

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
June 03, 2014

A meeting of the Fayetteville City Council will be held on June 03, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the May 20, 2014 City Council meeting minutes. **APPROVED**
2. **Evans Construction and Remodeling, LLC:** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$24,900.00 for Community Development Block Grant rehabilitation of an eligible residence located at 505 West Mountain Street.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 102-14

3. **Bid #14-24 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-24 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a 2015 Ford F550 pickup truck with Reading Utility Body in the amount of \$44,276.00 for use by the Water and Sewer Operations Division, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 103-14

4. **Bid #14-25 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-25 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a Ford F150 pickup truck with Maxon Lift Gate in the amount of \$25,652.40 for use by the Recycling and Trash Collection Division, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 104-14

5. **Bid #14-26 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-26 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a Ford F350 pickup truck with Reading Utility Body in the amount of \$41,707.00 for use by the Water and Sewer Operations Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 105-14

6. **Bid #14-27 Equipment Resource Management, Inc.:** A resolution to award Bid #14-27 to Equipment Resource Management, Inc. of Little Rock, Arkansas for the purchase of a Wirtgen Milling Machine W200i in the amount of \$589,690.00 with a trade-in allowance of \$250,000.00 for a total cost to the city of \$339,690.00 for use by the Transportation Division, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 106-14

7. **Bid #14-21 Suncoast Infrastructure, Inc.:** A resolution to award Bid #14-21, to authorize a contract with Suncoast Infrastructure, Inc. in the amount of \$76,995.00 to construct Phase Two of Elkins Outfall Gravity Sewer Improvements, to approve a \$10,000.00 project contingency, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 107-14

8. **State of Arkansas Department of Information Systems:** A resolution to authorize the Mayor to sign a Master Service Agreement with the State of Arkansas Department of Information Systems in the amount of \$52,000.00 for database administration services for the remainder of 2014, to approve a project contingency in the amount of \$8,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 108-14

B. Unfinished Business: None

C. Public Hearing:

1. **Stroud Investment Properties, LLC:** A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment. *This resolution was Tabled at the May 20, 2014 City Council meeting to the June 3, 2014 City Council meeting.*

THIS RESOLUTION WAS TABLED INDEFINITELY

D. New Business:

1. **Stephen and Bonnie G. Turner Settlement:** A resolution pursuant to Fayetteville Code of Ordinances Section 39.10(C)(4) to authorize the Mayor to pay \$25,552.15 to Stephen and Bonnie G. Turner for a wastewater damage claim arising at 1532 N. Hillcrest Avenue, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 109-14

2. **VAC 14-4623 (229 N. School St./Parking Deck):** An ordinance approving VAC 14-4623 submitted by the City of Fayetteville for property located at 2229 N. School Avenue to vacate a 5 foot utility easement and a 10 foot right-of-way easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5690

3. **Amend Chapter 50 Garbage and Trash:** An ordinance to change the name of Chapter 50 Garbage and Trash to Recycling and Trash Collection, to change all references to Solid Waste and Recycling Division within Chapter 50 to Recycling and Trash Collection Division, to change "Operations Director" to "Recycling and Trash Collection Manager" throughout Chapter 50, and to amend §50.05 Depositing on Streets, Alleys, or Sidewalks of the Fayetteville Code.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5691

4. **Amend §174.08 Prohibited Signs:** An ordinance to amend §174.08 Prohibited Signs (C) Portable Swinger or Temporary Attraction Sign Boards to allow more freestanding "A" frame sandwich/menu sign boards.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5692

E. City Council Agenda Session Presentations:

1. **One Book One Community** – Maylon Rice

F. City Council Tour:

G. Announcements:

Adjournment: 6:00 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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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.

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Subject:	Roll				
<u>Alderman</u> <u>Petty was</u> <u>Absent.</u>	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	Absent			
	Mayor Jordan	✓			

80

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

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Long</i>			
<i>Minutes</i> <i>Approved</i> <i>Passed</i> <i>102-14</i> <i>JMM</i> <i>108-14</i>	Tennant	<i>✓</i>			
	Schoppmeyer	<i>✓</i>			
	Adams	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>Absent</i>			
	Mayor Jordan				

7-0

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

Subject:	None				
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

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

Subject:	Stroud Investment Properties, LLC				
Motion To:		<i>Table</i> <i>Indefinitely</i>			
Motion By:		<i>Adams</i>			
Seconded:		<i>Long</i>			
C. 1 Public Hearing <i>Tabled</i> <i>Indefinitely</i>	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	<i>Absent</i>			
	Mayor Jordan				

70

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

Subject:	Stephen and Bonnie G. Turner Settlement				
Motion To:		<i>Approve</i>			
Motion By:		<i>Kinion</i>			
Seconded:		<i>Gray</i>			
D. 1 New Business <u><i>Passed</i></u> <i>109-14</i>	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	<i>Absent</i>			
	Mayor Jordan				

7-0

Subject:	VAC 14-4623 (229 N. School St./Parking Deck)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Marsh</i>	<i>Tennant</i>		
Seconded:		<i>Adams</i>	<i>Marsh</i>		
D. 2 New Business <u><i>Passed</i></u> <i>5090</i>	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	
	Mayor Jordan				

7-0

7-0

7-0

Subject:		Amend Chapter 50 Garbage and Trash			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Long		
Seconded:		Marsh	Marsh		
D. 3 New Business <u>passed</u> 5091	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	Absent	Absent	Absent	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		Amend §174.08 Prohibited Signs			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Tennant		
Seconded:		Marsh	Long		
D. 4 New Business <u>passed</u> 5092	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	Absent	Absent	Absent	
	Mayor Jordan				
		7-0	7-0	7-0	



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **June 4, 2014**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of June 3, 2014**

1. **Evans Construction and Remodeling, LLC:** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$24,900.00 for Community Development Block Grant rehabilitation of an eligible residence located at 505 West Mountain Street.
2. **Bid #14-24 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-24 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a 2015 Ford F550 pickup truck with Reading Utility Body in the amount of \$44,276.00 for use by the Water and Sewer Operations Division, and to approve a budget adjustment.
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MASTER SERVICE AGREEMENT

Master Service Agreement #: 0517	AASIS Business Area #:	Term End Date: Automatic renewal per Biennium
Customer: City of Fayetteville		
Address: 113 West Mountain Street Fayetteville, Arkansas, 72701		
PLEASE DESIGNATE CUSTOMER AGENCY CONTACT INFORMATION BELOW:		
Customer Contact Person: Title: IT Project Manager Email Address: dvanderford@fayetteville-ar.gov Phone Number: 479-973-4834		
For questions concerning this Master Service Agreement, please contact: DIS Contact Person: Mary McCoy, DIS Contracts Administrator Email: DIS.Contracts@arkansas.gov or mary.mccoy@arkansas.gov Fax Number: 501-682-4310		

I. Prelude

The goal of this Master Service Agreement (MSA) is to establish a master set of Terms and Conditions to govern all services rendered to Customer by the Department of Information Systems (DIS) within the term of the referenced biennium.

II. DIS Responsibilities

DIS shall be responsible for providing services in compliance with the Terms and Conditions of the MSA and with any additional Terms and Conditions contained in DIS Service Requests, as signed by all parties and incorporated herein by reference.

III. Customer Responsibilities

Customer shall be responsible for complying with the Terms and Conditions of the MSA. Customer shall provide and make available appropriate staff members to act as primary contacts pursuant to the notice provisions contained in the MSA Terms and Conditions.

IV. Term

The contract period will become effective upon execution of the MSA or on July 1, 2009, whichever date later occurs, and terminates upon the discontinuation of service pursuant to item 9 of the DIS MSA Terms and Conditions.

V. Amendments

Any amendments to the MSA shall be made in writing and signed by both parties prior to becoming effective.

VI. Estimates Only

All costs for services performed in accordance with Service Requests represent estimates only and are subject to change. DIS agrees to regularly invoice the Customer for services provided in order that the Customer may monitor the status of the Project Cost for which the Customer has sole responsibility for payment. In addition, DIS agrees to make a good faith effort to inform Customer of an increase in the Cost Estimate at the time it is determined actual costs will exceed the Cost Estimate by 25%. At that time or before, DIS and Customer shall discuss and agree, in writing, to any additional costs exceeding the applicable Cost Estimate. In any event, Customer agrees to pay DIS for all services performed by DIS in accordance with the DIS Rate Schedule including any costs for services performed that exceed the amount of the initial Cost Estimate.

VII. Termination

The termination provisions set forth in the DIS Master Service Agreement Terms and Conditions attached hereto and incorporated herein shall govern the MSA.

VIII. Availability of Funds

As a party to the MSA, Customer verifies that funds are legally available to pay DIS for services performed pursuant to the MSA and DIS Service Requests.

IX. Taxes and Fees

Taxes and fees are not covered under the terms of the MSA and may result in additional charges to Customer.

X. Public Disclosure

Upon execution of the MSA by all parties, terms of the MSA shall become available to the public pursuant to the provisions of Ark. Code Ann. § 25-19-101 et seq.

XI. Authority

The MSA shall be governed by the laws of the State of Arkansas.

MSA # «MSA_Prefix»
DIS-25B

In signing the MSA, Customer hereby agrees to all Terms and Conditions set forth herein including without limitation, DIS Master Service Agreement Terms and Conditions.

XII. Signatures

Customer _____

Department of Information Systems

One Capitol Mall

PO Box 3155

Little Rock, AR 72203-3155

Signature: _____

Signature: Claire Bailey

Printed Name: _____

Printed Name: Claire Bailey

Title: _____

Title: Director

Date: _____

Date: 5/17/14

DIS Master Service Agreement Terms and Conditions

1. **INTRODUCTION:** As used in this document, the Department of Information Systems hereinafter will be referred to as "DIS". Any State of Arkansas agency, institution, board, commission, or governmental entity to which services are provided will hereinafter be referred to as "Customer". DIS Master Service Agreement and DIS Service Request(s), hereinafter referred to collectively as "MSA", when signed by the Customer and DIS, will incorporate DIS Terms and Conditions and become part of the Agreement, consistent with Arkansas Code Annotated, Section 25, Chapter 4. This Master Service Agreement shall govern all services rendered to Customer within the term of the referenced biennium. These Terms and Conditions shall supersede any and all existing agreements between DIS and Customer.

2. **DIS SERVICE:** The Customer and DIS shall sign an MSA before new DIS Service is initiated. The MSA must be signed by a person authorized to commit Customer funds. Customer shall be billed upon provision of DIS Services and Customer shall pay DIS based on DIS Service Rates.

3. **CUSTOMER CERTIFICATION:** By entering into the MSA, the Customer certifies that appropriations and funds are available to make payment for the DIS services to be provided.

4. **AGREEMENT:** Contracts for the provision of DIS services are inter-agency service agreements and are exempt from the provisions of State Purchasing Law and Regulation. Further, they are not considered to be Professional Services or Consultant Services Contracts subject to review by the Department of Finance and Administration (Office of State Procurement) nor are they required to be submitted to the Arkansas Legislative Council for advice. Agreements shall be effective when signed by the Customer and accepted by DIS.

5. **RATES:** DIS Service Rates are developed using generally accepted accounting principles based on costs of operations and apply to all Customers. Customer will be responsible for all costs incurred including, but not limited to materials, contract services, labor, and travel time. DIS hourly rates will be

charged for all hours worked and all preparation and travel time associated with a DIS Service. hourly labor rates will also be charged for all services provided to Customer during hours which may fall outside of State normal working business hours (nights, weekends and holidays). DIS periodically reviews and adjusts the rate structure. The MSA may require an adjustment to reflect any rate change including Federal Communications Commission or Public Service Commission approved tariffs.

A rate change is subject to the written approval of the Chief Fiscal Officer of the State upon the written application of the department and review by the Legislative Council in order to effect compliance with state and federal statutory and regulatory provisions. If rates charged to Customer are increased to ensure compliance with state and federal statutory and regulatory provisions, DIS will notify Customer before any changes shall be effected. DIS Rate Schedule will be periodically updated and will be located at DIS Website http://www.dis.arkansas.gov/list_rate.html.

6. AGREEMENT COMPLETION: DIS will notify Customer when the service criteria outlined in the Agreement has been met (if applicable). Customer shall notify DIS, in writing, if the services rendered are not compliant with the service criteria outlined in the Agreement. If DIS does not receive written notification of dissatisfaction from the Customer within thirty (30) working days, DIS obligations regarding the services rendered, items delivered, or tasks completed will be deemed satisfied.

7. SERVICE DELIVERY: DIS will provide services to meet the service criteria and will adjust the service if it does not meet the criteria. Customer is responsible for verifying and approving requirements, test results, and quality acceptance review prior to production status and for notifying DIS in writing within thirty (30) days if the rendered services are not compliant with the service criteria.

8. CUSTOMER ACCOUNT CODES: DIS will assign unique Customer account codes compatible with DIS Billing Systems to each Agreement for services requested by the Customer.

9. AGREEMENT CANCELLATION: Agreement(s) may be cancelled by the Customer or DIS upon provision of thirty (30) days prior written notice, to that effect, which notice is signed by an authorized representative. Upon receipt of cancellation notice, DIS shall discontinue all work currently in progress related to the Agreement(s). In the event Customer cancels an Agreement which specifies a duration or commitment term, amounts due to DIS for the unexpired portion of the term are due and payable upon cancellation to the extent that DIS has incurred costs on behalf of Customer. However, in the event of early termination of the Agreement(s), DIS will make best efforts to mitigate damages. Customer will be liable for actual fees or costs incurred by DIS as a direct result of early termination by Customer of the Agreement(s).

10. CANCELLATION CONDITION: Customer agrees to pay all charges and costs incurred by DIS including, but not limited to, equipment, software, license fees, other material and time acquired on behalf of Customer. DIS is obligated to recoup all unrecovered cost incurred on behalf of Customer. Customer may be liable for termination charges imposed upon DIS by vendors from service cancellation. If requested by the Customer within such written cancellation notice, DIS will provide, at the Customer's expense, a report of the status of the entire Customer's work in progress before discontinuing services.

11. DIS EQUIPMENT: Equipment provided by DIS remains the property of DIS. Customer will provide a limited access location with dedicated power for the equipment necessary for DIS to provide requested services. Customer will exercise due care to provide an environmentally controlled facility according to manufacturer's equipment specifications. Customer assumes responsibility for all DIS equipment while in the Customer's possession. Customer shall allow DIS reasonable access to equipment. Customer agrees to obtain DIS authorization in advance of any relocation or movement of such equipment.

12. CUSTOMER PROVIDED EQUIPMENT: Customer shall be responsible for upgrades and related cost to equipment or software necessary to maintain compatibility with supporting DIS systems.

13. **DAMAGE TO OR LOSS OF DIS EQUIPMENT:** Except for normal wear and tear, Customer shall be liable for repair charges or replacement costs of DIS equipment or cable damaged due to Customer negligence, intentional acts, unauthorized installation or maintenance, loss due to theft, or other causes while in Customer's possession.

14. **MAINTENANCE OF EQUIPMENT:** DIS will provide maintenance coverage for all equipment and cable provided in accordance with the MSA through DIS employed technicians or maintenance contracts between DIS and appropriate vendor(s). Customer is responsible for the maintenance and operation of Customer equipment or software acquired from sources other than DIS.

15. **INVOICES:** DIS will provide Customer with monthly invoice(s) for actual services rendered. Customer agrees to remit payment to DIS within forty-five (45) calendar days following the date of the invoice(s). DIS may assess interest charges on any past due invoice(s), in accordance with state law.

16. **INVOICE DISPUTE:** Customer shall notify DIS in writing concerning the details of any disputed items(s) within forty-five (45) calendar days following the date of the invoice(s). Customer remains obligated to pay all undisputed portions of the invoice(s) within the same time period.

17. **INVOICE NON-PAYMENT:** DIS is authorized to discontinue services to a Customer that does not make a timely remittance of payment for services rendered, and DIS is specifically prohibited from providing services to a Customer lacking funds or sufficient appropriations to pay for the services. Furthermore, in accordance with Act 1722 of 2001, DIS may request that the State Chief Fiscal Officer transfer overdue amounts from user accounts to the DIS revolving fund.

18. **DATA:** Any data supplied by Customer must adhere to DIS standards and procedures for equipment and data format. Customer shall provide instructions for disposition of all data and is responsible for transportation of all data inputs and outputs.

19. **SYSTEM STANDARDS:** Applications or equipment supported by DIS system(s) and network(s) shall be compatible with acceptable DIS standards and procedures. Customer shall notify DIS of any special service requirements associated with audit, security, and control prior to initiation of service.

20. **SERVICE SECURITY:** Customer is responsible for all access to DIS services and equipment at the Customer's location. Consequences of unauthorized access and activity shall be the Customer's responsibility.

Customer agrees to adhere to DIS security policies while at DIS locations. DIS access badges shall be relinquished when the accessing requirement ends.

DIS Security Policy states: "Official Business Use Only – Unauthorized Use or Access is Prohibited". This system contains governmental information. Only authorized users may access this system, and any authorized use of the system, network or information contained herein must be related to the performance of official governmental functions or business. By accessing and using this system you are consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject you to state and federal criminal prosecution and penalties as well as civil penalties or both."

21. **TOLL FRAUD:** Toll Fraud is defined as unauthorized calls made neither by, nor in collusion with, persons employed or previously employed by the Customer or agents of the Customer, and made by means of remotely accessing the Basic Customer Telephone System from another location and breaching the security of that Basic Customer Telephone System. DIS will investigate instances of Toll Fraud in collaboration with outside sources to the extent possible. Customer will not be liable for Toll Fraud charges but will be responsible for pursuing legal action attributed to, or resulting from, such Toll Fraud.

22. **INTERNAL ABUSE:** Other types of unauthorized calls including, but not limited to, direct dialed, calling card and third party calls related to the Basic Customer Telephone System are classified as "internal abuse". Internal abuse includes the use of the Customer's public or private long distance network or personal call forwarding feature during non-business hours to receive personal calls at home. Any illegitimate authorization code calls will also be deemed internal abuse. These activities are not regarded as fraud. DIS will assist in the identification of the unauthorized individual committing internal abuse; however, Customer is liable for all charges incurred and is responsible for initiating any needed disciplinary or legal actions resulting from such abuse.

23. **INFORMATION DISCLOSURE:** All programs, files, documentation and other information provided by the Customer or developed by DIS for the Customer is considered owned by the Customer and will not be disclosed by DIS except pursuant to court ordered process. Any inquiries regarding Customer-owned information shall be referred to the Customer. Information relating to the use of DIS provided services by Customer is the property of DIS and is subject to disclosure in accordance with the Freedom of Information Act.

24. **SERVICE INTERRUPTION:** Under disaster conditions, DIS will make every occasioned effort to restore services as rapidly as possible but will not be responsible for damage or delays in service occasioned by disaster conditions. For purposes of a Customer's contingency plan in the event of a disaster, Customer should prepare its plan on the basis that DIS services are completely unavailable.

25. **BILLING ERRORS:** Adjustments for billing errors(s) will be made only for the errant charges identified and submitted in writing to the other party prior to the expiration of the biennial period in which charges accrued.

26. **CHANGE MANAGEMENT:** Revisions to Service Requests shall be documented in writing and approved by Customer. Revisions to MSA shall be documented in writing and approved by Customer.

27. E-RATE ELIGIBILITY: E-Rate eligibility includes Customer meeting certification requirements including but not limited to adequate budgetary resources for the undiscounted portion of any service sought. DIS shall not be held liable for failure to meet E-Rate certification. DIS shall not be responsible for any funds related to failure to meet E-Rate certification. If an audit regarding E-Rate funds on behalf of the Customer identifies ineligible funds and requires DIS to repay the ineligible funds, DIS shall bill the customer for this repayment to recoup these funds.

	CAI Bill Rate		
	Skill Cat 1 NEW	Skill Cat 2 NEW	Skill Cat 3 NEW
Little Rock			
Administrator			
ADM1	\$22.52	\$22.98	\$24.59
ADM2	\$27.24	\$27.80	\$29.75
ADM3	\$32.55	\$33.21	\$35.54
CAD/GIS Administrator			
CADD/GIS Administrator 1	\$39.19	\$39.99	\$42.78
CADD/GIS Administrator 2	\$45.36	\$46.28	\$49.52
CADD/GIS Administrator 3	\$67.61	\$68.98	\$73.80
Data Entry Operator			
DE1	\$14.43	\$14.73	\$15.76
DE2	\$15.72	\$16.04	\$17.18
Database Administrator			
DBA 1	\$43.55	\$44.44	\$47.55
DBA 2	\$48.09	\$49.06	\$52.50
DBA 3	\$64.07	\$65.38	\$69.96
Functional Architect			
FA 1	\$32.16	\$32.82	\$35.13
FA 2	\$38.94	\$39.73	\$42.51
FA 3	\$46.66	\$47.61	\$50.93
FA 4	\$55.55	\$56.68	\$60.65
Help Desk Analyst			
HDA 1	\$26.71	\$27.26	\$29.17
HDA 2	\$29.45	\$30.06	\$32.15
HDA 3	\$36.93	\$37.68	\$40.32
Help Desk Support			
HDS 1	\$25.44	\$25.96	\$27.77
HDS 2	\$27.84	\$28.41	\$30.41
Product Specialist			
PS 1	\$41.95	\$42.81	\$45.80
PS 2	\$48.35	\$49.33	\$52.78
PS 3	\$63.23	\$64.51	\$69.03
Program Manager			
PM 1	\$46.98	\$47.94	\$51.31
PM 2	\$53.85	\$54.95	\$58.81
PM 3	\$69.57	\$70.99	\$75.96
Programmer			
PR 1	\$35.80	\$36.53	\$39.08
PR 2	\$41.71	\$42.56	\$45.53
PR 3	\$53.92	\$55.02	\$58.87
PRG4	\$63.38	\$64.68	\$69.21
Quality Assurance Specialist			
QAS 1	\$43.05	\$43.93	\$47.00
QAS 2	\$46.90	\$47.86	\$51.21

QAS 3	\$58.70	\$59.88	\$64.08
Sr Architect			
SRA1	\$93.42	\$95.33	\$102.00
Sr. Business SME			
BSME1	\$86.21	\$87.97	\$94.12
Sr. DB Architect			
DBA1	\$76.35	\$77.91	\$83.36
Sr. Program Manager			
SPM1	\$97.28	\$99.27	\$106.21
Senior Consultant			
SC1	\$76.39	\$82.35	\$90.64
SC2	\$88.05	\$95.30	\$104.88
SC3	\$102.29	\$110.19	\$121.71
Service Desk			
SD2	\$23.43	\$23.91	\$25.59
SD3	\$25.49	\$26.00	\$27.83
Software Process Engineer			
SPE 1	\$39.20	\$40.00	\$42.79
SPE 2	\$43.63	\$44.53	\$47.64
SPS 3	\$59.10	\$60.32	\$64.53
System Administrator			
SA 1	\$36.09	\$36.83	\$39.41
SA 2	\$39.90	\$40.71	\$43.56
SA 3	\$55.97	\$57.10	\$61.10
System Specialist			
SS 1	\$34.81	\$35.51	\$37.99
SS 2	\$36.96	\$37.71	\$40.35
SS 3	\$47.97	\$48.94	\$52.37
Team Lead 1			
TL 1	\$57.59	\$58.76	\$62.88
TL 2	\$61.99	\$63.24	\$67.67
Technical Architecture Specialist			
TAS 1	\$39.72	\$40.53	\$43.37
TAS 2	\$47.02	\$47.97	\$51.33
TAS 3	\$53.45	\$54.54	\$58.36
TAS 4 (Lead)	\$56.80	\$57.94	\$62.00
Technical Writer1			
TW 1	\$27.00	\$27.55	\$29.48
TW 2	\$31.77	\$32.41	\$34.68
TW 3	\$36.04	\$36.76	\$39.34
Telecom Engineer			
TE1	\$33.57	\$34.25	\$36.64
TE2	\$38.51	\$39.29	\$42.05
TE3	\$45.53	\$46.46	\$49.71
Tester			
Test 1	\$34.77	\$35.48	\$37.96
Test 2	\$40.26	\$41.08	\$43.95

Test 3	\$46.97	\$47.93	\$51.30
Test 4	\$56.26	\$57.41	\$61.43
Voice Data Engineer			
VDE1	\$31.27	\$31.91	\$34.14
VDE2	\$36.42	\$37.16	\$39.77
VDE3	\$43.98	\$44.86	\$48.00



05.27.2014 08:58







OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Stephen and Bonnie



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Page
4

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **May 27, 2014**

RE: **Water damage claim in excess of \$20,000.00**

Pursuant to § 39.10(C)(4):

"The Mayor may request the City Council to authorize an amount greater than \$8,000.00 by Resolution, but in no case shall the City pay more than \$20,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds majority approves an exemption from the \$20,000.00 damage cap and approves a payment up to \$40,000.00."

By approving an agenda item to pay \$25,552.15 for this water/sewer damage claim, the mayor is recommending this payment to the City Council. If the City Council believes that this is **"an extraordinary case"** justifying an exemption of the normal limitation of \$20,000.00, the "City Council by two-thirds majority" may approve this Resolution to pay \$25,552.15. **Six aldermen must vote in favor to pass the Resolution.** Four aldermen with the Mayor supplying the fifth vote could pass a Resolution to pay \$20,000.00.

RESOLUTION NO. _____

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C)(4) TO AUTHORIZE THE MAYOR TO PAY \$25,552.15 TO STEPHEN AND BONNIE G. TURNER FOR A WASTEWATER DAMAGE CLAIM ARISING AT 1532 N. HILLCREST AVENUE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, pursuant to the Fayetteville Code of Ordinances Section 39.10(C)(4), the City Council may, in extraordinary cases, approve an exemption from the normal cap of \$20,000.00 for payment of water or wastewater damage claims; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas has determined by a two-thirds majority vote that this claim constitutes such an extraordinary case.

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, pursuant to Fayetteville Code of Ordinances subsection 39.10(C)(4), authorizes the Mayor to pay \$25,552.15 to Stephen and Bonnie G. Turner for a wastewater damage claim arising at 1532 N. Hillcrest Avenue.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned do hereby acknowledge the receipt of Twenty Five Thousand Five Hundred Fifty Two dollars and Fifteen cents (\$25,552.15), which sum is accepted in full compromise settlement and satisfaction of, and as sole consideration for the final release and discharge of all actions, rights, causes of action, claims and demands whatsoever, that now exist or may hereafter accrue against the City of Fayetteville, a municipal corporation, and the elected officials and employees thereof, charged or who or which may be charged with responsibility for injuries to the person and property of the undersigned, the treatment thereof, and all consequences flowing therefrom, as a result of an accident, casualty or event which occurred on or about the 5th day of April 2014, at or near 1532 N. Hillcrest Avenue, in the City of Fayetteville, Arkansas, and for which the undersigned claims the above-named parties are legally liable in damages (which legal liability and damages are disputed and denied), and acknowledging that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas, and;

The undersigned warrants that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the party or parties released or their representatives or physicians concerning the nature and extent of any injuries or damages or legal liability therefor; that the undersigned are of legal age, are competent to execute this Release, and accept full responsibility therefor, and;

The undersigned agree, as further consideration and inducement for this compromise settlement that it shall apply to all known, unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now asserted and disclosed.

Witness our hands this _____ day of June, 2014, at the City of Fayetteville, Arkansas, County of Washington.

BY: _____
Stephen Turner
1532 N. Hillcrest Avenue
Fayetteville, AR 72701

BY: _____
Bonnie Turner
1532 N. Hillcrest Avenue
Fayetteville, AR 72701

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this the _____ day of June 2014, before me, _____, a Notary Public, personally appeared STEPHEN TURNER and BONNIE TURNER, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

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
May 20, 2014**

A meeting of the Fayetteville City Council was held on May 20, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, Assistant City Attorney Blake Pennington, Deputy City Clerk Lisa Branson, Staff, Press, and Audience.

Absent: Alderman Justin Tennant

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan asked the students from Ms. Shay Hopper's Woodland Junior High School 9th Grade government class to stand and be recognized.

City Council Meeting Presentations, Reports and Discussion Items:

Bi-Monthly Report on Public Transit in Fayetteville

Joel Gardner, Executive Director of Ozark Regional Transit gave a report on public transit in Fayetteville and thanked the Council for their support they have provided over the years. He stated they have been able to make some changes to Ozark Regional Transit. He stated they have improved services, timeliness, and expanded the system as much as they can within the boundaries

of their current financial guidelines. He stated new technology has been implemented and will enable Ozark Regional Transit to monitor buses.

Alderman Marsh: Have you restored Saturday service?

Joel Gardner: No. Saturday service was originally funded through a federal grant that was only supposed to go on for about a year. It carried on for another couple of years at the expense of some other services that could have been provided. It was wholly supported by the agency itself. On a Saturday we were giving only a dozen or two people a ride at the tune of about \$60,000.00 a year. It was not a profitable venture. If we do Saturdays again, we will need the support of the entire community of Northwest Arkansas to do that.

Mayor Jordan: Thank you. You all do a great job.

Agenda Additions: None

Consent:

Approval of the May 06, 2014 City Council meeting minutes.

Approved

Garver, LLC: A resolution to approve a professional engineering services agreement with Garver, LLC for design services for Kessler Mountain water main improvements in an amount not to exceed \$105,600.00, and to approve a budget adjustment.

Resolution 99-14 as recorded in the office of the City Clerk.

Highway 16 Bridge Project: A resolution to authorize the conveyance of utility easements to the City of Elkins for water and sewer line relocations for the Highway 16 bridge project.

Resolution 100-14 as recorded in the office of the City Clerk.

Community Resources Division Budget Adjustment: A resolution to approve a budget adjustment in the total amount of \$8,926.00 representing citizen donation revenue for 2013 and 2014 and an ASPCA Grant for the Ranger's Pantry Pet Food Bank; donation revenue from the Fraternal Order of Police for the Senior Giving Tree Event; and CDBG program income received from a housing program lien payoff and taxi refund.

Resolution 101-14 as recorded in the office of the City Clerk.

Alderman Petty moved to accept the Consent Agenda as read. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Justin Tennant was absent.

Unfinished Business: None

Public Hearing:

Stroud Investment Properties, LLC: A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment.

Jeremy Pate, Director of Development Services requested the public hearing to be tabled for two weeks.

Alderman Adams: Can you tell us what the process is after the red signs are posted for a public hearing?

Jeremy Pate: When we post a site, it is for public notice. We post those for Planning Commission meetings. For these purposes, we are posting it for the property owner, neighbors and anyone else who might be interested. We post the date and time of the meeting. It will give contact information.

A discussion continued about the process of tabling an item for a public hearing.

Alderman Long moved to table the resolution until the June 3, 2014 City Council meeting. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Justin Tennant was absent.

Tabled to the June 3, 2014 City Council Meeting.

New Business:

VAC 14-4674 (Moore Lane in the Pines at Springwoods S/D): An ordinance approving VAC 14-4674 submitted by Jorgensen & Associates for property located at Moore Lane in the Pines at Springwood to vacate utility and access easements.

Assistant City Attorney Blake Pennington read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission voted 8-0 in favor of this request.

Alderman Kinion moved to suspend the rules and go to the second reading. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Justin Tennant was absent.

Assistant City Attorney Blake Pennington read the ordinance.

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

Assistant City Attorney Blake Pennington read the ordinance.

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

Ordinance 5688 as Recorded in the office of the City Clerk

VAC 14-4685 (Shiloh Dr. and Foxglove/Springwood C-PZD): An ordinance approving VAC 14-4685 submitted by Jorgensen & Associates for property located at Shiloh and Foxglove Drive to vacate a portion of a utility easement.

Assistant City Attorney Blake Pennington read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff is recommending approval. Planning Commission voted 8-0 in favor of this request.

Alderman Gray 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 Justin Tennant was absent.

Assistant City Attorney Blake Pennington read the ordinance.

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

Assistant City Attorney Blake Pennington read the ordinance.

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

Ordinance 5689 as Recorded in the office of the City Clerk

City Council Agenda Session Presentations:

Annual Report from CH2M Hill – Billy Ammons & Duyen Tran

Woolsey Homestead Historic Assessment Report – Don Marr, Chief of Staff

City Council Tour: None

Announcements:

Alderman Gray: We have Board and Committee openings. May 23, 2014 is the final day for citizens to submit their applications. There are a lot of good openings.

Alderman Marsh: The Fayetteville Forward Historic and Heritage Resources Action group will meet May 22, 2014 at 5:30 p.m. at the Fulbright building at 217 East Dickson.

The Fayetteville Forward Green Economy Group will meet June 6, 2014 at 8:00 a.m. at the Chamber of Commerce. They will be discussing Sustainable Transportation in Northwest Arkansas.

A discussion followed about location of voting polls and encouraging citizens to go vote.

Don Marr, Chief of Staff: The city will be closed on Monday, May 26, 2014 for Memorial Day. I want to remind citizens who have trash service on Monday, it will run as regularly scheduled.

The Wilson Park pool will open on June 6, 2014. It will be our first dive in movie of the season and it is free admission for the pool opening.

May 23-25, 2014 is the Weekend of Champions. The Arkansas State Athletics Association will have their state soccer, baseball and softball championships here in Fayetteville.

The 2nd annual Memorial Day Run will be on May 26, 2014 at 7:30 a.m. at Veterans Park in Fayetteville.

The Recycling & Trash Division Compost Facility has moved to its summer hours. We are open every Tuesday and Thursday from 8:00 a.m. to 3:00 p.m. and the first two Saturdays of each month from 8:00 a.m. to noon.

Adjournment: 5:57 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

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
June 03, 2014**

A meeting of the Fayetteville City Council will be held on June 03, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the May 20, 2014 City Council meeting minutes.
2. **Evans Construction and Remodeling, LLC:** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$24,900.00 for Community Development Block Grant rehabilitation of an eligible residence located at 505 West Mountain Street.

3. **Bid #14-24 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-24 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a 2015 Ford F550 pickup truck with Reading Utility Body in the amount of \$44,276.00 for use by the Water and Sewer Operations Division, and to approve a budget adjustment.
4. **Bid #14-25 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-25 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a Ford F150 pickup truck with Maxon Lift Gate in the amount of \$25,652.40 for use by the Recycling and Trash Collection Division, and to approve a budget adjustment.
5. **Bid #14-26 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-26 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a Ford F350 pickup truck with Reading Utility Body in the amount of \$41,707.00 for use by the Water and Sewer Operations Division.
6. **Bid #14-27 Equipment Resource Management, Inc.:** A resolution to award Bid #14-27 to Equipment Resource Management, Inc. of Little Rock, Arkansas for the purchase of a Wirtgen Milling Machine W200i in the amount of \$589,690.00 with a trade-in allowance of \$250,000.00 for a total cost to the city of \$339,690.00 for use by the Transportation Division, and to approve a budget adjustment.
7. **Bid #14-21 Suncoast Infrastructure, Inc.:** A resolution to award Bid #14-21, to authorize a contract with Suncoast Infrastructure, Inc. in the amount of \$76,995.00 to construct Phase Two of Elkins Outfall Gravity Sewer Improvements, to approve a \$10,000.00 project contingency, and to approve a budget adjustment.
8. **State of Arkansas Department of Information Systems:** A resolution to authorize the Mayor to sign a Master Service Agreement with the State of Arkansas Department of Information Systems in the amount of \$52,000.00 for database administration services for the remainder of 2014, to approve a project contingency in the amount of \$8,000.00, and to approve a budget adjustment.

B. Unfinished Business: None

C. Public Hearing:

1. **Stroud Investment Properties, LLC:** A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment. *This resolution was Tabled to the June 3, 2014 City Council meeting.*

D. New Business:

- 1. Bonnie G. Turner Settlement:** A resolution pursuant to Fayetteville Code of Ordinances Section 39.10(C)(4) to authorize the Mayor to pay \$25,552.15 to Bonnie G. Turner in settlement of a damage claim arising at 1532 N. Hillcrest Avenue, and to approve a budget adjustment.
- 2. VAC 14-4623 (229 N. School St./Parking Deck):** An ordinance approving VAC 14-4623 submitted by the City of Fayetteville for property located at 2229 N. School Avenue to vacate a 5 foot utility easement and a 10 foot right-of-way easement.
- 3. Amend Chapter 50 Garbage and Trash:** An ordinance to change the name of Chapter 50 Garbage and Trash to Recycling and Trash Collection, to change all references to Solid Waste and Recycling Division within Chapter 50 to Recycling and Trash Collection Division, to change “Operations Director” to “Recycling and Trash Collection Manager” throughout Chapter 50, and to amend §50.05 Depositing on Streets, Alleys, or Sidewalks of the Fayetteville Code.
- 4. Amend §174.08 Prohibited Signs:** An ordinance to amend §174.08 Prohibited Signs (C) Portable Swinger or Temporary Attraction Sign Boards to allow more freestanding “A” frame sandwich/menu sign boards.

E. City Council Agenda Session Presentations:

- 1. One Book One Community** – Maylon Rice

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

2014-0223

Legistar File Number

June 3, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

Submitted By

Development Services

Department

Action Required:

Approval of the purchase order for moderate rehabilitation to 505 W. Mountain St. as part of the CDBG Housing program.

Does this item have a cost? ☒ Yes

\$24,900.00

Cost of this request

\$480,842.00

Category or Project Budget

Contract Services

Program or Project Name

2180.4940.5315.00

Account Number

\$46,848.84

Funds Used to Date

Housing Services

Program or Project Category

62123 1402

Project Number

\$409,093.16

Remaining Balance

Community Development

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Staff recommends approval of PO



5/15/14

Paula A. Butler 5-16-2014

 5-16-14



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Mayor and City Council

THRU: Jeremy Pate, Dir. Development Services 

FROM: Yolanda Fields, Dir. Community Resources 

DATE: May 13, 2014

SUBJECT: Approval of Budget Adjustment for the Community Resources Division

RECOMMENDATION:

Staff recommends approval of the attached purchase order for this housing project located at 505 W. Mountain St.

BACKGROUND:

Community Resources would like to spend \$24,900 to complete a housing project located at 505 W. Mountain St.

DISCUSSION:

In December 2013, a Fayetteville home-owner applied for a housing rehabilitation project on her home at 505 W. Mountain St. After verifying that she qualified for the program by being within the low-income population, Community Resources conducted an environmental review of the property, performed an assessment of the property, and completed a dwelling assessment on the property. The housing structure was deemed stable, livable, and eligible for rehabilitation.

In April 2014, the bid for the rehab project was advertised in the local newspaper and emails were sent out to contractors with the bid packet attached.

Only one contractor, Evans Construction & Remodeling, placed a bid on the project. Evans' bid came in at \$24,900 which does fall under the \$24,999.99 limit for housing rehabilitation projects.

BUDGET/STAFF IMPACT:

Project cost is \$24,900

Attachments:

Purchase Order
Receipt of Bids and Bids
Bid Invitation Packet

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A CONTRACT WITH EVANS CONSTRUCTION AND REMODELING, LLC IN THE AMOUNT OF \$24,900.00 FOR COMMUNITY DEVELOPMENT BLOCK GRANT REHABILITATION OF AN ELIGIBLE RESIDENCE LOCATED AT 505 WEST MOUNTAIN STREET

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 a contract with Evans Construction and Remodeling, LLC in the amount of \$24,900.00 for Community Development Block Grant rehabilitation of an eligible residence located at 505 West Mountain Street.

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor #: 19403		Vendor Name: Evans Construction & Remodeling LLC		Fob Point:		Requisition No.:		Date: 5/13/2014	
Address: 1123 Crutcher St.		City: Springdale		State: AR		P.O Number:		Expected Delivery Date: ASAP	
Requester: Cherrell Lee		Zip Code: 72764		Ship to code:		Mail Yes: No:		Quoted Attached Yes: X No:	
Requester's Employee #: 3386		Account Numbers: 2180.4940.5315.00		Project/Subproject #: 8260		Extension:		Inventory #	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Fixed Asset #			
1	Moderate Rehabilitation at 505 W. Mountain St.	1		24,900.00	\$24,900.00				
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$24,900.00			
						Tax: \$24,900.00			
						Total: \$24,900.00			

Approvals:

Mayor: _____

Finance & Internal Services Director: _____

Dispatch Manager: _____

Department Director: 

Budget Manager: _____

Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

RECEIPT OF BIDS

OWNER(S): City of Fayetteville

ADDRESS: 505 W. Mountain St. PROJECT No: 62123-1402

PROJECT TITLE: Moderate Rehabilitation of a Residential Building

BID CLOSING DAY/DATE/TIME: May 5th, 2014 4:00 P.M.

CONTRACTOR: Evans Construction + Remodelling BID AMOUNT: \$24,900

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: CMC Date: 5/5/14

Witness: [Signature] Date: 5/5/2014



STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 62123-1402

DATE ISSUED: 04-21-2014

DATE AND TIME OF OPENING: Monday, 4:00 pm, May 5, 2014

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 505 W. Mountain St., Fayetteville, AR 72701

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

A) Roofing:	<u>250</u>
B) Siding & Window:	<u>3100</u>
C) HVAC:	<u>6,680</u>
D) Insulation:	<u>850</u>
E) Electrical:	<u>620</u>
F) Plumbing:	<u>350</u>
G) Drywall & Paint:	<u>8,000</u>
H) Flooring:	<u>3,000</u>
I) Gutters:	<u>650</u>
J) Cleanup:	<u>1200</u>
K) Other:	<u>200</u>

MY TOTAL BID PRICE FOR THIS PROJECT IS \$ 24900

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Complete Business Address:

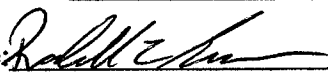
Name of Firm: Evans Construction & Remodeling LLC Phone # (479) 530 0801

Residential Contractor's License number 0204640814

Street address or P.O. Box 1123 Crutchfield St

City / State / Zip Code Springdale AR 72704

Printed Name: Randall Evans

Signature:  Title: President



CITY OF FAYETTEVILLE

**113 W. Mountain St.
Fayetteville, AR 72701**

INVITATION TO BID

Bid# 62123-1402

**Community Resources Division
(479) 575-8240**

BID#: 62123-1402

DATE ISSUED: 04-21-2014

DATE & TIME OF OPENING: Monday, May 5, 2014 4:00pm

CONTACT: Kyle Belt—(479) 575-8240



INVITATION TO BID

DATE ISSUED: April 21, 2014

RECEIPT OF BIDS: Monday, 4:00 pm, May 5, 2014
Community Resources Division
125 West Mountain Street
Fayetteville, AR 72701

COMMUNITY DEVELOPMENT PROGRAMS ADMINISTRATOR:

Kyle Belt
CDBG Programs Administrator
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone (479) 575-8240

BRIEF SCOPE OF PROJECT: Lead paint was found so several areas will be covered with paint. Replace window, minor electrical repairs and connections, New furnace and AC coil. Drywall repair, Plumbing modifications, minor siding work. Insulation and flooring.

PROJECT NUMBER: 62123-1402

PROJECT LOCATION: 505 W. Mountain St., Fayetteville, AR 72701

CITY OF FAYETTEVILLE: The City of Fayetteville encourages participation of small, minority and women owned business enterprises in the procurements of goods, services, and construction, either as a general contractor or subcontractor. The City is an affirmative action / equal opportunity employer. Section 55.55 prohibits discrimination against qualified individuals because of their handicapped status.

GENERAL: A copy of the Specifications is available at the Community Resources Division's office.

******* Attention! New Requirements! *******

- New permitting requirements, please see attached
- Any bid of \$20,000 or over must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the amount bid.
- A one hundred percent (100%) performance and payment bond is required with a contract awarded amount of over \$20,000 and filed with the Washington County Circuit Clerk.
- A State of Arkansas Residential Contractor's License is required for ALL bids.



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SPECIAL TERMS AND CONDITIONS

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the city. No employees of the Community Resources Division are allowed to fill out bid sheets for Contractors.
2. The company or contractor name and project # shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in the bid. The responsibility of payment shall remain with the successful bidder.
4. Prices shall include all labor, materials, profit, insurance, etc., to cover the furnishing of the items of the bid.
5. Bids received after the date and time set for receiving bids will not be considered.
6. The Owner reserves the right to accept or reject any and all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the Owner. The Owner shall be able to purchase more or less than the quantity indicated subject to availability of funds.
7. The bid price shall remain good and firm for a period of thirty (30) calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Owner.
8. All products delivered shall comply with applicable standards of quality.
9. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form or on an attached form.
10. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any such bidders, at the discretion of the Owner.
11. **The Contractor is to supply the City with evidence of the following:**
 - 1) **Current and valid Certificate of Liability Insurance that includes coverage for**
 - a) **Workman's Compensation and Employer Liability in accordance with the laws of the State of Arkansas,**
 - b) **Commercial General Liability that covers public liability and property damage and**
 - c) **Automobile Liability, if applicable. All premiums and**



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

costs shall be paid by the Contractor. In no way will the Owner be responsible in case of accident.

- 2) Current and valid license from the State of Arkansas Contractors Licensing Board.**
 - 3) EPA/HUD Approved Lead Safety Training Program certification.**
12. Specifications furnished with this invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.
 13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
 14. Quality, time and probability of performance may be factors in making an award.
 15. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the Owner.
 16. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder.
 17. 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 of bid.
 18. Bids must be hand delivered or received by mail in the Community Resources Office, 125 West Mountain St. Fayetteville, and AR. 72701, on or before the time of closing listed on the Bid Form. Under no circumstances will faxed bids be allowed.
 19. The successful bidder will be required to enter into a contract with the Owner and shall provide a certificate of insurance to the Community Resources Division within ten (10) days of notice of bid award.
 20. In the event a contract is entered into pursuant to the "Invitation to Bid", the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin, or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
 21. The contractor must be prepared to commence work on start date per Notice to Proceed issued by the City Community Resources Division, and must complete the work within Thirty (30) calendar days. Exceptions as noted in the Rehabilitation Contract.



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

22. A Maximum of three payments may be made on each Housing Rehabilitation Project. Upon satisfactory completion of 40% of the work and submission of proper documentation, 30% of the contract amount may be released to the contractor with 10% being held as retainer. Upon satisfactory completion of 70% of the work and submission of proper documentation, 60% of the contract amount may be released to the contractor with 10% being held as retainer. Final payment shall be made after satisfactory completion and acceptance of the project. Retainers shall be released with the final payment.
23. A certificate of final inspection by the City of Fayetteville's Building Safety Division must be performed before the release of the final check.
24. Any construction material containing Lead-Based Paint (LBP) shall be removed by workers certified in LBP Interim Controls and with adherence to the current HUD Regulation on LBP Hazards.



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Residential Permit Application and Plan Review Requirements

The following shall be the submittal requirements:

- **Completion of the Master Permit application and review before any work starts.**
- **“CDBG” will be entered in the Description of Work field.**
- **Specification sheets will be submitted with the application.**
- **CDBG fee waiver sheet for the application process. (Provided by CDBG Staff)**
- **A site plan of the property drawn to scale will be submitted according to permitting procedures.**
- **A floor plan drawn to scale will be submitted indicating where changes to the structure are to occur. This can be done in two parts as before and after with 8 ½ x 11 plans.**
- **The Master permit must be issued before any other permit may be applied for.**

Highland Home Builder, Inc.

Bruce Kerr 479-903-0966

Community Resources Spec writer

brucegkerr@netzero.com

Community Resources Division

Moderate Rehabilitation Project

Scope of Project: Lead paint was found so several areas will be covered with paint. Replace window, minor electrical repairs and connections, New furnace and AC coil. Drywall repair, Plumbing modifications, minor siding work. Insulation and flooring. Install Gutters.

Owner's Name: Christian Mere

Phone: 479-445-2135

Project Location: 505 W Mountain St., Fayetteville, AR

Project #62123-1402

Administrator: Kyle Belt

Phone: 479-575-8240

Fax: 479-444-3445

Contractors Description of Work:

Minimum requirements for bidder: Proof of current Arkansas Residential Contractor's license (or Commercial Contractor's license if required by law) which is provided by the State of Arkansas Contractors Licensing Board, Certificate of Liability Insurance, and a statement of Completion of EPA/HUD Approved Lead Safety Training if applicable.

GENERAL:

The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above.

Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. Make an appointment to inspect 24 hours before arrival. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.

The contractor's duties and responsibilities include, but are not limited to, the following:

- 1) Purchasing of all materials.
- 2) Supervision of all employees and subcontractors.
- 3) Coordination with the City of Fayetteville CDBG Administrator, the City of Fayetteville Code Compliance Office and owners.
- 4) Project design.
- 5) Clean up and restoration of all lawns, planters, walking and driving surfaces to their original condition.
- 6) Keep job site safe for others and practice safe working practices as required.

SPECIFICS:

A: ROOFING

- A - 1 Remove the old roof plumbing vent flashing on the roof. Use sealant to seal the flashing properly.

B: SIDING AND WINDOW

- B - 1 Wrap any trim around the windows and doors with aluminum metal coil. Have the homeowner approve the color choice. Caulk around the trim to the windows and the siding to keep water out.
- B - 2 Replace the crawlspace hole cover by the outdoor AC unit with a new piece of plywood. Paint white to match the foundation.
- B - 3 Remove the awning window in the bathroom and install a new Energy Star rated white vinyl awning window the same size. Provide a screen with the window.

C: HVAC

- C - 1 Remove the old furnace and install a new 90 plus efficiency natural gas unit with a new AC coil. The unit should be Energy Star rated. Use a Rheem value series or similar unit. Provide all venting and gas connections needed for the installation.
- C - 2 Check to see that all vents are connected and sealed adequately and are insulated.
- C - 3 Inspect the return air ducts so it seals properly to ensure all return air is filtered and the filters can be installed easily by the homeowner. Install a new filter.

D: INSULATION

- D - 1 Add blown insulation to the attic space to raise the R-value to 38 over heated areas.
- D - 2 Add floor insulation to the home between the floor joists in basement. Use fiberglass batts where possible and drill holes in the ceiling and blow loose insulation between floor joists in areas that have a ceiling.

E: ELECTRICAL

- E – 1 Provide all necessary connections to install the new HVAC unit.
- E – 2 Replace the one old outlet with a GFCI outlet in the bathroom and the one in the kitchen.
- E – 3 Replace the plug on the outside of the house by the breaker panel with a weather rated box and plug. Disconnect any wires coming from the panel that are not exterior rated wire that feed yard plugs.

F: PLUMBING

- F – 1 Unhook the water lines that feed the old furnace from the water heater. Restore the water heater to a conventional set up.
- F – 2 Cover all the exposed hot water lines in the basement with foam pipe covering to insulate them.

G: DRYWALL AND PAINT

- G – 1 There is a bad spot in the drywall over the refrigerator. Repair the drywall and texture it to match surrounding texture. Paint to match.
- G – 2 Lead based paint was found in the basement of the home. (See the lead report. The risk assessment summary under the subheading Hazard 1: Deteriorated Paint has instructions on recommended procedures) Lead paint was found on the exterior concrete foundation, basement concrete walls, basement entry door and trim exterior and interior, basement screen door, basement interior door and trim between rooms, and the basement ceiling. Paint it all white to seal off the lead paint. Wet scrape any needed areas and paint white using lead safe procedures. On the exterior use exterior rated paint.
- G – 3 Lead based paint was found on all the interior painted window components in the upstairs enclosed porch. As in the item G – 2 above, follow lead safe procedures. Use white paint to match the original paint.

H: FLOORING

- H – 1 All the flooring upstairs is to be replaced except for the bathroom. Remove the old flooring and prep the subfloor so it is smooth and ready to accept the new floor tiles. If the subfloor needs an underlayment install it. All underlayment and subfloor should be fully fastened so it will not damage the vinyl flooring later.
- H – 2 Install new 12 x 12 vinyl flooring pieces to the floor according to manufacturers recommendations. Have the homeowner approve the color choice before installation.

I: GUTTERS

- I - 1 Add seamless gutters to the home. Point the down spouts in such a way to encourage the water to flow to the lower areas of the lot. The gutters should match the fascia on the home.

J: CLEANUP

- J - 1 All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.
- J - 2 All trash shall be hauled off by contractor and preferably recycled if possible.
- J - 3 All affected areas shall be left broom clean and at acceptable lead dust levels to be tested later.

K: OTHER

- K - 1 All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out of the obvious intentions thereof, are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.
- K - 2 All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Resources Program's General Specification Manual, and with adherence to city, state, and national codes.
- K - 3 Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.
- K - 4 Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.

LEAD TECHNOLOGIES

1922 Sunnyland Road

Mountain View, Arkansas 72560

March 17, 2014

Mr. Kyle Belt
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mr. Belt:

This is a report of the lead-based paint inspection conducted at the residence of Christian Mere, 505 W. Mountain, Fayetteville, Arkansas. The inspection was conducted on March 13, 2014. The purpose of the inspection was to determine if lead-based paint was present at or above the Department of Housing and Urban Development's (HUD) regulated level of 1.0 mg/cm². Lead-based paint was found on the exterior of the dwelling and in the basement. Ninety-five XRF readings were taken with sixteen of the readings at or above the HUD regulated level. Please refer to the summary report for additional information on specific locations and lead concentrations.

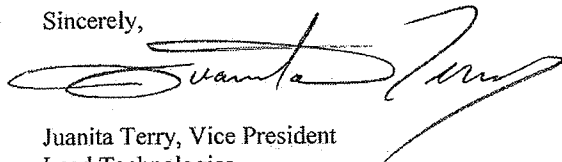
The summary report lists all concentrations that are at or above the HUD regulated level of 1.0 mg/cm². A sequential report lists all XRF readings in the order they were taken. Both reports provide the structure on which the reading was taken, the location, paint condition, substrate, color and concentration. The wall refers to the side of the house (location) that each reading was taken. Example: Exterior wall A is the front entrance side, when looking at the front of the house, then proceed clockwise, wall B being to the left of A and so on. Each room after that is oriented the same, with wall A in the living room being the wall facing the front entrance. Paint condition is classified by intact (good), fair and poor conditions. The mode refers to the sampling method selected for conducting the x-ray fluorescence measurements. A diagram with room identifiers and room numbers is included for reference. The inspection was conducted using the RMD LPA-1 x-ray fluorescence analyzer (XRF), serial number 3204. The XRF was operated in the quick mode for the quantitative measurement of lead in paint.

Frank Terry of Lead Technologies conducted the lead paint inspection. Mr. Terry is a certified lead paint inspector and a certified risk assessor. Lead Technologies is an Arkansas licensed lead paint consultant.

According to HUD and EPA regulations a disclosure statement must be provided to the property owner and any new lessees (tenants) and purchasers of this property prior to becoming obligated under a lease or sales contract. A copy of this report must be made available to the occupants within 15 days. A lead-based paint disclosure is included with this letter. Please provide the EPA information pamphlet; "Protect Your Family from Lead in Your Home" or "Renovate Right" to the homeowner when you deliver the lead report to them.

If you have any questions concerning this survey report or need additional assistance, please feel free to call us. We appreciate you selecting Lead Technologies to conduct your lead paint inspection.

Sincerely,



Juanita Terry, Vice President
Lead Technologies

LEAD TECHNOLOGIES

Invoice No. 13942

1922 Sunnyland Road
Mountain View, Arkansas 72560
Phone: 501-373-8644 Fax: 501-591-6725

INVOICE

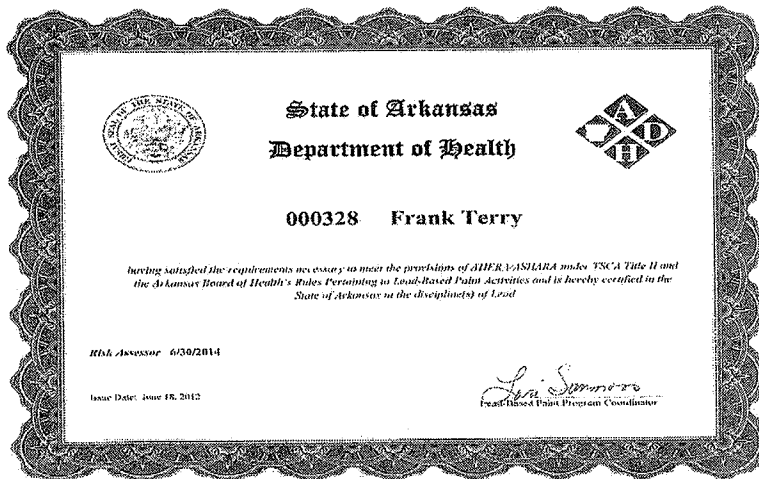
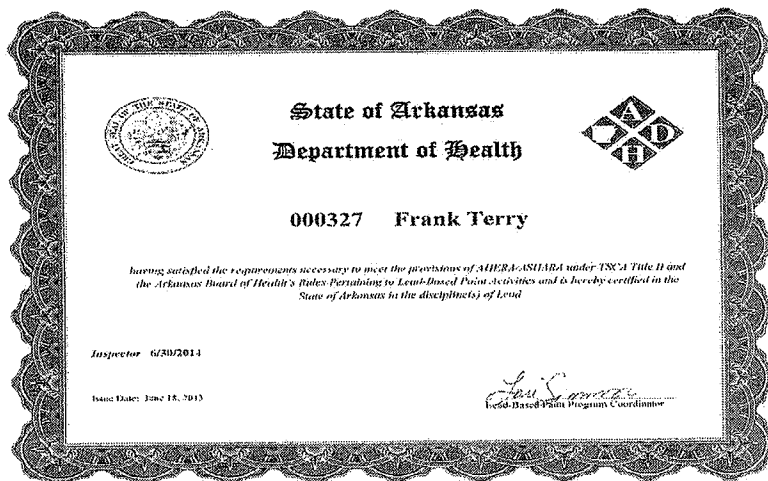
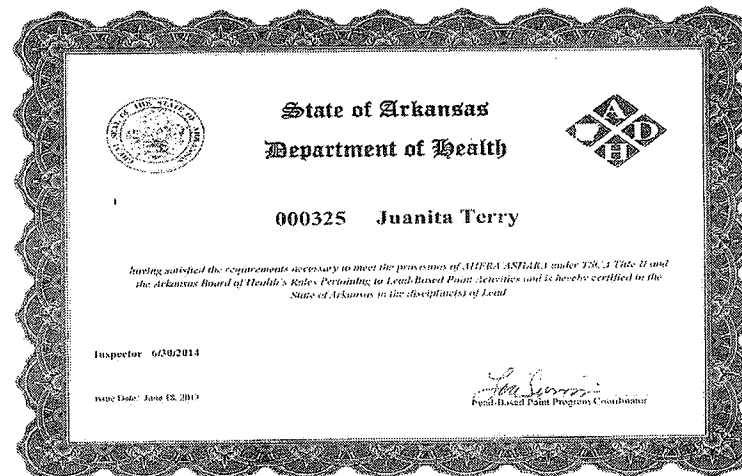
Customer

Name Mr. Kyle Belt
Address City of Fayetteville, Community Development
City Fayetteville State AR ZIP 72701
Phone

Date 3/17/2014
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	Lead-based paint inspection and risk assessment Chistian Mere, 505 W. Mountain, Fayetteville, AR	\$900.00	\$900.00
			\$900.00
TOTAL			\$900.00

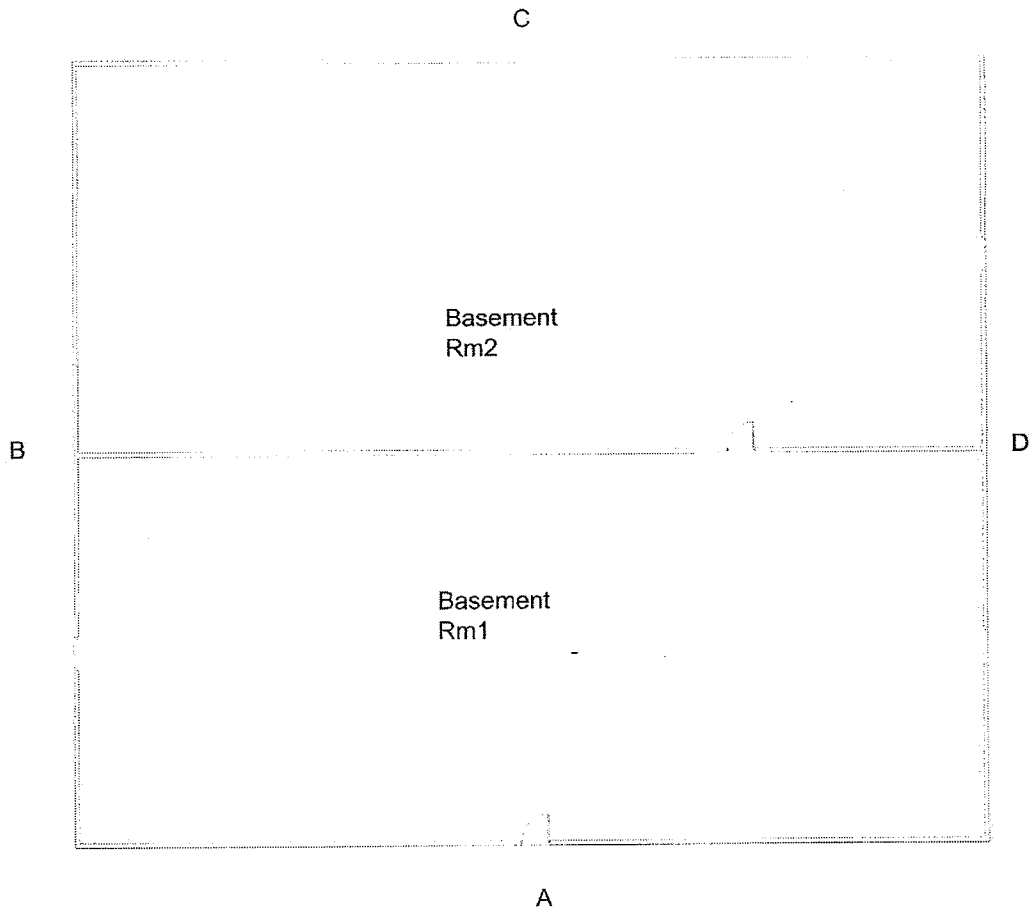
Thank you for allowing Lead Technologies to conduct your lead paint inspections



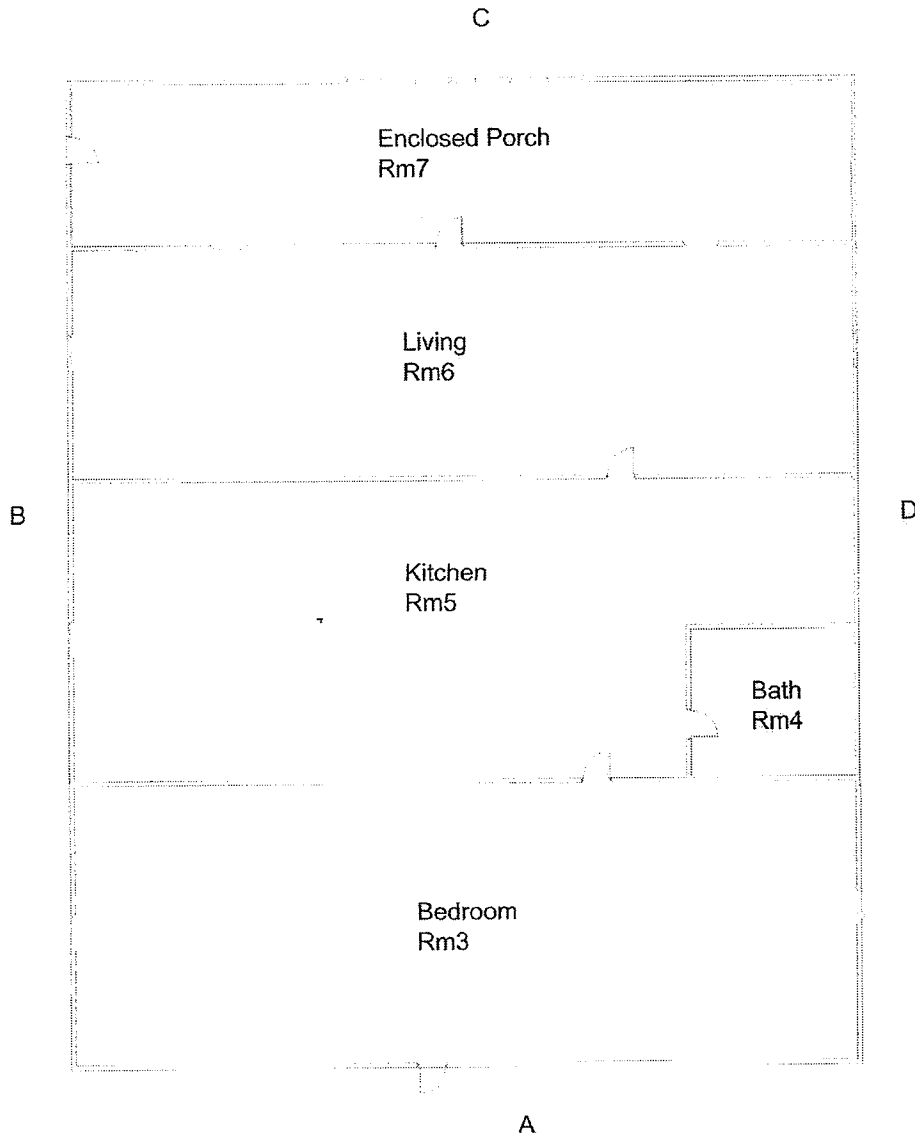
Lead-based Paint Disclosure

“A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal Law (24 CFR Part 35 and 40 CFR Part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.”

Basement
505 W. Mountain
Fayetteville, AR



505 W. Mountain
Fayetteville, AR



LEAD PAINT INSPECTION REPORT

REPORT NUMBER: S#03204 - 03/13/14 09:25

INSPECTION FOR: Kyle Richard Belt
Community Development Division
113 West Mountain Street
Fayetteville, Arkansas

PERFORMED AT: 505 West Mountain
Fayetteville, Arkansas

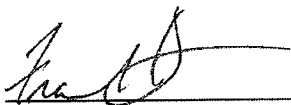
INSPECTION DATE: 03/13/14

INSTRUMENT TYPE: R M D
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number: 03204

ACTION LEVEL: 1.0 mg/cm²

OPERATOR LICENSE: GL-0142

SIGNED: _____



Date: _____

3-15-14

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Kyle Richard Belt

Inspection Date: 03/13/14 505 West Mountain
 Report Date: 3/15/2014 Fayetteville, Arkansas
 Abatement Level: 1.0
 Report No. S#03204 - 03/13/14 09:25
 Total Readings: 95 Actionable: 16
 Job Started: 03/13/14 09:25
 Job Finished: 03/13/14 10:44

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Exterior Room 001 Exterior									
018	A	Foundation	Lft		P	Concrete	White	1.0	QM
014	A	Door	Ctr	Header	P	Wood	White	1.0	QM
015	A	Door	Ctr	Lft jamb	I	Wood	White	6.1	QM
016	A	Door	Ctr	U Lft	I	Wood	White	>9.9	QM
013	A	Screen Door	Ctr		P	Wood	Grey	3.8	QM
019	B	Foundation	Rgt		I	Concrete	White	1.0	QM
Interior Room 001 Basement									
028	A	Wall	U Ctr		P	Concrete	White	1.0	QM
023	A	Ceiling			P	Wood	White	1.0	QM
020	A	Door	Ctr	Rgt casing	P	Wood	White	3.4	QM
021	A	Door	Ctr	Lft jamb	P	Wood	White	5.2	QM
022	A	Door	Ctr	U Ctr	P	Wood	White	2.9	QM
029	C	Wall	U Lft		P	Concrete	White	1.0	QM
Interior Room 002 Basement									
033	A	Door	Lft	Rgt casing	P	Wood	White	1.7	QM
034	A	Door	Lft	Lft jamb	P	Wood	White	1.6	QM
035	C	Ceiling			P	Wood	White	1.7	QM
Interior Room 007 Enclo.Porch									
084	A	Window	Rgt	Apron	P	Wood	White	2.0	QM
----- End of Readings -----									

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Kyle Richard Belt

Inspection Date: 03/13/14 505 West Mountain
 Report Date: 3/15/2014 Fayetteville, Arkansas
 Abatement Level: 1.0
 Report No. S#03204 - 03/13/14 09:25
 Total Readings: 95
 Job Started: 03/13/14 09:25
 Job Finished: 03/13/14 10:44

Read No.	Rm No.	Room Name	Wall Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
1		CALIBRATION							0.8	TC
2		CALIBRATION							0.9	TC
3		CALIBRATION							0.7	TC
4	001	Exterior	B Window		Ctr Apron	P Wood		White	-0.1	QM
5	001	Exterior	B Window		Ctr Lft jamb	I Wood		White	0.1	QM
6	001	Exterior	B Door		Lft U Lft	P Wood		Blue	-0.1	QM
7	001	Exterior	B Wall	L Lft		P Wood		Blue	0.0	QM
8	001	Exterior	B Electric Box		Lft	I Metal		White	0.0	QM
9	001	Exterior	B Corner board		Lft	I Wood		White	-0.2	QM
10	001	Exterior	D CrawlSpace		Rgt	P Wood		White	0.0	QM
11	001	Exterior	D Foundation		Lft	I Concrete		White	-0.2	QM
12	001	Exterior	D WindowLintel		Lft	P Wood		White	0.1	QM
13	001	Exterior	A Screen Door		Ctr	P Wood		Grey	3.8	QM
14	001	Exterior	A Door		Ctr Header	P Wood		White	1.0	QM
15	001	Exterior	A Door		Ctr Lft jamb	I Wood		White	6.1	QM
16	001	Exterior	A Door		Ctr U Lft	I Wood		White	>9.9	QM
17	001	Exterior	A Vent Pipe		Rgt	I Metal		White	-0.1	QM
18	001	Exterior	A Foundation		Lft	P Concrete		White	1.0	QM
19	001	Exterior	B Foundation		Rgt	I Concrete		White	1.0	QM
20	001	Basement	A Door		Ctr Rgt casing	P Wood		White	3.4	QM
21	001	Basement	A Door		Ctr Lft jamb	P Wood		White	5.2	QM
22	001	Basement	A Door		Ctr U Ctr	P Wood		White	2.9	QM
23	001	Basement	A Ceiling			P Wood		White	1.0	QM
24	001	Basement	D Window		Ctr Lft casing	P Wood		White	0.0	QM
25	001	Basement	D Window		Ctr Sash	P Wood		White	-0.1	QM
26	001	Basement	C Wall	U Rgt		P Wood		White	0.1	QM
27	001	Basement	C Shelf		Ctr	I Wood		White	-0.1	QM
28	001	Basement	A Wall	U Ctr		P Concrete		White	1.0	QM
29	001	Basement	C Wall	U Lft		P Concrete		White	1.0	QM
30	002	Basement	A Wall	U Ctr		P Concrete		White	0.2	QM
31	002	Basement	D Wall	U Rgt		P Concrete		White	0.6	QM
32	002	Basement	A Wall	U Lft		P Wood		White	0.3	QM
33	002	Basement	A Door		Lft Rgt casing	P Wood		White	1.7	QM
34	002	Basement	A Door		Lft Lft jamb	P Wood		White	1.6	QM
35	002	Basement	C Ceiling			P Wood		White	1.7	QM
36	003	Bedroom	B Ceiling			I Drywall		White	-0.1	QM
37	003	Bedroom	A Wall	U Rgt		I Drywall		Blue	-0.1	QM
38	003	Bedroom	B Wall	L Rgt		I Drywall		Blue	-0.1	QM
39	003	Bedroom	C Wall	U Ctr		I Drywall		Blue	0.0	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Kyle Richard Belt

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
40	003	Bedroom	D	Wall	U	Lft	I	Drywall	Blue	-0.1	QM
41	003	Bedroom	B	Baseboard		Rgt	I	Wood	Blue	-0.1	QM
42	003	Bedroom	B	Window		Ctr Sill	I	Wood	Blue	-0.2	QM
43	003	Bedroom	A	Door		Ctr Header	I	Wood	Blue	-0.2	QM
44	003	Bedroom	A	Door		Ctr Rgt jamb	I	Wood	Blue	0.1	QM
45	003	Bedroom	A	Door		Ctr U Rgt	I	Wood	Blue	-0.2	QM
46	004	Bathroom	D	Window		Ctr Lft casing	I	Wood	Brown	-0.2	QM
47	004	Bathroom	D	Window		Ctr Apron	I	Wood	Brown	-0.1	QM
48	004	Bathroom	D	Baseboard		Ctr	I	Wood	Brown	0.5	QM
49	004	Bathroom	B	Door		Ctr Rgt casing	I	Wood	Brown	-0.1	QM
50	004	Bathroom	B	Door		Ctr Lft jamb	I	Wood	Brown	0.1	QM
51	004	Bathroom	B	Door		Ctr L Lft	I	Wood	Grey	-0.3	QM
52	004	Bathroom	A	Wall		L Rgt	I	Drywall	Grey	-0.1	QM
53	004	Bathroom	B	Wall		U Lft	I	Drywall	Grey	-0.4	QM
54	004	Bathroom	C	Wall		U Ctr	I	Drywall	Grey	-0.2	QM
55	004	Bathroom	D	Wall		L Rgt	I	Drywall	Grey	-0.1	QM
56	004	Bathroom	D	Ceiling			I	Drywall	White	0.3	QM
57	005	Kitchen	A	Ceiling			I	Drywall	White	0.0	QM
58	005	Kitchen	A	Wall		L Ctr	I	Drywall	Red	-0.2	QM
59	005	Kitchen	B	Wall		U Lft	I	Drywall	Red	-0.2	QM
60	005	Kitchen	C	Wall		L Ctr	I	Drywall	Red	-0.1	QM
61	005	Kitchen	D	Wall		U Rgt	I	Drywall	Red	-0.2	QM
62	005	Kitchen	B	Window		Ctr Rgt casing	I	Wood	Red	-0.2	QM
63	005	Kitchen	C	Door		Rgt Rgt casing	I	Wood	Red	-0.1	QM
64	005	Kitchen	C	Door		Rgt Lft jamb	I	Wood	Grey	-0.2	QM
65	005	Kitchen	A	Door		Ctr L Ctr	I	Wood	Red	-0.5	QM
66	005	Kitchen	B	Cabinet		Lft	I	Wood	Brown	0.0	QM
67	006	Living Rm	B	Window		Ctr Sill	I	Wood	Grey	-0.2	QM
68	006	Living Rm	B	Baseboard		Lft	I	Wood	Grey	-0.1	QM
69	006	Living Rm	C	Door		Ctr Rgt casing	I	Wood	Grey	-0.1	QM
70	006	Living Rm	C	Door		Ctr Lft jamb	I	Wood	Grey	-0.1	QM
71	006	Living Rm	C	Door		Ctr L Lft	I	Wood	Grey	-0.1	QM
72	006	Living Rm	C	Crown Mldg		Rgt	I	Wood	Grey	-0.1	QM
73	006	Living Rm	A	Closet		Rgt Door Casing	I	Wood	Grey	-0.1	QM
74	006	Living Rm	A	Closet		Rgt Door Jamb	I	Wood	Grey	-0.1	QM
75	006	Living Rm	A	Closet		Rgt Door	I	Wood	Grey	-0.2	QM
76	006	Living Rm	A	Closet		Rgt Shelf	I	Wood	White	-0.2	QM
77	006	Living Rm	A	Closet		Rgt Shelf Sup.	I	Wood	White	-0.2	QM
78	006	Living Rm	A	Closet		Rgt Wall	I	Drywall	White	-0.1	QM
79	006	Living Rm	C	Ceiling			I	Drywall	White	-0.2	QM
80	006	Living Rm	A	Wall		L Lft	I	Drywall	White	-0.1	QM
81	006	Living Rm	B	Wall		U Ctr	I	Drywall	White	-0.1	QM
82	006	Living Rm	C	Wall		L Rgt	I	Drywall	White	-0.2	QM
83	006	Living Rm	D	Wall		U Ctr	I	Drywall	White	-0.2	QM
84	007	Enclo.Porch	A	Window		Rgt Apron	P	Wood	White	2.0	QM
85	007	Enclo.Porch	B	Door		Rgt Rgt jamb	P	Wood	White	0.0	QM
86	007	Enclo.Porch	B	Door		Rgt Lft jamb	P	Wood	White	0.1	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Kyle Richard Belt

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
87	007	Enclo.Porch	B	Door		Rgt U Ctr	I	Wood	Green	0.0	QM
88	007	Enclo.Porch	B	Wall		U Ctr	I	Wood	White	-0.2	QM
89	007	Enclo.Porch	C	Wall		L Lft	I	Wood	White	-0.2	QM
90	007	Enclo.Porch	D	Wall		L Lft	I	Wood	White	0.0	QM
91	007	Enclo.Porch	D	Shelf		Ctr	I	Wood	White	0.0	QM
92	007	Enclo.Porch	D	Shelf Brace		Ctr	I	Wood	White	0.1	QM
93		CALIBRATION								0.8	TC
94		CALIBRATION								0.8	TC
95		CALIBRATION								0.9	TC
----- End of Readings -----											

Risk Assessment Summary

Part 1: Identifying Information:

A lead-based paint inspection and a risk assessment were conducted at the residence of Christian Mere, 505 W. Mountain, Fayetteville, Arkansas. Frank & Juanita Terry, certified inspectors and risk assessors, Arkansas certification numbers 000327 & 000328 and 000325 & 000326, conducted the inspection and risk assessment on March 13, 2014. Lead Technologies is an Arkansas lead-based paint consulting firm; license number 000606.

Part 2: Results:

List of Locations and Type of Identified Lead Hazards:

The upper part of the exterior of the dwelling was covered with vinyl siding and was in good condition. The house interior was in fair condition. The basement exterior and interior were in poor condition.

Deteriorated lead-based paint was found on the exterior of the house on the basement foundation, the basement door and door components, including the screen door, the basement interior walls and ceiling and the interior basement doors and door components. Deteriorated lead-based paint was also found on the interior of the house on the enclosed porch window components.

Environmental dust wipe samples were collected throughout the house to evaluate the lead in dust concentrations. The lead in dust was below the HUD standard for the floors and windowsills. The HUD standards are 40 ug/ft² for the floors, the windowsills are at 250 ug/ft² and the window troughs are set at 400 ug/ft². Using these criteria, the lead in dust is not considered a hazard.

One soil sample was collected at the perimeter of the house on sides A, B, C and D; the soil was mostly bare. The soil lead level was less than 282 (ug/g) for the perimeter sample. That level is below the EPA Guidance level for soil. The current EPA Guidance level for soil is 1,200 ug/g for bare soil at building perimeters and yard areas and 400 ug/g for bare soil play areas. Using these criteria, the covered soil is not considered a lead hazard.

Part 3: Lead Hazard Control and Estimated Costs:

A licensed lead-abatement contractor or an EPA RRP certified contracting firm, using certified renovators, as directed in 745.89 shall conduct the lead work. The Contractor shall comply with EPA 40 CFR Part 745 or HUD Lead Safe Housing rule, June 2004.

a. The Contractor shall post signs clearly defining the work area and warning occupants or other persons not involved in the renovation to remain outside the work areas. The occupants are not permitted to enter the worksite during hazard reduction activities, until after hazard reduction work has been completed and clearance is achieved.

b. Before beginning the renovation, the firm must isolate the work area so that no dust or debris leaves the work area while the renovation is being performed. In addition, the firm must maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced. During all exterior work that will disturb lead-based paint, the windows, doors, ventilation intakes and other openings in or near the worksite (within 20 feet of the renovation) shall be sealed during the hazard control work. For interior work close all windows and doors in the work area, cover with plastic sheeting to confine dust and debris. Cover the ducts opening with plastic sheeting. The firm must ensure that the containment does not interfere with the occupant and worker egress in an emergency.

c. Ensure that doors within the work areas that will be used while the job is performed are covered with plastic that allows workers to pass through while confining the dust and debris.

d. Cover the ground or area with plastic or other disposable impermeable material extending 10 feet beyond the work or a sufficient distance to collect falling debris. If the property line is within 10 feet of the property line, a vertical containment must be erected to prevent the migration of contamination (dust and debris).

e. The work practices listed below are prohibited during renovation:

- 1) Open flame burning or torching of painted surfaces.
- 2) The use of machines through high speed operations such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting unless equipped with HEPA vacuum attachments to collect dust and debris at the point of generation. The machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
- 3) Operating a heat gun on painted surfaces is permitted only at temperatures below 1,100 degrees Fahrenheit.

f. All waste must be contained to prevent the release of dust and debris.

g. A thorough cleaning shall be conducted on the exterior and interior of the property. Interiors must be wet wiped and HEPA vacuumed to remove dust, debris and residue.

h. Clearance testing must be conducted at the completion of all rehabilitation work to ensure that any existing lead contamination is removed. If the rehabilitation cost exceeds \$25,000, then a licensed lead-abatement contractor will be required to conduct all the lead work.

Hazard 1: Deteriorated Paint – Deteriorated lead-based paint was found on the exterior of the house on the basement foundation, the basement doors and door components, including the screen door, the basement interior walls and ceiling and the interior basement doors and door components. Deteriorated lead-based paint was also found on the interior of the house on the enclosed porch window components.

a. Place visqueen below/around the exterior work areas to isolate and to contain the paint chips. Wet scrape and repaint the basement foundation, the basement doors and door components, including the screen door, the basement interior walls and ceiling and the interior basement doors and door components. Conduct a thorough cleanup in the basement using the HEPA vacuum/wet wash methods. \$2,500.00

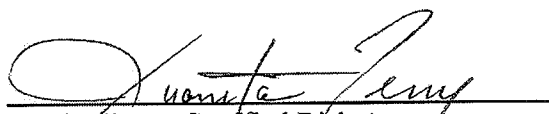
b. Place visqueen below/around the interior work areas to isolate and to contain the paint chips. Isolate the enclosed porch from the living room with visqueen. Wet scrape and repaint the enclosed porch window components. Conduct a thorough cleanup using the HEPA vacuum/wet wash methods. \$700.00

Part 4: Summary and Ongoing Monitoring Recommendations: A lead-based paint inspection and risk assessment was conducted on March 13, 2014. Deteriorated lead-based paint was found to be a hazard.

HUD recommends ongoing monitoring of dwellings by reevaluations and visual examinations of all properties containing lead-based paint or lead-based paint hazards. A reevaluation is a risk assessment that includes more limited soil and dust sampling and a detailed visual examination of paint films and any existing lead hazard controls (such as enclosures).

According to the finding of this survey, a reevaluation should be conducted in one year. The reevaluation should be conducted by a certified risk assessor and should include both a visual examination and environmental sampling for lead contaminated dust. A visual survey (by the owner or owner's representative) should be conducted annually and whenever information indicates a possible problem.

According to the HUD regulations, notification of the results of this lead-based paint risk assessment must be provided to the occupants within 15 days of receipt of this report.



Juanita Terry, Certified Risk Assessor
Arkansas certification number 000326

Chapter 5: Risk Assessment

Form 5.0

Resident Questionnaire

(To be completed by risk assessor via interview with resident.)

Children/Children's Habits

1. (a) Do you have any children that live in your home? No
 (If no children, skip to Question 5)
- (b) If yes, how many? N/A
- (c) Record blood lead levels, if known.
- (d) Are there women of childbearing age present? No

Location of the rooms/areas where each child sleeps, eats, and plays.

Name of child	Location of Bedroom	Location of all rooms where child eats	Primary location where child plays indoors	Primary location where child plays outdoors

3. Where are toys stored/kept? N/A
4. Is there any visible evidence of chewed or peeling paint on the woodwork furniture, or toys. N/A

Family Use Patterns

5. Which entrances are used most frequently? Front & back
6. Which windows are opened most frequently? Yes, all of them
7. Do you use window air conditioners? If yes, where? Yes, living rm. & bedroom
 (Condensation often causes paint deterioration)
8. (a) Do any household members garden? Yes
 (b) Location of garden. Gate entrance area
 (c) Are you planning any landscaping activities that will remove grass or ground covering? No
9. (a) How often is the household cleaned? Daily
 (b) What cleaning methods do you use? Sweep, mop, vacuum, dust
10. (a) Did you recently complete any building renovations? Yes
 (b) If yes, where? Bathroom floor
 (c) Was building debris stored in the yard? If yes, where? No
11. Are you planning any building renovations? If yes, where? Yes, City of Fayetteville
12. (a) Do any household members work in a lead-related industry? No
 (b) If yes, where are dirty work clothes placed and cleaned? N/A

Chapter 5: Risk Assessment

Form 5.1 Building Condition Form

Condition	Yes	No
Roof missing parts of surfaces (tiles, boards, shakes, etc.)		X
Roof has holes or large cracks		X
Gutters or down spouts broken	N/A	
Chimney masonry cracked, bricks loose or missing, obviously out of plumb	N/A	
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing (if masonry) or painting		X
Exterior siding has missing boards or shingles		X
Water stains on interior walls or ceilings		X
Plaster walls or ceilings deteriorated		X
Two or more windows or doors broken, missing, or boarded up		X
Porch or steps have major elements broken, missing, or boarded up		X
Foundation has major cracks, missing material, structure leans, or visibly unsound	X	
* Total number	1	8

* If the Yes column has two or more checks, the dwelling is usually considered to be in poor condition for the purposes of a risk assessment. However specific conditions and extenuating circumstances should be considered before determining the final condition of the dwelling and the appropriateness of a lead hazard screen.

Notes: The exterior of the house is covered with vinyl siding. There is rotten wood around the windows at the basement. The basement is in poor condition. The interior of the house is fair condition.

Chapter 5: Risk Assessment

Form 5.2 Paint Conditions on Selected Surfaces (Single-Family, Owner-Occupied)

Building component	Location Notes	Paint condition (intact, fair, poor, or not present) to be completed by risk assessor	Deterioration due to friction or impact?	Deterioration due to moisture?	Location of painted component with visible bite marks
Building siding	Covered with siding				
Exterior trim	Covered with siding				
Exterior windows	Upstairs has new windows, the basement windows are old & in poor condition	POOR	YES	YES	NO
Exterior doors		POOR	YES	YES	NO
Railings	N/A				
Porch floors	NO PAINT				
Other porch surfaces		POOR	YES	YES	NO
Interior doors		POOR	YES	YES	NO
Ceilings		FAIR	NO	NO	NO
Walls		FAIR	YES	NO	NO
Interior windows	VINYL				
Interior floors	NO PAINT				
Interior trim		FAIR	YES	NO	NO
Stairways		N/A			
Radiator		N/A			
Kitchen cabinets		FAIR	YES	YES	NO
Bathroom cabinets		FAIR	YES	YES	NO
Other surfaces					

If the overall condition of a component is similar throughout a dwelling, that condition should be recorded. If a component in a couple of locations is in poor condition, but the overall condition is good or fair, the specific sites of the badly deteriorated paint should be noted. The specific locations of any component with bite marks should be recorded.

Chapter 5: Risk Assessment

Form 5.3 Field Sampling Form for Dust (Single-Surface Sampling)

Name of risk assessor: Juanita Terry
 Name of property owner: Christian Mere
 Property address: 505 W. Mountain, Fayetteville, Arkansas

Dwelling selection protocol: x All dwellings Targeted Worst case Random

Target dwelling criteria (check all that apply)

- Code violations
 Judged to be in poor condition
 Presence of two or more children between ages of 6 months and 6 years
 Serves as day-care facility
 Recently prepared for re-occupancy

Sample number	Room (record name of room used by the owner or resident)	Surface type (circle the type) Wood	Is surface smooth and cleanable?	Dimensions of sample area (inches x inches)	Area (m ²)	Result of lab analysis (µg/ft ²)
3/13/2014 W1	Living Room	Floor	Yes	12x12	1.00	<10.0
W2	Living Room	Window sill	Yes	28.25x5.25	1.03	<9.7
W3	Kitchen	Floor	Yes	12x12	1.00	<10.0
W4	Kitchen	Window sill	Yes	18.5x5.25	0.67	<14.9
W5	Bedroom	Floor	Yes	12x12	1.00	<10.0
W6	Bedroom	Window sill	Yes	21.5x5.25	0.78	<12.8
W7	Bathroom	Floor	Yes	12x12	1.00	<10.0
W8**	Bathroom	Window sill	yes	24x5.25	0.87	<11.5

**Blind blank

¹ Measure to the nearest 1/8 inch.

HUD standards: 40 µg/ft² (floors), 250 µg/ft² (interior window sills), 400 µg/ft² (window troughs)

Total number of samples on this page 8

Page 4 of 5

Date of sample collection: 3/13/2014

Date shipped to lab: 3/14/2014

Shipped by: Juanita Terry Received by: See laboratory chain of custody form

Chapter 5: Risk Assessment

Form 5.4
Field Sampling Form for Soil
(Composite Sampling Only)

Name of risk assessor: Juanita Terry

Name of property owner: Christian Mere

Property address: 505 W. Mountain, Fayetteville, Arkansas

Sample number	Location	Bare or covered	Lab result (µg/g)
<u>3/13/2014S1</u>	Building perimeter sides A, B, C, D	Mostly bare	282
HUD interim standard for play area			400
HUD interim standard for perimeter			1,200

Collect only the top 1/2 inch of soil.

Total number of samples on this page 1

Page 5 of 5

Date of sample collection: 3/13/2014

Date shipped to lab: 3/14/2014

Shipped by: Juanita Terry Received by: See lab chain of custody form

SCHNEIDER LABORATORIES GLOBAL

INCORPORATED

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • (FAX) 804-359-1475

Over 25 Years of Excellence in Service and Technology

LABORATORY ANALYSIS REPORT

Lead Analysis based on EPA 7000B Method

Using Preparation Method EPA 3050B

ACCOUNT #: 647-14-3291
CUSTOMER: LEAD TECHNOLOGIES
ADDRESS: 1922 Sunnyland Road
Mountain View, AR 72560

DATE RECEIVED: 3/17/2014
DATE ANALYZED: 3/17/2014
DATE REPORTED: 3/17/2014

PROJECT NAME: City Of Fayetteville
JOB LOCATION: 505 W Mountain Ave
PROJECT NO.:
PO NO.:

Sample Type: WIPE

SLI Sample No.	Customer Sample No.	Collection Date	Sample Description	Sample Area (ft ²)	Total Lead (µg)	Lead Conc (µg/ft ²)
32167138	3/13/14W1	3/11/2014	10:00 AM Living Rm Floor	1.00	< 10.0	< 10.0
32167139	3/13/14W2	3/11/2014	10:00 AM Living Rm Window Sill	1.03	< 10.0	< 9.7
32167140	3/13/14W3	3/11/2014	10:00 AM Kitchen Floor	1.00	< 10.0	< 10.0
32167141	3/13/14W4	3/11/2014	10:00 AM Kitchen Window Sill	0.67	< 10.0	< 14.9
32167142	3/13/14W5	3/11/2014	10:00 AM Bedroom Floor	1.00	< 10.0	< 10.0
32167143	3/13/14W6	3/11/2014	10:00 AM Bedroom Window Sill	0.78	< 10.0	< 12.8
32167144	3/13/14W7	3/11/2014	10:00 AM Bathroom Floor	1.00	< 10.0	< 10.0
32167145	3/13/14W8	3/11/2014	10:00 AM Bathroom Window Sill	0.87	< 10.0	< 11.5

Analysis Run ID: 53173

Analyst: MARTI H. BAIRD

Total Number of Pages in Report: 1

Results relate only to samples as received by the laboratory.

Final concentration calculations are based on client supplied information.

Melissa Kanode

Reviewed By **Melissa Kanode, Customer Svs Director**

Visit www.slabinc.com for current certifications.

Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Minimum Reporting Limit: 10.0 µg. EPA Lead Hazard Std: 40 µg/ft² floors (please check lead wipe EPA HUD limit in your state) and 250 µg/ft² interior window sills, based on weighted avg of all samples taken. EPA Clearance Std: 40 µg/ft² floors, 250 µg/ft² interior window sills, 400 µg/ft² window troughs. MDLs and resulting reporting limits are based on ASTM E 1792 compliant media. *Data precision justifies 2 sig figures. All internal QC parameters were met. Unusual sample conditions, if any, are described.

SCHNEIDER LABORATORIES GLOBAL

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Over 25 Years of Excellence in Service and Technology

LABORATORY ANALYSIS REPORT

Lead Analysis based on EPA 7000B Method

Using Preparation Method EPA 3050B

ACCOUNT #: 647-14-3294

CUSTOMER: LEAD TECHNOLOGIES

ADDRESS: 1922 Sunnyland Road
Mountain View, AR 72560

PROJECT NAME: City of Fayetteville

JOB LOCATION: 505 W. Mountain Ave

PROJECT NO.:

PO NO.:

DATE RECEIVED: 3/17/2014

DATE ANALYZED: 3/17/2014

DATE REPORTED: 3/17/2014

Sample Type: SOIL

SLI Sample No.	Customer Sample No.	Collection Date	Sample Description	Sample Wt (mg)	Total Lead (µg)	Lead Conc (% by wt)	Lead Conc PPM
32167240	1/13/14.S1	3/11/2014 10:00 AM	Soil Perimeter of House	547	154.1	0.028	282

Analysis Run ID: 53173

Analyst: MARTI H. BAIRD

Total Number of Pages in Report: 1

Results relate only to samples as received by the laboratory.


Reviewed By Mohammed Eltilib, Metals Team Leader
Visit www.slabinc.com for current certifications.

Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

*Minimum Reporting Limit: 10.0 µg. EPA Soil Std for bare residential soil: 400 ppm by wt in play areas; 1200 ppm by wt in bare soil in the remainder of the yard based on an avg of all other samples collected. EPA does not distinguish between lead-contaminated soil and soil-lead hazards. Soil samples are tested as received unless noted as "Dried before analysis." *Data precision justifies 2 sig. figures. All internal QC parameters were met. Unusual sample conditions, if any, are described.*



SCHNEIDER LABORATORIES GLOBAL, INC.

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804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com e-mail: info@slabinc.com

WO Label:

WorkOrderKey

V: 1001 1001742

Submitting Co. LEAD TECHNOLOGIES	Lab Use- WO # 647-14-3294	Phone # 501-373-8644
1922 SUNNYLAND RD	Acct # 647	Fax # & E-mail 870-591-6725
MOUNTAIN VIEW, AR 72880		

Project Name: City of Fayetteville	Special Instructions [include requests for special reporting or data packages]
Project Location: 505 W. Mountain Ave, Fayetteville, AR	
Project Number:	
PO Number:	State Of Collection

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)	
☐ 2 hours* ☐ Same day* ☐ 1 business day* ☒ 2 business day* ☐ 3 business days* ☐ 5 business days* ☐ Full TCLP (10d) ☐ Weekend* * not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.	All samples on form should be of SAME matrix type. Use additional forms as needed. ☐ Air ☐ Solid ☐ Aqueous ☐ Waste ☐ Bulk ☐ Wastewater ☐ Hi-Vol Filter (PM10) ☐ Water Drinking ☐ Hi-Vol Filter (TSP) ☐ Compliance ☐ Oil ☒ Wipe ☐ Paint ☐ Wipe, Composite ☐ Sludge ☐ ☐ Soil ☐	Asbestos Air / Fiber Counts ☐ PCM (NIOSH 7400) ☐ TEM (AHERA) ☐ TEM (EPA Level II) ☐ Miscellaneous Tests ☐ Total Dust (NIOSH 0500) ☐ Resp. Dust (NIOSH 0600) ☐ Silica - FTIR (NIOSH 7602) ☐ Silica - XRD (NIOSH 7500) ☐	Asbestos Bulk / Asb10 ☐ PLM (EPA 600/R-93/116) ☐ PLM (EPA Point Count) ☐ PLM (Qualitative only) ☐ NYELAP 198.11.4/6 ☐ CAELAP (EPA Interim) ☐ TEM (Chatfield) ☐ FOR ASBESTOS AIR: TYPE OF RESPIRATOR USED:
		Metals-Total Conc. ☒ Lead ☐ RCRA Metals ☐ Metals-Extract ☐ TCLP / Lead ☐ TCLP / RCRA Metals ☐ TCLP / Full (w/ organics) Others:	

Sample #	Date Sampled	Time Sampled	Sample Identification (e.g. Employee, SSN, Bldg, Material)	Wiped Area (ft²)	Type¹ A,B,P,E	Time² Start	Time² Stop	Flow Rate³ Start	Flow Rate³ Stop	Total⁴ Air Vol
3/13/14 W1	3/11/14	10:00	Living Rm Floor	12 x 12						
W2			Living Rm Window sill	28.25 x 5.25						
W3			Kitchen Floor	12 x 12						
W4			Kitchen Window sill	19.5 x 5.25						
W5			Bedrm Floor	12 x 12						
W6			Bedrm Window sill	21.5 x 5.25						
W7			Bathrm Floor	12 x 12						
W8			Bedrm-Bathrm W. Sill	24 x 5.25						
3/13/14 S1			Soil perimeter of House							

¹Type: A=area B=blank P=personal E=exposure ²Beginning/End of Sample Period ³Pump Calibration in Liters/Minute ⁴Volume in Liters [time in min * flow in L/min]

Sampled by NAME: <u>Quanta Inc</u> SIGNATURE: <u>[Signature]</u> DATE/TIME: <u>3/13/14 11:00</u>	Relinquished to lab by NAME: <u>Quanta Inc</u> SIGNATURE: <u>[Signature]</u> DATE/TIME: <u>3/14/14</u>	3-17-14 <u>[Signature]</u> WB:
---	---	--------------------------------------

☐ Sample return requested ☐ Ambient temp ☐ Ice °C pH Cl ☐ R ☐ S ☐ X

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.



STANDARD BID PROPOSAL FORM

PROJECT NUMBER: 62123-1402 **DATE ISSUED:** 04-21-2014

DATE AND TIME OF OPENING: Monday, 4:00 pm, May 5, 2014

OWNER'S NAME: City of Fayetteville

PROJECT ADDRESS: 505 W. Mountain St., Fayetteville, AR 72701

ATTENTION

The City has the right to select which of the items listed below will be completed based on the amount of funds available.

*In blanks below please quote price for each item and the total for project at the bottom.

- A) Roofing: _____
- B) Siding & Window: _____
- C) HVAC: _____
- D) Insulation: _____
- E) Electrical: _____
- F) Plumbing: _____
- G) Drywall & Paint: _____
- H) Flooring: _____
- I) Gutters: _____
- J) Cleanup: _____
- K) Other: _____

MY TOTAL BID PRICE FOR THIS PROJECT IS \$_____

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Complete Business Address:

Name of Firm:_____ Phone #_____

Residential Contractor's License number_____

Street address or P.O. Box_____

City / State/ Zip Code_____

Printed Name:_____

Signature:_____ Title:_____

City of Fayetteville Item Review Form

2014-0226

Legistar File Number

June 3, 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 14-24 to Lewis Ford of Fayetteville for the purchase of one 2015 Ford F550 truck with Reading Utility Body in the amount of \$44,276 for use by Water Distribution.

Does this item have a cost? ☒ Yes

\$44,276.00

Cost of this request

\$800,500.00

Category or Project Budget

Light /Medium Utility Vehicles

Program or Project Name

9700.1920.5802.00

Account Number

\$342,739.00

Funds Used to Date

Vehicles and Equipment

Program or Project Category

02078.2014

Project Number

\$413,485.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item? ☒ No

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

JS 5/15/14

Paul A. Butler 5-15-2014

Jim Miller 5-15-14
Russell Jordan





CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 3, 2014

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation *TGB*

FROM: Jesse Beeks, Fleet Operations Superintendent *JB*

DATE: May 14, 2014

SUBJECT: Purchase of one F550 Truck for Water & Sewer

RECOMMENDATION:

That City Council approve the purchase of one F550 truck with Reading Utility body from Lewis Ford of Fayetteville in the amount of \$44,276.

BACKGROUND:

Unit 343 is a 2004 Ford F550 truck that needs to be replaced. It was due for replacement in 2014 but was pushed back to 2015. However, it now appears that it needs to be replaced now. Bid 14-24 was opened on April 17, 2014; a copy of the bid tab is attached.

DISCUSSION:

Lewis Ford of Fayetteville is the low bidder and they meet all specs.

Fleet recommends the purchase of one 2015 Ford F550 with Reading Utility Body from Lewis Ford of Fayetteville in the amount of \$44,276.

BUDGET/STAFF IMPACT:

Sufficient replacement funds have been collected to replace this unit. As it was budgeted to replace in 2015, a Budget Adjustment is needed to move the funds to the 2014 Fleet expense account.

Attachments:

Bid tab, bid 14-24
Budget Adjustment
Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-24 TO LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS FOR THE PURCHASE OF A 2015 FORD F550 PICKUP TRUCK WITH READING UTILITY BODY IN THE AMOUNT OF \$44,276.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-24 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas and approves the purchase of a Ford F550 pickup truck with Reading Utility Body in the amount of \$44,276.86 for use by the Water and Sewer Operations Division.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request (Not a Purchase Order) <i>All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)</i> <i>All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us</i>							Requisition No.: Date: 5/8/2014		Bid #14-24 Lewis Ford Sales, Inc Page 5 of 6		
Vendor #: 7040		Vendor Name: LEWIS FORD					Mail Yes:___ No: <u>X</u>				
Address:						Fob Point:		Taxable Yes:___ No: <u>X</u>		Quotes Attached Yes:___ No: <u>x</u>	
City:				State:		Zip Code: 50		Ship to code:		Division Head Approval: <i>Jerne Beck</i>	
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 WITH READING UTILITY BODY	1	EA	44,275.80	\$44,275.80	9700.1920.5802.00		02078.2014		700383	
2	PER BID SPECS BID 14-24. TO BE UNIT				\$0.00						
3	#383, FIXED ASSET 700383				\$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: \$44,275.80			
								Total: \$44,275.80			
Approvals:											
Mayor: _____				Department Director: _____				Purchasing Manager: _____			
Finance & Internal Services Director: _____				Budget Manager: _____				IT Manager: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: _____			



Bid: 14-24
 4/17/2014
 2:00 PM
 City of Fayetteville

BID 14-24, Utility Body Trucks

BIDDER	19,000 GVWR Extended Cab & Chasis				9'Utility type Truck Body Installd On Chasis				Total Bid
	Manufacturer	Model	Qty	Price Each	Manufacturer	Model	Qty	Price Each	
Equipment Technology LLC	Ford	F550GA4x419	1	\$ 36,781.04	ETI	SB108	1	\$ 8,413.17	\$ 45,194.21
Lewis Ford Sales Inc	Ford	2015 F550	1	\$ 37,089.80	Reading	HD 108ABDW	1	\$ 7,186.00	\$ 44,275.80
Republic Ford Inc	Ford	F550	1	\$ 37,379.00	Monroe	SB108IM5320	1	\$ 9,763.00	\$ 47,142.00
Terex	Ford	F550	1	\$ 38,793.00	Reading	HD108ABDW	1	\$ 11,379.00	\$ 50,172.00

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

CERTIFIED:

P. Vice

Carolyn Rex

4-22-14

P. Vice, Purchasing Manager

Witness

Date

City of Fayetteville Item Review Form

2014-0224

Legistar File Number

June 3, 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 14-25 to Lewis Ford of Fayetteville for the purchase of one Ford F150 with Maxon Lift Gate in the amount of \$25,652.40 for use by Recycling and Trash Collection Division.

Does this item have a cost? ☒ Yes

\$25,653.00

Cost of this request

9700.1920.5802.00

Account Number

02078.2014

Project Number

\$800,500.00

Category or Project Budget

\$428,722.00

Funds Used to Date

\$346,125.00

Remaining Balance

Light / Medium Utility Vehicles

Program or Project Name

Vehicles and Equipment

Program or Project Category

Shop Fund

Fund Name

Budgeted Item? ☐ No

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



5/15/14
Paul a. Becker 5-15-2014
Jim Men 5-16-14
David J. Fisher



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 3, 2014

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation *TG*
FROM: Jesse Beeks, Fleet Operations Superintendent *JB*
DATE: May 14, 2014
SUBJECT: Purchase of one F150 with Maxon Lift Gate

RECOMMENDATION:

That City Council approve the purchase of one Ford F150 Pickup with Maxon Lift Gate from Lewis Ford of Fayetteville in the amount of \$25,653 for use by Recycling and Trash Collection.

BACKGROUND:

Unit 2081 is a 2005 Ford F250 4x4 extended cab pickup that was scheduled for replacement in 2015, however, it needs to be replaced now. Bid 14-25 was opened on April 17, 2014; a copy of the bid tab is attached.

DISCUSSION:

The low bidder is from out of state. According to Arkansas law, we are not allowed to purchase a vehicle whose primary purpose is transporting people - from a dealer who is not licensed in Arkansas. (See letter attached.) Lewis Ford of Fayetteville is the second low bidder and they meet all specs. The price difference is \$219.

The replacement truck has been down sized from a $\frac{3}{4}$ ton to a $\frac{1}{2}$ ton truck.

Fleet recommends the purchase of one Ford F150 with Maxon Lift Gate from Lewis Ford of Fayetteville in the amount of \$25,653 for use by Recycling and Trash Collection.

BUDGET/STAFF IMPACT:

Sufficient replacement funds have been collected to replace this unit. As it was budgeted to replace in 2015, a Budget Adjustment is needed to move the funds to the 2014 Fleet expense account.

Attachments:

Bid Tab, Bid 14-25
Letter from Office of City Attorney
Purchase Requisition
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-25 TO LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS FOR THE PURCHASE OF A FORD F150 PICKUP TRUCK WITH MAXON LIFT GATE IN THE AMOUNT OF \$25,652.40 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-25 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas and approves the purchase of a Ford F150 pickup truck with Maxon Lift Gate in the amount of \$25,652.40 for use by the Recycling and Trash Collection Division.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

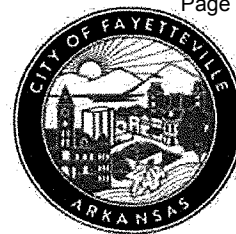
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

A. 4
Bid #14-25 Lewis
~~Ford Sales, Inc.~~



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Andrea Foren, Purchasing Agent**

FROM: **Blake Pennington, Assistant City Attorney**

DATE: **April 28, 2014**

RE: **Bids by Out-of-State Car Dealers**

You asked me to research the law regarding bids on vehicle RFPs by dealers not located in Arkansas and advise whether we can accept a bid by a dealer located in Republic, Missouri. You also asked me about how Arkansas law defines a "vehicle" for purposes of this situation.

First, the sale of motor vehicles is governed by the Arkansas Motor Vehicle Commission Act (the "Act") codified at A.C.A. § 23-112-101, *et seq.* The Act defines a motor vehicle as "a self-propelled vehicle having two (2) or more wheels that has as its primary purpose the transportation of a person, including without limitation all-terrain vehicles, automobiles, trucks, motorcycles, motor-driven cycles, motor scooters, and low speed vehicles." A.C.A. § 23-112-103. Therefore, any car, truck or other vehicle that is used primarily for transporting people is governed by the Act.

Vehicles used primarily for another purpose (*e.g.* trash, dump, and fire trucks) are not governed by this Act and we would simply need to follow standard purchasing laws. You have to look at the intended purpose for the vehicle that is being purchased to determine out whether the Act controls or not. That intended purpose of the vehicle should be clearly stated in the bid forms for the benefit of both the City and potential bidders.

Page Two

If the Act controls the purchase, then the limitations for sales to the State of Arkansas explained in Attorney General Opinion 2009-057 also apply to purchases by the City of Fayetteville. The motor vehicle dealer must be licensed by the Arkansas Motor Vehicle Commission in order to sell motor vehicles in Arkansas.

A.C.A. § 23-112-301 makes it illegal for any unlicensed dealer (whether located in Arkansas or another state) to sell motor vehicles in Arkansas. Therefore, accepting a bid from an unlicensed motor vehicle dealer and entering into a contract for the purchase of a motor vehicle would be illegal.

In accordance with the Attorney General's opinion and the foregoing statutes, it is my opinion that the City must refuse bids from and refuse to award contracts for the sale of motor vehicles to any unlicensed motor vehicle dealer, regardless of the state of residency. The Arkansas Motor Vehicle Commission provides an online search tool at its website (<http://amvc.arkansas.gov>) to confirm whether a bidder is licensed by the State of Arkansas to sell motor vehicles.

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:

Bid #14-25 Lewis

5/8/2014

Ford Sales, Inc.

P.O Number:

Expected Delivery Date: Page 7 of 8

Vendor #:

7040

Vendor Name:

LEWIS FORD

Mail

Yes: No: X

Address:

Fob Point:

Taxable

Yes: No: X

Quotes Attached

Yes: No: x

City:

State:

Zip Code:

Ship to code:

50

Division Head Approval:

Requester:

BARBARA OLSEN

Requester's Employee #:

1940

Extension:

3485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	FORD F150 WITH MAXON LIFT GATE, PER	1	EA	25,652.40	\$25,652.40	9700.1920.5802.00	02078.2014		702184
2	BID SPECS, BID 14-25, TO BE UNIT 2184.				\$0.00				
3	FIXED ASSET 702184				\$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:

\$25,652.40

Total:

\$25,652.40

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____



Bid: 14-25
4/17/2014
2:00 PM
City of Fayetteville

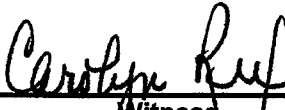
BID 14-25, Extended Cab 4x4 Truck

BIDDER	Manufacturer	Model	Qty	Price Each	Total Bid
Lewis Ford Sales Inc	Ford	F150 with Maxon Lift Gate	1	\$ 25,652.40	\$ 25,652.40
Republic Ford Inc	Ford	F150	1	\$ 25,433.00	\$ 25,433.00
Terex	Ford	F150 with Tommy Gate	1	\$ 29,112.00	\$ 29,112.00

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

CERTIFIED:


P. Vice, Purchasing Manager


Witness

4-22-14
Date

City of Fayetteville Item Review Form

2014-0225

Legistar File Number

June 3, 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 14-26 to Lewis Ford of Fayetteville for the purchase of one Ford F350 Service Body Truck in the amount of \$41,707 for use by Sewer Maintenance.

Does this item have a cost? ☒ Yes

\$41,707.00

Cost of this request

\$800,500.00

Category or Project Budget

Light / Medium Utility Vehicles

Program or Project Name

9700.1920.5802.00

Account Number

\$387,015.00

Funds Used to Date

Vehicles and Equipment

Program or Project Category

02078.2014

Project Number

\$371,778.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

5/15/14

Paul a. Baker 5-15-2014

Don Allen 5-16-14
Frank Jordan





CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 3, 2014

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation *TG*

FROM: Jesse Beeks, Fleet Operations Superintendent *JB*

DATE: May 14, 2014

SUBJECT: Purchase of one F450 Service Body Truck for Water & Sewer

RECOMMENDATION:

That City Council approve the purchase of one F350 truck with Reading utility body from Lewis Ford of Fayetteville in the amount of \$41,707.

BACKGROUND:

Unit 363 is a 2008 Ford F350 utility body truck with over 161,000 miles that needs to be replaced. It was budgeted to replace in 2014. Bid 14-26 was opened on April 17, 2014; a copy of the bid tab is attached.

DISCUSSION:

Lewis Ford of Fayetteville is the low bidder and they meet all specs.

Fleet recommends the purchase of one Ford F350 with Reading Utility Body from Lewis Ford of Fayetteville in the amount of \$41,707.

BUDGET/STAFF IMPACT:

Sufficient replacement funds have been collected to replace this unit. It was budgeted on both the capital and operating sides for replacement in 2014.

Attachments:

Bid Tab 14-26
Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-26 TO LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS FOR THE PURCHASE OF A FORD F350 PICKUP TRUCK WITH READING UTILITY BODY IN THE AMOUNT OF \$41,707.00 FOR USE BY THE WATER AND SEWER OPERATIONS 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 #14-26 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas and approves the purchase of a Ford F350 pickup truck with Reading Utility Body in the amount of \$41,707.00 for use by the Water and Sewer Operations Division.

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:	Date: 5/8/2014	A. 5
P.O Number:	Expected Delivery Date:	Bid #14-26 Lewis Ford Sales, Inc. Page 4 of 6

Vendor #: 7040	Vendor Name: LEWIS FORD	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 Beck
-------	--------	-----------	------------------	------------------------------------

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	F350 TRUCK WITH READING UTILITY BODY	1	EA	41,706.80	\$41,706.80	9700.1920.5802.00	02078.2014		700384
2	PER BID SPECS BID 14-26. TO BE UNIT 384				\$0.00				
3	FIXED ASSET 700384				\$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: \$41,706.80

Total: \$41,706.80

Approvals:	Mayor: _____	Department Director: _____	Purchasing Manager: _____
	Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
	Dispatch Manager: _____	Utilities Manager: _____	Other: _____



Bid: 14-26
 4/17/2014
 2:00 PM
 City of Fayetteville

BID 14-26, Service Body Truck

14,000 GWR 4x4 Cab and Chassis					9' Utility Type Truck Body Installed on Chassis				
BIDDER	Manufacturer	Model	Qty	Price Each	Manufacturer	Model	Qty	Price Each	Total Bid
Equipment Technology LLC	Ford	F450GA4x4	1	\$ 35,121.50	ETI	SB108	1	\$ 12,539.94	\$ 47,661.44
Lewis Ford Sales Inc	Ford	F350	1	\$ 29,764.80	Reading	US108ABDW	1	\$ 11,942.00	\$ 41,706.80
National Auto Fleet Group				NO BID					NO BID
Republic Ford Inc	Ford	F350	1	\$ 30,164.00	Monroe	SB108IM5320-FT	1	\$ 15,161.00	\$ 45,325.00
Terex	Ford	F350	1	\$ 31,366.00	Reading	US108ABDW	1	\$ 17,072.00	\$ 48,438.00

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

CERTIFIED:

P. Vice
 P. Vice, Purchasing Manager

Carolyn Bep
 Witness

4-22-14
 Date

City of Fayetteville Item Review Form

2014-0222

Legistar File Number

June 3, 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 14-27 to Equipment Resource Management, Inc. for the purchase of one Wirtgen W200i milling machine in the amount of \$339,690.00 (including trade allowance) for use by the Transportation Division and approval of a budget adjustment.

Does this item have a cost? ☒ Yes

\$339,690.00

Cost of this request

\$197,947.00

Category or Project Budget

Fleet - Other Vehicles / Equipment

Program or Project Name

9700.1920.5802.00

Account Number

\$36,818.13

Funds Used to Date

Vehicles and Equipment

Program or Project Category

02080/2014

Project Number

-\$178,561.13

Remaining Balance

Shop Fund

Fund Name

Budgeted Item? ☐ No

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Approval of the attached budget adjustment will increase the remaining balance to \$161,128.87.

5/15/14

Paul A. Beeks 5-15-2014

5-16-14



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 3, 2014

TO: Mayor and City Council

THRU: Terry Gulley, Transportation Services Director *TG*

FROM: Jesse Beeks, Fleet Operations Superintendent *JB*

DATE: May 13, 2014

SUBJECT: Replacement of Milling Machine for the Transportation Division

RECOMMENDATION:

That City Council approve the purchase of one Wirtgen Milling Machine W200i from Equipment Resource Management, Inc. for \$339,690, including trade allowance, and to approve a budget adjustment to move funds into the Fleet expense account.

BACKGROUND:

Unit 9092 is a 2007 Wirtgen W1900 Milling Machine that was scheduled for a 10 year life. It was budgeted to replace in 2017. This unit was bid early because of advancements in technology and to take advantage of an excellent trade-in offer.

DISCUSSION:

Bid 14-27 was opened on May 6, 2014 and Equipment Resource Management, Inc. has the lowest total bid that meets specifications for a price of \$589,690 with a \$250,000 trade-in allowance for a total of \$339,690.

Fleet recommends purchasing one Wirtgen W200i Milling Machine from Bid 14-27 for a total cost to the City of \$339,690.

BUDGET/STAFF IMPACT:

Sufficient replacement funds have been collected but a budget adjustment is needed to move those funds into the 2014 capital account.

Attachments:

Purchase Requisition
Bid Tab, Bid 14-27
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-27 TO EQUIPMENT RESOURCE MANAGEMENT, INC. OF LITTLE ROCK, ARKANSAS FOR THE PURCHASE OF A WIRTGEN MILLING MACHINE W200I IN THE AMOUNT OF \$589,690.00 WITH A TRADE-IN ALLOWANCE OF \$250,000.00 FOR A TOTAL COST TO THE CITY OF \$339,690.00 FOR USE BY THE TRANSPORTATION DIVISION, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-27 to Equipment Resource Management, Inc. of Little Rock, Arkansas and approves the purchase of a Wirtgen Milling Machine W200i in the amount of \$589,690.00 with a trade-in allowance of \$250,000.00 for a total cost to the City of \$339,690.00, for use by the Transportation Division.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

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: 5/14/2014	
Vendor #: 12737						Vendor Name: Equipment Resource Management, Inc		Mail Yes: <u>X</u> No: _____
Address:						Fob Point:		Taxable Yes: _____ No: <u>X</u>
City:		State:		Zip Code:	Ship to code: 50	Divison Head Approval: <u>Jesse Beale</u>		
Requester: Ginny Gundlach						Requester's Employee #: 2283		Extension: 3489
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #
1	Wirtgen W200i Milling Machine (To Be Unit 9199)	1	EA	589,690.00	\$589,690.00	9700.1920.5802.00	02080/2014	709199
2	Note: Trade-In Value of \$250,000 to be applied at payment (Charge to Gain/Loss Sale of Assets - 9700.0970.6881.02)				\$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: Per Bid 14-27 and Res 14-xx						Subtotal: \$589,690.00 Tax: XXXXXXXXXX Total: \$589,690.00		
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

2014-0218

Legistar File Number

6/3/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

Submitted By

Utilities

Department

Action Required:

Approval of a construction contract with Suncoast Infrastructure, Inc. for \$76,995.00 and a contingency of \$10,000.00.

Does this item have a cost? ☒ Yes

\$86,995.00

Cost of this request

\$73,093.00

Category or Project Budget

Sewer Replace-Elkins Outfall

Program or Project Name

5400.5700.5815.00

Account Number

\$0.00

Funds Used to Date

Water/Sewer

Program or Project Category

10010.1

Project Number

-\$13,902.00

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



5/13/14

Paul A. Becker 5-14-2014

Don Allen 5-14-14

To: Fayetteville City Council

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

From: Tim Nyander, Interim Director for Water & Sewer Functions

Date: May 6, 2014

Subject: Resolution approving a construction contract with Suncoast Infrastructure, Inc. for \$76,995, Bid 14-21, to construct Elkins Outfall Gravity Sewer Improvements Phase 2 – Cured in Place Pipe Method.

RECOMMENDATION

Fayetteville City Staff recommends approval of a construction contract with Suncoast Infrastructure, Inc. for \$76,995, Bid 14-21, with a contingency of \$10,000 to construct Elkins Outfall Gravity Sewer Improvements Phase 2 – Cured in Place Pipe Method.

BACKGROUND

The City of Fayetteville was awarded a State and Tribal Assistance Grant (STAG) in 2009 for \$485,000. The grant funding is matched 55% federal to 45% local. The City's matching funds are \$396,818. The purpose of the grant is help fund the rehabilitation of the sanitary sewer system in the area of and including the Elkins outfall sewer line. \$355,698 of the grant money was used to upgrade the Fayetteville owned line that carries Elkins' wastewater flow in addition to Fayetteville flows from that area. The balance of the grant money is being used to rehabilitate gravity sewer lines within the sewer collection system that connects to the primary outfall gravity sewer line.

DISCUSSION

Under this contract, we will rehabilitate approximately 2,800' of 6" and 8" sanitary sewer main line pipe using the cured in place pipe method and internally reinstated approximately 25 sewer connections on the sewer collection system that connects to the primary outfall gravity sewer line. The City opened two bids on April 1, 2014.

Suncoast Infrastructure	\$ 76,995.00
Insituform Technologies	\$ 88,705.50
Engineer's Estimate	\$ 100,000.00

Staff reviewed the bids and recommends awarding the contract to Suncoast Infrastructure, Inc. based upon the evaluation of past work performance on projects of similar size and scope. Construction will begin and be completed this spring.

BUDGET IMPACT

Funds are available in the Elkins Outfall project and in the sewer rehabilitation project budgets. A BA is attached.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-21, TO AUTHORIZE A CONTRACT WITH SUNCOAST INFRASTRUCTURE, INC. IN THE AMOUNT OF \$76,995.00 TO CONSTRUCT PHASE TWO OF ELKINS OUTFALL GRAVITY SEWER IMPROVEMENTS, TO APPROVE A \$10,000.00 PROJECT CONTINGENCY, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-21, authorizes the Mayor to sign a contract with Suncoast Infrastructure, Inc. in the amount of \$76,995.00 to construct Phase Two of Elkins Outfall Gravity Sewer Improvements, and further approves a \$10,000.00 project contingency.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

A. 7
Bid #14-21 Suncoast
Infrastructure, Inc.
Page 4 of 8

5.0 CONTRACT AND BOND DOCUMENTS

5.1 AGREEMENT

2014 ELKINS OUTFALL GRAVITY SEWER REHABILITATION, CURED IN PLACE

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the City of Fayetteville, Arkansas, and

Suncoast Infrastructure

hereinafter called "Contractor",

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

1. The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at The City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
3. The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish The City of Fayetteville a timeline for each project as preparation for the work begins.
4. The timeline for this contract shall end _____, 2014
5. The Contractor shall be entitled to receive up to Seventy Six Thousand Nine-hundred Ninety-five. (\$76,995). The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
6. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
7. The term "Contract Documents" means and includes the Advertisement for Bids, Information for Bidders, Technical Specifications, Bid Proposal, Agreement, General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Orders and Addenda prepared or issued by the City of Fayetteville.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. It is mutually agreed that should it appear to The City of Fayetteville or to the Authorized Agent in charge, at any time during the existence of this Contract. that the sureties on the Contractor's bond have become insolvent. bankrupt, or otherwise financially unable to protect The City of Fayetteville under the terms of the Contract. The City of Fayetteville may demand the Contractor furnish additional security in some approved surety company satisfactory to The City of Fayetteville. The acts of The City of Fayetteville or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the contract. or to relieve the Contractor. The City of Fayetteville may stop performance under the Contract until additional security has been furnished by the Contractor. and The City of Fayetteville shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of The City of Fayetteville with reference to furnishing additional security, The City of Fayetteville may exercise its right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.

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

11. City 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts. each of which shall be deemed an original on the date first above written.

THE CITY OF FAYETTEVILLE

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

Attest: _____
Title: _____

CONTRACTOR: SUNCOAST INFRASTRUCTURE, INC.

By: Richard S. R.
Title: President
Company: SUNCOAST INFRASTRUCTURE, INC.
Address: P.O. BOX 397
FLORENCE, MS 39073

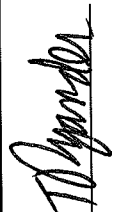
*Attest: Marybeth Harrison
Title: SECRETARY
(Corporate Seal)

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

City Of Fayetteville

(Not a Purchase Order)

City Of Fayetteville (Not a Purchase Order)										Requisition No.:	Date: 5/2/2014
Vendor #: 23430										P.O Number:	Expected Delivery Date:
Address: Suncost Infrastructure, Inc.										Mail Yes: ☐ No: ☐	Quotes Attached Yes: ☐ No: ☐
City: Florence										Taxable Yes: ☐ No: ☐	No: ☐
Requester: Cheryl Partain										Division Head Approval:	
PO Box 397 State: MS Zip Code: 39073 Ship to code: 2548 Requester's Employee #: 2548										Extension: 8224	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1	Elkins Outfall - CIPP Sanitary Sewer Rehabilitation Per Bid 14-21	1	EA	76,995.00	76,995.00	5400.5700.5815.00	10010.1				
2					\$0.00						
3					\$0.00						
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
Shipping/Handling					\$0.00						
Special Instructions:										Subtotal: \$76,995.00	
										Tax: \$0.00	
										Total: \$76,995.00	

Approvals: 
 Department Director: _____
 Budget Manager: _____
 Utilities Manager: _____
 Finance & Internal Services Director: _____
 Dispatch Manager: _____
 Purchasing Manager: _____
 IT Manager: _____
 Other: _____

City of Fayetteville Item Review Form

2014-0228

Legistar File Number

6/3/2014

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

Dale Vanderford

Submitted By

IT

Department

Action Required:

A resolution to approve a master service agreement with the Department of Information Systems with the State of Arkansas to provide database administration services and approval of a budget adjustment.

Does this item have a cost? ☒ Yes

\$60,000.00

Cost of this request

\$46,650.00

Category or Project Budget

Program or Project Name

1010.1710.5315.00

Account Number

\$7,650.00

Funds Used to Date

Program or Project Category

-\$21,000.00

Remaining Balance

General

Fund Name

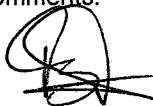
Budgeted Item? ☒ YesBudget Adjustment Attached? ☒ Yes

V20130812

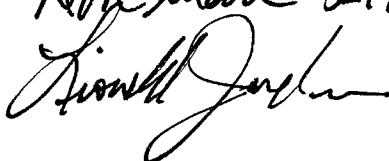
Previous Ordinance or Resolution #

Original Contract Number:

Comments:

 5/16/14

Paul A. Belcher 5-16-2014

Don Man 5-19-14


DEPARTMENTAL CORRESPONDENCE

TO: **Mayor Lioneld Jordan and Fayetteville City Council**

Thru: **Don Marr, Chief of Staff**

FROM: **Dale Vanderford, IT Project Manager**

DATE: **May 15, 2014**

SUBJECT: **Resolution to contract with the State of Arkansas for contract Database Administration staffing**

Background:

A position for Database Administration was approved as part of this year's budget, but due to the lack of qualified candidates with the specialized skills that are required, we have been unable to fill it with a qualified candidate. During the first 5 months of this year, the urgency of some of the projects that were to be assigned to this position have grown to be critical in nature. We are looking to complete some of the projects that this position was slated to complete this year by partnering with the State of Arkansas to provide us use of their competitively bid contract for temporary technical staffing. The chosen contractor will then be utilized for six months to complete the database projects that were approved for this year, as well as to create a new database environment comprised of best practice methodologies to prepare for the hiring of a permanent staff member without the pressure of incomplete critical projects factoring into the decision.

Recommendation:

It is recommended that the attached budget amendment be approved so that planned work can commence in the fiscal year 2014.

Budget Impact:

The contract amount of \$52,000 project and \$8,000 contingency is budgeted in the IT division and will be funded through salary savings in the budgeted Database Administrator position.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MASTER SERVICE AGREEMENT WITH THE STATE OF ARKANSAS DEPARTMENT OF INFORMATION SYSTEMS IN THE AMOUNT OF \$52,000.00 FOR DATABASE ADMINISTRATION SERVICES FOR THE REMAINDER OF 2014, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$8,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a master service agreement with the State of Arkansas Department of Information Systems in the amount of \$52,000.00 for database administration services for the remainder of 2014 and further approves a project contingency in the amount of \$8,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

PASSED and **APPROVED** this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor #:	6105	Vendor Name:		Dept of Information Services - State of Arkansas		Mail Yes: _____	No: _____
Address:	One Capitol Mall, PO Box 3155		Fob Point:		Taxable Yes: _____	Quotes Attached Yes: _____ No: _____	
City:	Little Rock	State:	AR	Zip Code:	72203	Ship to code: _____	
Division Head Approval: _____							

Requester:				Requester's Employee #:		Extension:			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Database Administration	1			\$60,000.00	1010-1710-5315-00			
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:		Subtotal:	<u>\$60,000.00</u>	State
		Tax:		
		Total:	<u><u>\$60,000.00</u></u>	
Approvals:				

Mayor: _____
 Finance & Internal Services Director: _____
 Dispatch Manager: _____
 Department Director: _____
 Budget Manager: _____
 Utilities Manager: _____
 Purchasing Manager: _____
 IT Manager: _____
 Other: _____

MASTER SERVICE AGREEMENT

Master Service Agreement #: 0517	AASIS Business Area #:	Term End Date: Automatic renewal per Biennium
Customer: City of Fayetteville		
Address: 113 West Mountain Street Fayetteville, Arkansas, 72701		
PLEASE DESIGNATE CUSTOMER AGENCY CONTACT INFORMATION BELOW: Customer Contact Person: Title: IT Project Manager Email Address: dvanderford@fayetteville-ar.gov Phone Number: : 479-973-4834		
For questions concerning this Master Service Agreement, please contact: DIS Contact Person: Mary McCoy, DIS Contracts Administrator Email: DIS.Contracts@arkansas.gov or mary.mccoy@arkansas.gov Fax Number: 501-682-4310		



I. Prelude

The goal of this Master Service Agreement (MSA) is to establish a master set of Terms and Conditions to govern all services rendered to Customer by the Department of Information Systems (DIS) within the term of the referenced biennium.

II. DIS Responsibilities

DIS shall be responsible for providing services in compliance with the Terms and Conditions of the MSA and with any additional Terms and Conditions contained in DIS Service Requests, as signed by all parties and incorporated herein by reference.

III. Customer Responsibilities

Customer shall be responsible for complying with the Terms and Conditions of the MSA. Customer shall provide and make available appropriate staff members to act as primary contacts pursuant to the notice provisions contained in the MSA Terms and Conditions.

IV. Term

The contract period will become effective upon execution of the MSA or on July 1, 2009, whichever date later occurs, and terminates upon the discontinuation of service pursuant to item 9 of the DIS MSA Terms and Conditions.

V. Amendments

Any amendments to the MSA shall be made in writing and signed by both parties prior to becoming effective.



VI. Estimates Only

All costs for services performed in accordance with Service Requests represent estimates only and are subject to change. DIS agrees to regularly invoice the Customer for services provided in order that the Customer may monitor the status of the Project Cost for which the Customer has sole responsibility for payment. In addition, DIS agrees to make a good faith effort to inform Customer of an increase in the Cost Estimate at the time it is determined actual costs will exceed the Cost Estimate by 25%. At that time or before, DIS and Customer shall discuss and agree, in writing, to any additional costs exceeding the applicable Cost Estimate. In any event, Customer agrees to pay DIS for all services performed by DIS in accordance with the DIS Rate Schedule including any costs for services performed that exceed the amount of the initial Cost Estimate.

VII. Termination

The termination provisions set forth in the DIS Master Service Agreement Terms and Conditions attached hereto and incorporated herein shall govern the MSA.

VIII. Availability of Funds

As a party to the MSA, Customer verifies that funds are legally available to pay DIS for services performed pursuant to the MSA and DIS Service Requests.

IX. Taxes and Fees

Taxes and fees are not covered under the terms of the MSA and may result in additional charges to Customer.

X. Public Disclosure

Upon execution of the MSA by all parties, terms of the MSA shall become available to the public pursuant to the provisions of Ark. Code Ann. § 25-19-101 et seq.

XI. Authority

The MSA shall be governed by the laws of the State of Arkansas.

MSA # «MSA_Prefix»
DIS-25B



In signing the MSA, Customer hereby agrees to all Terms and Conditions set forth herein including without limitation, DIS Master Service Agreement Terms and Conditions.

XII. Signatures

Customer _____

Department of Information Systems

One Capitol Mall

PO Box 3155

Little Rock, AR 72203-3155

Signature: _____

Signature: _____

Printed Name: _____

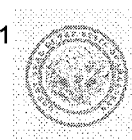
Printed Name: Claire Bailey

Title: _____

Title: Director

Date: _____

Date:



DIS Master Service Agreement Terms and Conditions

1. INTRODUCTION: As used in this document, the Department of Information Systems hereinafter will be referred to as "DIS". Any State of Arkansas agency, institution, board, commission, or governmental entity to which services are provided will hereinafter be referred to as "Customer". DIS Master Service Agreement and DIS Service Request(s), hereinafter referred to collectively as "MSA", when signed by the Customer and DIS, will incorporate DIS Terms and Conditions and become part of the Agreement, consistent with Arkansas Code Annotated, Section 25, Chapter 4. This Master Service Agreement shall govern all services rendered to Customer within the term of the referenced biennium. These Terms and Conditions shall supersede any and all existing agreements between DIS and Customer.

2. DIS SERVICE: The Customer and DIS shall sign an MSA before new DIS Service is initiated. The MSA must be signed by a person authorized to commit Customer funds. Customer shall be billed upon provision of DIS Services and Customer shall pay DIS based on DIS Service Rates.

3. CUSTOMER CERTIFICATION: By entering into the MSA, the Customer certifies that appropriations and funds are available to make payment for the DIS services to be provided.

4. AGREEMENT: Contracts for the provision of DIS services are inter-agency service agreements and are exempt from the provisions of State Purchasing Law and Regulation. Further, they are not considered to be Professional Services or Consultant Services Contracts subject to review by the Department of Finance and Administration (Office of State Procurement) nor are they required to be submitted to the Arkansas Legislative Council for advice. Agreements shall be effective when signed by the Customer and accepted by DIS.

5. RATES: DIS Service Rates are developed using generally accepted accounting principles based on costs of operations and apply to all Customers. Customer will be responsible for all costs incurred including, but not limited to materials, contract services, labor, and travel time. DIS hourly rates will be

MSA # «MSA_Prefix»
DIS-25B

Page 5 of 11



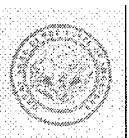
charged for all hours worked and all preparation and travel time associated with a DIS Service. DIS hourly labor rates will also be charged for all services provided to Customer during hours which may fall outside of State normal working business hours (nights, weekends and holidays). DIS periodically reviews and adjusts the rate structure. The MSA may require an adjustment to reflect any rate change including Federal Communications Commission or Public Service Commission approved tariffs.

A rate change is subject to the written approval of the Chief Fiscal Officer of the State upon the written application of the department and review by the Legislative Council in order to effect compliance with state and federal statutory and regulatory provisions. If rates charged to Customer are increased to ensure compliance with state and federal statutory and regulatory provisions, DIS will notify Customer before any changes shall be effected. DIS Rate Schedule will be periodically updated and will be located at DIS Website http://www.dis.arkansas.gov/list_rate.html.

6. AGREEMENT COMPLETION: DIS will notify Customer when the service criteria outlined in the Agreement has been met (if applicable). Customer shall notify DIS, in writing, if the services rendered are not compliant with the service criteria outlined in the Agreement. If DIS does not receive written notification of dissatisfaction from the Customer within thirty (30) working days, DIS obligations regarding the services rendered, items delivered, or tasks completed will be deemed satisfied.

7. SERVICE DELIVERY: DIS will provide services to meet the service criteria and will adjust the service if it does not meet the criteria. Customer is responsible for verifying and approving requirements, test results, and quality acceptance review prior to production status and for notifying DIS in writing within thirty (30) days if the rendered services are not compliant with the service criteria.

8. CUSTOMER ACCOUNT CODES: DIS will assign unique Customer account codes compatible with DIS Billing Systems to each Agreement for services requested by the Customer.



9. AGREEMENT CANCELLATION: Agreement(s) may be cancelled by the Customer or DIS upon provision of thirty (30) days prior written notice, to that effect, which notice is signed by an authorized representative. Upon receipt of cancellation notice, DIS shall discontinue all work currently in progress related to the Agreement(s). In the event Customer cancels an Agreement which specifies a duration or commitment term, amounts due to DIS for the unexpired portion of the term are due and payable upon cancellation to the extent that DIS has incurred costs on behalf of Customer. However, in the event of early termination of the Agreement(s), DIS will make best efforts to mitigate damages. Customer will be liable for actual fees or costs incurred by DIS as a direct result of early termination by Customer of the Agreement(s).

10. CANCELLATION CONDITION: Customer agrees to pay all charges and costs incurred by DIS including, but not limited to, equipment, software, license fees, other material and time acquired on behalf of Customer. DIS is obligated to recoup all unrecovered cost incurred on behalf of Customer. Customer may be liable for termination charges imposed upon DIS by vendors from service cancellation. If requested by the Customer within such written cancellation notice, DIS will provide, at the Customer's expense, a report of the status of the entire Customer's work in progress before discontinuing services.

11. DIS EQUIPMENT: Equipment provided by DIS remains the property of DIS. Customer will provide a limited access location with dedicated power for the equipment necessary for DIS to provide requested services. Customer will exercise due care to provide an environmentally controlled facility according to manufacturer's equipment specifications. Customer assumes responsibility for all DIS equipment while in the Customer's possession. Customer shall allow DIS reasonable access to equipment. Customer agrees to obtain DIS authorization in advance of any relocation or movement of such equipment.

12. CUSTOMER PROVIDED EQUIPMENT: Customer shall be responsible for upgrades and related cost to equipment or software necessary to maintain compatibility with supporting DIS systems.



13. DAMAGE TO OR LOSS OF DIS EQUIPMENT: Except for normal wear and tear, Customer shall be liable for repair charges or replacement costs of DIS equipment or cable damaged due to Customer negligence, intentional acts, unauthorized installation or maintenance, loss due to theft, or other causes while in Customer's possession.

14. MAINTENANCE OF EQUIPMENT: DIS will provide maintenance coverage for all equipment and cable provided in accordance with the MSA through DIS employed technicians or maintenance contracts between DIS and appropriate vendor(s). Customer is responsible for the maintenance and operation of Customer equipment or software acquired from sources other than DIS.

15. INVOICES: DIS will provide Customer with monthly invoice(s) for actual services rendered. Customer agrees to remit payment to DIS within forty-five (45) calendar days following the date of the invoice(s). DIS may assess interest charges on any past due invoice(s), in accordance with state law.

16. INVOICE DISPUTE: Customer shall notify DIS in writing concerning the details of any disputed items(s) within forty-five (45) calendar days following the date of the invoice(s). Customer remains obligated to pay all undisputed portions of the invoice(s) within the same time period.

17. INVOICE NON-PAYMENT: DIS is authorized to discontinue services to a Customer that does not make a timely remittance of payment for services rendered, and DIS is specifically prohibited from providing services to a Customer lacking funds or sufficient appropriations to pay for the services. Furthermore, in accordance with Act 1722 of 2001, DIS may request that the State Chief Fiscal Officer transfer overdue amounts from user accounts to the DIS revolving fund.

18. DATA: Any data supplied by Customer must adhere to DIS standards and procedures for equipment and data format. Customer shall provide instructions for disposition of all data and is responsible for transportation of all data inputs and outputs.



19. **SYSTEM STANDARDS:** Applications or equipment supported by DIS system(s) and network(s) shall be compatible with acceptable DIS standards and procedures. Customer shall notify DIS of any special service requirements associated with audit, security, and control prior to initiation of service.

20. **SERVICE SECURITY:** Customer is responsible for all access to DIS services and equipment at the Customer's location. Consequences of unauthorized access and activity shall be the Customer's responsibility.

Customer agrees to adhere to DIS security policies while at DIS locations. DIS access badges shall be relinquished when the accessing requirement ends.

DIS Security Policy states: "Official Business Use Only – Unauthorized Use or Access is Prohibited". This system contains governmental information. Only authorized users may access this system, and any authorized use of the system, network or information contained herein must be related to the performance of official governmental functions or business. By accessing and using this system you are consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject you to state and federal criminal prosecution and penalties as well as civil penalties or both."

21. **TOLL FRAUD:** Toll Fraud is defined as unauthorized calls made neither by, nor in collusion with, persons employed or previously employed by the Customer or agents of the Customer, and made by means of remotely accessing the Basic Customer Telephone System from another location and breaching the security of that Basic Customer Telephone System. DIS will investigate instances of Toll Fraud in collaboration with outside sources to the extent possible. Customer will not be liable for Toll Fraud charges but will be responsible for pursuing legal action attributed to, or resulting from, such Toll Fraud.



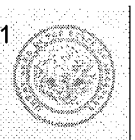
22. **INTERNAL ABUSE:** Other types of unauthorized calls including, but not limited to, direct dialed calling card and third party calls related to the Basic Customer Telephone System are classified as "internal abuse". Internal abuse includes the use of the Customer's public or private long distance network or personal call forwarding feature during non-business hours to receive personal calls at home. Any illegitimate authorization code calls will also be deemed internal abuse. These activities are not regarded as fraud. DIS will assist in the identification of the unauthorized individual committing internal abuse; however, Customer is liable for all charges incurred and is responsible for initiating any needed disciplinary or legal actions resulting from such abuse.

23. **INFORMATION DISCLOSURE:** All programs, files, documentation and other information provided by the Customer or developed by DIS for the Customer is considered owned by the Customer and will not be disclosed by DIS except pursuant to court ordered process. Any inquiries regarding Customer-owned information shall be referred to the Customer. Information relating to the use of DIS provided services by Customer is the property of DIS and is subject to disclosure in accordance with the Freedom of Information Act.

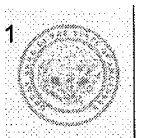
24. **SERVICE INTERRUPTION:** Under disaster conditions, DIS will make every occasioned effort to restore services as rapidly as possible but will not be responsible for damage or delays in service occasioned by disaster conditions. For purposes of a Customer's contingency plan in the event of a disaster, Customer should prepare its plan on the basis that DIS services are completely unavailable.

25. **BILLING ERRORS:** Adjustments for billing errors(s) will be made only for the errant charges identified and submitted in writing to the other party prior to the expiration of the biennial period in which charges accrued.

26. **CHANGE MANAGEMENT:** Revisions to Service Requests shall be documented in writing and approved by Customer. Revisions to MSA shall be documented in writing and approved by Customer.



27. E-RATE ELIGIBILITY: E-Rate eligibility includes Customer meeting certification requirements including but not limited to adequate budgetary resources for the undiscounted portion of any service sought. DIS shall not be held liable for failure to meet E-Rate certification. DIS shall not be responsible for any funds related to failure to meet E-Rate certification. If an audit regarding E-Rate funds on behalf of the Customer identifies ineligible funds and requires DIS to repay the ineligible funds, DIS shall bill the customer for this repayment to recoup these funds.



City of Fayetteville Item Review Form

2014-0211

Legistar File Number

May 20, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

Submitted By

Development Services

Department

Action Required:

A Resolution Ordering the Razing and Removal of a Dilapidated and Unsafe Structure owned by Stroud Investment Properties, LLC located at 540 N. Betty Jo Drive in the City of Fayetteville, Arkansas, and approving a budget adjustment.

Does this item have a cost? ☒ Yes

\$12,000.00

Cost of this request

\$2,300.00

Category or Project Budget

1010.6420.5315.04

Account Number

\$0.00

Funds Used to Date

50033.1401

Project Number

-\$9,700.00

Remaining Balance

Raze and Removal

Program or Project Category

General Fund

Fund Name

Budgeted Item? ☒ No

Budget Adjustment Attached? ☒ Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Staff Recommends Approval of the Resolution and the Budget Adjustment.

Yolanda Fields
5/2/14

Paul a. Bachman 5-5-2014

Alm May 5-5-14
Seamus Jones

Tabled to the June 3, 2014 City Council Meeting at the May 20, 2014 City Council Meeting.



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 20, 2014

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Department Director

FROM: Yolanda Fields, Community Resources Director

DATE: April 29, 2014

SUBJECT: Raze and Removal of Structure at 540 N. Betty Jo Drive

RECOMMENDATION:

Staff recommends approval of the Resolution ordering the Razing and Removal of a dilapidated and unsafe structure located at 540 N. Betty Jo Drive and to approve a budget adjustment in the amount of \$9,700 for the balance of the project.

BACKGROUND:

Service Request # 137333, Case # 19048: Code Compliance responded to a request concerning the structure located at 540 N. Betty Jo Drive. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structure was in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: *A building permit was submitted on Feb 2012 but never picked up. A Demo Permit was issued 9 NOV 2012 but not completed. Building is in violation of UDC 173.09.*

On February 28, 2014, an Unsafe Building Notice of Violation was received by the property owner. By ordinance, the property owner was given until March 31, 2014 to acquire a building permit or to raze and remove the structure.

On April 14, 2014, a Notice of Public Hearing was received by the property owner informing him of the May 20, 2014 Public Hearing.

DISCUSSION:

This parcel contains a two story 4,096 square foot multi family dwelling. The structure is not secured and has deteriorated to a point where it is no longer safe.

On April 29, 2014, the property owner was issued a Demo Permit (#59014) to Raze and Remove the structure. Due to the recent history of the property, staff is continuing normal abatement measures until the building is razed and the current Demo Permit is satisfied.

BUDGET/STAFF IMPACT:

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to current budget. A Lien will be placed on the property for the incurred costs. The current budget balance of \$2,300 is a result of another raze and removal project that was corrected by the property owners. Therefore, we are requesting a budget adjustment for \$9,700, which is the remaining balance of this raze and removal project. The winning bid amount for the project was \$12,000.

Attachments:

Attachments include a Budget Adjustment and a packet including notifications and photos.

RESOLUTION NO. _____

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY STROUD INVESTMENT PROPERTIES, LLC LOCATED AT 540 NORTH BETTY JO DRIVE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Stroud Investment Properties, LLC is the record owner of the real property located at 540 North Betty Jo Drive, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-07830-000; and,

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

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

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.09 of the Fayetteville Code of Ordinances, Stroud Investment Properties, LLC is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

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

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

PASSED and APPROVED this 20th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Code Compliance Program Unsafe Building Violation Determination

Address / Location: 540-546 Betty Jo Drive

WC Parcel # 765-07830-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

☒ *I recommend the raze and removal of the structure.*

☐ *I recommend securing the structure.*

Building Official

Observations: A building permit was submitted on Feb 2012 but never
picked up. A demo permit was issued 9 Nov 2012 but not completed.
Building is in violation of WDC 173.09 (A), (B)(1), (3), (7) & (12)
2/20/14

I have determined that the structure above is not in violation of Subsection 173.09 (A) of the Fayetteville Code Of Ordinances.

Building Official

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: February 7, 2014

SR# 137333

Date Received: 2/20/14

Case# 19048

Community Resources Division Director



VIOLATION NOTICE

February 24, 2014

Owner STROUD INVESTMENT PROPERTIES, LLC
C/O: ANITA STROUD
1690 COLONEL BARTON DR.
PRAIRIE GROVE, AR 72753

RE: Property @ 540 N BETTY JO DR, Fayetteville, AR

WC Parcel # 765-07830-000

Case # 19048

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8232.**

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

ROSCOE JOHNSON
Code Compliance Officer

Cc: file

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STROUD INVESTMENT PROPERTIES, LLC
 C/O: ANITA STROUD
 1690 COLONEL BARTON DR.
 PRAIRIE GROVE, AR 72753

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Page 8 of 20

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☒ Yes

Enter delivery address below:

10170 N. Garland McKe
 Prairie Grove AR 72753

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7013 1710 0001 3350 9524

PS Form 3811, February 2004

Domestic Return Receipt

19048 RD

102595-02-M-1540

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

2/24/14

PG, AR

Postmark
Here

R1

19048

7013 1710 0001 3350 9524

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions



April 3, 2014

Stroud Investment Properties, LLC
c/o Anita Stroud
10170 Garland McKee
Prairie Grove, AR 72753

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **540 N. Betty Jo Drive (Parcel #765-07830-000)**, should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8260.

The hearing will be part of a regular City Council meeting on **May 20, 2014** beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Chad Ball
Code Compliance Administrator

Cc: file

C. 1
Stroud Investment Properties, LLC

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: STROUD INVESTMENT PROPERTIES, LLC C/O: ANITA STROUD 10170 GARLAND MCKEE PRAIRIE GROVE, AR 72753	A. Signature ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☐ No RECEIVED APR 14 2014 CS DIVISION 3. Service Type ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service label) 7013 1710 0001 3350 9791	
PS Form 3811, February 2004 Domestic Return Receipt 190487 102595-02-M-1540	

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	4-3-K Postmark Here 15 19408
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

Parcel: 765-07830-000
Prev. Parcel: 141352-000-00
As of: 4/25/2014

Washington County Report

ID: 42417 C. 1
Stroud Investment Properties, LLC
Page 11 of 20

Property Owner

Name: STROUD INVESTMENT
PROPERTIES LLC

Mailing Address: 1690 COLONEL BARTON DR
PRAIRIE GROVE, AR 72753

Type: (RI) - Res. Improv.

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Millage Rate: 53.75

Extended Legal:

Property Information

Physical Address: 540 N BETTY JO DR

Subdivision: MAPLE TERRACE PHASE 2

Block / Lot: 003 / 012

S-T-R: 07-16-30

Size (in Acres): 0.000

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$27,000	\$5,400	\$5,400
Building:	\$12,800	\$2,560	\$2,560
Total:	\$39,800	\$7,960	\$7,960

Homestead Credit: \$0.00

Status: (V) - Verify

Note: Tax amounts are estimates only. Contact the county
tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-07830-000
 Prev. Parcel: 141352-000-00
 As of: 4/25/2014

Washington County Report

ID: 42417 C. 1
 Stroud Investment Properties, LLC
 Page 12 of 20

Tax History:

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	Net Total Tax	Total Tax Paid	Amount Due
2013	\$7,960	\$427.85	\$0.00	\$0.00	\$0.00	\$0.00	\$427.85	\$0.00	\$427.85
2012	\$7,960	\$427.85	\$0.00	\$0.00	\$0.00	\$0.00	\$427.85	\$427.85	\$0.00
2011	\$28,590	\$1,536.71	\$0.00	\$0.00	\$0.00	\$0.00	\$1,536.71	\$1,536.71	\$0.00
2010	\$28,590	\$1,551.01	\$0.00	\$0.00	\$0.00	\$0.00	\$1,551.01	\$1,551.01	\$0.00
2009	\$42,760	\$2,202.14	\$0.00	\$0.00	\$0.00	\$0.00	\$2,202.14	\$2,202.14	\$0.00
2008	\$48,560	\$2,500.84	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.84	\$2,500.84	\$0.00
2007	\$32,835	\$1,694.29	\$0.00	\$0.00	\$0.00	\$0.00	\$1,694.29	\$1,694.29	\$0.00

Available Tax Payment Receipt(s):

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty	Payment
2012	68599	10/9/2013	\$427.85	\$0.00	\$0.00	\$0.00	\$0.00	\$427.85
2011	12465	4/30/2012	\$1,536.71	\$0.00	\$0.00	\$0.00	\$0.00	\$1,536.71
2010	20407	5/2/2011	\$1,551.01	\$0.00	\$0.00	\$0.00	\$0.00	\$1,551.01
2009	13132	5/14/2010	\$2,202.14	\$0.00	\$0.00	\$0.00	\$0.00	\$2,202.14
2008	12743	4/27/2009	\$2,500.84	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.84
2007	14445	4/28/2008	\$1,694.29	\$0.00	\$0.00	\$0.00	\$0.00	\$1,694.29

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
10/19/2012	2012	31863	Warr. Deed	66.00	\$20,000	STROUD INVESTMENT PROPERTIES LLC	Unval.	Improved
2/5/2007	2007	5301	Warr. Deed	871.20	\$264,000	BARNETT, CORNELIA A	Valid	Improved
5/5/2000	2000	37647	Warr. Deed	3630.00	\$1,100,000	BEARD, MARSHA ANN	Additional Properties	Improved
8/12/1999	99	75172	Warr. Deed	9570.00	\$2,900,000	NEAL, RICKY R & SHELIA A	Additional Properties	Improved
1/1/1985	1038	426	Warr. Deed	0.00	\$0	LAZENBY, WILLIAM A		

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Multi. Family	TWO	Masonry & Frame	2048	2048	4096	4+10	1985	25	Average	N/A

Exterior Wall: MF COMBO
Foundation: Slab
Floor Struct: ElevSlab
Floor Cover: Carpet & Tile

Plumbing: Full: 4 Half: 4
Fireplace: N/A
Heat / Cool: Central
Basement: N/A

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Parcel: 765-07830-000
Prev. Parcel: 141352-000-00
As of: 4/25/2014

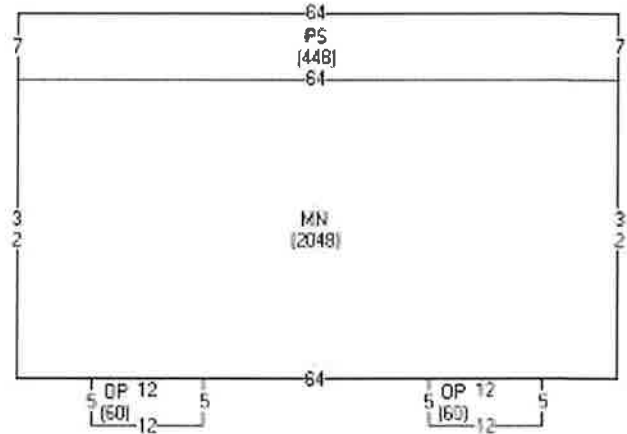
Washington County Report

ID: 42417 C. 1
Stroud Investment Properties, LLC
Page 13 of 20

Insulation: Ceilings Walls
Roof Cover: Asphalt Shingle
Roof Type: Hip

Basement Area: N/A
Year Remodeled: N/A
Style: N/A

DataScout, LLC



Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	2048
B	PS	Patio slab	448
C	OP	Porch, open	60
D	OP	Porch, open	60
E	WD	Wood deck	320
F	PCB	Patio cover, built-up	320

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Driveway, concrete		40x65	1		
Driveway, concrete		18x22	1		
Fence, wood 6'		175	1		
Porch, open		4x64			
Patio cover, built-up		12x16			
G.P. Barn Lean-To		8x16			

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As of: 4/25/2014

Washington County Report

ID: 42417 C. 1
Stroud Investment Properties, LLC
Page 14 of 20

Map:



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04.30.2014 15:44



04.30.2014 15:48





City of Fayetteville Item Review Form

2014-0231

Legistar File Number

June 3, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

Submitted By

Utilities

Department

Action Required:

Approving a claim settlement for wastewater damage with Bonnie G. Turner, 1532 Hillcrest, for \$24,445.61, and approving a budget adjustment.

Does this item have a cost?

\$25,552.15

Cost of this request

\$25,417.98

Category or Project Budget

Self Insurance - Non Vehicle

Program or Project Name

5400.4410.5311.04

Account Number

Funds Used to Date

Sewer Mains Maintenance

Program or Project Category

N/A

Project Number

-\$134.17

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? Yes

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



Along with 5/20/14
[Signature]

CITY COUNCIL AGENDA MEMO
MEETING DATE OF June 3rd, 2014

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Tim Nyander, Interim Director for Water and Sewer Functions

Date: May 19th, 2014

Subject: Claim Settlement – Mrs. Bonnie G. Turner, 1532 Hillcrest

RECOMMENDATION

City Administration recommends approving a claim settlement for water damage with Bonnie G. Turner, 1532 Hillcrest, for \$25,552.15 and approving a budget adjustment.

BACKGROUND

At approximately 11:30 AM on Saturday, April 5, 2014, there was a wastewater blockage caused by roots in the sewer main on Hillcrest. The blockage caused the sewer main to backup surcharge. 1532 Hillcrest has a basement that is at or below grade of sewer main. Wastewater began to flow from the City sewer main into the private sewer line at 1532 Hillcrest and into the basement of the residence. Sewer poppers were previously installed by the City in the residential clean out, but due to the grade of the basement were ineffective. The owners contacted a plumber and later contacted the City. City Staff removed the blockage returning the sewer main to normal flow. City crews later televised, root cut and applied root killer to the sewer main.

Ordinance 5504 identifies the water and wastewater claims process. Normally in a situation as this, City Crews will contact a licensed, accredited restoration service company to clean and disinfect the affected areas, and the Water and Sewer Division will be directly billed by the restoration service contractor. Mrs. Turner however informed City Staff on site that she had already contacted a restoration service company that she had a previous relationship with and would be using them. In that the restoration service Mrs. Turner contacted me the licensed, accredited criteria, the company affected the cleanup and disinfection, as well as provided a quote for restoration construction.

DISCUSSION

City Staff have worked out with Mrs. Turner to pay for the restoration service and replacement construction costs. Per the attached acceptance document, Mrs. Turner agrees to this settlement, provided it is approved by the City Council.

BUDGET IMPACT

The budget adjustment moves funds into the sewer mains maintenance self-insurance account. This single claim is higher than normal annual funding provided for these type of events.

RESOLUTION NO. _____

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C)(4) TO AUTHORIZE THE MAYOR TO PAY \$25,552.15 TO BONNIE G. TURNER IN SETTLEMENT OF A DAMAGE CLAIM ARISING AT 1532 N. HILLCREST AVENUE, AND TO APPROVE 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, pursuant to Fayetteville Code of Ordinances subsection 39.10(C)(4), authorizes the Mayor to pay \$25,552.15 to Bonnie G. Turner in settlement of a wastewater damage claim arising at 1532 N. Hillcrest Avenue.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



May 19, 2014

Bonnie G. Turner
1532 Hillcrest
Fayetteville, Arkansas 72703

Subject: Residential Claim, Wastewater Incident

Dear Mrs. Turner:

The City of Fayetteville offers to settle your claim for the amount of the adjusted rate of \$25552.15 in accordance with the City of Fayetteville Ordinance Number 5504. This offer is contingent upon approval by the Mayor and City Council. In order to take this to the City Council, the attached acceptance of offer needs to be signed and returned to me.

This offer is to reimburse you for restoration services to your basement that was caused by a backflow of wastewater from a City sewer main into your private sewer service. The event occurred approximately 11:30 AM on Saturday, April 5, 2014.

This offer does not include reimbursement for the installation of the backflow device that you installed on your private sewer service. Previously, City Staff had installed sewer poppers on your clean-out as is Division policy, but due to the depth of the private sewer line the poppers were ineffective in preventing a backflow incident in your basement.

The City sincerely regrets the incident. To help prevent a possible recurrence of a backflow event, City staff televised the sewer main, root-cut the sewer main, and added root killing chemicals to the sewer main.

Sincerely,

City of Fayetteville

Tim Nyander
Water and Sewer Operations Manager

cc: City Attorney

ACCEPTANCE OF OFFER

The undersigned does hereby accept the offer of \$25,552.15 in full settlement and satisfaction of, and as sole consideration for, the final release and discharge of all actions, rights, causes of action, claims and demands whatsoever that now exist or may hereafter accrue against the City of Fayetteville, a municipal corporation, and the elected officials and employees thereof, charged or who or which may be charged with responsibility for injuries to the person and property of the undersigned, the treatment thereof, and all consequences following therefrom, as a result of the event which occurred on or about the 5th day of April, 2014 at or near 1532 Hillcrest, Fayetteville, Arkansas, and for which the undersigned claims the above-names parties are legally liable in damages (which legal liability and damages are disputed and denied), and acknowledging that nothing herein shall be construed to alter, limit or otherwise compromise the immunity afforded the City of Fayetteville und the Constitution and Statutes of the State of Arkansas, and;

The undersigned agrees as further consideration and inducement for this settlement, that is shall apply to all known, unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as those now asserted and disclosed.

Signed this _____ day of _____, 2014

By: _____
Bonnie G. Turner
1532 Hillcrest
Fayetteville, Arkansas 72703



CITY OF FAYETTEVILLE CLAIM FORM

INSTRUCTIONS: Complete this form clearly stating the reason for the claim, amount you are claiming, all contact information, and attach appropriate documentation including receipts, estimates, photos, etc. Substantive documentation (written estimates and/or receipts, proof of incident, etc.) **MUST** be provided to establish all monetary values. Additional sheets may be added. Failure to provide all information and fully substantiate your claim will result in the claim being rejected. Filing a claim does not imply approval; claims will be investigated before a decision is rendered; claims received more than 30 days after the incident will be rejected. Claims containing inaccurate or fraudulent information will be rejected. Please mail to or hand-deliver documents to:

City Administration Building, Attention: Mayor's Office
113 W. Mountain, Fayetteville, AR 72701
Phone 479-575-8330 Fax 479-575-8257

CLAIMANT INFORMATION
(please print neatly)

Full Name: TURNER BONNIE G Email Address: BONNIE@EUREKAPIZZA.COM
Last Name, First Name, Middle Initial

Street Address: 1532 Hillcrest

City, State & Zip: Fayetteville AR 72703

Daytime Phone Number: 479-466-2045 Alternate Phone Number: 479-444-7467

INCIDENT INFORMATION

Address/Location of Occurrence: 1532 Hillcrest, Fayetteville AR 72703

Date and Time of Occurrence: 4/5/14 11:30 AM Amount Being Claimed: \$

Nature of Occurrence: Sewer Backup Water Street Related Other:

Do you have insurance which covers your damage in this incident? Yes Deductible Amt. \$ 0
The City will not pay a claim in an amount exceeding a Claimant's insurance deductible, if covered.

The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s):
(attached additional sheet if necessary)

THE CITY OF FAYETTEVILLE SEWER LINE BACKED UP AND FLOODED
OUR BASEMENT WITH RAW SEWAGE, RUINING CARPET, LOWER
WALLS, FIXTURES AND CONTENTS AND REQUIRING PROFESSIONAL
CLEAN UP.

By signing below, I acknowledge that the above-provided information is true and correct to the best of my knowledge and belief.

Claimant's Signature <u>Bonnie Turner</u>	Date <u>4/22/14</u>
<u>Pam Henson</u>	Shaded area for City staff use only <u>4/23/14</u>
Received by <u>Tim W. Will Winn</u>	Date Received <u>4/23/14</u>
Referred to <u>Tommy</u>	Date <u>19 MAY 14</u>
Department Director Signature <u>Tommy</u>	Date <u>19 MAY 14</u>
Accepted <u> </u>	Amount <u>\$25,552.15</u>
	Account # <u>5400-4410-</u>
	Denied <u>5311.04</u>

Bonnie & Stephen Turner 1532 Hillcrest, Fayetteville 72703

Complete Restoration											
Repair								Move			
			Baseboard					Contents		Sales	
	Cabinetry	Toilet	Trim	Drywall	Paint	Carpet	Casing	Salvaged	Misc	Tax	Total
Bathroom **	290.99	282.48	41.65				35.26		103.52	1074.92	
Closet			104.72	156.27	108.28	116.65					
Laundry Room			15.04	35.34			36.00				
Kitchen (Sewing Room)	140.34		143.69	242.52	177.39		35.62	183.43			
Sunroom			133.25	262.60	207.28						
Hallway			158.47	65.79		99.79					
Bedroom			292.51	182.81	129.78	811.43	36.00				
Gameroom (Music Studio & Den)	3,500.60		339.46	64.82	31.08	2,018.94	176.16				
Stairs			13.36	18.48		233.00					
Totals	3,931.93	282.48	1,242.15	1,028.63	653.81	3,279.81	319.04	183.43	103.52	1,074.92	12,099.72
Adjustment for Vanity & Toilet	1,106.54										1,106.54
	5,038.47										13,206.26

** Complete Restoration
made an error on the Bathroom
Vanity and toilet. These will
not be "reset" because they
were torn out in the
mitigation and destroyed.
The quote I have
for the vanity and the built ins
is \$4,898.13 for both. I have
not priced out the toilet and
installation yet.



Complete Restoration Inc.

P.O. Box 162
Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
Tax ID 71-0710869 * crcadmin@cox-internet.com

Client: Stephen Turner (Sewer Mitigation)
Home: Hillcrest Ave
Fayetteville, AR 72703

Home: (479) 444-7467

Operator: CRCADMIN

Estimator: Bob Lively
Position: Project Manager
Company: Complete Fire & Water Damage Inc.
Business: P. O. Box 162
Springdale, AR 72765

Business: (479) 756-5383
E-mail: Genek@cox-internet.com

Type of Estimate: Sewage
Date Entered: 4/7/2014 Date Assigned: 4/5/2014
Date Est. Completed: 4/10/2014 Date Job Completed:

Price List: ARFA8X_APR14
Labor Efficiency: Restoration/Service/Remodel
Estimate: TURNER4404REPAIR

THIS IS A STATEMENT FOR EMERGENCY SEWER DAMAGE CLEANUP.



Complete Restoration Inc.

P.O. Box 162
Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
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TURNER4404REPAIR

Basement

Bathroom

Height: 8'

Door 2' 4" X 6' 8" Opens into HALLWAY
Window 2' 10" X 1' 6" Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Toilet - Detach	1.00 EA @	29.25 =	29.25
2. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	76.91 SF @	1.02 =	78.45
3. Apply anti-microbial agent - after hours	364.57 SF @	0.23 =	83.85
4. Air mover (per 24 hour period) - 1 dryer - 3 days	3.00 EA @	26.14 =	78.42
5. Dehumidifier (per 24 hour period) - 1 D.H. - 3 days	3.00 EA @	57.12 =	171.36
6. Deodorize building - Ozone treatment	615.31 CF @	0.03 =	18.46

Heat, Vent, & Cool

Height: 8'

Door 2' 8" X 6' 8" Opens into GAME_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
7. Apply anti-microbial agent - after hours	124.89 SF @	0.23 =	28.72
8. Air mover (per 24 hour period) - 1 dryer - 3 days	3.00 EA @	26.14 =	78.42

Closet

Height: 8'

Door 2' 6" X 6' 8" Opens into GAME_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
9. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	30.61 SF @	0.42 =	12.86
10. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	30.61 SF @	0.20 =	6.12
11. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	21.07 LF @	4.34 =	91.44
12. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	30.61 SF @	1.02 =	31.22
13. Baseboard - Detach	21.07 LF @	0.71 =	14.96
14. Apply anti-microbial agent - after hours	202.48 SF @	0.23 =	46.57
15. Air mover (per 24 hour period) - 1 dryer - 3 days	3.00 EA @	26.14 =	78.42
16. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	30.61 SF @	1.34 =	41.02
17. Apply anti-microbial agent	202.48 SF @	0.16 =	32.40
Apply second trip after vinyl tile removal			
18. Deodorize building - Ozone treatment	244.91 CF @	0.03 =	7.35



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Laundry Room

Height: 8'

Door 2' 8" X 6' 8" Opens into KITCHEN
Window 3' 1" X 4' Opens into Exterior
Door 2' 8" X 6' 8" Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. Apply anti-microbial agent - after hours	260.78 SF @	0.23 =	59.98
20. Air mover (per 24 hour period) - 2 dryers - 3 days	6.00 EA @	26.14 =	156.84
21. Deodorize building - Ozone treatment	464.00 CF @	0.03 =	13.92

Kitchen

Height: 8'

Door 2' 6" X 6' 8" Opens into HOT_WATER_TA
Missing Wall 14' 10 5/8" X 8' Opens into GAME_ROOM
Missing Wall 1' 10" X 8' Opens into GAME_ROOM
Door 2' 8" X 6' 8" Opens into LAUNDRY_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
22. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	26.50 LF @	4.34 =	115.01
23. Drill holes for wall cavity drying	8.00 EA @	0.34 =	2.72
24. Baseboard - Detach	48.39 LF @	0.71 =	34.36
25. Apply anti-microbial agent - after hours	636.57 SF @	0.23 =	146.41
26. Air mover (per 24 hour period) -3 dryers - 3 days	9.00 EA @	26.14 =	235.26
27. Deodorize building - Ozone treatment	1,892.36 CF @	0.03 =	56.77

Sun Room

Height: 8'

Missing Wall - Goes to Floor 8' 8" X 6' 8" Opens into GAME_ROOM
Window 1' 4" X 6' Opens into Exterior
Window 1' 4" X 6' Opens into Exterior
Window 1' 4" X 6' Opens into Exterior
Window 1' 4" X 6' Opens into Exterior
Window 1' 4" X 6' Opens into Exterior
Door 5' 11" X 6' 8" Opens into Exterior
Window 1' 4" X 6' Opens into Exterior
Window 1' 4" X 6' Opens into Exterior
Window 1' 4" X 6' Opens into Exterior
Window 1' 4" X 6' Opens into Exterior



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Window	1' 4" X 6'	Opens into Exterior		
DESCRIPTION	QTY	UNIT PRICE	TOTAL	
28. Apply anti-microbial agent - after hours	342.72 SF @	0.23 =	78.83	
29. Air mover (per 24 hour period) - 2 dryers - 3 days	6.00 EA @	26.14 =	156.84	
30. Deodorize building - Ozone treatment	863.56 CF @	0.03 =	25.91	

Hallway		Height: 8'
Missing Wall	2' 7 1/2" X 8'	Opens into STAIRS
Door	2' 4" X 6' 8"	Opens into BATHROOM
Missing Wall	4' 2" X 8'	Opens into GAME_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL	
31. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	30.99 SF @	0.42 =	13.02	
32. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	30.99 SF @	0.20 =	6.20	
33. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	5.67 LF @	4.34 =	24.61	
34. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	30.99 SF @	1.02 =	31.61	
35. Baseboard - Detach	14.37 LF @	0.71 =	10.20	
36. Apply anti-microbial agent - after hours	149.09 SF @	0.23 =	34.29	
37. Air mover (per 24 hour period) - 3 dryers - 3 days	9.00 EA @	26.14 =	235.26	
38. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	30.99 SF @	1.34 =	41.53	
39. Apply anti-microbial agent	149.09 SF @	0.16 =	23.85	
Apply second trip after vinyl tile removal				
40. Deodorize building - Ozone treatment	247.95 CF @	0.03 =	7.44	

Bedroom		Height: 8'
Window	2' 10" X 1' 6"	Opens into Exterior
Window	2' 10" X 1' 6"	Opens into Exterior
Door	2' 8" X 6' 8"	Opens into GAME_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL	
41. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	212.97 SF @	0.42 =	89.45	
42. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	212.97 SF @	0.20 =	42.59	
43. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	25.75 LF @	4.34 =	111.76	
44. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	212.97 SF @	1.02 =	217.23	
45. Baseboard - Detach	55.83 LF @	0.71 =	39.64	
46. Apply anti-microbial agent - after hours	654.69 SF @	0.23 =	150.58	
47. Air mover (per 24 hour period) - 2 dryers - 3 days	6.00 EA @	26.14 =	156.84	

TURNER4404REPAIR

4/10/2014

Page: 4



Complete Restoration Inc.

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Tax ID 71-0710869 * crcadmin@cox-internet.com

CONTINUED - Bedroom

DESCRIPTION	QTY	UNIT PRICE	TOTAL
48. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	212.97 SF @	1.34 =	285.38
49. Apply anti-microbial agent	654.69 SF @	0.16 =	104.75
Apply second trip after vinyl tile removal			
50. Deodorize building - Ozone treatment	1,703.78 CF @	0.03 =	51.11

Game room

Height: 8'

Window	3' X 4'	Opens into Exterior
Missing Wall - Goes to Floor	8' 8" X 6' 8"	Opens into SUN_ROOM
Missing Wall	1' 10" X 8'	Opens into KITCHEN
Missing Wall	14' 10 5/8" X 8'	Opens into KITCHEN
Door	2' 8" X 6' 8"	Opens into HEAT_VENT_
Missing Wall	4' 2" X 8'	Opens into HALLWAY
Door	2' 6" X 6' 8"	Opens into CLOSET
Door	2' 8" X 6' 8"	Opens into BEDROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
51. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	505.16 SF @	0.42 =	212.17
52. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	505.16 SF @	0.20 =	101.03
53. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	34.85 LF @	4.34 =	151.25
54. Apply anti-microbial agent - after hours	1,013.43 SF @	0.23 =	233.09
55. Baseboard - Detach	62.28 LF @	0.71 =	44.22
56. Air mover (per 24 hour period) - 4 dryers - 3 days	12.00 EA @	26.14 =	313.68
57. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	505.16 SF @	1.34 =	676.91
58. Apply anti-microbial agent	1,013.43 SF @	0.16 =	162.15
Apply second trip after vinyl tile removal			
59. Dehumidifier (per 24 hour period) - 1 D.H. - 3 days	3.00 EA @	57.12 =	171.36
60. Deodorize building - Ozone treatment	4,041.30 CF @	0.03 =	121.24

Stairs

Height: 17'

Missing Wall	2' 7 1/2" X 17'	Opens into HALLWAY
--------------	-----------------	--------------------

TURNER4404REPAIR

4/10/2014

Page: 5



Complete Restoration Inc.

P.O. Box 162
Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
Tax ID 71-0710869 * crcadmin@cox-internet.com

Subroom: Landing (2)			Height: 17'
Missing Wall	2' 9 1/2" X 17'	Opens into STAIRS	
Missing Wall	2' 10 11/16" X 17'	Opens into HOT_WATER_TA	
Subroom: Hot Water Tank (1)			Height: 17'
Missing Wall	2' 10 11/16" X 17'	Opens into LANDING	
Missing Wall	2 5/16" X 17'	Opens into STAIRS	
Door	2' 6" X 6' 8"	Opens into KITCHEN	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
61. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	33.03 SF @	0.42 =	13.87
62. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	33.03 SF @	0.20 =	6.61
63. Apply anti-microbial agent - after hours	247.58 SF @	0.23 =	56.94

General Provisions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
64. Emergency service call - after business hours	1.00 EA @	164.76 =	164.76
65. Haul debris - per pickup truck load - including dump fees	2.00 EA @	92.94 =	185.88
66. Equipment decontamination charge - per piece of equipment	1.00 EA @	26.94 =	26.94
67. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR @	39.23 =	117.69
68. Add for personal protective equipment - 5 persons 2 trips	10.00 EA @	17.78 =	177.80
69. Personal protective gloves - Disposable (per pair)	15.00 EA @	0.34 =	5.10
70. Add for HEPA filter (for negative air exhaust fan)	1.00 EA @	182.44 =	182.44
71. Water Extraction & Remediation Technician - per hour	40.00 HR @	78.36 =	3,134.40
72. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA @	385.30 =	385.30
Vinyl tile and content debris			
73. Content Manipulation charge - per hour	8.00 HR @	24.37 =	194.96
move contents for vinyl tile removal.			
74. Cleaning & Remediation - Supervisory - per hr	10.00 HR @	82.38 =	823.80



Complete Restoration Inc.

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Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
Tax ID 71-0710869 * crcadmin@cox-internet.com

Grand Total Areas:

2,916.91 SF Walls	1,317.61 SF Ceiling	4,234.51 SF Walls and Ceiling
1,345.07 SF Floor	149.45 SY Flooring	329.86 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	383.94 LF Ceil. Perimeter
1,345.07 Floor Area	1,413.58 Total Area	2,445.60 Interior Wall Area
1,238.53 Exterior Wall Area	155.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



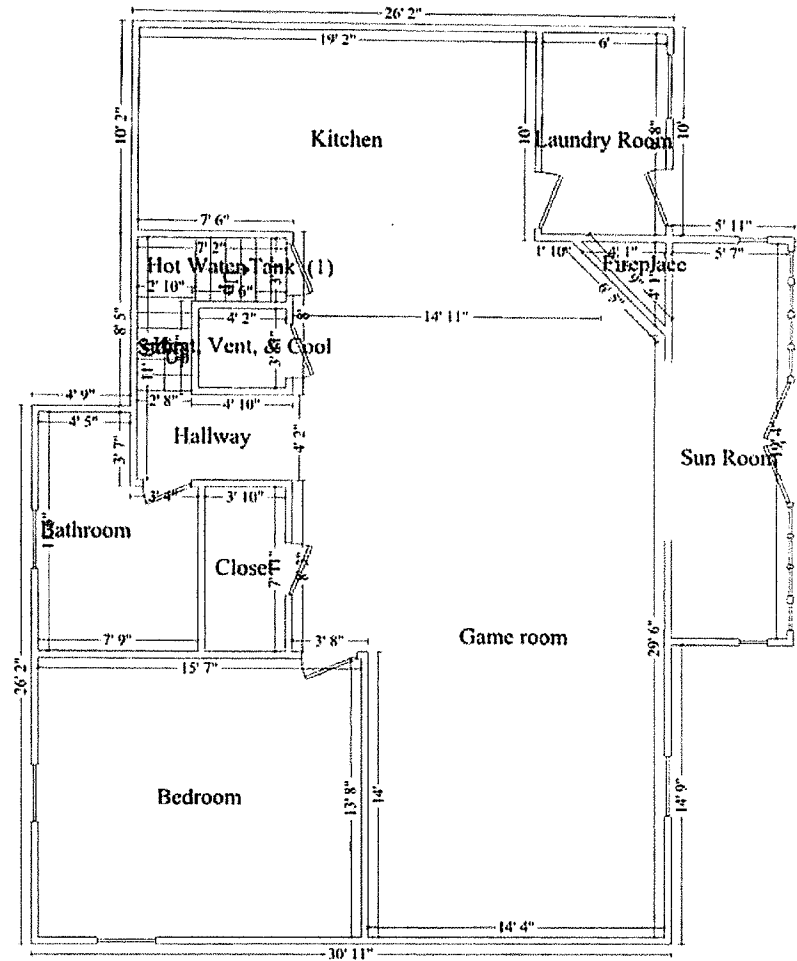
Complete Restoration Inc.

P.O. Box 162
Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
Tax ID 71-0710869 * creadmin@cox-internet.com

Summary

Line Item Total	11,353.07
Total Sales Tax	992.82
Replacement Cost Value	\$12,345.89
Net Claim	\$12,345.89

Bob Lively
Project Manager



City of Fayetteville Item Review Form

2014-0229

Legistar File Number

06/3/2014

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

Jesse Fulcher

Submitted By

Development Services

Department

Action Required:

VAC 14-4623: Vacation (229 N. SCHOOL ST./PARKING DECK, 484): Submitted by THE CITY OF FAYETTEVILLE for property located at 229 NORTH SCHOOL AVENUE. The property is zoned MSC, MAIN STREET/CENTER and contains approximately 1.16 acres. The request is to vacate a utility easement and right-of-way easement.

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

\$0.00

Project Number

Remaining Balance

Fund Name

Budgeted Item? ☐

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



Jesse Fulcher
Don M... 5/19/14
Frank...

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 3, 2014

TO: Fayetteville City Council

THRU: Jeremy Pate, Development Services Director *JP*

FROM: Jesse Fulcher, Senior Planner

DATE: May 15, 2014

SUBJECT: **VAC 14-4623: Vacation (229 N. SCHOOL ST./PARKING DECK, 484):**
Submitted by THE CITY OF FAYETTEVILLE for property located at 229 NORTH SCHOOL AVENUE. The property is zoned MSC, MAIN STREET/CENTER and contains approximately 1.16 acres. The request is to vacate a utility easement and right-of-way easement.

RECOMMENDATION:

The Planning Commission recommends approval of an ordinance to vacate a utility easement and right-of-way easement as requested by the applicant. Planning Division staff recommends approval of the request.

BACKGROUND:

The development site is located at the northwest corner of School Avenue and Spring Street and is part of the overall Walton Arts Center property. The Planning Commission approved a large scale development for a three-level parking deck in April 2013. In order to construct the parking deck structure, two existing easements must be vacated and several overhead utility lines must be relocated as part of the development.

The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with no objections. The areas being vacated are surrounded entirely by property owned by the applicant.

DISCUSSION:

On February 24, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 7-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 14-4623 SUBMITTED BY THE CITY OF FAYETTEVILLE FOR PROPERTY LOCATED AT 2229 N. SCHOOL AVENUE TO VACATE A 5 FOOT UTILITY EASEMENT AND A 10 FOOT RIGHT-OF-WAY EASEMENT.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility and right-of-way easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility and right-of-way easements as shown in Exhibit "B" attached hereto and made a part thereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the following conditions of approval and shall not be in effect until the conditions are met:

1. Existing utility lines along School Avenue shall be relocated underground subject to final route approval by Cox Communications and AEP/SWEPCO.
2. At least two 4" conduits shall be installed on the west side of School Avenue between the parking deck and the Walton Arts Center building.
3. The north 28.02 feet of the utility easement and right-of-way easement shall be retained, or the City of Fayetteville shall dedicate a new utility easement as required by AEP. The northern 28.02 feet shall be vacated as well if a new easement is dedicated.
4. Any damage or relocation of existing facilities shall be at the owner/developer's expense.

PASSED and **APPROVED** this day of , 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

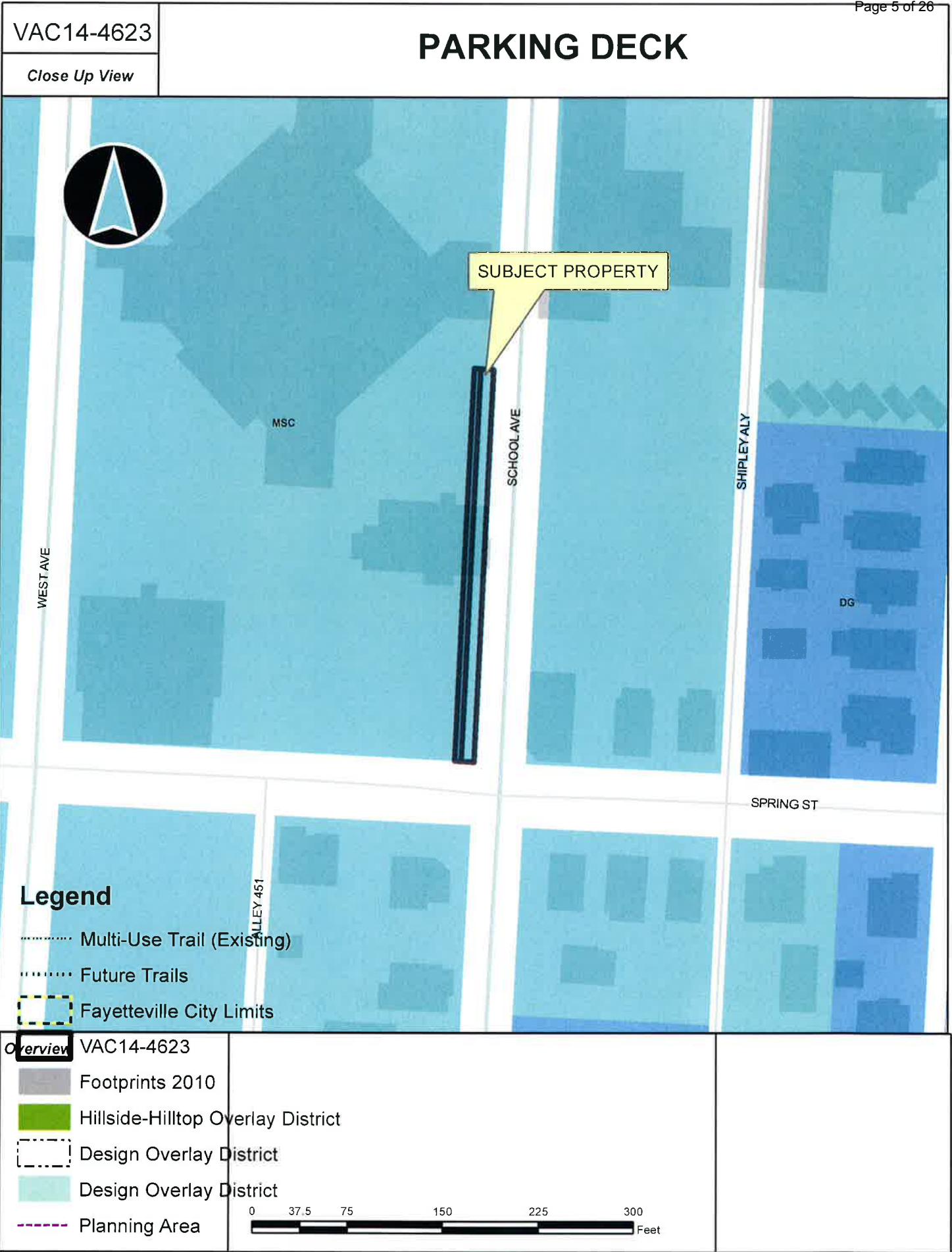


EXHIBIT "B"
VAC 14-4623

LEGAL: A FIVE (5) FEET WIDE EASEMENT LOCATED IN BLOCK SIX (6) FAYETTEVILLE ORIGINAL, CITY OF FAYETTEVILLE, ARKANSAS

A five (5) feet wide easement paralleling the West right-of-way and easement line of School Avenue, more particularly described as:

A part of Block Six (6) in the Original Town (now City) Plat of Fayetteville, Arkansas, more particularly described as beginning at a point Ten (10) feet West of the Southeast corner of said Block Six (6), and running thence West 5 feet; thence North 311.0 feet; thence East 5.0 feet; thence South 311.0 feet to the point of beginning. LESS AND EXCEPT that portion of the above-described property presently covered by existing buildings.

LEGAL: A TEN (10) FEET WIDE EASEMENT LOCATED IN BLOCK SIX (6) FAYETTEVILLE ORIGINAL, CITY OF FAYETTEVILLE, ARKANSAS

Ten (10) feet of equal and uniform width off the East side of the following described property:

A part of Block Six (6), Original Town (now City) Plat of Fayetteville, Arkansas, more particularly described as beginning at the Southeast corner of said Block Six (6) and running thence West 162.5 feet; thence North 311.0 feet; thence East 162.5 feet; thence South 311.0 feet to the point of beginning, containing 1.16 acres, more or less. LESS AND EXCEPT that portion of the above-described property presently covered by existing buildings.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: May 15, 2014

SUBJECT: **VAC 14-4623: Vacation (229 N. SCHOOL ST./PARKING DECK, 484):**
 Submitted by THE CITY OF FAYETTEVILLE for property located at 229 NORTH SCHOOL AVENUE. The property is zoned MSC, MAIN STREET/CENTER and contains approximately 1.16 acres. The request is to vacate utility and right-of-way easements.

RECOMMENDATION:

Staff recommends forwarding **VAC 14-4623** to the City Council with a recommendation for approval with conditions.

BACKGROUND:

The development site is located at the northwest corner of School Avenue and Spring Street and is part of the overall Walton Arts Center property. The Planning Commission approved a large scale development for a three-level parking deck in April 2013. In order to construct the parking deck structure, two existing easements must be vacated and several overhead utility lines must be relocated as part of the development. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Walton Arts Center	Main Street Center, MSC
South	Parking lot/Office	Main Street Center, MSC
East	Parking lot/Commercial	Main Street Center, MSC
West	Grub's/Porter Building	Main Street Center, MSC -4

DISCUSSION:

Request: The request is to vacate an existing 5 foot utility easement and 10 foot right-of-way easement along School Avenue. American Electric Power (AEP/SWEPCO) has requested that the north 28.02 feet of both easements be retained to cover an existing power pole and power line that will remain in place.

Easement Vacation Approval: The applicant has submitted the required easement vacation forms to the City Utility Departments and applicable franchise utilities, with no objections. However, there are several existing utility lines along School Street will be relocated as part of the overall development. Conditions of approval are included.

UTILITIES

RESPONSE

Cox Communications

Subject to relocating overhead lines and installing 4" conduit from the Spring Street pole to the southeast corner of the WAC building.

AEP/SWEPCO

Subject to relocating overhead lines and maintaining the north 28.02' of both the 5' easement and 10' right-of-way easement.

Ozarks Electric Power Company

No objections

Source Gas

No objections

AT&T

Any damage or relocation is at the developer's expense.

CITY OF FAYETTEVILLE:

RESPONSE

Water/Sewer

No objections

Recycling & Trash Collection

No objections

Transportation

No objections

Public Comment:

No public comment has been received.

Recommendation:

Staff recommends forwarding **VAC 14-4623** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Existing utility lines along School Avenue shall be relocated underground subject to final route approval by Cox Communications and AEP/SWEPCO.
2. At least two 4" conduits shall be installed on the west side of School Avenue between the parking deck and the Walton Arts Center building.
3. The north 28.02 feet of the utility easement and right-of-way easement shall be retained, or the City of Fayetteville shall dedicate a new utility easement as required by AEP. The northern 28.02 feet shall be vacated as well if a new easement is dedicated.
4. Relocation of existing utilities shall be at the owner/developer's expense.

PLANNING COMMISSION ACTION: Required

Date: February 24, 2014 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: Cook **Second:** Chesser **Vote:** 7-0-0 (Consent Agenda)

CITY COUNCIL ACTION: Required

Date: June 3, 2014 ☐ Approved ☐ Denied

BUDGET/STAFF IMPACT:

None

Attachments:

Request Letter
Petition to Vacate
Vacation Plat
Utility Approvals
Legal Descriptions
Close Up Map
One Mile Map



www.accessfayetteville.org

February 7, 2014

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

Re: Easement Vacation Request

To Planning Staff,

The request is to vacate a 5 foot utility easement and 10 foot right-of-way easement along the west side of School Avenue between Spring Street and Dickson Street. Existing utility lines will be relocated as required by each utility provider during construction of the downtown parking deck.

Please do not hesitate to contact me at (479) 575-8308 or jfulcher@fayetteville-ar.gov if you have any questions.

Sincerely,

Jesse Fulcher

SAMPLE PETITION*

PETITION TO VACATE a utility *easement and right-of-way* shown by the attached easement vacation plat and legal description **LOCATED IN the CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the attached easement vacation plat hereinafter sought to be abandoned and vacated as shown on attached easement vacation plat, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said right-of-way and utility easement which is shown on the attached easement vacation plat:

(SEE ATTACHED)

That the abutting real estate affected by said vacation would not adversely affect the public interest and welfare.

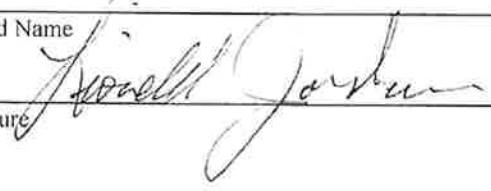
The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the attached described real estate, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the attached described real estate, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this ____ day of _____, 20 ____.

Printed Name _____

Signature _____


Printed Name _____

Signature _____

*** Note: This is a sample - each applicant is responsible for submitting a petition which accurately reflects their specific request.**

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: May 5, 2014

UTILITY COMPANY: AEP / SWEPCO

APPLICANT NAME: City of Fayetteville APPLICANT PHONE: _____
REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

Easements along the west side of N. School Ave. begin @ W. Spring St. extend north approx. 282.98'

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- No objections to the vacation(s) described above.
- No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

The North 28.02 feet of both the 5' and 10' width easements described in book 1097 page 848 and page 849 are to be retained as a utility easement for electric service to the Walton Arts Center.

- No objections provided the following conditions are met:

Jack Regal

Signature of Utility Company Representative

Senior Technician Specialist

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 4, 2013

UTILITY COMPANY: Cox Communications

APPLICANT NAME: City of Fayetteville, AR APPLICANT PHONE: (479) 718-7670
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** Vacate easements 1097-848 and 1097-849 (see attachment)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

Two 4" conduits are provided from the pole on Spring St. to pole next to Walton
Art Center on the west side of School.


Signature of Utility Company Representative

Planner
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: April 4, 2013

UTILITY COMPANY: AT&T / SWBT

APPLICANT NAME: City of Fayetteville, AR APPLICANT PHONE: (479) 718-7670

REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** Vacate easements 1097-848 and 1097-849 (see attachment)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

ANY DAMAGE TO OR NEED FOR RELOCATION OF
EXISTING ATT FACILITIES WILL BE AT THE
OWNER/DEVELOPER'S EXPENSE

Susan K. Clouser

Signature of Utility Company Representative

OSP ENGINEER DESIGN

Title

RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That SOURCEGAS ARKANSAS INC., an Arkansas corporation, formerly known as Arkansas Western Gas Company ("SourceGas"), hereby acknowledges full and complete release of the Easement granted to [Arkansas Western Gas Company/SourceGas] as recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas at Book 1097 Pages 848 & 849 on December 27, 1983 (the "Easement") with regard to a tract of real property located in Washington County, Arkansas and described in the attached Exhibit A (the "Property").

By its signature below, SourceGas absolutely and unconditionally releases the Easement.

IN TESTIMONY WHEREOF, SourceGas has hereto executed this Release Agreement on the 19th day of March, 2014.

SOURCEGAS ARKANSAS INC.
an Arkansas corporation
formerly known as Arkansas Western Gas Company

By: 
Name: Douglas Whitefoot
Title: SVP

STATE OF COLORADO
COUNTY OF JEFFERSON

)
) ss.
)

ACKNOWLEDGEMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named Douglas P. Whitefoot, to me personally well known, who stated that he was Senior Vice President of SOURCEGAS ARKANSAS INC., and Arkansas corporation, formerly known as Arkansas Western Gas Company, and he stated that he was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged the he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19th day of March 19th, 2014.
20H



Elaine D. Hegler
Notary Public
My commission expires: Nov. 17, 2014
(SEAL)

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: April 4, 2013UTILITY COMPANY: Ozarks Electric CooperativeAPPLICANT NAME: City of Fayetteville AR APPLICANT PHONE: (479) 718-7670
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** Vacate easements 1097-848 and 1097-849 (see attachment)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Hugh Mc OZARKS Electric
Signature of Utility Company Representative

Lead Staking Tech
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: April 4, 2013

UTILITY COMPANY: City of Fayetteville, Solid Waste Division

APPLICANT NAME: City of Fayetteville, AR APPLICANT PHONE: (479) 718-7670
REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

** Vacate easements 1097-848 and 1097-849 (see attachment)

(*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Bill Rupp
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 4, 2013

UTILITY COMPANY: City of Fayetteville, Transportation Division

APPLICANT NAME: City of Fayetteville, AR APPLICANT PHONE: (479) 78-7670
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address (referring to attached document- must be completed**)

** Vacate easements 1097-848 and 1097-849 (see attachment)

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative
ASSISTANT TRANSPORTATION MGR.
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: April 4, 2013

UTILITY COMPANY: City of Fayetteville, Water & Sewer Division

APPLICANT NAME: City of Fayetteville, AR APPLICANT PHONE: (479) 718-7670
REQUESTED VACATION (applicant must check all that apply):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address (referring to attached document- must be completed**)

**** Vacate easements 1097-848 and 1097-849 (See attachment)**

(ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Thomas Jones
Signature of Utility Company Representative

Utilities Engineer
Title

**LEGAL: A FIVE (5) FEET WIDE EASEMENT LOCATED IN BLOCK SIX (6) FAYETTEVILLE
ORIGINAL, CITY OF FAYETTEVILLE, ARKANSAS**

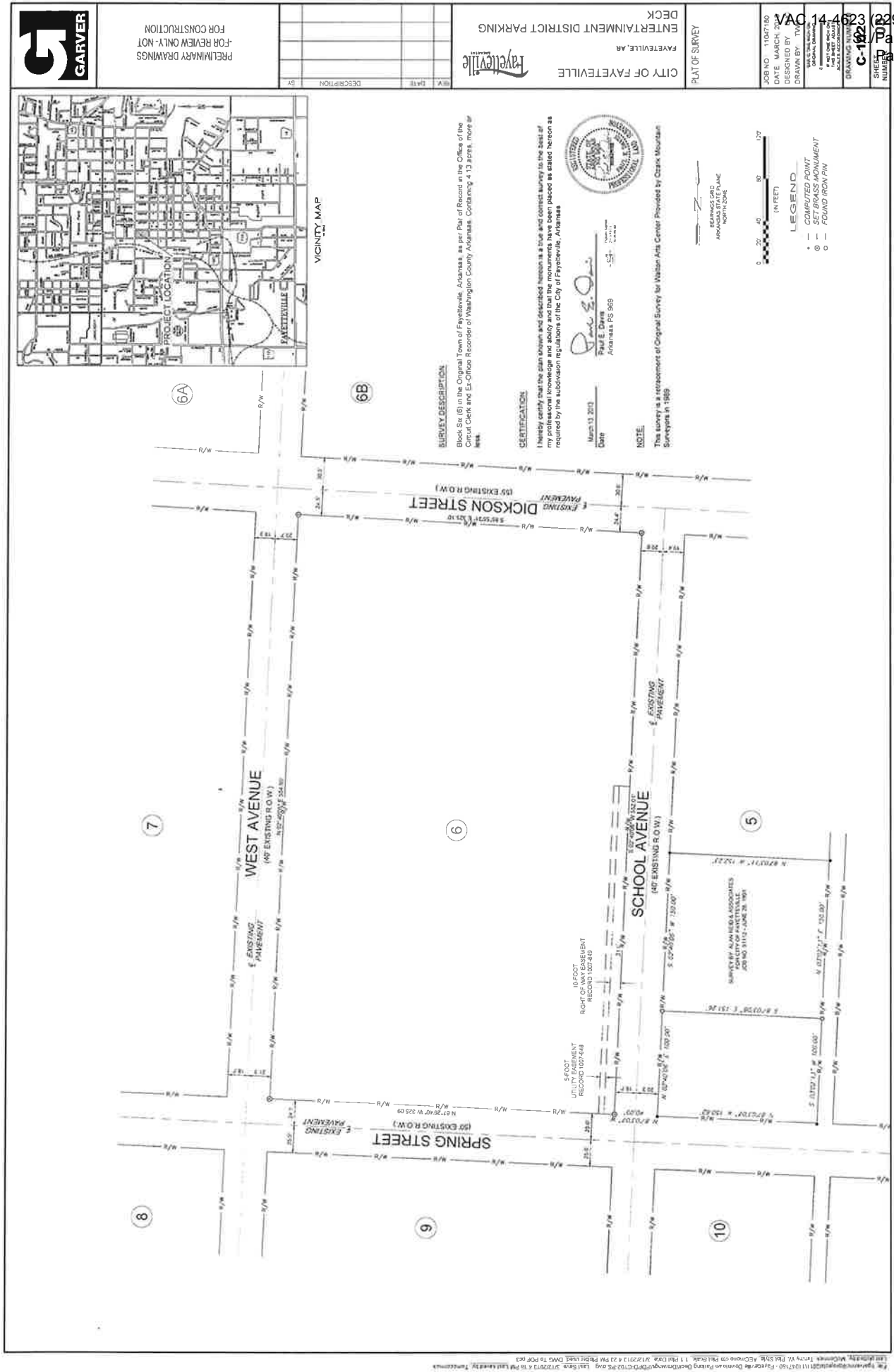
A five (5) feet wide easement paralleling the West right-of-way and easement line of School Avenue, more particularly described as:

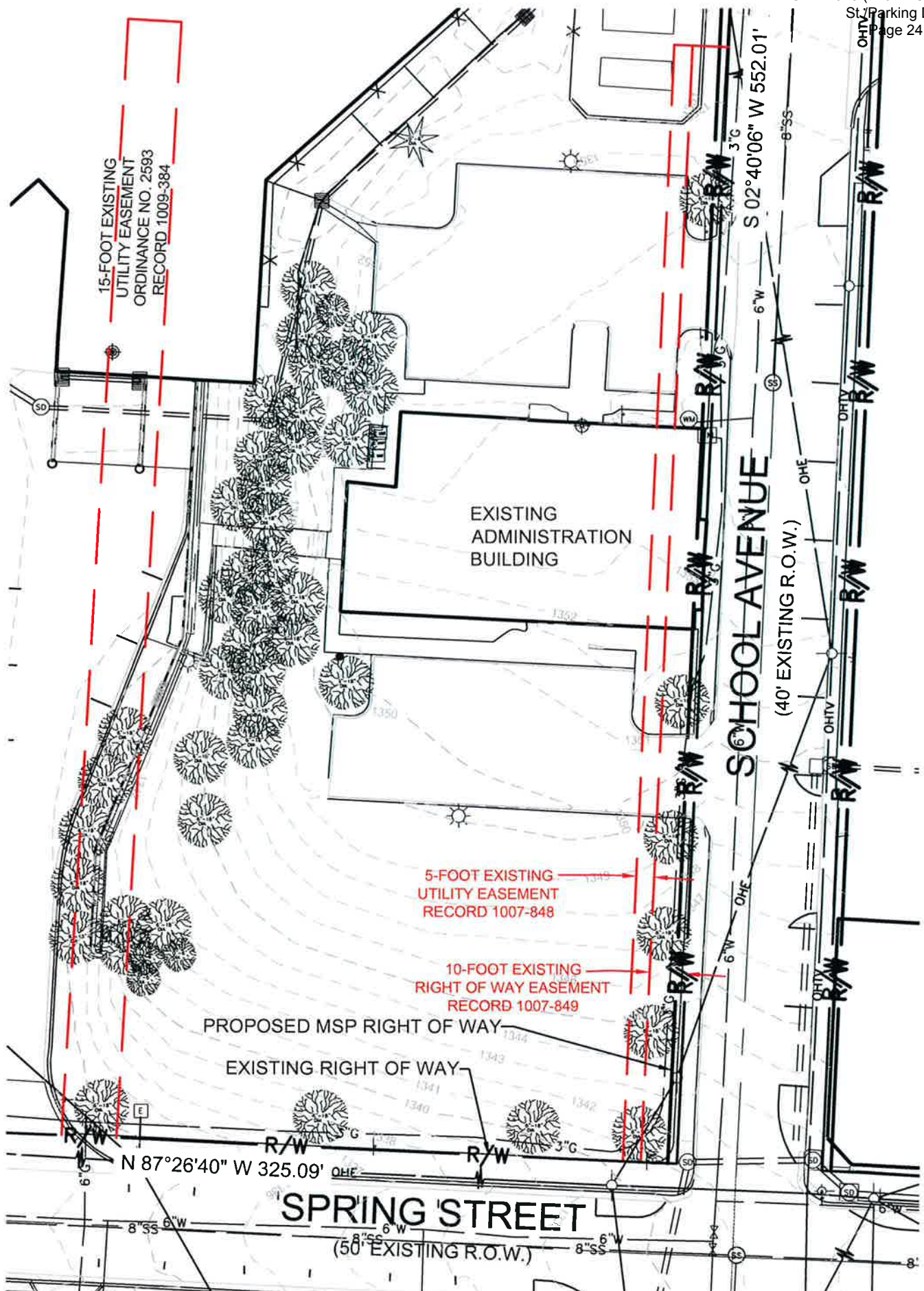
A part of Block Six (6) in the Original Town (now City) Plat of Fayetteville, Arkansas, more particularly described as beginning at a point Ten (10) feet West of the Southeast corner of said Block Six (6), and running thence West 5 feet; thence North 311.0 feet; thence East 5.0 feet; thence South 311.0 feet to the point of beginning. LESS AND EXCEPT that portion of the above-described property presently covered by existing buildings.

**LEGAL: A TEN (10) FEET WIDE EASEMENT LOCATED IN BLOCK SIX (6) FAYETTEVILLE
ORIGINAL, CITY OF FAYETTEVILLE, ARKANSAS**

Ten (10) feet of equal and uniform width off the East side of the following described property:

A part of Block Six (6), Original Town (now City) Plat of Fayetteville, Arkansas, more particularly described as beginning at the Southeast corner of said Block Six (6) and running thence West 162.5 feet; thence North 311.0 feet; thence East 162.5 feet; thence South 311.0 feet to the point of beginning, containing 1.16 acres, more or less. LESS AND EXCEPT that portion of the above-described property presently covered by existing buildings.





VAC14-4623

PARKING DECK

Close Up View



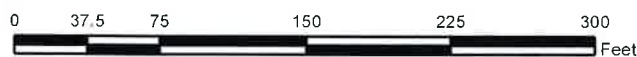
Legend

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

Overview

VAC14-4623

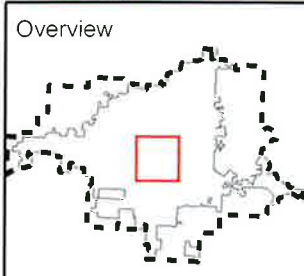
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



VAC14-4623

PARKING DECK

One Mile View



Legend

Subject Property

VAC14-4623

Boundary

0 0.25 0.5 1 Miles

VAC14-4623

Design Overlay District

Planning Area

Fayetteville

City of Fayetteville Item Review Form

2014-0221

Legistar File Number

June 3rd, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brian Pugh

Submitted By

Recycling and Trash

Department

Action Required:

Approve an ordinance to change the name of Chapter 50 Garbage and Trash to Recycling and Trash Collection, to change all references to Solid Waste and Recycling Division with Chapter 50 to Recycling and Trash Collection Division, to change "Operations Director" to "Recycling and Trash Collection Manager" through out Chapter 50, and to amend 50.05 Depositing on Streets Alleys or sidewalks of the Fayetteville Code.

Does this item have a cost? ☐ No

\$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? ☐ No

Budget Adjustment Attached? ☐ No

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



Don M... 5-16-14
Howell Jackson



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



D. 3
K. 50
h
B

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
Don Marr, Chief of Staff
Brian Pugh, Waste Reduction Coordinator

FROM: Kit Williams, City Attorney

DATE: March 25, 2014

RE: Necessary Update for Chapter 50

Since the Administration has decided to change the name of the Solid Waste and Recycling Division to Recycling and Trash Collection Division, Chapter 50 of the Fayetteville Code needs to be amended to conform to this new name.

In addition, Chapter 50's references to the "Operations Director" running the division and making certain decisions need to be changed as this position was eliminated many years ago. I suggest changing it to "Recycling and Trash Collector Division Manager." However, if the Mayor determines "Director", "Supervisor", or some other title is preferable, please let me know and I will happily change the proposed ordinance. I do think the references for decision making should actually be the head of the Recycling and Trash Collection Division rather than a Director within the Mayor's office. All managers and directors eventually work for and must be responsive to the Chief of Staff and finally the Mayor.

I looked at Chapter 50 because of a question relayed to me by Chief of Staff Marr from Alderman Marsh. I noticed that § 50.05's language was comically confused when read literally. The section stated: "It shall be unlawful for any person to throw...any garbage...upon any...sidewalk...,

except in receptacles placed upon such...sidewalk **without** the approval of the city....” Thus citizens could not legally place litter in a city approved trash receptacle, but only trash receptacles that had not been approved by the City.

It looks like this section has existed in this confused state for decades, but I believe we need to change it to what the Fayetteville Board of Directors must have meant: that a person could legally put trash on a public sidewalk only in a city approved trash receptacle.

Attached is my proposed ordinance to accomplish these changes. I suggest Brian Pugh start this mainly housekeeping ordinance through the Legistar system so the Fayetteville Code will properly reflect Mayor Jordan’s intended divisional name change.

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE NAME OF CHAPTER 50 GARBAGE AND TRASH TO RECYCLING AND TRASH COLLECTION, TO CHANGE ALL REFERENCES TO SOLID WASTE AND RECYCLING DIVISION WITHIN CHAPTER 50 TO RECYCLING AND TRASH COLLECTION DIVISION, TO CHANGE "OPERATIONS DIRECTOR" TO "RECYCLING AND TRASH COLLECTION MANAGER" THROUGHOUT CHAPTER 50, AND TO AMEND § 50.05 DEPOSITING ON STREETS, ALLEYS, OR SIDEWALKS OF THE FAYETTEVILLE CODE

WHEREAS, the Solid Waste and Recycling Division has been renamed the "Recycling and Trash Collection" Division and the Operations Director no longer heads this division; and

WHEREAS, a grammatical error exists in § 50.05 which uses "without approval" when the clear intent of the law should be "with approval."

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 changes the name of Chapter 50 Garbage and Trash to Recycling and Trash Collection.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 50 of the Fayetteville Code by changing all references to Solid Waste and Recycling Division therein to "Recycling and Trash Collection."

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 50 by changing all references to "Operations Director" to "Recycling and Trash Collection Manager."

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends § 50.05 to change "without" to "with" and enacts § 50.05 as shown below:

Page 2
Ordinance No.

“50.05 Depositing On Streets, Alleys, Or Sidewalks

It shall be unlawful for any person to throw, place, dump, litter, or otherwise deposit any garbage, trash, or refuse upon any public street, alley, or sidewalk of this city, except in receptacles placed upon such streets, alleys or sidewalks with approval of the city Recycling and Trash Collection Division.”

PASSED and **APPROVED** this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Brian Pugh**, Waste Reduction Coordinator

CC: **Don Marr**, Chief of Staff

FROM: **Kit Williams**, City Attorney

DATE: **May 1, 2014**

RE: **Ordinance to amend Chapter 50 Garbage and Trash to Recycling and Trash Collection and to amend § 50.05**

Attached please find a memo from Chief of Staff Don Marr requesting that you begin the staff agenda item for the attached ordinance. Also attached is my memo of March 25, 2014, which you may use (if you so desire) with the Agenda item to explain why the ordinance is needed. Please feel free to add or substitute your own memo to the City Council.



STAFF MEMO

TO: Kit Williams, City Attorney
FROM: Don Marr, Chief of Staff 
DATE: May 1, 2014
SUBJECT: Proposed clarification and name change for Chapter 50

The Mayor and I are in agreement with a noncontroversial clarification and name changing ordinance for Chapter 50.

If you can please draft the ordinance and make the recommended changes we will be glad to get with you and assist in the changes.

Thank you very much for bringing this matter to our attention.

AGENDA REQUEST

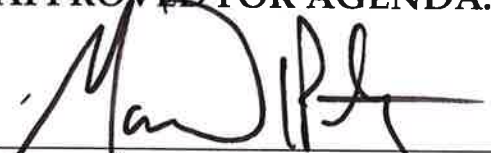
FOR: COUNCIL MEETING OF June 3, 2014

FROM:
CITY COUNCIL MEMBER Matthew Petty

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 174.08 **PROHIBITED SIGNS (C) PORTABLE SWINGER OR TEMPORARY ATTRACTION SIGN BOARDS** TO ALLOW MORE FREESTANDING "A" FRAME SANDWICH/MENU SIGN BOARDS

APPROVED FOR AGENDA:



City Council Member Matthew Petty

5-21-2014
Date



City Attorney Kit Williams
(as to form)

May 14, 2014
Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

D. 4
Amend §174.08 Prohibited Signs
Page 2 of 6



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

FROM: **Kit Williams**, City Attorney

DATE: **May 14, 2014**

RE: **Expanding the use of "A" frame sandwich/menu board signs to all businesses rather than only restaurants**

Alderman Petty wishes to amend the Sign Ordinance in order to expand a fairly recent exception to the Prohibited Sign section of the Sign Ordinance which a few years ago allowed the use of an "A" frame sandwich/menu board sign on the sidewalk next to an "eating establishment." His new wording would expand the allowed use to all businesses.

Attached is the proposed ordinance to amend the Sign Ordinance to effectuate Alderman Petty's suggested amendment.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 174.08 **PROHIBITED SIGNS (C) PORTABLE SWINGER OR TEMPORARY ATTRACTION SIGN BOARDS** TO ALLOW MORE FREESTANDING “A” FRAME SANDWICH/MENU SIGN BOARDS

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.08 **Prohibited Signs (C) Portables swinger or temporary attraction sign boards**, subsection (1) and (3) so that (C) (1) and (3) shall read as follows:

“(1) One (1) freestanding, “A” frame sandwich/menu board may be permitted on a commercially zoned lot or on the adjacent public or private sidewalk in front of the respective business for the duration of the business’ hours of operation. The temporary sign shall be removed and placed inside after business hours.

(3) The permitted sign shall only advertise for the adjacent establishment. The sign may not be utilized for product placement or to advertise for other commercial or business establishments.”

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Williams, Kit

From: Pate, Jeremy
Sent: Wednesday, May 14, 2014 1:48 PM
To: Matthew Petty - Fayetteville Ward 2; Williams, Kit
Cc: Garner, Andrew
Subject: RE: Amending 174.08(C)

The Planning Division very much supports the proposed change.

-Jeremy

From: matt@matthewpetty.org [mailto:matt@matthewpetty.org] **On Behalf Of** Matthew Petty - Fayetteville Ward 2
Sent: Wednesday, May 14, 2014 1:43 PM
To: Williams, Kit
Cc: Garner, Andrew; Pate, Jeremy
Subject: Amending 174.08(C)

Hi Kit,

I am going to propose amending 174.08(C) so that all types of businesses may use a temporary sign. Draft below. Would you please draw up the ordinance for me?

Thanks,
M

New

C) Portable swinger or temporary attraction sign boards. It shall be unlawful for any person to continue to display or erect any portable swinger, portable message board, "A" frame, sandwich, or temporary attraction sign board in the city, except under the following conditions:

- (1) One (1) freestanding, "A" frame sandwich / menu board ~~for a single permitted eating establishment~~ may be permitted on a commercially zoned lot or on the adjacent public or private sidewalk in front of the respective business for the duration of the business' hours of operation. The temporary sign shall be removed and placed inside after business hours.
- (2) The sign shall be placed such that the sidewalk remains ADA compliant, and for signs located on the public sidewalk there shall be a minimum of five feet of the total sidewalk width free and clear, to provide adequate and unobstructed pedestrian movement.
- (3) The permitted sign shall only advertise for the adjacent ~~eating establishment, and is to be utilized for display of menu items or advertised specials.~~ The sign may not be utilized for product placement or to advertise for other commercial or business establishments.
- (4) The size of the sign shall be limited to 36" tall by 24" wide.
- (5) No sign may be displayed or erected that swings, rotates, flashes, fluctuates, or is illuminated, or in any other manner that would violate the provisions of §174.08.

TITLE XV UNIFIED DEVELOPMENT CODE

- (1) *Electronic message boards.* Electronic message boards may be permitted subject to the following conditions:
 - (a) *District limitations.* Electronic message boards are prohibited in all residential districts, including Neighborhood Conservation. They are allowed only in institutional, office, industrial and commercial zoning districts, or mixed use districts with nonresidential uses, but in no case ever allowed in the Neighborhood Services or I-540 Districts.
 - (b) *Size.* The maximum sign area of the electronic portion of an electronic message board shall not exceed 32 square feet.
 - (c) *Display.* Messages shall be displayed on a black or unlit background.
 - (d) *Dimming and brightness.* Signs shall be equipped with dimming technology that automatically adjusts the display brightness based on ambient light conditions. The sign shall not exceed 0.3 foot candles illumination above ambient light level.
 - (e) *Copy.* Electronic message boards using flashing, intermittent or moving light or lights are prohibited. There shall be no appearance of visual dissolving, fading, movement, animated text, video, or flow of message.
 - (i) Electronic message boards may change their message every three hours without violating the prohibition of flashing or blinking. Transitions between messages shall be instantaneous.
 - (2) *Electronic graphic display screens.* It shall be unlawful to erect any electronic graphic display screen.
- (C) *Portable swinger or temporary attraction sign boards.* It shall be unlawful for any person to continue to display or erect any portable swinger, portable message board, "A" frame, sandwich, or temporary attraction sign board in the city, except under the following conditions:
- (1) One (1) freestanding, "A" frame sandwich / menu board for a single permitted eating establishment may be permitted on a commercially zoned lot or on the adjacent public or private sidewalk in front of the respective business for the duration of the business' hours of operation. The temporary sign shall be removed and placed inside after business hours.
 - (2) The sign shall be placed such that the sidewalk remains ADA compliant, and for signs located on the public sidewalk there shall be a minimum of five feet of the total sidewalk width free and clear, to provide adequate and unobstructed pedestrian movement.
 - (3) The permitted sign shall only advertise for the adjacent eating establishment, and is to be utilized for display of menu items or advertised specials. The sign may not be utilized for product placement or to advertise for other commercial or business establishments.
 - (4) The size of the sign shall be limited to 36" tall by 24" wide.
 - (5) No sign may be displayed or erected that swings, rotates, flashes, fluctuates, or is illuminated, or in any other manner that would violate the provisions of §174.08.
- (D) *Revolving, rotating, or moving signs.* It shall be unlawful for any person to erect or to continue using any sign on the exterior of which revolves, rotates or otherwise moves, in whole or part.
- (E) *Windblown signs.* It shall be unlawful for any person to display any windblown sign; provided, windblown signs may be displayed on a lot, at a shopping center, or at a mall one time per year for a period not to exceed 72 hours if a temporary sign permit is first obtained from the Planning Division upon payment of the appropriate fee; provided further, one company flag shall be permitted to be flown in conjunction with the United States Flag or Arkansas Flag or both on a lot, at a shopping center, or mall.
- (F) *Signs that constitute a traffic hazard.* No sign or other advertising structure as regulated by this chapter shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision; or at any location where, by reason of the wording, position, shape, or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device.
- (G) *Use of vehicle as sign.* It shall be unlawful to use a vehicle or a trailer as a sign in circumvention of this chapter.
- (H) *Off-Site Signs.* It shall be unlawful to erect any off-site sign.
- (I) *Roof Signs.* Roof signs shall not be permitted.

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
June 03, 2014**

A meeting of the Fayetteville City Council will be held on June 03, 2014 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the May 20, 2014 City Council meeting minutes.
2. **Evans Construction and Remodeling, LLC:** A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$24,900.00 for Community Development Block Grant rehabilitation of an eligible residence located at 505 West Mountain Street.

3. **Bid #14-24 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-24 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a 2015 Ford F550 pickup truck with Reading Utility Body in the amount of \$44,276.00 for use by the Water and Sewer Operations Division, and to approve a budget adjustment.
4. **Bid #14-25 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-25 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a Ford F150 pickup truck with Maxon Lift Gate in the amount of \$25,652.40 for use by the Recycling and Trash Collection Division, and to approve a budget adjustment.
5. **Bid #14-26 Lewis Ford Sales, Inc.:** A resolution to award Bid #14-26 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a Ford F350 pickup truck with Reading Utility Body in the amount of \$41,707.00 for use by the Water and Sewer Operations Division.
6. **Bid #14-27 Equipment Resource Management, Inc.:** A resolution to award Bid #14-27 to Equipment Resource Management, Inc. of Little Rock, Arkansas for the purchase of a Wirtgen Milling Machine W200i in the amount of \$589,690.00 with a trade-in allowance of \$250,000.00 for a total cost to the city of \$339,690.00 for use by the Transportation Division, and to approve a budget adjustment.
7. **Bid #14-21 Suncoast Infrastructure, Inc.:** A resolution to award Bid #14-21, to authorize a contract with Suncoast Infrastructure, Inc. in the amount of \$76,995.00 to construct Phase Two of Elkins Outfall Gravity Sewer Improvements, to approve a \$10,000.00 project contingency, and to approve a budget adjustment.
8. **State of Arkansas Department of Information Systems:** A resolution to authorize the Mayor to sign a Master Service Agreement with the State of Arkansas Department of Information Systems in the amount of \$52,000.00 for database administration services for the remainder of 2014, to approve a project contingency in the amount of \$8,000.00, and to approve a budget adjustment.

B. Unfinished Business: None

C. Public Hearing:

- Will be removed at the City Council meeting.*
1. **Stroud Investment Properties, LLC:** A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment. *This resolution was Tabled to the June 3, 2014 City Council meeting.*

D. New Business:

1. **Bonnie G. Turner Settlement:** A resolution pursuant to Fayetteville Code of Ordinances Section 39.10(C)(4) to authorize the Mayor to pay \$25,552.15 to Bonnie G. Turner in settlement of a damage claim arising at 1532 N. Hillcrest Avenue, and to approve a budget adjustment.
2. **VAC 14-4623 (229 N. School St./Parking Deck):** An ordinance approving VAC 14-4623 submitted by the City of Fayetteville for property located at 2229 N. School Avenue to vacate a 5 foot utility easement and a 10 foot right-of-way easement.
3. **Amend Chapter 50 Garbage and Trash:** An ordinance to change the name of Chapter 50 Garbage and Trash to Recycling and Trash Collection, to change all references to Solid Waste and Recycling Division within Chapter 50 to Recycling and Trash Collection Division, to change "Operations Director" to "Recycling and Trash Collection Manager" throughout Chapter 50, and to amend §50.05 Depositing on Streets, Alleys, or Sidewalks of the Fayetteville Code.
4. **Amend §174.08 Prohibited Signs:** An ordinance to amend §174.08 Prohibited Signs (C) Portable Swinger or Temporary Attraction Sign Boards to allow more freestanding "A" frame sandwich/menu sign boards.

E. City Council Agenda Session Presentations:

1. **One Book One Community** – Maylon Rice

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.

Pre Agenda Meeting 5/21/14

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
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City of Fayetteville Arkansas
City Council Meeting
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6. **Bid #14-27 Equipment Resource Management, Inc.:** A resolution to award Bid #14-27 to Equipment Resource Management, Inc. of Little Rock, Arkansas for the purchase of a Wirtgen Milling Machine W200i in the amount of \$589,690.00 with a trade-in allowance of \$250,000.00 for a total cost to the city of \$339,690.00 for use by the Transportation Division, and to approve a budget adjustment.
7. **Bid #14-21 Suncoast Infrastructure, Inc.:** A resolution to award Bid #14-21, to authorize a contract with Suncoast Infrastructure, Inc. in the amount of \$76,995.00 to construct Phase Two of Elkins Outfall Gravity Sewer Improvements, to approve a \$10,000.00 project contingency, and to approve a budget adjustment.
8. **Bonnie G. Turner Settlement:** A resolution pursuant to Fayetteville Code of Ordinances Section 39.10(c)(4) to authorize the Mayor to pay \$25,552.15 to Bonnie G. Turner in settlement of a damage claim arising at 1532 N. Hillcrest Avenue, and to approve a budget adjustment.
9. **State of Arkansas Department of Information Systems:** A resolution to authorize the Mayor to sign a Master Service Agreement with the State of Arkansas Department of Information Systems in the amount of \$52,000.00 for database administration services for the remainder of 2014, to approve a project contingency in the amount of \$8,000.00, and to approve a budget adjustment.

B. Unfinished Business: None

C. Public Hearing:

1. **Stroud Investment Properties, LLC:** A resolution to order the razing and removal of a dilapidated and unsafe structure owned by Stroud Investment Properties, LLC located at 540 North Betty Jo Drive in the City of Fayetteville, Arkansas, and to approve a budget adjustment. *This resolution was Tabled to the June 3, 2014 City Council meeting.*

D. New Business:

- ✓ **VAC 14-4623 (229 N. School St./Parking Deck):** An ordinance approving VAC 14-4623 submitted by the City of Fayetteville for property located at 2229 N. School Avenue to vacate a 5 foot utility easement and a 10 foot right-of-way easement.
- ✓ **Amend Chapter 50 Garbage and Trash:** An ordinance to change the name of Chapter 50 Garbage and Trash to Recycling and Trash Collection, to change all references to Solid Waste and Recycling Division within Chapter 50 to Recycling and Trash Collection Division, to change "Operations Director" to "Recycling and Trash Collection Manager" throughout Chapter 50, and to amend §50.05 Depositing on Streets, Alleys, or Sidewalks of the Fayetteville Code.
- ✓ **Amend §174.08 Prohibited Signs:** An ordinance to amend §174.08 Prohibited Signs (C) Portable Swinger or Temporary Attraction Sign Boards to allow more freestanding "A" frame sandwich/menu sign boards.

E. City Council Agenda Session Presentations:

1. **One Book One Community** – Maylon Rice

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.

CityClerk

From: Marr, Don
Sent: Monday, May 12, 2014 2:50 PM
To: CityClerk
Subject: RE: One Book One Community

Categories: FYI

Yes, we approve this request for presenting at Agenda Session on the requested date.

Thanks,
Don

Don Marr
Chief of Staff
Office of the Mayor
City of Fayetteville Arkansas
T 479.575.8330 | F 479.575.8257
website | facebook | twitter | youtube

-----Original Message-----

From: CityClerk
Sent: Monday, May 12, 2014 1:26 PM
To: Marr, Don; Jordan, Lioneld
Subject: FW: One Book One Community

Don,

Will you please approve? We do not have any other presentations on the agenda at this time.

Thanks,
Lisa

Office of the City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
479.575.8323
cityclerk@fayetteville-ar.gov
Website | Facebook | Twitter | YouTube

-----Original Message-----

From: Maylon T Rice [mailto:rice4arkhouse85@gmail.com]
Sent: Monday, May 12, 2014 1:20 PM
To: CityClerk; Maylon Rice
Subject: One Book One Community

Ms Clerk

Can you please place Maylon Rice giving the One Book One Community reading exercise on the May 27th city council agenda session.

Maylon Rice, Dr Kim Agee and Professor Charles Adams may be attending to represent the Trustees of the Fayetteville Library Board.

Any questions? Please contact Maylon Rice at this email address.

Thanking you I am.

Maylon Rice

Ps please send me the exact date and time of the agenda session.

Myra

Sent from my iPhone.

Handed out 5/27/14 at
Agenda Session



TO: Mayor Lioneld Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Finance Director *Paul A. Becker*

DATE: May 21, 2014

SUBJECT: **March Sales Taxes Received In April 2014 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in April, 2014 were up \$43,211 / 2.93% as compared to the same month prior year. These collections represent March, 2014 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in April, 2014 were up \$42,583 / 4.40% as compared to the same month prior year. These collections represent March, 2014 sales.
3. When compared to budget for the month, sales tax collections were up a total of \$36,980 / 1.49%. The year to date budget impact for the four months is down a total of \$185,744 / -1.84%.

1% City / 1% County (Combined)	Budget	Actual	\$ Difference	% Difference
December, 2013	\$ 2,894,900	\$ 2,766,751	\$ (128,149)	(4.43%)
January, 2014	2,393,200	2,191,501	(201,699)	(8.43%)
February, 2014	2,326,200	2,433,325	107,125	4.61%
March, 2014	2,490,100	2,527,080	36,980	1.49%
April, 2014				
May, 2014				
June, 2014				
July, 2014				
August, 2014				
September, 2014				
October, 2014				
November, 2014				
YTD Budget to Actual	\$ 10,104,400	\$ 9,918,656	\$ (185,744)	(1.84%)

Funding Source	Budget	Actual	\$ Difference	% Difference
General Fund: 1% City (60% Split)	\$ 3,688,400	\$ 3,607,301	\$ (81,099)	(2.20%)
1% County	3,957,100	3,906,488	(50,612)	(1.28%)
	\$ 7,645,500	\$ 7,513,789	\$ (131,711)	(1.72%)
ST Capital: 1% City (40% Split)	\$ 2,458,900	\$ 2,404,867	\$ (54,033)	(2.20%)
Total General/ST Capital Funds:	\$ 10,104,400	\$ 9,918,656	\$ (185,744)	(1.84%)

NWA REGION SALES TAX ACTIVITY - MARCH 2014 COLLECTIONS

4. March, 2014 1% City Sales Tax collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		March 2013	March 2014	\$ Difference	% Difference
1% City:	Fayetteville	\$ 1,473,322	\$ 1,516,534	\$ 43,211	2.93%
	Springdale	\$ 899,737	\$ 941,066	\$ 41,329	4.59%
	Bentonville	\$ 869,852	\$ 813,591	\$ (56,261)	(6.47%)
	Rogers	\$ 1,203,222	\$ 1,246,771	\$ 43,549	3.62%

5. March, 2014 1% County Sales Tax collections as compared to the surrounding areas were as follows:

County Sales Tax Collections:		March 2013	March 2014	\$ Difference	% Difference
Washington	Fayetteville	\$ 967,963	\$ 1,010,546	\$ 42,583	4.40%
Washington	Springdale	\$ 838,555	\$ 875,445	\$ 36,890	4.40%
Benton	Bentonville	\$ 492,733	\$ 502,730	\$ 9,997	2.03%
Benton	Rogers	\$ 781,148	\$ 796,997	\$ 15,849	2.03%

6. March, 2014 countywide collections for the combined Washington and Benton Counties were as follows:

County Sales Tax Collections:		March 2013	March 2014	\$ Difference	% Difference
Washington County		\$ 2,671,370	\$ 2,788,890	\$ 117,520	4.40%
Benton County		3,089,460	3,152,144	62,684	2.03%
		<u>\$ 5,760,830</u>	<u>\$ 5,941,034</u>	<u>\$ 180,204</u>	<u>3.13%</u>

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (FOUR MONTHS) COLLECTIONS

7. Year-to-Date (four months) collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		(Four Months) YTD 2013	(Four Months) YTD 2014	\$ Increase (Decrease)	% Increase (Decrease)
1% City:	Fayetteville	\$ 6,026,630	\$ 6,012,168	\$ (14,461)	(0.24%)
	Springdale	\$ 3,434,611	\$ 3,530,023	\$ 95,411	2.78%
	Bentonville	\$ 3,556,301	\$ 3,278,708	\$ (277,593)	(7.81%)
	Rogers	\$ 4,829,186	\$ 4,841,055	\$ 11,869	0.25%

8. Year-to-Date (four months) for the combined Washington and Benton Counties, sales were up \$172,311 / 0.75%.

Sales Tax Collections:		(Four Months) YTD 2013	(Four Months) YTD 2014	\$ Increase (Decrease)	% Increase (Decrease)
Washington County		\$ 10,706,745	\$ 10,781,067	\$ 74,322	0.69%
Benton County		12,179,033	12,277,022	97,989	0.80%
		<u>\$ 22,885,778</u>	<u>\$ 23,058,089</u>	<u>\$ 172,311</u>	<u>0.75%</u>