only become one of Fayetteville's best young entrepreneurs and boost the revenues of other local companies, but to create innovation in the City of Fayetteville. I want people to know that this is where you can go to pursue your inventive business dreams.

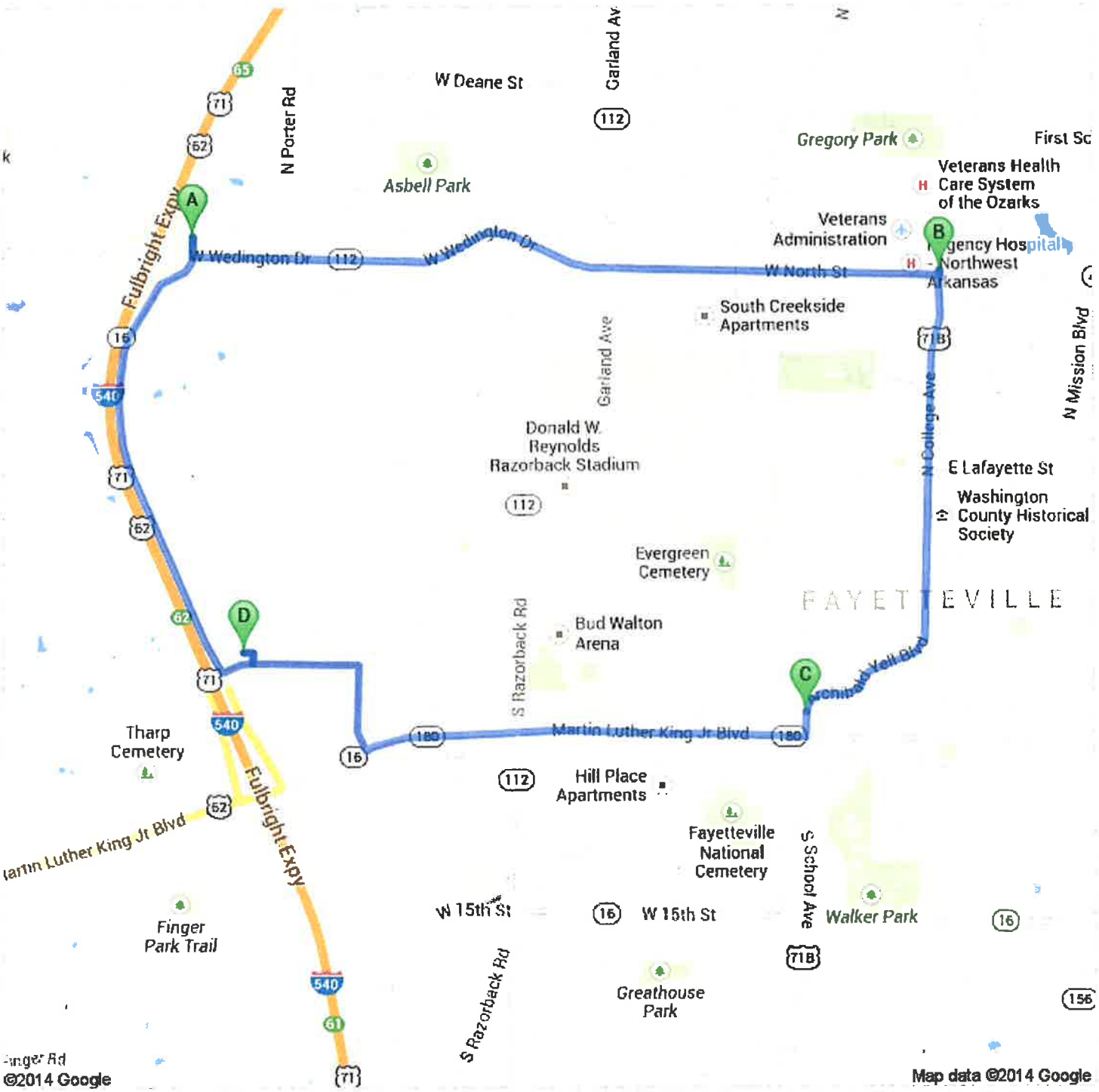
Thank you for your consideration.

Sincerely,

Cole Stocking
479-719-2192

Google

Directions to 1205 N Futrall Dr, Fayetteville, AR 72703
7.8 mi – about 19 mins



Account Summary For THE SCOOTER GUYS LLC

BHHC Quick

Quote #: 2118210
Status: New/Pending Info
Policy Type: AP

Originally Quoted: 1/01/1900 12:00 AM
Quote Printed: 9/27/2013 12:46 PM EDT
Proposed Effective: 10/01/2013 12:00 AM
Proposed Expiration: 10/01/2014 12:00 AM

Symbol	Coverage	Limit ($)	Premium ($)
7	Liability	1,000,000 CSL	7,119
10	UM - BIPD	1,000,000 CSL	805
10	UIM - BI Only	1,000,000 CSL	805
7	Medical Payments	5,000	402
7	Physical Damage	See Specific Unit	2,175
	Total Ins Value	37,797	

Total $11,306.00

Quoted By: Nick Gustafson
Berkshire Hathaway Homestate
3333 Farnam Street
Omaha, NE 68131

ngustafson@bhhc.com
Producer: BancorpSouth Insurance
8315 Cantrell Rd, Ste 300
Little Rock, AR 72227
Phone - (501) 664-7705
Fax - (501) 664-8052

DOT #: Unknown
MC #: Unknown

Revision: 3AR2013R03

Vehicle Information

BHHC-Rate Version: 8.3.28.45

Unit	Liability	UM	UIM	Med Pay	Phys Dam	Cargo/ In-Tow	AI/Lessor	Unit Sub Total
1 2012 POLARIS	2,373	Incl.	Incl.	134	725	N/A	N/A	3,232
Comp/Coll: $12,599	**Deductible:**	1,000/1,000						
Radius: Up to 50 Miles								
2 2012 POLARIS	2,373	Incl.	Incl.	134	725	N/A	N/A	3,232
Comp/Coll: $12,599	**Deductible:**	1,000/1,000						
Radius: Up to 50 Miles								
3 2012 POLARIS	2,373	Incl.	Incl.	134	725	N/A	N/A	3,232
Comp/Coll: $12,599	**Deductible:**	1,000/1,000						
Radius: Up to 50 Miles								

Berkshire Hathaway
HOMESTATE COMPANIES

THE SCOOTER GUYS LLC
Quote #: 2118210

Terms and Conditions: This quote is being offered subject to the following terms and conditions. BHHC disclaims any responsibility for your failure to reconcile the original application with coverage quoted herein. Failure to comply with the following conditions may result in cancellation.

- Inform which, if any, filings are required.
- Accurate Radius Classification.
- Compliance with UM/UIM Limit Requirements.
- No Transportation of Hazardous Materials, Garbage, Contaminated Soil, Asbestos, or similar exposures.
- Any driver < 21 years old must be submitted to company.
- Prompt reporting of all new drivers.
- All New Drivers must meet driver guidelines.
- Complete and Accurate Driver Information.
- 12.5% Commission applies.
- When bound, please provide appointed producer for this account with complete serial numbers, model years, and drivers list.
- Quote is subject to symbol 7 only.

Disclosure Statement: The premium for this account includes a commission that is within the terms of your normal commission schedule included within the provisions of your Agency Agreement. If your agency contract includes a Profit Sharing Agreement, this policy may or may not be included in that profit sharing plan. It's unclear at this time whether you will be eligible for profit sharing or whether this individual account will increase or decrease any profit sharing payout as the loss ratio is undetermined at this time and any payments are not guaranteed.

This is NOT a binder of insurance. Company must be notified prior to Binding Coverage.

Quote #: 2118210

Schedule of Forms & Endorsements

CA 0001 (03/2010) Business Auto Coverage Form
CA 0162 (10/2007) Arkansas Changes
CA 2108 (03/2006) Arkansas Uninsured Motorists Coverage
CA 2166 (03/2006) Arkansas Uninsured Motorists Coverage - Property Damage
CA 2402 (12/1993) Public Transportation Autos
CA 3128 (03/2006) Arkansas Underinsured Motorists Coverage
IL 0017 (11/1998) Common Policy Conditions
IL 0021 (09/2008) Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 0231 (09/2008) Arkansas Changes - Cancellation
IL 0909 (03/1998) Arkansas notice
M 3912b (08/2001) Stated Amount Insurance
M 3920 (03/1988) Punitive Damage Exclusion Duty to Defend Amendment
M 4487 (04/1994) Auto Medical Payments Coverage
M 4566a (11/1999) Certificate of Insurance - ID Card
M 4572 (12/1994) Schedule of Forms and Endorsements at Policy Inception
M 4803 (02/1998) Abuse or Molestation Exclusion
M 5007a (10/2009) Arkansas Policyholders Important Notice
M 5171 (06/2004) Schedule of Covered Autos
M 5397 (02/2009) Driver List
M 5479 (04/2010) Towing and Storing Costs
M 5603 (01/2011) Commercial Policy Jacket
M 5605 (02/2011) Business Auto Coverage Declarations
M 5623 (04/2011) Application of Policy - Financial Responsibility
M 5644 (09/2011) Arkansas Underinsured Motorists Coverage Amendatory Endorsement

Driver Information for THE SCOOTER GUYS LLC

BHHC-Rate for Arkansas

Cypress Insurance Company

Quote #: 2118210 Revision: 3AR2013R03

Driver	Date of Birth	License Class	Years Exp.	Midterm	Unit
1 Cole Stocking	8/11/1986	All Other			

THE SCOOTER GUYS LLC

M-4243b (6/2000)
Cypress Insurance Company

Quote #: 2118210

REJECTION OF UNINSURED AND UNDERINSURED MOTORISTS COVERAGES, AND OFFER OF INCREASED UNINSURED LIMITS (ARKANSAS)

I. UNINSURED MOTORISTS COVERAGE

Under Arkansas Insurance Laws (Section 23-89-403 of the Arkansas Code), Uninsured Motorists Coverage provides insurance for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of **bodily injury**, sickness or disease, including death, resulting therefrom.

Uninsured Motorists Coverage (Section 23-89-404) also provides insurance for the protection of persons insured thereunder for **property damage** to the insured for losses in excess of two hundred dollars ($200). "Property damage" means damage to the insured's vehicle.

Under the law (Section 27-19-605), the minimum limits for Uninsured Motorists Coverage are:

- at least $25,000 of coverage of bodily injury/death for each insured person who may be injured in any single accident, and
- at least $50,000 of coverage of bodily injury/death for two or more insured people who may be injured in any single accident, and
- at least $25,000 of coverage for property damage in any single accident.

A. Offer of Increased Limits or Selection of Minimum Limits

Under Arkansas Insurance Laws (Section 23-89-403 of the Arkansas Code), if you choose **not** to reject Uninsured Motorists Coverage, you, the insured named in the policy, have the right to purchase uninsured motorists coverage in limits up to the limits of third-party liability coverage you will carry under your automobile insurance policy. Alternatively, the law also permits you to reject any offered increased limits.

Offer of Increased Limits of Coverage	**Amount of Increased Premium (if any)**
$25,000 / $50,000 / $25,000 or $75,000 Single Limit	Contact your agent for amount of
_____/ _____/ _____ or 1,000,000 Single Limit	increased premium.

Choose one of the following ("X" indicates your choice) and complete the limits desired where indicated, if applicable.

☒ I wish to purchase increased limits of Uninsured Motorists Coverage.

If you marked this box, then you must specify the limits which you desire. These limits cannot exceed your third-party liability coverage.

I select: _____/ _____/ _____ or 1,000,000 Single Limit

☐ I wish to **REJECT** the offer of any and all increased limits of Uninsured Motorists Coverage.

B. Rejection

The law permits you, the insured named in the policy, to reject the Uninsured Motorists Coverage in its entirety or to reject the property damage only portion of the Uninsured Motorists Coverage. The law requires that if you **do not** reject Uninsured Motorists Coverage for **bodily injury**, the insurer will **automatically** provide you with the coverage in the minimum limits prescribed by law.

You may **not** reject Uninsured Motorists Coverage if increased limits of Uninsured Motorists Coverage is selected in Section A above.

Choose one of the following, if applicable ("X" indicates your choice).

☐ I hereby **REJECT** Uninsured Motorists Coverage. The Uninsured Motorists Coverage offered is completely removed and deleted from the policy.

☐ I hereby **REJECT** the property damage only portion of the Uninsured Motorists Coverage. The property damage only portion of the Uninsured Motorists Coverage offered is completely removed and deleted from the policy.

II. REJECTION OF UNDERINSURED MOTORISTS COVERAGE

Under Arkansas Insurance Laws (Section 23-89-209), Underinsured Motorists Coverage enables the insured or his/her legal representative to recover from the insurer the amount of damages for bodily injury or death to which the insured is legally entitled from the owner or operator of another vehicle whenever the liability insurance limits of such other owner/operator are less than the amount of the damages incurred by the insured. Coverage shall not be reduced by the other party's insurance coverage except to the extent the injured party would receive compensation in excess of his/her damages.

Underinsured Motorists Coverage is available **only if** Uninsured Motorists Coverage is **not** rejected above.

The law permits you, the insured named in the policy, to reject Underinsured Motorists Coverage.

Mark the following, if applicable ("X" indicates your choice).

☐ I hereby **REJECT** Underinsured Motorists Coverage. The Underinsured Motorists Coverage offered is completely removed and deleted from the policy. This coverage MUST be deleted if Uninsured Motorists Coverage is deleted.

Signature of Named Insured (Representing all insureds)

Type or Print Name

Date

Policy Number (if known)

Berkshire Hathaway
HOMESTATE COMPANIES
P.O. Box 31145 • Omaha, NE 68131

Direct Bill Options

Date: 09/27/2013

Named Insured: **THE SCOOTER GUYS LLC**

Quote Number: 2118210

Indicated Premium: $11,306.00 (includes government fees and assessments, if applicable)

Pay Plan	Down Payment	Estimated Installment Amount(s)	Installments Due in Month(s) (Number of months after effective date of policy)
Full-Pay	$11,306.00	-	-
2-Pay	$5,653.00	$5,653.00	5
4-Pay	$2,827.00	$2,826.50	2,5,8
6-Pay	$2,262.00	$1,808.96	1,3,5,7,9
11-Pay	$2,262.00	$904.48	1,2,3,4,5,6,7,8,9,10

(Assumes no filings or certificates requiring advance notice are required)

Each installment after the down payment will incur a(n) $8.00 service fee.
Waive the service fees by signing up for *Simply EFT* - Automated Payment Authorization.

Simply EFT is a convenient, secure payment option which automatically deducts your insurance installment payments from your bank account or charges your credit/debit card when they become due. ***The down payment must be paid separately - only installments due after automatic withdrawals are authorized will be deducted.*** *After making your down payment to bind your account, you will receive a schedule of payments that will show the date of your first Simply EFT withdrawal. If payment dates fall on a weekend or holiday, the payments may be executed on the next business day.*

Questions? Call 1-877-680-2442 Monday - Friday, 7:00 AM - 7:00 PM Central Time to speak with a billing representative.

Return this completed form to us by fax to 1-866-897-2393 or mail to the address above.

☐ **Sign me up using my Bank Account**

Bank Name: _____

Routing Number*: _____ *Please note that a routing number has exactly nine digits.

Account Type: ☐ Checking Account ☐ Savings Account

Account Number: _____

☐ **Sign me up using my Credit/Debit Card***

Account Type: ☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Account Number: _____

Expiration Date: _____

*A nominal transaction and reversal may appear on your statement due to the process we use to validate account information.

*****I authorize the Berkshire Hathway Homestate companies to initiate automatic payments for premium on my insurance policy and its renewals to my bank account or credit/debit card. This authority shall remain in effect until I revoke it (3 business days notice is required) in writing to the address above or by fax to 1-866-897-2393. I authorize my financial institution to debit the above designated bank account or to charge the above credit/debit card. I understand that I will receive advance notice of any increase in payments which result from endorsements to or renewal of my policy.*****

Account Holder /Card Holder Name: _____ E-mail address: _____

Billing/Account Address: _____ City/State/ZIP: _____

Phone Number: _____ AUTHORIZED SIGNATURE: _____

SIGN UP

From: Anita May <Anita.May@dfa.arkansas.gov>
Sent: Monday, February 10, 2014 11:20 AM
To: Harter, James
Subject: RE: Cole Stocking Fayetteville PD Application

Good morning Sergeant Harter,

I was told by our Motor Vehicle Manager that the Certificate of Origins that Mr. Stocking showed us on this GEM can be titled as a low speed vehicle. Mr. Stocking can register the vehicle with the Certificate of Origin with the other require documents at the revenue office. He can apply for the "For Hire" at that time. The low speed vehicle are for roads with the same speed as the vehicle will go. From the pictures I pulled off the internet on a GEM low speed vehicle it has all the require equipment to be on the road. Mr. Stocking told me his GEM vehicle will also have doors on them when we talked. When Mr. Stocking decide which GEM vehicle he will buy, he can e-mail me the certificate of origin and a picture of the GEM to make sure we can title it.

For Hire Taxi Cabs are required to have a $50,000 bond from an insurance company licensed to do business in Arkansas. This along with all normal required documents and fees to register.

I hope this answers your questions.

Anita May
DFA Supervisor
(501)-682-4635

City of Fayetteville Item Review Form

2014-0093

Legistar File Number

3/4/14

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John Nelson

Submitted By

Transportation Svcs

Department

Action Required:

A resolution approving the Transportation Division Overlay/Sidewalks project list for 2014.

Does this item have a cost? Yes

Cost of this request	Category or Project Budget	Program or Project Name
Account Number	Funds Used to Date	Program or Project Category
	$0.00	
Project Number	**Remaining Balance**	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

ENTERED dm 2/14/14

ENTERED 2/18/14

Previous Ordinance or Resolution # 5173

Original Contract Number:

Comments:

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

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

From: John Nelson, Management Accounting Coordinator

Date: February 14, 2014

Subject: Approval of 2014 Overlay/Sidewalk Projects

PROPOSAL:

Staff and the Street Committee recommend a resolution approving the Transportation Division overlay/sidewalks projects list for 2014. The 2014 project list was presented to the Street Committee on February 11, 2014. The Street Committee requests the final list be presented to the City Council for its approval by resolution in accordance with Ordinance No. 5173.

RECOMMENDATION:

Each year the Transportation Division reviews the need for street overlays based on existing conditions of streets. The In-House Pavement Improvements program includes asphalt, curb and guttering, pavement striping, and preparation costs for the overlays. The Sidewalk Improvements program improves the connectivity of the sidewalk system by constructing new sidewalk and replacing or repairing sidewalks throughout the city. This project also includes funding for ADA accessible ramps.

The 2014 overlay project primary list proposes a total of 19,144 linear feet or 3.6 miles and an additional 4.7 miles of streets for micro seal and an alternate list of asphalt overlays.

The 2014 sidewalk improvements project list proposes a total of 32,049 linear feet summarized by ward as follows:

Ward #1	10,430 linear feet
Ward #2	8,485 linear feet
Ward #3	7,220 linear feet
Ward #4	5,914 linear feet

BUDGET IMPACT:

Funds for labor, equipment, materials, and services are included in the 2014 Sales Tax Capital Improvements Fund project budgets (In-House Pavement Improvements $1,692,000; Sidewalk Improvements $520,000) and $1,042,000 in Street Fund for sidewalk improvements.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY/SIDEWALK PROJECTS LIST FOR 2014

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Transportation Division Overlay/Sidewalk Projects list for 2014. A copy of the 2014 Overlay/Sidewalk Projects list is attached as Exhibit "A".

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Proposed Asphalt Overlays

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	4	Cross Ave	Halsell Rd	Markham Rd	661	
2014	2	Davidson St	College Ave	Willow Ave	825	
2014	1/2	Dickson St	College Ave	Fletcher Ave	2,220	
2014	2	Edgehill Dr	*Dead End*	Lakeridge Dr	1,052	
2014	4	Halsell Rd	Sang Ave	Cross Ave	1,425	
2014	2	Leverett Ave	Cleveland St	North St	1,250	
2014	4	Maple St	*Dead End*	Sang Ave	1,245	
2014	2	Meadow St	Gregg Ave	West Ave	354	
2014	1	Missouri Way	Oklahoma Way	Dogwood Ln	1,012	
2014	1	Morningside Dr	Huntsville Rd	15th St	2,637	
2014	3	Nottingham Pl	*Cul-de-sac*	Masonic Dr	419	
2014	1	Oklahoma Way	Missouri Way	Texas Way	1,200	
2014	1	Rodgers Dr	Lighton Trl	*600ft West*	600	
2014	4	Sang Ave	Cleveland St	Halsell Rd	1,937	
2014	2	South St	West Ave	Archibald Yell Blvd	1,282	
2014	1	Texas Way	Oklahoma Way	Skyline Dr	1,025	
2014	1/2/3/4	Spot Repairs	Various Locations	Various Locations		
2014	1/2/3/4	Street Striping	Various Locations	Various Locations		
					19,144	**Feet**
					3.63	**Miles**

EXHIBIT
A

Alternate Asphalt Overlays

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	1	Dunn Ave	National St	Eleventh St	452	
2014	1	Ellis Ave	Eleventh St	Dunn Ave	1,453	
2014	4	Markham Rd	Cross Ave	Razorback Rd	1,857	
2014	2	McConnell Ave	Drake St	Knapp Dr	2,671	
2014	3	Pembroke Rd	Shrewsbury Ln	Rockwood Tr	1,417	
2014	3	Rosewood Dr	Sheryl Ave	*Cul-de-sac*	300	
2014	3	Sheryl Ave	Oaks Manor Dr	Rosewood Dr	1,028	
2014	3	Shrewsbury Ln	Ridgeway Dr	Pembroke Rd	1,217	
2014	1	Storer Ave	North St	Cleveland St	1,270	
2014	2	University Ave	Dickson St	Center St	1,259	
2014	1	Wyman Rd	Stone Bridge Rd	*City Limits*	3,104	
					16,028	**Feet**
					3.04	**Miles**

Proposed Asphalt Micro Seal

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	3	Ball Ave	Mission Blvd	Kantz Ln	1,300	
2014	3	Bristol Pl	Cambridge Rd	*Cul-de-sac*	660	
2014	3	Cambridge Rd	Mission Blvd	*150ft past Lensfield Pl*	650	
2014	3	Camelot Pl	Cambridge Rd	*Cul-de-sac*	1,130	
2014	3	Deer Creek Dr	Flint Creek Dr	Wolf Creek Dr	518	
2014	3	Flint Creek Dr	Old Missouri Rd	Wolf Creek Dr	340	
2014	3	Kantz Cv	*Cul-de-sac*	Kantz Ln	237	
2014	3	Kantz Ln	Ball Ave	East Oaks Dr	2,770	
2014	3	Lensfield Pl	Cambridge Rd	*Cul-de-sac*	300	
2014	3	Lisa Ln	Mission Blvd	*Cul-de-sac*	1,380	
2014	3	Wolf Creek Dr	Flint Creek Dr	Deer Creek Dr	592	
					9,877	**Feet**
					1.87	**Miles**

Proposed Asphalt Micro Seal

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	4	Acoma St	Carlsbad Trce	Carriage Way	384	
2014	4	Beaver Ln	Lonesome Dove Dr	Plum Tree Dr	1,171	
2014	4	Bluebird St	Carriage Way	Chickadee Ave	448	
2014	4	Carlsbad Trce	*Cul-de-sac*	Wedington Dr	2,170	
2014	4	Carriage Way	Beaver Ln	Wedington Dr	1,406	
2014	4	Chaparral Ln	Lonesome Dove Dr	Plum Tree Dr	1,165	
2014	4	Franciscan Trl	Fieldstone Ave	Carriage Way	1,154	
2014	4	Lonesome Dove Dr	Patrick St	Beaver Ln	488	
2014	4	Mallard Ln	Pine Creek Dr	Plum Tree Dr	188	
2014	4	Meadowlands Dr	Mallard Ln	Wedington Dr	730	
2014	4	Patrick St	Lonesome Dove Dr	Plum Tree Dr	1,745	
2014	4	Pine Creek Dr	Beaver Ln	Mallard Ln	641	
2014	4	Plum Tree Dr	Patrick St	Mallard Ln	1,690	
2014	4	Renee Ct	*Cul-de-sac*	Carlsbad Trce	80	
2014	4	Thrasher Dr	Carriage Way	Chickadee Ave	943	
					14,403	**Feet**
					2.73	**Miles**

Alternative Asphalt Micro Seal

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	4	Boxley Ave	Dover St	*Cul-de-sac*	2,204	
2014	4	Caddo Ave	Ponca St	Prescott St	1,234	
2014	4	Desarc Way	Dover St	Boxley Ave	664	
2014	4	Fieldstone Ave	Genoa Ave	Wedington Dr	2,578	
2014	4	Genoa Ave	Ponca St	Prescott St	1,657	
2014	4	Ponca St	Cannondale Dr	Boxley Ave	1,288	
2014	4	Prescott St	Genoa Ave	Caddo Ave	307	
2014	4	Trinity Dr	*Dead End*	Franciscan Trl	540	
					10,472	**Feet**
					1.98	**Miles**

2014 Proposed Sidewalks

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	1	Armstrong Ave	15th St	Borick Dr	3,550	
2014	1	Dickson St	Washington Ave	Fletcher Ave	1,750	
2014	1	Huntsville Rd	Morningside Dr	Happy Hollow Rd	2,350	
2014	1	School Ave	9th St	15th St	2,000	
2014	1	School Ave	MLK Blvd	9th St	530	
2014		Maintenance Repairs	Various Locations	Various Locations	250	
					10,430	**Feet**

2014 Proposed Sidewalks

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	2	Davidson St	College Ave	Willow Ave	900	
2014	2	Leverett Ave	North St	Cleveland St	2,670	
2014	2	Porter Rd	540 Ramp	Existing Sidewalk	575	
2014	2	South St	West Ave	Archibald Yell Blvd	1,200	
2014	2	University Ave	Dickson St	Whiteside Dr	350	
2014	2	Washington Ave	Lafayette St	Dickson St	1,570	
2014	2	Willow Ave	Maple St	Lafayette St	970	
2014		Maintenance Repairs	Various Locations	Various Locations	250	
					8,485	**Feet**

2014 Proposed Sidewalks

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	3	Applebury Dr	Lundsford Ave	Applebury Pl	1,080	
2014	3	Azalea Ter	Robin Rd	Township St	465	
2014	3	Mission Blvd	Viewpoint Dr	Cambridge Dr	2,235	
2014	3	Old Missouri Rd	Zion Rd	Joyce Blvd	2,100	
2014	3	Overcrest St	Old Wire Rd	Elmwood Dr	980	
2014	3	Shagbark Bnd	Mockernut Xing	Crossover Rd	110	
2014		Maintenance Repairs	Various Locations	Various Locations	250	
					7,220	**Feet**

2014 Proposed Sidewalks

Year	Ward	Street Name	From Segment	To Segment	Proposed	
2014	4	46th St	Wedington Dr	Existing Sidewalk	1,250	
2014	4	Halsell Rd	Sang Ave	Cross Ave	725	
2014	4	Markham Rd	Cross Ave	Palmer Ave	985	
2014	4	Palmer Ave	Markham Rd	Center St	1,277	
2014	4	Salem Rd	Old Town Ln	Earnhardt Dr	460	
2014	4	Salem Rd	Bentgrass Rd	Clabber Creek Blvd	317	
2014	4	Sang Ave	Maple St	Halsell Rd	650	
2014		Maintenance Repairs	Various Locations	Various Locations	250	
					5,914	**Feet**

2014-0095

AGENDA REQUEST

FOR: COUNCIL MEETING OF March 4, 2014

FROM:
CITY COUNCIL MEMBER Matthew Petty

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO SELL A STRIP OF LAND EAST OF THE NEW PARKING DECK ALONG SCHOOL AVENUE TO PARTNERS FOR BETTER HOUSING TO SCREEN THE DECK AND PROVIDE WORKFORCE HOUSING

APPROVED FOR AGENDA:

City Council Member Matthew Petty — Feb. 14, 2013 Date

City Attorney Kit Williams (as to form) — Feb 13, 2014 Date

ENTERED 2/14/14

Fayetteville ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **February 13, 2014**

RE: **Workforce Housing to screen parking deck along School Avenue**

Alderman Matthew Petty, working with Development Services Director Jeremy Pate and my office, is preparing to propose an innovative screening solution for the new Entertainment District Parking Deck along School Avenue.

Through the efforts of Finance Director Paul Becker, we have confirmed that this property was purchased with General Fund money and so is not restricted by the bond ordinance language which Fayetteville voters approved to build the Walton Arts Center. This property is currently owned jointly by the University and City. We need to request that the University quitclaim the portion of the block upon which we are building the parking deck to include this 15 foot strip along School Avenue and the deck. Thus, a survey and lot split needs to be done to divide this property from the rest of the block. The new lease with the Walton Arts Center also needs to remove this portion of the block from the currently leased premises (which has included the entire block). This lot split and transfer of ownership needs to be given high priority and be accomplished quickly.

Once the lot split is accomplished and the land is transferred to sole City ownership, I can work with the Walton Arts Center on the new proposed lease (which has already been studied extensively by the University, Walton Arts

Center and City) to remove this relatively small portion of the block. I would expect to provide this proposed new lease to you in March.

After the lot split approval, the conveyance from the University and the approval of the new lease has been accomplished, we can turn to Alderman Petty's proposal to sell this 15 foot strip of land to Partners for Better Housing to build workforce rental housing to screen the parking deck.

Fayetteville taxpayers are constitutionally entitled to fair market value when the City's assets (such as land) are sold. The City is allowed to consider more than just money when determining the adequate considerations to be received for City taxpayers. Regarding this 15 foot strip of land, the City Council can and should consider the savings that our taxpayers will receive if we do not have to pay to construct the planned screening of the deck because the apartments will provide the screening. In addition, the City Council can consider that the apartments will be an improved screening and a better streetscape than originally planned. Additionally, if our agreement with Partners for Better Housing ensures affordable, workforce housing, then this could provide even additional (if more minor) consideration to support a reduced price for the 15 foot strip of property as well as other considerations of reduced parking requirements, bicycle parking, etc. that the City might offer.

SUMMARY OF WHAT NEEDS TO BE DONE

The City needs to rapidly complete the following:

1. **Survey of land** from the west side of the parking deck project to School Avenue and the north side of the parking deck project to Spring Street to include area of any liner buildings.

2. **Complete lot split** of this area.

3. **Obtain deed** from University to return this parking deck lot to City. (The City purchased it and then freely conveyed a half interest to the University.)

4. **Agree to a new lease** with the Walton Arts Center Council, Inc. to remove the parking deck premises and update the old lease.

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO SELL A STRIP OF LAND EAST OF THE NEW PARKING DECK ALONG SCHOOL AVENUE TO PARTNERS FOR BETTER HOUSING TO SCREEN THE DECK AND PROVIDE WORKFORCE HOUSING

WHEREAS, the City needs to screen the new parking deck from School Avenue and has identified funds within the parking deck's budget to pay for such screening; and

WHEREAS, rather than a passive, mainly unused screening, the City Council could sell a 15 foot strip along the deck to Partners for Better Housing with provisions requiring appropriate and timely constructed residential buildings that would better screen the deck, provide a more appealing streetscape, and provide needed workforce rental housing in the Entertainment District.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to sell a strip of land east of the new parking deck along School Avenue to Partners for Better Housing to screen the deck and provide workforce housing.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

500 West Spring Street

Very Walkable

Fayetteville(/AR/Fayetteville)

Restaurants:
Grub's Bar & Grille .08mi

Coffee:
Hookah Java Cafe & Lounge .1mi

Bars:
Ryleigh's .1mi

Groceries:
Walker Foods .1mi

Parks:
Mount Nord Historic District .4mi

Schools:
Washington Elementary School .4mi

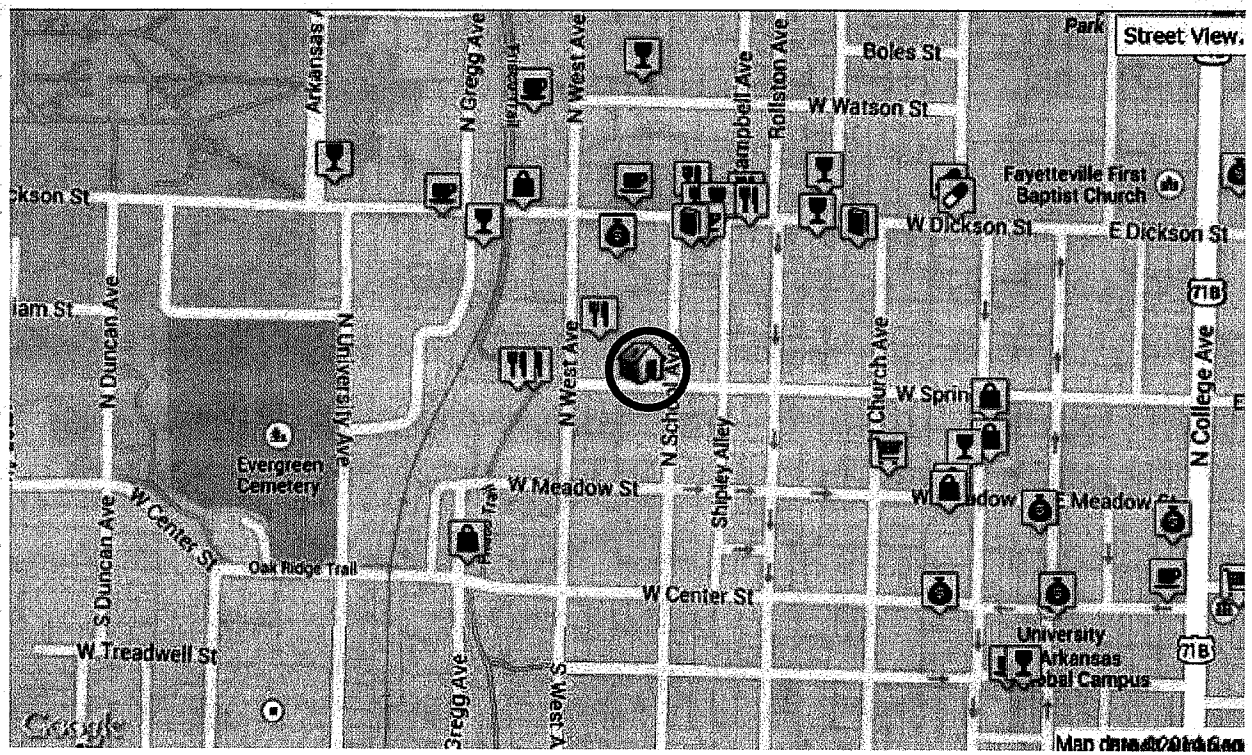
Shopping:
Dickson Street Bookshop Inc .1mi

Entertainment:
Washington County Historical 4mi

Errands:
Arvest Bank ATM .1mi

Search Nearby:

Go



Walkability (and Bikability): The Intersection of Spring and School has a Walk Score of 85 out of 100. This location is **Very Walkable** so most errands can be accomplished on foot. Fayetteville has an average Walkscore of 27%:

1. **Find a place to live within walking or biking distance to your job and for less than half of your income.** In this example, you'll want to look for a living situation where rent and utilities cost no more than $500 a month.
2. **Spend no more than $200 USD a month on household necessities (food, toiletries, cleaning supplies, etc).** The only way to pull this off is to cook pretty much everything yourself (buy raw ingredients instead of pre-prepared food),
3. **Consider dedicating $100 a month for leisure.** That's about $25 a week. Learn how to treat yourself within that range. This includes buying clothing, which you can get at a thrift store, and transportation for when you go out.
4. **Cut cellular and cable costs.** Cellular plans usually cost about $30 a month. If you don't use all the minutes in your cell plan, a prepaid or pay-as-you-go phone may save you a lot of money.
5. **Save the rest for medical and other emergencies.** It is generally difficult to get health insurance through a minimum wage job. These steps leave you with about $170.
6. **Get a second job or a new higher paying job.** Face it, you don't have a lot of money to spend on leisure anyway and that first job, assuming it is full time, is only taking maybe 10 hours out of your day including lunch and commuting.

Six Steps to Living on Minimum Wage
http://www.wikihow.com/Live-on-Minimum-Wage

Partners for Better Housing will:

1. Develop design and precedent images of the Workforce Liner Building. Based on preliminary drawings, Project Scope would be 12 Dwelling Units, (6 two bedroom units and 6 one bedroom units). One third of the units would be market rate, 2/3 would be affordable to low income renters. Total number of bedrooms to be 18.

2. Select an investment partner and General Contractor that has experience in developing, constructing, and managing affordable housing.

3. Finalize transaction details with the City of Fayetteville regarding land price and schedule. Currently envisioning appraised value of land minus cost of rain garden and facades.

4. Party wall between parking structure and dwelling units will be rated with a minimum STC of 50 and a fire rating of three hours. Propose that the City of Fayetteville provide a one hour rated wall and that PfBH provides a two hour rated wall with sound deadening material. Two separate walls will be constructed.

5. All design and financial arrangements will be finalized in time for the City of Fayetteville to exercise the deduct alternate for Rain Garden and decorative façade work.

6. Construction schedule of the Workforce Liner Building to dovetail with Parking Structure schedule. Completion and occupancy of Workforce Liner Building to be within 12 months of completion of Parking Structure.

7. Request that the City of Fayetteville will provide access to at least 18 covered bicycle parking spaces within the Parking Structure for the Workforce Liner building tenants.

8. Request that the City of Fayetteville will support seeking a reduction in parking requirements for the Workforce Liner Building tenants.

9. Request that the City of Fayetteville will construct streetscape improvements along School Avenue. Stoops, ramps, and bay windows will be allowed to extend into the sidewalk space, subject to adequate clearance in the public right of way.

City of Fayetteville Staff Review Form

2014-0092

Legistar File Number

3/4/2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Paul A. Becker	Finance & Internal Services / Chief Financial Officer
Submitted By	**Department / Division**

Action Required:

A RESOLUTION APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF $1,216,000 TO FUND A CITY-WIDE 2014 EMPLOYEE COMPENSATION ADJUSTMENT.

Budget Impact:

XXXX.XXXX.51XX.XX	CITYWIDE
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	46,885,280.00
		Funds Obligated	$	5,945,540.00
		Current Balance	**$**	**40,939,740.00**
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	Yes	Budget Adjustment	$	-
		Remaining Budget	**$**	**40,939,740.00**

V20140127

ENTERED 2/18/14

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

2-19-14

Paul A. Becker

2-19-14

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
BUDGET & RESEARCH DIVISION
113 West Mountain Street
Fayetteville, AR 72701
P (479) 575-8347

CITY COUNCIL AGENDA MEMO

TO: Mayor Jordan and Members of the Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A Becker, Finance Director

DATE: 3/4/2014

SUBJECT: **Appropriation Authority for Employee Compensation Adjustments**

PROPOSAL:

As discussed during the 2014 Budget process, the Mayor is recommending a compensation package to the City Council based on the fiscal results of 2013 operations. The operating results from the fourth quarter of 2013 have been forecasted to be a net operating surplus of approximately $862,000 in the General Fund. The budget had originally been formulated on the use of $1.4 million of reserves.

This surplus was achieved through a combination of revenue increases and expense control. The Administration was able, through good management, to hold expenditures under budget. In addition revenues collected were over budget.

Other operating funds such as the Street, Water and Sewer and Solid Waste also showed positive numbers for the year.

The Mayor's Guiding Philosophy

- Recommendation supports on-going funding without risking future layoffs.
- Employees with at least six (6) months of service to the City qualify for an appropriate increase in compensation.

Based on these results, the Mayor is recommending the following compensation package to the Council:

- The plan would provide for step increases for uniformed personnel beginning 3/17/2014 keeping everyone in a step.
- The plan would provide for merit increases for other employees comparable to the amount provided to uniformed personnel, to be distributed based on merit.
- Amounts to merit employees will be based on performance as determined by the appropriate department/division head. These raises will go into effect beginning 3/17/2014.
- Employees at the top of their ranges will be eligible for a single year discretionary bonus.
- To be eligible merit employees must have completed at least six (6) months of service as of 03/31/2014.
- Uniformed personnel must have completed at least one year of service as of 3/31/2014 to receive a step increase.
- The 2014 cost of this plan is projected to be $804,000 in the General Fund. The 2014 cost for all funds would be $1,216,000.
- The on-going cost of the plan in future years will be $1,072,000 for the General Fund and $1,623,000 for all funds.

RECOMMENDATION:
The Mayors recommendation is for the City Council to appropriate funds to provide for the compensation package outlined above.

BUDGET IMPACT:
The impact of this proposal would be to increase the budgets for various funds as follows:

Funding Source	Budget Adjustment
1010 - General	$ 804,000
2100 - Street	90,000
2130 - Parking	10,500
2250 - Parks Development	36,000
2930 - Drug Law Enforcement	8,000
5400 - Water & Sewer	142,000
5500 - Solid Waste	83,000
5550 - Airport	15,000
9700 - Shop	27,500
Total	$ 1,216,000

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $1,216,000.00 TO FUND THE CITY-WIDE 2014 EMPLOYEE COMPENSATION ADJUSTMENT

WHEREAS, the most recent forecast shows that City will have a net operating surplus for the General Fund of about $862,000.00 for 2013; and

WHEREAS, Mayor Jordan's proposed Employment Compensation Adjustment will cost the General Fund about $804,000.00 for 2014 for General Fund employees; and

WHEREAS, including all employees (Water and Sewer, Solid Waste, etc. as well as General Fund employees), the cost will be about $1,216,000.00 for 2014.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment in the amount of $1,216,000.00 to fund the city-wide 2014 Employee Compensation Adjustment.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas - Budget Adjustment Form

Budget Year	Division:	Citywide	Adjustment Number
2014	Dept.:	Citywide	
	Requestor:	Kevin Springer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

$1,216,000 in additional funding is requested Citywide in Salary Contingency for 2014 Employee Compensation Adjustments. The $1,216,000 will come from the Use of Fund Balance accounts Citywide.

Division Head	Date
Department Director	Date
Paul A. Becker	2-18-2014
Chief Financial Officer	Date
Chief of Staff	Date
Mayor	Date

REQUEST DATE: 3/4/2014

LEGISTAR ID#: **2014-0092**

BUDGET & INFORMATION MANAGEMENT USE

2-18-2014

Budget Director — Date

TYPE: ☐ A ☐ B ☐ C ☑ D ☐ E ☐ P

DESCRIPTION:

GLDATE:

POSTED: /

Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub# Project	Project.Sub# Sub	AT	Account Name
TOTAL	1,216,000	1,216,000				
1010.0001.4999.99	-	804,000			RE	Use of Fund Balance
1010.6600.5100.01	804,000	-			EX	Salary Contingency
2100.0910.4999.99	-	90,000			RE	Use of Fund Balance
2100.4100.5100.01	90,000	-			EX	Salary Contingency
2130.0913.4999.99	-	10,500			RE	Use of Fund Balance
2130.9130.5100.01	10,500	-			EX	Salary Contingency
2250.0925.4999.99	-	36,000			RE	Use of Fund Balance
2250.9250.5100.01	36,000	-			EX	Salary Contingency
2930.0993.4999.99	-	8,000			RE	Use of Fund Balance
2930.2960.5100.01	8,000	-			EX	Salary Contingency
5400.0940.4999.99	-	142,000			RE	Use of Fund Balance
5400.4000.5100.01	142,000	-			EX	Salary Contingency
5500.0950.4999.99	-	83,000			RE	Use of Fund Balance
5500.5000.5100.01	83,000	-			EX	Salary Contingency
5550.0955.4999.99	-	15,000			RE	Use of Fund Balance
5550.3940.5100.01	15,000	-			EX	Salary Contingency
9700.0970.4999.99	-	27,500			RE	Use of Fund Balance
9700.1910.5100.01	27,500	-			EX	Salary Contingency

City of Fayetteville Item Review Form

2014-0084

Legistar File Number

3/4/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Becker

Submitted By

Finance

Department

Action Required:

Approval of an ordinance authorizing the issuance and sale of not to exceed $7,500,000 of Water and Sewer System Refunding Revenue Bonds, Series 2014

Does this item have a cost?

$0.00		
Cost of this request	Category or Project Budget	Program or Project Name
Account Number	Funds Used to Date	Program or Project Category
	$0.00	
Project Number	Remaining Balance	Fund Name

Budgeted Item? **Budget Adjustment Attached?**

V20130812

ENTERED dm 2/14/14

Previous Ordinance or Resolution #

Original Contract Number:

ENTERED 2/13/14

Comments:

12-14-14

Paul A. Becker

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

NON-AGENDA ITEM MEMO

To: Mayor Jordan

Thru: Don Marr, Chief of Staff

From: Paul A Becker

Date: February 14, 2014

Subject: Approval of a Bond Ordinance Authorizing the Issuance of Water and Sewer Refunding Bonds

PROPOSAL:

Due to the current low interest rates in the Municipal Bond Market, the City is in a position to refinance the outstanding Water and Sewer 2009 Revenue Bonds. The refunding issue would be up to $7,500,000.By doing this the City should save in excess of $200,000 in reduced interest rate costs.

RECOMMENDATION:

The Staff recommends approval of refunding the outstanding 2009 Water and Revenue Bonds through the issuance of 2014 Water and Sewer Revenue Bonds.

BUDGET IMPACT

This refunding issue should result in interest cost savings to the City.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $7,500,000 OF WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2014, BY THE CITY OF FAYETTEVILLE, ARKANSAS FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2009; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE SERIES 2014 BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE SERIES 2014 BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2014 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT PROVIDING FOR THE REDEMPTION OF THE SERIES 2009 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Fayetteville, Arkansas (the "City"), a city of the first class, presently owns and operates a public water and sewer utility system (the "System") serving the residents of the City and its environs; and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution and Arkansas Code Annotated (1998 Repl. & 2013 Supp.) Sections 14-164-401 *et seq.*, Sections 14-234-201 *et seq.* and Sections 14-235-201 *et seq.* (collectively, and as from time to time amended, the "Authorizing Legislation"), to issue and sell its water and sewer revenue bonds and to expend the proceeds thereof to finance the costs of acquisition, construction, equipping, improving, maintaining, operating and repairing the System, and to refund any bonds issued under the Authorizing Legislation; and

WHEREAS, pursuant to the provisions of Ordinance No. 5235 of the City, adopted and approved on April 21, 2009, the City has previously issued its Water and Sewer System Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), in the original principal amount of $8,210,000, for the purpose of financing the cost of improvements to the System; and

WHEREAS, pursuant to the provisions of Ordinance No. 5496 of the City, adopted and approved on April 17, 2012, the City has previously issued its Water and Sewer System Refunding Revenue Bonds, Series 2012 (the "Series 2012 Bonds"), in the original principal amount of $3,665,000, for the purpose of refunding outstanding bonds of the City previously issued to finance and refinance the cost of improvements to the System; and

WHEREAS, in accordance with the provisions of the Authorizing Legislation, the City has now determined to issue its Water and Sewer System Refunding Revenue Bonds, Series 2014 (the "Series 2014 Bonds"), in the aggregate principal amount of not to exceed $7,500,000 for the purpose of (i) refunding all of the outstanding Series 2009 Bonds, and (iii) paying printing, underwriting, legal and other expenses incidental to the issuance of the Series 2014 Bonds; and

WHEREAS, the City has determined to issue and secure the Series 2014 Bonds on a parity basis with its outstanding Series 2012 Bonds pursuant to that certain Trust Indenture dated as of May 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture dated as of May 1, 2004, by a Second Supplemental Trust Indenture dated as of June 1, 2009, and by a Third Supplemental Trust Indenture dated as of May 15, 2012 (as amended and supplemented, the "Original Indenture"), by and between the City and BOKF, N.A. dba Bank of Oklahoma (formerly Bank of Oklahoma, N.A.), Tulsa, Oklahoma (the "Bank of Oklahoma"), as trustee (the "Trustee"), as such Original Indenture may be amended and supplemented pursuant to a Fourth Supplemental Trust Indenture (the "Fourth Supplemental Indenture"), by and between the City and the Trustee, a form of which Fourth Supplemental Indenture has been presented to and is before this meeting; and

WHEREAS, the City proposes to enter into a Bond Purchase Agreement (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting, with Stephens Inc., Fayetteville, Arkansas (the "Underwriter"), providing for the sale of the Series 2014 Bonds.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas that:

Section 1. The City Council hereby finds and declares that the current refunding of the Series 2009 Bonds is in the best interests of the City and the customers of the System due to the reduction of the interest expense relating to the indebtedness represented by the Series 2009 Bonds.

Section 2. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of Arkansas and the Authorizing Legislation, there is hereby authorized the issuance of bonds of the City to be designated as "Water and Sewer System Refunding Revenue Bonds, Series 2014" (the "Series 2014 Bonds"). The Series 2014 Bonds shall be issued in the original aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000), shall mature not later than August 15, 2020, and shall bear interest at the rates specified in the Bond Purchase Agreement. The average yield on the Series 2014 Bonds shall not exceed 2.75% per annum. The proceeds of the Series 2014 Bonds will be utilized, along with other available moneys, to effect a current refunding of the Series 2009 Bonds and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2014 Bonds. The Series 2014 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the Original Indenture, as amended and supplemented by the Fourth Supplemental Indenture. The Series 2014 Bonds shall be issued and secured by net revenues of the System on a parity basis with the pledge of net revenues securing the outstanding Series 2012 Bonds.

The Mayor is hereby authorized and directed to execute and deliver the Series 2014 Bonds in substantially the form thereof contained in the Fourth Supplemental Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2014 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2014 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriter, and Kutak Rock LLP, Little Rock, Arkansas ("Bond Counsel"), in order to complete the Series 2014 Bonds in substantially the form contained in the Fourth Supplemental Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2014 Bonds, their execution to constitute conclusive evidence of such approval.

Section 3. To prescribe the terms and conditions upon which the Series 2014 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Fourth Supplemental Trust Indenture (the "Fourth Supplemental Indenture"), by and between the City and the Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Fourth Supplemental Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Fourth Supplemental Indenture to be accepted, executed and acknowledged by the Trustee. The Fourth Supplemental Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of System net revenues to the Series 2014 Bonds and the terms of the Series 2014 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Fourth Supplemental Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Fourth Supplemental Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Fourth Supplemental Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2014 Bonds. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriter, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriter and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. In order to prescribe the terms and conditions upon which the Series 2014 Bonds are to be sold to the Underwriter, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the "Bond Purchase Agreement"), by and between the City and the Underwriter, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriter and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to provide for the redemption of the Series 2009 Bonds, the Mayor is hereby authorized and directed to execute an Escrow Deposit Agreement to be dated as of the date of its execution (the "Escrow Agreement"), by and between the City and the Bank of Oklahoma, as escrow trustee (the "Escrow Trustee"), and the Mayor is hereby authorized and directed to cause the Escrow Agreement to be executed by the Escrow Trustee. The Escrow Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Escrow Trustee, Underwriter and Bond Counsel in order to complete the Escrow Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Escrow Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Escrow Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. In order to provide for continuing disclosure of certain financial and operating information with respect to the City and the System in compliance with the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and the Bank of Oklahoma, as dissemination agent (the "Dissemination Agent"), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Dissemination Agent, Underwriter and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 8. The rates for System Water Services enacted pursuant to Ordinance No. 5123, adopted and approved on April 1, 2008, and the rates for System Sewer Services enacted pursuant to Ordinance No. 5129, adopted and approved on April 15, 2008, and Ordinance No. 5438, adopted and approved on September 20, 2011, are hereby ratified and confirmed.

Section 9. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2014 Bonds and to effect the execution and delivery of the Fourth Supplemental Indenture, the Bond Purchase Agreement, the Official Statement, the Escrow Agreement, the Continuing Disclosure Agreement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Series 2014 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 10. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2014 Bonds.

Section 11. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 12. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2014.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

City of Fayetteville Item Review Form

2014-0089

Legistar File Number

March 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

Submitted By

Development Services

Department

Action Required:

Recycling and Trash Collection Division Office Building Expansion and Site Improvements Contract Amendment #1 with McGoodwin, Williams & Yates for design services.

Does this item have a cost? Yes

$406,200.00	$1,173,000.00	Solid Waste Office & Trans Station Exp
Cost of this request	Category or Project Budget	Program or Project Name
5500.5080.5314.00	$109,000.00	Solid Waste Improvements
Account Number	Funds Used to Date	Program or Project Category
13021 / (various sub-projects)	$657,800.00	Solid Waste
Project Number	**Remaining Balance**	Fund Name

Budgeted Item? Yes **Budget Adjustment Attached?** No

V20130812

ENTERED dm 2/14/14

ENTERED 2/18/14

Previous Ordinance or Resolution # 133-13

Original Contract Number: 2287

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of March 4, 2014

To: Mayor and City Council

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

From: Chris Brown, P.E., City Engineer

Date: February 14, 2014

Subject: Recycling and Trash Collection Division Office Building Expansion and Site Improvements Contract Amendment with McGoodwin Williams and Yates for Design Services

BACKGROUND:

The Recycling and Trash Collection Division is in need of engineering services to design expansion/improvements to their facility on Happy Hollow Road, to include improvements to their offices and transfer station building, auxiliary buildings, parking areas, access drives, and other site elements. In accordance with City policy, a selection committee consisting of city staff and one City Council member was formed and selected McGoodwin, Williams and Yates (MWY) of Fayetteville as the design consultant. MWY designed the existing transfer station and office building, and their staff has extensive knowledge and background on the existing building. The original contract with MWY provided for the development of a master plan, which has been completed and will be presented at the City Council Agenda Session. The master plan has identified improvements that are necessary accommodate current space and site needs.

PROPOSAL:

MWY has provided a proposed contract amendment for design services of immediate site and building improvements identified in the master plan. MWY will provide the engineering and architectural services needed for the project, and will use a sub-consultants for the mechanical systems (plumbing, electrical, heating and air conditioning), landscape design, interior design, and systems testing and commissioning.

The proposed fee for design services is $406,200. Major task items include:

- Basic Design Services: $240,580
- Additional Services (landscape architect, interior designer, geotechnical): $43,030
- "Green" Design Services (LEED related fees): $81,740
- City Planning Approval (Large Scale Development) Services: $40,850

The Design schedule provides for 5 months of design time for completion of the site design package (scales, new driveway and site paving) and 9 months of design time for completion of the building design package. These design schedules do not account for review time by the City, so time frames to begin construction will be longer than these time frames, and will be dependent on the City review time between design phases.

RECOMMENDATION:

Staff recommends approval of a contract amendment with McGoodwin, Williams, and Yates, Inc. of Fayetteville in the amount of $406,200 for development of site and building construction plans for the Recycling and Trash Collection facility on Happy Hollow Road.

BUDGET IMPACT:

This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. FOR DESIGN SERVICES ASSOCIATED WITH THE RECYCLING AND TRASH COLLECTION DIVISION OFFICE BUILDING EXPANSION AND SITE IMPROVEMENTS

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 Amendment No. 1, a copy of which is attached as Exhibit "A", to the agreement with McGoodwin, Williams and Yates, Inc. for design services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements.

PASSED and **APPROVED** this 4th day of March, 2014.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

AMENDMENT NO. 1
To
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
McGOODWIN, WILLIAMS, AND YATES, INC.

SOLID WASTE BUILDING EXPANSION AND SITE IMPROVEMENTS

WHEREAS, on June 18, 2013, the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and McGoodwin, Williams and Yates, Inc. of Fayetteville, Arkansas (ENGINEER) entered into an Agreement for architectural and engineering services in connection with the Solid Waste Building Expansion and Site Improvements (the "Project"); and

WHEREAS,the scope of services under the Agreement included a master site/facility plan and report, detailed design, preparation of construction drawings and specifications, bidding and construction administration and observation services; and

WHEREAS, the ENGINEER has completed the master site/facility plan and report under the terms of the original agreement; and

WHEREAS, the CITY OF FAYETTEVILLE concurs with the master site/facility plan and report and is ready to proceed with the detailed design, preparation of construction drawings and specifications for Package One, including Contract Section I – Armstrong Drive and Scale Facilities and Contract Section II – Office Building and Parking Expansion; and

WHEREAS, the original Agreement provided that the method and amount of compensation for these services would be established after the determination by the Owner to proceed with these further development steps; and

WHEREAS, the original Agreement must now be amended to provide these amounts and methods of compensation to the Engineer;

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, CITY OF FAYETTEVILLE and MWY, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated June 18, 2013, is hereby amended in the following particulars:

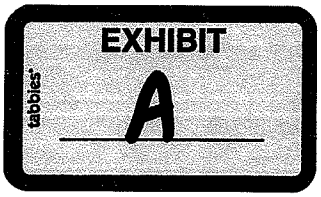
SECTION 5 – PAYMENTS TO ENGINEER

Delete Paragraph 5.1 and replace with the following:

5.1 The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A. The maximum not-to-exceed amounts authorized for this Agreement for each phase of work are described in Appendix A.

APPENDIX A – SCOPE OF SERVICES

A.2 Specific Scope of Services



Delete Paragraph 2 in Section A2.2 "Detailed Design and Preparation of Construction Plans and Specifications" and replace with the following:

2. Assist the CITY OF FAYETTEVILLE with the procurement of a construction manager and coordinate with the selected construction manager during the design phase to identify constructability issues, identify potential cost-reduction options, and review construction cost estimates provided by the construction manager at appropriate design intervals.

Add the following Paragraph 6 to Section A2.2:

6. Incorporate energy efficient and sustainable design elements as required by the CITY OF FAYETTEVILLE ordinances. If requested, assist the CITY OF FAYETTEVILLE with pursuing Leadership in Energy and Environmental Design (LEED) certification for the facility, including identification of potential LEED credits, coordinating LEED design charettes, performing data entry, and assisting with registration and coordination.

Delete entire Section A2.3 "Bidding and Preconstruction Services"

A.3 Project Deliverables

Add the following paragraph A.3.2:

A.3.2 Deliverables for Detailed Design of Construction Plans and Specifications

1. Preliminary Checklist of Potential LEED Credits
    a. Updated Checklists at each design stage of 60%, 90% & 100%
2. Completed Right-Of-Way Vacation Documents
3. Required Large Scale Development (LSD) documents, including the following. It is anticipated that both Contract Sections I and II will be included in one set of LSD documents.
    a. LSD Plans (Including boundary information but not including full boundary survey)
    b. LSD Presentation Boards
    c. Drainage Report
    d. Individual Easements (Acquisition of easements and production of an easement plat not included)
4. Construction Documents at 60%, 90%, and final design stages for Contract Sections I and II
5. Documents listed above include up to four (4) printed copies of each as well as one copy of electronic files in accordance with the Agreement, including files in AutoCad and Adobe format

A.4 Compensation

Replace the entire Section A.4.2 with the following:

A.4.2 Detailed Design and Preparation of Construction Plans and Specifications for Contract Section I (Armstrong Drive and Scale Facilities) and Contract Section II (Office Building, Parking and Truck Turning):

1. Compensation shall be paid to ENGINEER on the basis of ENGINEER'S standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. ENGINEER agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The reimbursable expenses for which ENGINEER will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, review and/or certification fees, and other expenses directly attributable to the project, including any work performed by subcontractors. ENGINEER shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

3. The maximum not-to-exceed amount authorized for services, including reimbursables, under Section A4.2 is $406,200.

4. Invoices from ENGINEER will include itemized totals for major tasks as follows. Tasks will be itemized for information purposes only, and it is recognized that fees for some tasks may be more or less than original itemized estimates. However, the total amount invoiced for all tasks under Section A4.2 shall not exceed the total amount described in Paragraph 3 above.

    a. Basic Design Services (Project Code extension BD)
    b. Additional Miscellaneous Services (Project Code Extension MS)
    c. Additional LEED and/or Green Design Services (Project Code Extension GD)
    d. Additional LSD Services (Project Code Extension LSD)

A.5 Project Design Schedule

Add the following Section A.5.2:

A.5.2.1 Detailed Design and Preparation of Construction Plans and Specifications for Contract Section I (Armstrong Drive and Scale Facilities)

1. Submit LSD Documents
    - 60 Calendar days after NTP
2. Deliver 60% Design Stage Construction Documents to CITY OF FAYETTEVILLE
    - 30 Calendar days after approval of LSD by the city planning commission
3. Deliver 90% Design Stage Construction Documents to CITY OF FAYETTEVILLE
    - 30 Calendar days after receipt of written comments from the City of Fayetteville regarding the 60% design stage documents
4. Deliver Final Design Stage Construction Documents to CITY OF FAYETTEVILLE
    - 30 Calendar days after receipt of written comments from the City of Fayetteville regarding the 90% design stage documents

A.5.2.1 Detailed Design and Preparation of Construction Plans and Specifications for Contract Section II (Office Building, Parking and Truck Turning):

1. Submit LSD Documents
    - 60 Calendar days after NTP
2. Deliver 60% Design Stage Construction Documents to CITY OF FAYETTEVILLE
    - 90 Calendar days after approval of LSD by the city planning commission

3. Deliver 90% Design Stage Construction Documents to CITY OF FAYETTEVILLE
   - 90 Calendar days after receipt of written comments from the City of Fayetteville regarding the 60% design stage documents
4. Deliver Final Design Stage Construction Documents to CITY OF FAYETTEVILLE
   - 30 Calendar days after receipt of written comments from the City of Fayetteville regarding the 90% design stage documents

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have caused this Amendment to be duly executed this _____day of _____,2014.

CITY OF FAYETTEVILLE, ARKANSAS

By :_____
Mayor, Lioneld Jordan

ATTEST:

By:_____
City Clerk

McGOODWIN, WILLIAMS, AND YATES

By: Brad B Hammond
Brad B. Hammond, P.E.

Title: President

END OF AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

RESOLUTION NO. 133-13

A RESOLUTION AWARDING RFQ #13-01 AND APPROVING A CONTRACT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED $109,000.00 FOR ENGINEERING DESIGN SERVICES AT THE SOLID WASTE TRANSFER STATION ON HAPPY HOLLOW ROAD, 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 RFQ # 13-01 and approves a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00, a copy of which is attached as Exhibit "A", for architectural design services at the solid waste transfer station on Happy Hollow Road.

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 "B".

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk/Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

Terry Gulley	Solid Waste	Trans. Services
Submitted By	**Division**	**Department**

Action Required:

Approval of an Engineering Contract with McGoodwin Williams and Yates, Inc. of Fayetteville for design services at the Solid Waste Transfer Station property on Happy Hollow Road

$ 109,000.00	$ 1,173,000.00	Solid Waste Office & Trans Station
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.5314.00	$ -	Solid Waste
Account Number	Funds Used to Date	Program / Project Category Name
13021.2000	$ 1,173,000.00	Solid Waste Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [XX]

Terry L. Gulley — Department Director — 5-31-13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

[signature] — City Attorney — 5-31-13 Date

Paul A. Becker — Finance and Internal Services Director — 6-3-2013 Date

Received in City Clerk's Office 05-31-13 P12:55 RCVD dm

[signature] — Chief of Staff — 6-3-13 Date

Received in Mayor's Office ENTERED 5/31/13

[signature] — Mayor — 6/3/13 Date

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of June 18, 2013

To: Mayor and City Council

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

From: Chris Brown, P.E., City Engineer

Date: May 30, 2013

Subject: Solid Waste Building Expansion and Site Improvements

PROPOSAL:

The Solid Waste Division is in need of engineering services to design expansion/improvements to their facility on Happy Hollow Road, to include improvements to their offices and transfer station building, auxiliary buildings, parking areas, access drives, and other site elements. In accordance with City policy, a selection committee consisting of city staff and one City Council member was formed and has selected McGoodwin, Williams and Yates (MWY) of Fayetteville as the design consultant. MWY designed the existing transfer station and office building, and their staff has extensive knowledge and background on the existing building. MWY will provide the engineering and architectural services needed for the project, and will use a sub-consultant, Brown Engineers of Little Rock, for the mechanical systems (plumbing, electrical, heating and air conditioning).

MWY has presented a proposal for development of a Master Plan for building and site improvements, to include:

- Review of existing buildings, and development of building programs and preliminary floor plans for buildings on the site, to include expansion of offices, addition of a break/conference/training room, and upgrade/replacement of heating and air systems.
- Expansion and improvement/paving of parking areas and access driveways.
- Review of overall traffic flow on the site, including the scale area and the entrance to the compost area.
- Preparation of cost estimates for the various elements identified in the site plan
- Preparation of a preliminary design and construction schedule for these elements, and recommendations for packaging elements together for construction.

This Master Plan will allow the Solid Waste Division to develop a capital improvement plan for the solid waste facility. This plan will be used to guide the continued development and expansion of the site, and is also a necessary element of the upcoming rate study.

The Master Plan development is scheduled to be completed in late 2013. At that time, staff will negotiate amendments to the contract with MWY for development of construction plans for selected elements, based on priority of elements and available funding. It may be necessary to develop multiple construction contracts over a period of time. The packaging of various elements for construction will be developed during the master planning process.

The total fee for the development of the Master Plan is $109,000.

RECOMMENDATION:

Staff recommends approval of a contract with McGoodwin, Williams, and Yates, Inc. of Fayetteville in the amount of $109,000 for development of a Master Plan and conceptual designs for improvements to the Solid Waste Facility on Happy Hollow Road.

BUDGET IMPACT:

This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING RFQ #13-01 AND APPROVING A CONTRACT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED $109,000.00 FOR ENGINEERING DESIGN SERVICES AT THE SOLID WASTE TRANSFER STATION ON HAPPY HOLLOW ROAD, 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 RFQ # 13-01 and approves a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00, a copy of which is attached as Exhibit "A", for architectural design services at the solid waste transfer station on Happy Hollow Road.

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 "B".

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCGOODWIN, WILLIAMS, AND YATES, INC.

SOLID WASTE BUILDING EXPANSION AND SITE IMPROVEMENTS

THIS AGREEMENT is made as of June 18, 2013, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams, and Yates, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

EXHIBIT
A

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

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

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$109,000**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the

value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

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

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

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

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

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

6.10 Publications

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

6.11 Indemnification

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

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the Engineer's plans and specifications, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless the Engineer is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.

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

6.13 Notices

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

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
302 E. Millsap Road
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

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

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

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

7.2 Remedies

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

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

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

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:

By: Sondra E. Smith
City Clerk

McGoodwin, Williams, and Yates

By: _____
Brad B. Hammond, P.E.

Title: President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

CITY CLERK / TREASURER FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A,** consisting of 6 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated _____.

Initial:
CITY OF FAYETTEVILLE _____
McGOODWIN, WILLIAMS, AND YATES, INC. BBH

The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes a master site/facility plan and report, detailed design, preparation of construction drawings and specifications, bidding and construction administration and observation for the **Solid Waste Building Expansion and Site Improvements**. The project generally includes the following:

1. Changes to the division office building including renovation and new construction of five new offices, large storage room, and adding structural support if required.
2. Renovation of front office area including customer check-in, information center for service materials, built-in cabinets, furniture, and addition of storage space.
3. Renovation of ceilings and floors of entire office building. Renovations may include elimination or renovating the existing tile floors (tile or decorative).
4. Evaluation of required bathroom facilities to determine if building expansion meets code requirements.
5. Evaluation of existing HVAC system and efficient design of system for full office building.
6. Design of separate employee entrance at appropriate location away from main customer entrance.
7. Design a new breakroom with kitchen facilities and vending area to accommodate division staff of 70 employees with ability of space to be configured for all staff events, training session, and employee meetings. The breakroom will include full media equipment (TV, video, computers, and audio) and employee computer, kiosk, and time-clock stations.
8. Design a new locker room for approximate 70 lockers for personal storage only. No dressing areas will be required.
9. Design a new training/conference room for approximately 15-20 participants with full media equipment (TV, video, computers, and audio).
10. Replacement of any parking spaces lost as a result of office building expansion.
11. Expansion of MRF building to include covering and enclosing the current outdoor storage area.
12. Front entrance landscape design.
13. Renovation of scale house and possible relocation of scale house building and scales to accommodate entering and exiting traffic.
14. Assist CITY OF FAYETTEVILLE with obtaining all necessary permits.
15. Grading and paving of gravel parking lot where the recycle fleet parks in order to provide adequate stormwater runoff for necessary permits.
16. Concrete paving the access road from the compost pad to the entrance gate of the container maintenance and compost drop-off area.

17. Employee parking lot expansion and re-striping, adding 16-20 new car/truck employee parking spaces and five motorcycle spaces.
18. Site and design a "hot load" area with concrete floor, drains and water capabilities for processing hot/burning refuse loads.
19. Design stormwater collection system that controls runoff of leachate that is tracked out of transfer station by trucks to keep the division compliant with ADEQ concerns.
20. Automatic gate at compost site entrance.
21. Incorporation of sustainable design and low-impact development (LID) features as practical and appropriate.
22. Mitigation of odors entering office area.
23. Reconfiguring the stormwater sump area.
24. Evaluate and recommend improvements to the Compost Building and check-in road.
25. Investigate possibility of utility incentives/rebates.

A.2 Specific Scope of Services

McGOODWIN, WILLIAMS, AND YATES shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. McGOODWIN, WILLIAMS, AND YATES will provide the following services:

A2.1 Preliminary Design Phase – Master Site and Facility Plan

1. Meet with the CITY OF FAYETTEVILLE to understand the project needs.

2. Develop a conceptual design for the building renovation/addition, including:

    a. Building program
    b. Code review
    c. Existing facility assessment
    d. Conceptual design drawings, including a floorplan and exterior elevations, to illustrate recommended additions/renovations to the building.

3. Develop a conceptual design for the site improvements, including a "master plan" drawing illustrating recommended improvements.

4. Meet with the CITY OF FAYETTEVILLE to review concept drawings and revise drawings based on input from the CITY OF FAYETTEVILLE.

5. Attend a review meeting with the city planning staff.

6. Develop a preliminary opinion of probable cost for the project, including itemized construction packaging recommendations. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

7. Meet with the CITY OF FAYETTEVILLE to review the preliminary opinion of probable cost. If necessary, identify alternatives to reduce the probable construction cost and make revisions to the conceptual plans and opinion of probable cost. The scope of work under

this agreement includes no more than two (2) revisions to the conceptual drawings and opinion of probable cost.

8. Prepare a draft Preliminary Design Report describing recommended improvements, including the conceptual design drawings and the preliminary opinion of probable cost and submit to the CITY OF FAYETTEVILLE for review.

9. Prepare and transmit a final Preliminary Design Report after receiving comments from the CITY OF FAYETTEVILLE.

A2.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Prepare final design for the project based on the conceptual design plans developed under Section A2.1, including detailed construction specifications and drawings. It is understood that final designs may be developed for multiple construction contracts. Scopes of work for each construction package will be developed after completion of the Preliminary Design Report, and an appropriate amendment to this agreement will be developed at that time.

2. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

4. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans, and assist with submittal to appropriate federal, state and local agencies. Permitting fees will be paid directly by the CITY OF FAYETTEVILLE and are not included in the professional design fees. An industrial stormwater permit, if required, will be prepared by the CITY OF FAYETTEVILLE and is not included in the scope of work.

5. Develop and submit documents in accordance with the CITY OF FAYETTEVILLE's planning requirements, and attend necessary public meetings to present the project.

A2.3. Bidding and Preconstruction Services

McGOODWIN, WILLIAMS, AND YATES will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE. The scope of services does not include dividing construction contracts into multiple projects and/or bids.

A2.4 Construction Phase Services

1. Attend a preconstruction conference. At the time of the preconstruction conference, a Notice to Proceed will be issued.

2. Furnish professional engineers to make visits to the site at appropriate intervals to observe the progress and quality of the executed work and to determine in general

if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer shall have no control over nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.

3. Furnish the services of other field personnel for on-the-site observation of construction and for the performance of required construction layout surveys when requested by the Owner. The authority and duties of such Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives are on the job to perform their required duties.

4. The required construction layout surveys will include the establishment of baselines for locating the work, with a suitable number of benchmarks for site elevation references as shown in the plans and specifications.

5. Consult with and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.

6. Review submittals by the Contractor at the request of the Owner. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

7. Review monthly and final estimates for payments to the Contractor prepared by the Owner.

8. Attend, in company with the City of Fayetteville's Representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.

9. Furnish to the Owner two copies of the record drawings for the project.

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the McGOODWIN, WILLIAMS, AND YATES as part of the Project.

A.3.1 Deliverables for Preliminary Design Phase – Master Site and Facility Plan

1. Four (4) copies of Draft Conceptual Design Drawings
2. Four (4) copies of the draft version of the Preliminary Design Report
3. Four (4) copies of the final version of the Preliminary Design Report
4. Electronic files in accordance with the Agreement

A.4 Compensation

In consideration of the performance of the foregoing services by McGOODWIN, WILLIAMS, AND YATES, the CITY OF FAYETTEVILLE shall pay to McGOODWIN, WILLIAMS, AND YATES compensation as follows:

A4.1 Preliminary Design Report Phase

1. Compensation shall be paid to McGOODWIN, WILLIAMS, AND YATES on the basis of McGOODWIN, WILLIAMS, AND YATES's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. McGOODWIN, WILLIAMS, AND YATES agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The reimbursable expenses for which McGOODWIN, WILLIAMS, AND YATES will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, and other expenses directly attributable to the project, including any work performed by subcontractors. McGOODWIN, WILLIAMS, AND YATES shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

3. The maximum not-to-exceed amount authorized by this contract is $109,000.

A4.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase.

A4.3 Bidding and Preconstruction Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A4.4 Construction Phase Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A.5 Project Design Schedule

McGOODWIN, WILLIAMS, AND YATES shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the work described in Section A2 above in accordance with the schedule below on the

condition that any requested input and/or comments from the CITY OF FAYETTEVILLE is received in writing by McGOODWIN, WILLIAMS, AND YATES within seven (7) calendar days after the request or submittal is received by the CITY OF FAYETTEVILLE.

A.5.1 Preliminary Design Phase – Master Site and Facility Plan

1. Submit conceptual design drawings
    - 70 Calendar days after NTP
2. Revise conceptual drawings and submit preliminary Opinion of Probable Cost and tentative projected timeline for design/construction for each recommended construction package
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding conceptual design drawings and input from the City of Fayetteville Planning Division
3. Deliver draft Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding revised conceptual design drawings and opinion of probable cost
4. Deliver final Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding draft report

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Solid Waste & Recycling Department: Transportation Services	5/30/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Create two new solid waste sub-projects. Sub-project 1000 is for site improvements. Sub-project 2000 is for new office space at Solid Waste. This BA will move $109,000.00 from sub-project 1 into sub-project 2000 fro professional services that will be provided by McGoodwin, William & Yates.

Terry A. Gulley	5-31-13	Prepared By:	Peggy Bell
Division Head	Date	Reference:	kspringer
	5-30-13		
Budget Director	Date	Budget & Research Use Only	
Terry A. Gulley	5-31-13	Type: A B C (D) E P	
Department Director	Date		
Paul A. Becker	6-3-2013	General Ledger Date	
Finance Director	Date		
	6-3-13	Posted to General Ledger	Initial / Date
Chief of Staff	Date		
Lionel Jordan	6/3/13	Checked / Verified	Initial / Date
Mayor	Date		

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
Solid Waste improvements	5500.5080.5816.00	⇒	(109,000)	-	13021 . 1
Professional services	5500.5080.5314.00	⇒	109,000		13021 . 2000

EXHIBIT B

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: **2/13/2014**

P.O Number:

Expected Delivery Date:

7550	Vendor Name: **McGoodwin, Williams & Yates**	Mail Yes:__ No:____	
Address: **302 E. Millsap Road**		Fob Point:	Taxable Yes:__ No:__X__	Quotes Attached Yes:_____ No:_____
City: **Fayetteville**	State: **AR**	Zip Code: **72703**	Ship to code:	Divison Head Approval:
Requester: **Chris Brown**		Requester's Employee #: **2695**	Extension: **8207**	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1									
2	**Professional Services**	**1**		**346,050.00**	**$346,050.00**	**5500.5080.5314.00**	**13021.2000**		
3	**Professional Services**	**1**		**60,150.00**	**$60,150.00**	**5500.5080.5314.00**	**13021.1000**		
4					**$0.00**				
5	**Please reference previous PO 13-0290 on new PO**				**$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: **$406,200.00**

Tax:

Total: **$406,200.00**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Pre Agenda Meeting 2/19/14

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra E. Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, J
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
March 04, 2014

A meeting of the Fayetteville City Council will be held on March 04, 2014 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 4th Quarter 2013**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the February 18, 2014 City Council meeting minutes.

need signed contract before going forward

2. **Bid #13-57 Center Point Contractors, Inc.:** A resolution to award Bid #13-57 and to approve the replacement of six (6) overhead rolling service doors by Center Point Contractors, Inc. in the amount of $64,500.00 at the Noland Wastewater Treatment Plant and the Biosolids Management Site.

3. **Federal Aviation Administration Lease Agreement:** A resolution to approve a ten (10) year lease agreement for $31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team.

4. **Hazmat Services Revenue:** A resolution to approve a budget adjustment recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

5. **Bid #14-14 Tennant Sales and Service:** A resolution to award Bid #14-14 to Tennant Sales and Service of Minneapolis, Minnesota for the purchase of one Tennant S30 Sweeper in the amount of $44,291.00 for use by the Recycling and Trash Collection Division.

6. **Bid # 14-15 Terex Sales and Service:** A resolution to award Bid #14-15 and authorize the purchase of one (1) 2015 Ford F550 Super Duty Pickup Truck with Reading Body and Auto Crane from Terex Utilities of North Little Rock in the amount of $77,777.00 for use by the Noland Wastewater Treatment Plant.

7. **Professional Turf Products:** A resolution to authorize the purchase of two (2) Toro Groundsmaster 400D Multi-Deck Mowers from Professional Turf Products of Lenexa, Kansas for the Transportation Services Division in the amount of $112,088.66 plus any tax pursuant to the National IPA Contract #120535, and to approve a budget adjustment to move funds to the fleet expense account.

8. **Countryside Farm and Lawn:** A resolution to authorize the purchase of two (2) John Deere Mower-Conditioners from Countryside Farm and Lawn of Springdale, Arkansas for the Noland Wastewater Treatment Plant in the amount of $48,572.00 plus any applicable tax pursuant to an NJPA cooperative purchasing agreement.

9. **Scott Equipment:** A resolution authorizing the purchase of a Gradall XL4100 IV excavator truck from Scott Equipment of Springdale, Arkansas for the Transportation Division in the amount of $354,893.00 pursuant to an NJPA cooperative purchasing agreement.

NB 5

10. **McGoodwin, Williams and Yates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement with McGoodwin, Williams and Yates, Inc. for design services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements.

11. **Crafton Tull & Associates:** A resolution to approve a contract with Crafton Tull & Associates in an amount not to exceed $83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

NB 1

12. **2014 Overlay/Sidewalk Projects:** A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2014.

B. Unfinished Business:

1. **ADM 13-4331 Amend Chapters 151, 162, 163 and 164:** An ordinance to amend §164.10 Garage and/or Agricultural and Produce Sales; §161.10 (X) Unit 24 Home Occupation; §163.08 Home Occupations and §164.04 Urban Agriculture (fowl, bees, and goats) of the Unified Development Code. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

Left on the First Reading

2. **Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals:** An ordinance to Amend §92.01 **Definitions,** §92.23 **Impoundment** and §92.24 **Redemption of Animals** of the Fayetteville Code to authorize the Animal Shelter to accept livestock and set the redemption fee for their release. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

Left on the First Reading

C. Public Hearing:

1. **Piggy Back, LLC:** A resolution to grant a certificate of public convenience and necessity to Piggy Back, LLC for the operation of four (4) taxicabs in the City of Fayetteville.

D. New Business:

2 1. **Partners For Better Housing Workforce Housing:** A resolution to express the City Council's intent to sell a strip of land east of the new parking deck along School Avenue to Partners for Better Housing to screen the deck and provide workforce housing.

3 2. **2014 Employee Compensation Adjustment:**

4 3. **Water and Sewer System Refunding Revenue Bonds, Series 2014:** An ordinance authorizing the issuance and sale of not to exceed $7,500,000 of Water and Sewer System Refunding Revenue Bonds, Series 2014, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Revenue Bonds, Series 2009; authorizing the execution and delivery of a Fourth Supplemental Trust Indenture pursuant to which the Series 2014 Bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the Series 2014 Bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2014 bonds; authorizing the execution and delivery of an Escrow Deposit Agreement providing for the redemption of the Series 2009 Bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

E. City Council Agenda Session Presentations:

1. **Urban Forestry Advisory Board Annual Report** – Don Steinkraus, UFAB Chair

2. **Economic Development Quarterly Report** – Chung Tan, Director of Economic Development

F. City Council Tour:

G. Announcements:

Adjournment:

DRAFT

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 aids 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.

Agenda Session 2/25/14

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra E. Smith

Fayetteville
ARKANSAS

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, J
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
March 04, 2014

A meeting of the Fayetteville City Council will be held on March 04, 2014 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Quarterly Financial Report – 4th Quarter 2013**, Paul Becker, Finance Director

Agenda Additions:

A. Consent:

1. Approval of the February 18, 2014 City Council meeting minutes.

2. **Bid #13-57 Center Point Contractors, Inc.:** A resolution to award Bid #13-57 and to authorize a contract with Center Point Contractors, Inc. for the replacement of six (6) rolling service doors in the amount of $64,500.00 at the Noland Wastewater Treatment Plant and the Biosolids Management Site.

3. **Federal Aviation Administration Lease Agreement:** A resolution to approve a ten (10) year lease agreement for $31,020.00 per year with the Federal Aviation Administration for a facility at 4370 S. School Avenue for use by its Facilities Maintenance Team.

4. **Hazmat Services Revenue:** A resolution to approve a budget adjustment recognizing hazmat services revenue to the Fire Department, and authorizing an increase in the related expense budget.

5. **Bid #14-14 Tennant Sales and Service:** A resolution to award Bid #14-14 to Tennant Sales and Service of Minneapolis, Minnesota for the purchase of one Tennant S30 Sweeper in the amount of $44,291.00 for use by the Recycling and Trash Collection Division.

6. **Bid #14-15 Terex Sales and Service:** A resolution to award Bid #14-15 and authorize the purchase of one (1) 2015 Ford F550 Super Duty Pickup Truck with Reading Body and Auto Crane from Terex Utilities of North Little Rock in the amount of $77,777.00 for use by the Noland Wastewater Treatment Plant.

7. **Professional Turf Products:** A resolution to authorize the purchase of two (2) Toro Groundsmaster 400D Multi-Deck Mowers from Professional Turf Products of Lenexa, Kansas for the Parks Division in the amount of $112,088.66 plus any tax pursuant to the National IPA Contract #120535, and to approve a budget adjustment to move funds to the fleet expense account.

8. **Countryside Farm and Lawn:** A resolution to authorize the purchase of two (2) John Deere Mower-Conditioners from Countryside Farm and Lawn of Springdale, Arkansas for the Noland Wastewater Treatment Plant in the amount of $48,572.00 plus any applicable tax pursuant to an NJPA cooperative purchasing agreement.

9. **Scott Equipment:** A resolution authorizing the purchase of a Gradall XL4100 IV excavator truck from Scott Equipment of Springdale, Arkansas for the Transportation Division in the amount of $354,893.00 pursuant to an NJPA cooperative purchasing agreement.

10. **Crafton Tull & Associates:** A resolution to approve a contract with Crafton Tull & Associates in an amount not to exceed $83,225.00 for architectural and engineering services associated with the renovation of the Lake Fayetteville Softball Complex.

B. Unfinished Business:

1. **ADM 13-4331 Amend Chapters 151, 162, 163 and 164:** An ordinance to amend §164.10 Garage and/or Agricultural and Produce Sales; §161.10 (X) Unit 24 Home Occupation; §163.08 Home Occupations and §164.04 Urban Agriculture (fowl, bees, and goats) of the Unified Development Code. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

Left on the First Reading

2. **Amend §92.01 Definitions, §92.23 Impoundment and §92.24 Redemption of Animals:** An ordinance to Amend §92.01 **Definitions,** §92.23 **Impoundment** and §92.24 **Redemption of Animals** of the Fayetteville Code to authorize the Animal Shelter to accept livestock and set the redemption fee for their release. ***This ordinance was left on the First Reading at the February 18, 2014 City Council meeting.***

Left on the First Reading

C. Public Hearing:

1. **Piggy Back, LLC:** A resolution to grant a certificate of public convenience and necessity to Piggy Back, LLC for the operation of four (4) taxicabs in the City of Fayetteville.

D. New Business:

1. **2014 Overlay/Sidewalk Projects:** A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2014.

2. **Partners For Better Housing Workforce Housing:** A resolution to express the City Council's intent to sell a strip of land east of the new parking deck along School Avenue to Partners for Better Housing to screen the deck and provide workforce housing.

3. **2014 Employee Compensation Adjustment:** A resolution to approve a budget adjustment in the amount of $1,216,000.00 to fund the city-wide 2014 Employee Compensation Adjustment.

4. **Water and Sewer System Refunding Revenue Bonds, Series 2014:** An ordinance authorizing the issuance and sale of not to exceed $7,500,000 of Water and Sewer System Refunding Revenue Bonds, Series 2014, by the City of Fayetteville, Arkansas for the purpose of refunding the City's outstanding Water and Sewer System Revenue Bonds, Series 2009; authorizing the execution and delivery of a Fourth Supplemental Trust Indenture pursuant to which the Series 2014 Bonds will be issued and secured; authorizing the execution and delivery of an Official Statement pursuant to which the Series 2014 Bonds will be offered; authorizing the execution and delivery of a Bond Purchase Agreement providing for the sale of the Series 2014 bonds; authorizing the execution and delivery of an Escrow Deposit Agreement providing for the redemption of the Series 2009 Bonds; authorizing the execution and delivery of a Continuing Disclosure Agreement; and prescribing other matters relating thereto.

5. **McGoodwin, Williams and Yates, Inc. Amendment No. 1:** A resolution to approve Amendment No. 1 to the agreement with McGoodwin, Williams and Yates, Inc. for design services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements.

E. City Council Agenda Session Presentations:

1. **Urban Forestry Advisory Board Annual Report** – Don Steinkraus, UFAB Chair

2. **Economic Development Quarterly Report** – Chung Tan, Director of Economic Development

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 aids 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.

Branson, Lisa

From: Pate, Jeremy
Sent: Wednesday, January 29, 2014 11:41 AM
To: Smith, Sondra
Subject: Economic Development Quarterly Report

Sondra,
As we discussed, please place the following Agenda Session presentation on the February 18 agenda (for a Feb 11 agenda session):

Economic Development Quarterly Report
Chung Tan, Director of Economic Development

Thank you,

Jeremy C. Pate
Development Services Director
City of Fayetteville, Arkansas

Please save my new email address: jpate@fayetteville-ar.gov

Branson, Lisa

From: Pate, Jeremy
Sent: Wednesday, January 29, 2014 3:17 PM
To: Smith, Sondra
Subject: Re: Economic Development Quarterly Report

Categories: Completed

I'm up here in Rogers with her! ☺
I actually need to move that date to the 25th instead of the 11th. And no, it does not need to say 4th quarter.

Thank you,
jp

Sent from my iPad

On Jan 29, 2014, at 3:13 PM, "Smith, Sondra" <ssmith@fayetteville-ar.gov> wrote:

> Jeremy,
>
> Sondra is out of the office today but looks like she added it to the agenda already as "4th Quarter".... Do you want me to add 4th Quarter?
>
> **From:** Pate, Jeremy
> **Sent:** Wednesday, January 29, 2014 11:41 AM
> **To:** Smith, Sondra
> **Subject:** Economic Development Quarterly Report
>
> Sondra,
> As we discussed, please place the following Agenda Session presentation on the February 18 agenda (for a Feb 11 agenda session):
>
> Economic Development Quarterly Report
> Chung Tan, Director of Economic Development
>
> Thank you,
> <image001.jpg>
> Jeremy C. Pate
> Development Services Director
> City of Fayetteville, Arkansas
>
> *Please save my new email address:* jpate@fayetteville-ar.gov