

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

Final Agenda City of Fayetteville Arkansas City Council Meeting October 07, 2014

A meeting of the Fayetteville City Council will be held on October 07, 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:

1. Bi Monthly Report on Public Transportation

Agenda Additions:

A. Consent:

1. Approval of the August 19-20, 2014 and September 02, 2014 City Council meeting minutes. **APPROVED**

2. **Paige Mulhollan Waterfowl Blind:** A resolution to honor Paige Mulhollan by naming the waterfowl blind to be constructed at Lake Fayetteville Park the Paige Mulhollan Waterfowl Blind.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 172-14

3. **Bid #14-31 Cummins Mid-South:** A resolution to award Bid #14-31 and authorize a generator preventative maintenance contract with Cummins Mid-South in the amount of \$15,040 per year plus non-scheduled service calls at the rate of \$115.20 per hour.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 173-14

4. **2014-2015 Selective Traffic Enforcement Program (STEP) grant:** A resolution to authorize acceptance of a 2014-2015 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$116,900.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 174-14

5. **Arkansas State Police Special State Asset Forfeiture Grant:** A resolution to authorize acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$36,069.00 for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 175-14

6. **Bid #14-52 Teeco Safety, Inc.:** A resolution to award Bid #14-52 to Teeco Safety, Inc., to authorize the immediate purchase of twelve (12) replacement tactical body armor vests for emergency response team officers in the amount of \$23,580.00 plus applicable taxes, and to authorize the purchase of body armor vests as needed through 2019 for use by the Police Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 176-14

7. **Bid #14-53 Cameron Bridge Works, LLC:** A resolution to award Bid #14-53 and authorize the purchase of a prefabricated steel bridge from Cameron Bridge Works, LLC of Elmira, New York in the amount of \$53,991.00 plus applicable taxes for installation over Town Branch Creek as part of the Frisco Trail extension.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 177-14

8. **McClelland Consulting Engineers, Inc.:** A resolution to approve a professional engineering services agreement with McClelland Consulting Engineers, Inc. for engineering design and bidding services for the Ramsey and Overcrest Sanitary Sewer Rehabilitation Project in an amount not to exceed \$228,644.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 178-14

9. **Grubbs, Hoskyn, Barton & Wyatt, Inc.:** A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing and construction observation services on the Spring Street Parking Deck Project in an amount not to exceed \$120,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 179-14

10. **Garver, LLC Amendment No. 3:** A resolution to approve Amendment No. 3 to the contract with Garver, LLC for construction administration services on the Spring Street Parking Deck Project in an amount not to exceed \$168,600.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 180-14

B. Unfinished Business: None

C. New Business:

1. **Special Referendum Election Ordinance No. 5703:** A resolution to set the date for the special election for the referendum election on Ordinance No. 5703 which enacted Chapter 119 of the Fayetteville code to create a process for the protection of civil rights in the city of Fayetteville and requesting the Washington County Board of Election Commissioners to place this referendum on the ballot and to approve a budget adjustment to pay for the special election.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 181-14

2. **BlueInGreen, LLC:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of an ozone disinfection system from BlueInGreen, LLC of Fayetteville, Arkansas in the amount of \$1,780,825.00 plus any applicable taxes for the Noland Wastewater Treatment Plant.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5714

3. **Tree Preservation Area Modification for the Frisco and Town Branch Trails:** A resolution to approve a request by the City of Fayetteville to modify the geographic extent and location of certain Tree Preservation Areas pursuant to § 167.04(1)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct sections of the Frisco and Town Branch Trails.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 182-14

4. **Walton Arts Center Cost-Share Agreement:** An ordinance to waive the requirements of formal competitive bidding and approve a cost-share agreement with the Walton Arts Center for the construction of the new Walton Arts Center Administrative Headquarters Building.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5715

5. **Baldwin & Shell Construction Company Amendment No. 2:** A resolution to authorize Amendment No. 2 to the contract with Baldwin & Shell Construction Company for construction phase services for the Spring Street Parking Deck project, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 183-14

6. **Police Department Ninth Beat Feasibility Study:** A resolution to request that the administration study the necessity and feasibility of adding a ninth beat and five additional police officers to the Fayetteville police department

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 184-14

D. City Council Agenda Session Presentations:

1. Building Energy Efficiency Update – Peter Nierengarten and Paul Becker

E. City Council Tour:

F. Announcements:

Adjournment: 7:36 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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

Old business and new business.

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

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City Council Meeting:

October 7, 2014

Adjourn: 7:36 pm

Subject:	Roll				
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan	✓			

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

Subject:	Consent				
Motion To:					
Motion By:		<i>Approve</i>			
Seconded:		<i>Marsh</i>			
		<i>Long</i>			
<i>Minutes Approved</i>	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
<i>passed</i>	Gray	✓			
	Marsh	✓			
<i>172-14 thru 180-14</i>	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

8-0

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

Subject:		Special Referendum Election Ordinance No. 5703			
Motion To:			Amend to new language	Keep Comments to 3 minutes	Pass
Motion By:			Petty	Petty	Petty
Seconded:			Marsh	Kinion	Marsh
C. 1 New Business <u>passed as amended</u> 181-14	Schoppmeyer	✓	N	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	N	✓	
	Mayor Jordan				
		8-0	6-2	8-0	

Subject:		BlueInGreen, LLC			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Petty	Gray	
Seconded:			Marsh	marsh	
C. 2 New Business <u>passed</u> 5714	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:		Tree Preservation Area Modification for the Frisco and Town Branch Trails			
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Marsh			
C. 3 New Business <u>passed</u> 102-14	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

8-0

Subject:		Walton Arts Center Cost-Share Agreement			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Petty	Petty		
Seconded:		Marsh	Marsh		
C. 4 New Business <u>passed</u> 5715	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	Baldwin & Shell Construction Company Amendment No. 2				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Marsh			
C. 5 New Business 183-14	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	N			
	Mayor Jordan				

7-1

Subject:	Police Department Ninth Beat Feasibility Study				
Motion To:		Approve			
Motion By:		Adams			
Seconded:		Long			
C. 6 New Business 184-14	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	Absent during the vote			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Mayor Jordan				

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: **October 8, 2014**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of October 7, 2014**

1. **Paige Mulhollan Waterfowl Blind:** A resolution to honor Paige Mulhollan by naming the waterfowl blind to be constructed at Lake Fayetteville Park the Paige Mulhollan Waterfowl Blind.
2. **Bid #14-31 Cummins Mid-South:** A resolution to award Bid #14-31 and authorize a generator preventative maintenance contract with Cummins Mid-South in the amount of \$15,040 per year plus non-scheduled service calls at the rate of \$115.20 per hour.
3. **2014-2015 Selective Traffic Enforcement Program (STEP) grant:** A resolution to authorize acceptance of a 2014-2015 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$116,900.00, and to approve a budget adjustment.
4. **Arkansas State Police Special State Asset Forfeiture Grant:** A resolution to authorize acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$36,069.00 for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles, and to approve a budget adjustment.
5. **Bid #14-52 Teeco Safety, Inc.:** A resolution to award Bid #14-52 to Teeco Safety, Inc., to authorize the immediate purchase of twelve (12) replacement tactical body armor vests for emergency response team officers in the amount of \$23,580.00 plus applicable taxes, and to authorize the purchase of body armor vests as needed through 2019 for use by the Police Department.
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Elmira, New York in the amount of \$53,991.00 plus applicable taxes for installation over Town Branch Creek as part of the Frisco Trail extension.

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8. Grubbs, Hoskyn, Barton & Wyatt, Inc.: A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing and construction observation services on the Spring Street Parking Deck Project in an amount not to exceed \$120,000.00.

9. Garver, LLC Amendment No. 3: A resolution to approve Amendment No. 3 to the contract with Garver, LLC for construction administration services on the Spring Street Parking Deck Project in an amount not to exceed \$168,600.00.

10. Special Election for Referred Ordinance No. 5703: A resolution to set the date for the special election for the referendum election on Ordinance No. 5703 which enacted Chapter 119 of the Fayetteville Code to create a process for the protection of civil rights in the City of Fayetteville, to request the Washington County Board of Election Commissioners to place this referendum on the ballot and to approve a budget adjustment to pay for the special election.

11. BlueInGreen, LLC: An ordinance waiving the requirements of formal competitive bidding and approving the purchase of an ozone disinfection system from BlueInGreen, LLC of Fayetteville, Arkansas in the amount of \$1,780,825.00 plus any applicable taxes for the Noland Wastewater Treatment Plant.

12. Tree Preservation Area Modification for the Frisco and Town Branch Trails: A resolution to approve a request by the City of Fayetteville to modify the geographic extent and location of certain Tree Preservation Areas pursuant to § 167.04(1)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct sections of the Frisco and Town Branch Trails.

13. Walton Arts Center Cost-Share Agreement: An ordinance to waive the requirements of formal competitive bidding and approve a cost-share agreement with the Walton Arts Center for the construction of the new Walton Arts Center Administrative Headquarters Building.

14. Baldwin & Shell Construction Company Amendment No. 2: A resolution to authorize Amendment No. 2 to the contract with Baldwin & Shell Construction Company for construction phase services for the Spring Street Parking Deck project, and to approve a budget adjustment.

15. Police Department Ninth Beat Feasibility Study: A resolution to request that the administration study the necessity and feasibility of adding a ninth beat and five additional police officers to the Fayetteville police department

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City of Fayetteville Staff Review Form

2014-0430

Legistar File ID

10/7/2014

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

Sondra E. Smith

9/30/2014

City Clerk/Treasurer /
General Government Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution calling a Special Election regarding Civil Rights Ordinance Number 5703, due to referendum petitions that were received on September 20, 2014, and approval of a budget adjustment in the amount of \$40,000 to cover the cost of the special election.

Budget Impact:

1010.1510.5318.00

1010 - General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 25,000.00

Funds Obligated \$ 25,000.00

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 40,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 40,000.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 5703

Original Contract Number: N/A

Approval Date:

Comments: We currently have \$25,000 budgeted for the November 4, 2014 General Election. The current budget is needed to pay for that election therefore a budget adjustment is needed to pay for the Special Election.

OFFICE OF THE CITY CLERK TREASURER

C. 1
Special Referendum Election
Ordinance No. 5703
Page 2 of 14

Sondra E. Smith – City Clerk Treasurer
Lisa Branson – Deputy City Clerk



Phone 479.575.8323
cityclerk@fayetteville-ar.gov

113 W. Mountain Street, Suite 308
Fayetteville, AR 72701

City Council Agenda Memo

Meeting of October 7, 2014

To: Mayor Lioneld Jordan and City Council
From: Sondra Smith, City Clerk *Sondra Smith*
Date: September 30, 2014
Re: Special Election

RECOMMENDATION:

Approval of a resolution calling for a special election regarding Civil Rights Ordinance Number 5703. Referendum petitions were received on September 20, 2014, and have been verified as sufficient to call a special election. The petitions requested an election date of December 9, 2014. The County Clerk has confirmed a special election can be held on December 9, 2014 provided a copy of the approved resolution is received on or before October 10, 2014.

BACKGROUND:

The Fayetteville City Council approved Ordinance Number 5703 on August 20, 2014. The 2013-2014 Initiative or Referenda Handbook from the Secretary of State states, fifteen (15) percent of the legal voters of any municipality may order the referendum or invoke the initiative upon any local measure. In municipalities the number of signatures required upon any petition shall be computed upon the total votes cast at the last preceding general election.

The November 6, 2012 general election official results, the total votes cast for the office of Mayor in the City of Fayetteville was 27,296. Therefore, fifteen (15) percent of the total votes cast for mayor calculates to **4,095** signatures that are required on initiative or referenda petitions. The signatures on the petitions must be of registered voters that reside in the City of Fayetteville.

City Code 36.15 When Petitions Need To Be Filed

All referendum petitions under Amendment 7 to the Constitution of the State of Arkansas must be filed with the City Clerk within 31 days after the passage of the ordinance to which it relates.

The deadline for submitting petitions was Saturday, September 20, 2014. Since the deadline fell on a Saturday, the City Clerk office was open on September 20, 2014 to receive any potential petitions that might be submitted.

About 1:30 p.m. Saturday, September 20, 2014 we received **802 petitions**. We began the process of date stamping, and verifying the number of signatures submitted. In my preliminary analysis of the petitions received they contained **5,714 signatures**.

The petitions with the ordinance and affidavits attached yielded slightly more than the 4,095 signatures required to call a special referendum election. Therefore, as Fayetteville City Clerk, I certified the referendum petition concerning Ordinance Number 5703 passed on August 20, 2014 as sufficient pursuant to the requirements of Amendment 7 and Arkansas law.

BUDGET IMPACT:

The special election is estimated to cost \$20,000 to \$40,000. The cost is determined by the number of voters that cast votes and any cost associated with the election.

OFFICE OF THE CITY CLERK TREASURER

C. 1
Special Referendum Election
Ordinance No. 5703
Page 5 of 14

Sondra E. Smith – City Clerk Treasurer
Lisa Branson – Deputy City Clerk



Phone 479.575.8323
cityclerk@fayetteville-ar.gov

113 W. Mountain Street, Suite 308
Fayetteville, AR 72701

Departmental Correspondence

To: Mayor Lioneld Jordan
City Council
City Attorney Kit Williams
Assistant City Attorney Blake Pennington

From: Sondra Smith, City Clerk Treasurer

A handwritten signature in dark ink, appearing to read "Ses", is written over the printed name of Sondra Smith.

Date: September 20, 2014

RE: Referendum Petitions

According to the 2013-2014 Initiative or Referenda Handbook from the Secretary of State, fifteen (15) percent of the legal voters of any municipality may order the referendum or invoke the initiative upon any local measure. In municipalities the number of signatures required upon any petition shall be computed upon the total votes cast at the last preceding general election.

According to the November 6, 2012 General Election Official Results the total votes cast for the office of Mayor in the City of Fayetteville was 27,296. Therefore, fifteen (15) percent of the total votes cast for mayor calculates to **4,095** signatures that are required on initiative or referenda petitions. The signatures on the petitions must be of registered voters that reside in the City of Fayetteville.

City Code 36.15 When Petitions Need To Be Filed

All referendum petitions under Amendment 7 to the Constitution of the State of Arkansas must be filed with the City Clerk within 31 days after the passage of the ordinance to which it relates.

According to City Attorney Kit Williams the deadline for submitting petitions was today, September 20, 2014. Since the deadline fell on a Saturday, the City Clerk office was open today to receive any potential petitions that might be submitted.

About 1:30 p.m. today, Saturday, September 20, 2014 we received **802 petitions**. We began the process of date stamping, and verifying the number of signatures submitted. In my preliminary analysis of the petitions received they contained **5,714 signatures**.

We have ten (10) days to complete the verification process, therefore Monday we will begin the process of verifying the signatures.

I would like to thank City Clerk staff Gina Roberts, Lisa Branson, Kim Johnson and Dee McCoy for coming in on a Saturday to help with the petition process. I would also like to thank Lindsley Smith, Communications & Marketing Director for being available to communicate with citizens and the press, the City Attorney office, for legal assistance and Building Maintenance for their help with setting up.

OFFICE OF THE CITY CLERK TREASURER

Sondra E. Smith – City Clerk Treasurer
Lisa Branson – Deputy City Clerk



Phone 479.575.8323
cityclerk@fayetteville-ar.gov

113 W. Mountain Street, Suite 308
Fayetteville, AR 72701

To: **Lioneld Jordan, Mayor**
City Council
From: **Sondra Smith, City Clerk** *See*
Date: **September 26, 2014**
Re: **Petition for Referendum on Civil Rights Ordinance Number 5703**

My office has spent innumerable hours reviewing thousands of signatures on the petitions presented by Travis W. Story legal counsel for Repeal 119 Fayetteville requesting a referendum on recently passed Ordinance Number 5703 to amend the Fayetteville code by enacting **Chapter 119 Civil Rights Administration** for the City of Fayetteville. We had to reject signatures on petitions that were not properly notarized as required by Amendment 7 and state law. Arkansas Supreme Court decisions require a liberal evaluation of the petitions so that the goals of citizen review of government action is promoted.

Repeal 119 Fayetteville filed 802 petitions to my office on September 20, 2014. A copy of Ordinance Number 5703 was attached to each of the 802 petitions. Our evaluation revealed the petitions contained approximately 5,714 signatures.

My office then attempted to validate the signatures on the petitions filed on September 20, 2014. We eliminated duplicate signatures, registered voters who became registered **after they signed the petition** or who failed to date the petition so that we could not determine whether their recent voter registration occurred before or after they signed the petition.

In all of our evaluations of the petitions, we accepted the affidavit of the canvasser as true. Every affidavit is a sworn statement that the canvasser personally witnessed each voter sign the petition. Thus, we did not question the accurateness of any signature on a properly sworn to petition. My office is only supposed to examine what is presented and filed in my office to see if the referendum petition is sufficient. Information or allegations about questionable signatures or questions of canvassers is a subject for litigation before a Judge, and not within my power or responsibility as Fayetteville City Clerk.

CONCLUSION

The petitions with the ordinance and affidavits attached yielded slightly more than the 4,095 signatures required to call a special referendum election. **Therefore, as Fayetteville City Clerk, I certify that the Referendum Petition concerning Ordinance Number 5703 passed on August 20, 2014 is SUFFICIENT pursuant to the requirements of Amendment 7 and Arkansas law.**

Smith, Sondra

From: Becky Lewallen <BLewallen@co.washington.ar.us>
Sent: Tuesday, September 30, 2014 12:00 PM
To: Smith, Sondra
Subject: RE: City of Fayetteville Referendum Election

Sondra,

We will have your election December 9, 2014 as long as you can file your ordinance with us on or by October 10, 2014. The law requires it to be filed in our office sixty days before the election. I think Jennifer would like ballot language information as soon as possible so they can start working on ballot prep. Do you think you can have the ordinance filed with us by October 10, 2014?

Thanks,

BeckyLewallen

Washington County Clerk

From: Smith, Sondra <:ssmith@fayetteville-ar.gov>
Sent: Tuesday, September 30, 2014 11:54 AM
To: Election Commission; Becky Lewallen
Cc: Williams, Kit; Travis Story
Subject: City of Fayetteville Referendum Election

Hi Jennifer and Becky

The City of Fayetteville has verified signatures on petitions that were turned in to send the Civil Rights Ordinance that was passed on August 20, 2014 to a Special Election. The petitions called for an election date of December 9, 2014. I will place an item on the City Council agenda requesting the Special Election. I have a few questions for you

1. Is it feasible to have a Special Election on December 9, 2014 for this referendum.
2. What date do you need the ballot title to meet the December 9, 2014 Special Election date.
3. If the Special Election is not feasible for December 9, 2014 please explain why
4. If December 9, 2014 is not feasible what date is feasible for a Special Election regarding this referendum.

We appreciate your service. Thanks for your help!
Sondra

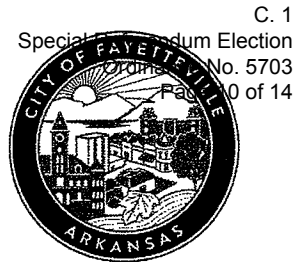
Office of the City Clerk Treasurer
Sondra E. Smith CAMC, CMC
City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
479.575.8323
ssmith@fayetteville-ar.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)





OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
Sondra Smith, City Clerk/Treasurer
City Council

FROM: Kit Williams, City Attorney

DATE: September 30, 2014

RE: Civil Rights Ordinance Referendum

Amendment 7 to the *Arkansas Constitution* (now codified as Article 5 § 1 of the *Arkansas Constitution*) and Title 7 of the *Arkansas Code* establish the procedures for setting the special election date and creating the ballot form for a referendum.

Special Election Date

The special election must occur within 120 days of the City Clerk's certification of the petition calling for the referendum. The City Clerk certified the sufficiency of the petition on September 26, 2014; therefore, the election must be held no later than January 27, 2015. Ark. Code Ann § 7-11-205 requires that special elections be held on the second Tuesday of the month which restricts the possible election dates to December 9, 2014 or January 13, 2015. If the City Council chooses the December election date, the Election Commission must receive the ballot information no later than October 10, 2014.

Ballot Form

Ark. Code Ann. § 7-11-204 requires the resolution passed by City Council setting the special election to include:

- (1) The date of the special election;
- (2) The full text of any measure or question for which the election is called;
- (3) The ballot title, if any, for the measure or question for which the election is called; and
- (4) Any other information required by law.

Ark. Code Ann. § 7-9-105 includes a form that was adopted by the General Assembly as a template for referendum petitions. The information contained in the petition is then used to create the ballot for the election. Rather than precisely following this form, the petitioners seeking to refer the Civil Rights Administration Ordinance to the voters suggested their own ballot title which might unfortunately confuse the voters.

This mistake does not invalidate the petition, but the ballot title should follow the form prescribed by the Legislature. It is more straightforward and understandable for the ballot to follow the form set forth in state law, in which a "For" vote on the ballot is actually a vote **for** the ordinance and an "Against" vote is a vote **against** the ordinance. This would be much clearer for voters than a "For" vote on the ballot actually being a vote **against** the ordinance and an "Against" vote being a vote **for** the ordinance. Therefore, the proposed Special Election and Ballot Resolution contains the language that conforms to Ark. Code Ann. § 7-11-204 and 7-11-107 (c).

The statutory requirement that a "For" vote must be **for the measure** and cannot be against its enactment is made very clear by A.C.A. § 7-9-107 (c). Although this statute relates to state issues and gives the Arkansas Attorney General the duty to correct misleading ballot titles, it is certainly instructive in our case despite the fact that this statute does not give city attorneys this pre-circulation corrective powers.

This statute requires a "redesign...(of) the ballot title" if:

"the ballot title, or the nature of the issue, is presented in such manner that the ballot title would be misleading or **designed in such manner that a vote 'FOR' the issue would be a vote against the matter** or viewpoint that the voter believes himself or herself casting a vote for, or, conversely, that a vote 'AGAINST' an issue would be a vote for a viewpoint that the voter is against." A.C.A. § 7-9-107 (c) (emphasis added).

Unfortunately, the petitioners' proposed ballot title to "Repeal" suffers from the exact misleading problem prohibited by the Legislature in A.C.A. § 7-9-107 (c). Such a misleading ballot title would confuse voters on both sides of this issue and thus must be corrected to conform with state law.

The Legislature spelled out what should be the ballot language for County ordinances subjected to a referendum in Ark. Code Ann. § 14-14-917, *Initiative and Referendum Elections*. I regret that this was not expressly made applicable to municipal referendum elections or that municipal referendum elections do not have their own state statute to clearly explain exactly how a ballot should read. However, I believe that city councils are closely analogous to county quorum courts so that the same referendum procedure for their ordinances should be applicable to both local governing bodies.

In Ark. Code Ann. § 14-14-917(d), *Ballot Specifications for Initiative and Referendum Measures*, the Legislature states:

"So that electors may vote upon the ordinance or measure, the board shall cause the ballot title to be placed on the ballot to be used in the election, stating plainly and separately the title of the ordinance or measure so initiated or referred to the electors with these words:

FOR PROPOSED INITIATIVE (OR REFERRED) ORDINANCE
(OR AMENDMENT) NO. _____

AGAINST PROPOSED INITIATIVE (OR REFERRED)
ORDINANCE (OR AMENDMENT) NO. _____."

If the proposed Special Election and Ballot Resolution is approved, the ballot at the special election will include the title of the Ordinance that was passed on August 20, 2014 along with the full text of the ordinance. Below that, there will be two options for the voters: For Referred Ordinance No. 5703 and Against Referred Ordinance No. 5703.

Exhibit A

PROPOSED BALLOT LANGUAGE FOR
REFERENDUM ELECTION FOR FAYETTEVILLE CITY ORDINANCE NO. 5703

ORDINANCE NO. 5703

AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING CHAPTER 119 **CIVIL RIGHTS ADMINISTRATION** TO PROTECT THE CIVIL RIGHTS OF FAYETTEVILLE CITIZENS AND VISITORS AND TO CREATE THE POSITION OF CIVIL RIGHTS ADMINISTRATOR FOR THE CITY OF FAYETTEVILLE

WHEREAS, the City of Fayetteville seeks to protect and safeguard the right and opportunity of all persons to be free from unfair discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status; and

WHEREAS, the City of Fayetteville seeks to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

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 enacts Chapter 119 **Civil Rights Administration** as shown on Exhibit "A" attached hereto.

FOR REFERRED ORDINANCE NO. 5703

☐

AGAINST REFERRED ORDINANCE NO. 5703

☐

Legistar ID No.: 2014-0422

AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF October 7, 2014

FROM:

CITY COUNCIL MEMBER Alan Long & Rhonda Adams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

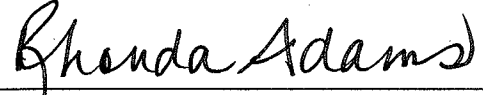
A RESOLUTION TO REQUEST THAT THE ADMINISTRATION STUDY THE NECESSITY AND FEASIBILITY OF ADDING A NINTH BEAT AND FIVE ADDITIONAL POLICE OFFICERS TO THE FAYETTEVILLE POLICE DEPARTMENT

APPROVED FOR AGENDA:



City Council Member Alan Long

09-26-2014
Date



City Council Member Rhonda Adams

9/26/14
Date



Assistant City Attorney Blake Pennington
(as to form)

9/26/14
Date

Pennington, Blake

From: Longward4@gmail.com <longward4@gmail.com>
Sent: Wednesday, September 24, 2014 7:05 PM
To: Pennington, Blake
Subject: Re: Resolution for new police beat

That looks great! I'll sign it and let Sondra know that the other alderman can come in and sign also if it meets their approval.

Thank you!!!

Sincerely,

Alan T Long
City of Fayetteville, AR
City Council Member-ward 4
Longward4@gmail.com

On Sep 24, 2014, at 5:09 PM, "Pennington, Blake" <bpennington@fayetteville-ar.gov> wrote:

See if you like the highlighted sections. I had to rework the second whereas paragraph so it would flow better.

--
Blake E. Pennington
Assistant City Attorney
Tele: (479) 575-8313
bpennington@fayetteville-ar.gov

From: Longward4@gmail.com [<mailto:longward4@gmail.com>]
Sent: Wednesday, September 24, 2014 5:04 PM
To: Pennington, Blake
Subject: Re: Resolution for new police beat

I like this. Good job! Can you add in the statistics section, whereas statements that the chief of police has provided this information?

Sincerely,

Alan T Long
City of Fayetteville, AR
City Council Member-ward 4
Longward4@gmail.com

On Sep 24, 2014, at 3:34 PM, "Pennington, Blake" <bpennington@fayetteville-ar.gov> wrote:

Alan,

Attached is a draft resolution. Please let me know if you have any comments, questions or changes. Once we get this finalized, Patti will prepare the agenda request form for you to sign.

Thanks,

Blake

--
Blake E. Pennington

Assistant City Attorney
113 W. Mountain St., Suite 302
Fayetteville, Arkansas 72701
Telephone: (479) 575-8313
bpennington@fayetteville-ar.gov

<image001.jpg> <image002.jpg>

<RES - ALDERMAN LONG - REQUEST FEASIBILITY STUDY ON ADDING NINTH BEAT OF FIVE
POLICE OFFICERS.doc>

<RES - ALDERMAN LONG - REQUEST FEASIBILITY STUDY ON ADDING NINTH BEAT OF FIVE
POLICE OFFICERS.doc>

Memo from Alan Long to the City Council of Fayetteville

Members of the council:

I apologize that this was unable to be added to the tentative agenda that was sent out on Friday. Due to the new system for the agenda and my schedule, I was unable to sign the agenda request form in time.

Alderman Adams and I believe that this is something that should be discussed along with the budget. Therefore, Alderman Adams and I are bringing this forward as a walk-on agenda item.

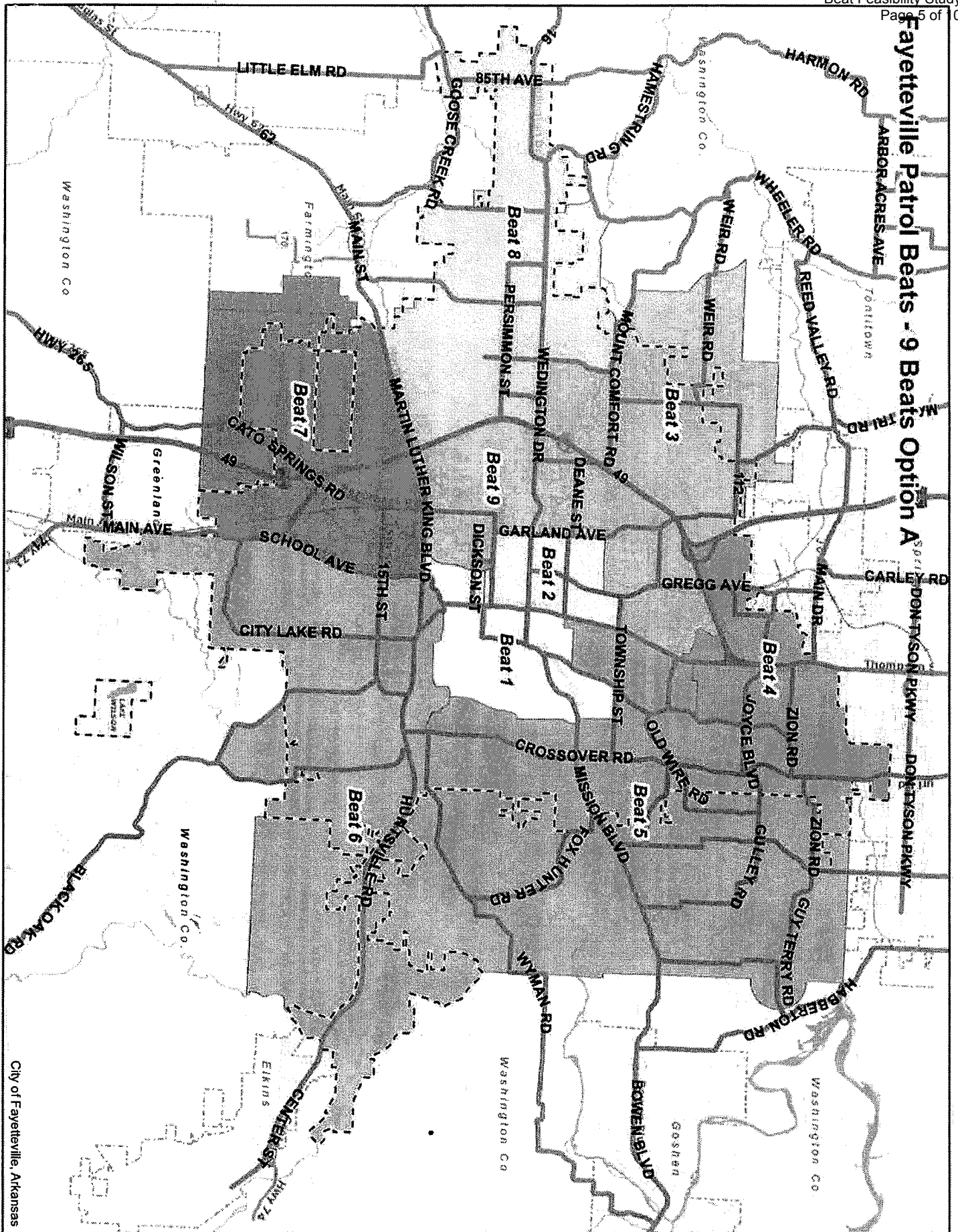
Resolution to add an additional police beat to the Fayetteville police force:

Currently we have 8 police beats.

FACTS:

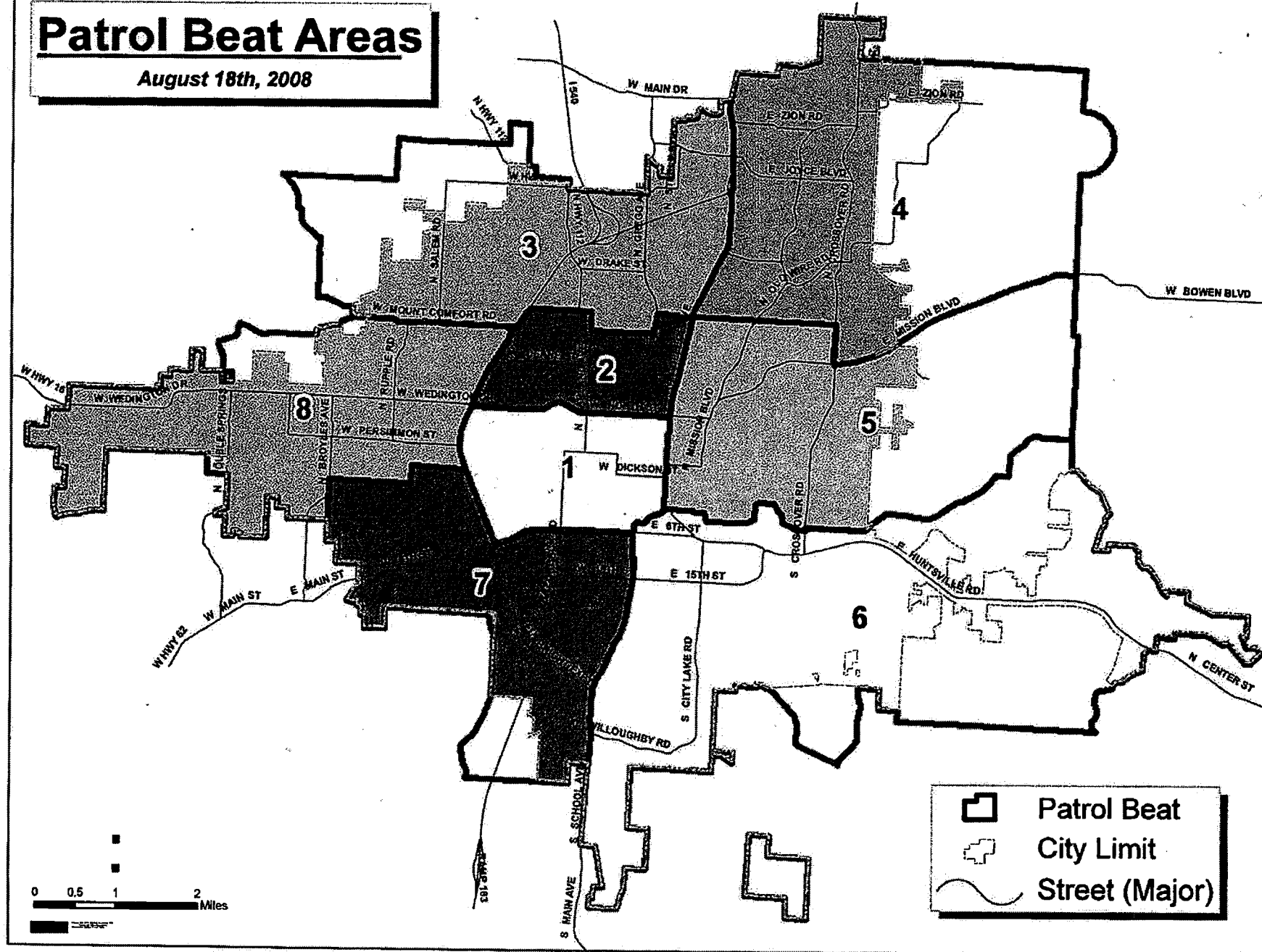
- Fayetteville is below the industry average by 26 officers (based on a per capita average)
- Fayetteville has a median crime rate
- Out of the 10 largest cities in Arkansas, Fayetteville has the lowest number of police, patrol officers on duty (per capita) at any given time.

Fayetteville Patrol Beats - 9 Beats Option A



Patrol Beat Areas

August 18th, 2008



Fayetteville Police Department New Officers & Vehicle Expense Projection

New Officer Expenses

Salary	<u>Per Officer</u>	<u>5 Officers</u>
Base Salary per New Officer	\$ 37,181	\$ 185,906
Overtime	2,058	10,290
	<u>\$ 39,239</u>	<u>\$ 196,196</u>

Fringe Benefits per Officer

Medicare	569	\$ 2,845
Health Insurance	7,998	39,989
Life Insurance	113	565
Retirement	8,177	40,887
Workers Comp	683	3,415
Professional Liability Insurance	300	1,500
Fringe Benefits per Officer	<u>\$ 17,840</u>	<u>\$ 89,201</u>

Total Salary & Fringe	<u>\$ 55,021</u>	<u>\$ 275,107</u>
----------------------------------	-------------------------	--------------------------

Uniform, Equipment, & Training Per Officer

Uniform	3,050	\$ 15,250
Bulletproof Vest	785	3,925
Duty Weapons	531	2,656
Communication Equipment	4,250	21,250
Taser w/ Cam	1,940	9,700
Academy Training - Per Diem	780	3,900
FTO Trainer	1,080	5,400
Total Equip & Training per Officer	<u>\$ 12,416</u>	<u>\$ 62,081</u>

Total Operating Costs per Officer	<u>\$ 67,438</u>	<u>\$ 337,188</u>
--	-------------------------	--------------------------

*less \$2656 for
existing equipment
that could be used.
New equipment
cost would be
\$59,425
approximately.

New Patrol Unit Expenses

Capital Outlay	<u>\$ 52,000</u>
-----------------------	-------------------------

Operating Expenses	<u>Annual</u>
Motor Pool Charges	2,949
Replacement Charges	9,600
Shop Overhead Charges	893
Shop Overhead Insurance	370
Fuel	10,710
Total Annual Operating Expenses	<u>\$ 24,522</u>



Alan Long <longward4@gmail.com>

5 officer cost

Tabor, Greg <gtabor@fayetteville-ar.gov>

Tue, Sep 2, 2014 at 1:43 PM

To: "Longward4@gmail.com" <longward4@gmail.com>

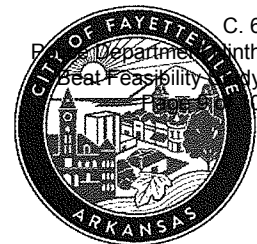
Alan,

From the excel spreadsheet I sent you we can delete the 5 duty weapons for a total \$2656.00 . We have that many extras on hand. We might also be able to deduct some from the uniforms, but that would just be a guess. We could only determine that after a hire was made. Please let me know if you need anything else. Greg



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

THRU: Kit Williams, City Attorney

FROM: Blake Pennington, Assistant City Attorney 

DATE: October 1, 2014

RE: Walton Arts Center Cost Share

I originally prepared this item as a resolution for a cost-share with the Walton Arts Center. City Attorney Kit Williams reminded me that the City Council must not only approve the cost-share agreement but also must approve a bid waiver since we are not bidding out the cost-share. Because the project is specifically for the Walton Arts Center, whose building we are removing for the Spring Street Parking Deck, and we are agreeing to share in the cost with the future user of the building, it is neither practical nor feasible to bid out the cost-share portion of this project. Therefore, I am resubmitting this as an ordinance to approve a bid waiver and to approve the cost share agreement with the Walton Arts Center. Please note that the construction, materials and other costs have been bid out – this addresses only the agreement to share the cost with the Walton Arts Center.

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

City of Fayetteville Arkansas City Council Meeting August 19-20, 2014

A meeting of the Fayetteville City Council was held on August 19-20, 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, Justin Tennant, Martin Schoppmeyer, Rhonda Adams, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Quarterly Financial Report – 2nd Quarter 2014, Paul Becker, Finance Director

Paul Becker, Finance Director gave the 2nd Quarter Financial Report for 2014.

Agenda Additions: None

Consent:

Approval of the August 05, 2014 City Council meeting minutes.

Approved

Evans Construction and Remodeling, LLC (898 S. Hill Avenue): A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$39,765.00 for Community Development Block Grant Rehabilitation of an eligible residence located at 898 S. Hill Avenue.

Resolution 148-14 as recorded in the office of the City Clerk.

Justice Assistance and State Drug Crime Enforcement Grant: A resolution accepting the 2014-2015 Justice Assistance and State Drug Crime Enforcement Grant for Federal and State funding in the amounts of \$73,705.16 and \$111,529.83 respectively, as a portion of the funding for the 4th Judicial District Drug Task Force.

Resolution 149-14 as recorded in the office of the City Clerk.

B & H Photo Video: A resolution to award Bid #14-44 and authorize the purchase of components for a Location Production System from B&H Photo-Video Corp. in the amount of \$26,971.13 for use by the Media Services Division.

Resolution 150-14 as recorded in the office of the City Clerk.

McClelland Consulting Engineers (Zion Road): A resolution to authorize an amendment to the contract with McClelland Consulting Engineers, Inc. in an amount not to exceed \$90,610.00 to provide for design and related services for sanitary sewer relocation and improvements along a portion of Zion Road, and to approve a Budget Adjustment.

Resolution 151-14 as recorded in the office of the City Clerk.

John Stalling Studio (Art Sculpture at the Marion Orton Recycling Drop Off Center): A resolution to authorize a contract with John Stalling Studio in the amount of \$9,400.00 for an art sculpture to be installed at the Marion Orton Recycling Drop Off Center, and to approve a budget adjustment.

Resolution 152-14 as recorded in the office of the City Clerk.

CivicPlus (Website Redesign): A resolution to authorize a contract with Icon Enterprises, Inc. doing business as Civicplus in the amount of \$65,714.00 plus applicable taxes for City website and intranet redesign and hosting, and to approve a project contingency in the amount of \$6,571.00.

Resolution 153-14 as recorded in the office of the City Clerk.

New World Systems (Data Sharing Software Module): A resolution to authorize an amendment to the contract with New World Systems in the amount of \$23,980.00 plus applicable sales tax for the addition of a data sharing software module to the existing Police Department records management system, and to authorize the mayor to sign memoranda of understanding with the cities of Rogers and Bentonville regarding the sharing of police records.

Resolution 154-14 as recorded in the office of the City Clerk.

Bid #14-43 Benchmark Construction: A resolution to award Bid #14-43 and authorize the mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and to approve a project contingency of \$8,575.90.

Resolution 155-14 as recorded in the office of the City Clerk.

Master Street Plan Amendment: A resolution amending the Master Street Plan by removing the internal collector streets that were planned in the Southpass R-PZD 08-2898 and downgrading Finger Road from a collector to a local street from the intersection of Plumerosa Road South to the Mount Kessler area, as described and depicted in the attached map.

Resolution 156-14 as recorded in the office of the City Clerk.

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

Unfinished Business:

Enact Chapter 119 Civil Rights Administration: An ordinance to amend the Fayetteville Code by enacting Chapter 119 Civil Rights Administration to protect the Civil Rights of Fayetteville citizens and visitors and to create the position of Civil Rights Administrator for the City of Fayetteville. ***This ordinance was left on the First Reading at the July 15, 2014 City Council meeting. This ordinance was amended and left on the Second Reading at the August 5, 2014 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan: I want to put all the amendments together and everybody speak on the amendments only. We will then take public comments on the ordinance in its entirety.

Alderman Petty: Thank you to everyone for showing up tonight. I want to ask everybody on behalf of our community to please remember we are all human and we all wonder about the same things. No matter what our personal opinions are, the most important thing for this meeting is that

people don't point fingers or question each other's integrity. There is a way to speak in a civil manner that allows us to maintain our togetherness as a community.

I would like to offer two amendments. We have heard a lot of concerns and I believe some of them have been raised in good faith. There are some misconceptions about the ordinance that pastors or churches may be required to provide services that are against their religious beliefs or open their church buildings to groups with practices against their religious beliefs. I want to make this ordinance absolutely clear that will not be required.

We have heard a lot of claims this ordinance will be used as a defense for sexual crimes and that is not true. The City Attorney wrote a memo to this effect about what the current language says. Could you explain that this ordinance couldn't be used as that sort of defense?

City Attorney Kit Williams: On August 15, 2014 I wrote the Mayor and City Council a memo to explain about some misconceptions. State law is always more important and will trump and control any city ordinance. There are two state laws that might have some application if someone who was inappropriate and attempting to go in to a bathroom, locker room or dressing room for the wrong gender. Indecent exposure and disorderly conduct are the two state statutes. I cited them in my memo to you and talked about what would be required to prove them and especially under disorderly conduct it can occur if a person "recklessly creates a risk of public inconvenience, annoyance or alarm, if he or she in a public place, exposes his or her private parts." We've spoken to the Police Chief and he had no doubt that if someone of the incorrect gender tried to go into a bathroom they would be arrested.

Greg Tabor, Chief of Police: I agree with what Kit said. I do believe depending on the exact circumstances of the particular incident, that person would be subject to be arrested for disorderly conduct and possibly indecent exposure.

City Attorney Kit Williams: This is my interpretation also and I think it would be the interpretation of the City Prosecutor who works in my department. I don't actually see this as likely to occur very often. Disorderly conduct and indecent exposure is one of the most commonly charged crimes in the United States. It will continue to occur whether or not we pass this ordinance. This ordinance would not be a shield for someone who tries to say you can't arrest me because of the ordinance. State law is not affected by our ordinance. In my memo I suggested that even though that is correct, it might be better for the City Council to adopt an amendment to make it clear this ordinance has no intent to allow that kind of behavior.

Alderman Petty explained the second amendment he was proposing is what City Attorney Williams just stated. Alderman Petty read each amendment verbatim.

Alderman Petty Amendment 1

Alderman Petty moved to amend the ordinance as follows: 119.07 Exemptions: Strike (I) and replace as follows:

- (I) Nothing in this Chapter shall be construed to require any religious or denominational institution or association to open its tax exempt property or place of worship to any individual or group for any ceremony or meeting, except for any activity or service that is supported in whole or part by public funds.

Alderman Long seconded the motion.

Alderman Petty Amendment 2

Alderman Petty moved to amend the ordinance as follows: 119.07 Exemptions: Adopt a new (J) as follows:

- (J) Designating a facility as a gender-segregated space shall not be a violation of this chapter. Nothing in this chapter shall be construed as allowing any person to enter any gender-segregated space for any unlawful purpose.

Alderman Marsh seconded the motion.

Alderman Tennant: I have an amendment to send this to the public for a vote. I believe by adding this to the ordinance itself, whatever final ordinance we come up with after amendments, moving it to the public and the general election is the right thing to do.

Alderman Tennant Amendment 3

Alderman Tennant moved to amend the ordinance to send the final ordinance to a vote of the people. Alderman Schoppmeyer seconded the motion.

City Attorney Kit Williams: This would be substituting for the current enacting ordinance which would enact the code section into the Fayetteville code and change it instead into a referral ordinance.

Mayor Jordan: How would you replace one for the other?

City Attorney Kit Williams: You would amend the first one and it would be replaced by this one if that passes, then this would be the ordinance that would be the operative ordinance.

City Attorney Kit Williams read Alderman Tennant's proposed amended ordinance.

Alderman Tennant: There are three reasons I came to this decision to try to put this amendment together. The first one is the overwhelming response I have received for this ordinance on both sides. It has been a huge vision into the people of this city when I saw most of them don't want to discriminate. They don't want the negativity that comes with that. They really like some of the parts of this ordinance, but some of them have problems with other parts of the ordinance. With the thousands of emails and hundreds of phone calls I've gotten, I think the people have spoken, at least to me, from both sides that want their voices heard. I have seen polls conducted showing support for this and polls showing no support for this. The best thing about tonight is we will

amend this to whatever final ordinance we have and we hand that to the people in the general election.

What is our responsibility as a City Council? Isn't this our responsibility? The majority of the times it is. I've never had anything happen on this Council where our decision wasn't justified. In this particular case, you've got a massive amount of people who wish their voices to be heard on both sides. Another reason we should do this is because it would give people several months to look at the final ordinance and have discussions and debate. At the end of the day we don't own the democratic process that belongs to you. You can take your right to vote no matter what we do tonight. I know there is a movement already to get a citizen petition together if we pass this and don't send it to the voters to get this on an election at a separate time.

Alderman Tennant explained the process of getting the ordinance on the general election. He explained the process of a special election and the cost associated to taxpayers for a special election. He stated he believes in the City of Fayetteville more than ever. He stated Mayor Jordan has said many times that this is a partnership between the people and the government. He stated he knows no better partnership than as elected officials to listen to their constituents, have hours of meetings and put together a document they believe the public should vote on.

City Attorney Kit Williams: We can get it to the County Clerk in time to meet the general election if it is passed tonight.

Alderman Long: If this position were to pass tonight or if it were to pass in the general election, what department would this fit under? Do you know?

Mayor Jordan: I do not. Tomorrow I am going to Jonesboro and when I get back I will meet with staff to make a determination where it goes, depending on what happens here tonight.

Alderman Long: This is more of a legal position. A lot of times this is under the City Attorney's office and currently we have it under the Mayor's office. I wanted some clarification on why this would be under the executive branch instead of the judicial branch.

City Attorney Kit Williams: The reason for that primarily is I have a very small department. The City Prosecutor is in my department, so there might be a perceived conflict of interest if my department was initially investigating it and then sending items to the City Prosecutor. People might feel like he would not be able to use his full discretion. The Mayor has all the other employees except for some that work for the City Clerk and the Judge, both are elected. It is appropriate for this to be done by the administration. It is an administrative duty. There are no legal duties and no analysis of whether or not someone has a cause of action.

Mayor Jordan explained the rules regarding public comment. He requested all Fayetteville citizens speak first. He stated all amendments will be discussed first and then after the amendments, the ordinance as a whole will be discussed.

Anne Shelley, 774 South Cherry Lane stated she is in favor of amendment 2. She spoke in opposition of amendment 3.

Alderman Tennant stated if we gave people a chance over the next two months to educate themselves it would clear up misconceptions and create a better community.

Anne Shelley stated she appreciated Alderman Tennant's words and would welcome any educational forum.

Joshua Crawford, 1705 North Sang stated he doesn't believe amendment 1 goes far enough. He spoke in opposition of amendment 3.

Laura Hampton, 920 North Leverett Avenue stated amendment 1 and 2 clears up a tremendous amount of misinformation. She spoke in opposition of amendment 3.

Jim Newberry, 1658 North Willowbrook Drive stated he liked the comments about taking this to a public vote.

A discussion followed clarifying amendment 3.

John Burnett, 4597 East Davis is in favor of amendment 3.

Joseph Collins, 1434 North Lunsford stated he believes amendments 1 and 2 are good and clear up any misconceptions. He spoke in opposition of amendment 3.

Jay Phillips, 2055 South Cline Avenue stated he appreciated Alderman Tennant's conviction in taking it to a vote. His concern is historically the nation does not have a very good track record with putting the rights of the minority up to a vote of the majority. He stated amendment 1 was fair.

Peter Tonnessen, 3500 Hearthstone Drive stated he had concerns about who gets to determine what is taxable, the standard should be broader and protect individuals on amendment 1. He stated amendment 2 concerned him because he thought the purpose of the ordinance was to make it lawful for certain people with gender issues to use whatever bathroom they chose. He spoke in favor of amendment 3.

Alderman Tennant: The reason I want to push this forward tonight is because if we don't, we will miss the election schedule.

Nathan Sutherland Kordsmeier, 833 South Curtis stated it is sad the clarification that indecent exposure would be a crime is necessary. He spoke in opposition of amendment 3.

Alex Hickman, 4300 West Chaparral Lane requested clarification about tax exempt properties on amendment 1.

City Attorney Kit Williams: A tax exempt property is exempted by the County Assessor's office. They determine whether or not a piece of real property is tax exempt. They have various test they

look at. Some of the city's property is tax exempt, but not all of it. This is probably true for churches and other institutions. Most church property is tax exempt.

A discussion followed about the definition of public funds.

Alex Hickman believes amendment 1 and 2 are a good first step. He stated he agrees with Amendment 3.

Jay Parker, 432 North Washington stated he appreciated the clarifications of amendments 1 and 2 even though he doesn't agree with them. In regards to amendment 3, he believes it is important to move forward on the decision and if there is enough outcry against this, let the people bring it to a special election.

John LaTour, 410 North Oliver stated he supported all three amendments.

Gladys Tiffany, 105 North Willow stated she is speaking in support of the vote on amendment 3.

Kaylen, Ward 3 resident spoke in support of amendments 1 and 2. She spoke in opposition of amendment 3.

Jeremy Flannigan, 1736 North Cannondale stated amendment 1 bothers him that it started with the knowledge and intent to take away some of our First Amendment rights. He stated when you take away certain First Amendment rights to just get some of them back, it doesn't instill a lot of confidence. He feels that if the intent was to exempt churches it could have been done with a blanket exemption as has been done with others in this ordinance. On amendment 2 he believes people will use any loop hole and law to do what is not right. He cited a report where a man is transgender who changes in a woman's locker room and is exposed to young children.

Mayor Jordan: That would be illegal even if this passes. Isn't that correct Kit?

City Attorney Kit Williams: In Arkansas it would be illegal.

Jeremy Flannigan: It would be illegal for a transgender person protected under gender identity. He's not exposing himself with the intent to gain a rise out of it. He is a biological man who is transgender, who is now protected by gender identity which is a protected class and he goes into that locker room and unrobes.

Mayor Jordan: The City Attorney has sent us a memo on the laws.

City Attorney Kit Williams: I think he would probably be guilty of disorderly conduct, which can occur if a person recklessly creates a risk of public inconvenience, annoyance or alarm, he or she in a public place exposes his or her private parts. Regardless of why he is doing it, if he recklessly causes this risk of public inconvenience and alarm, then he can be guilty of disorderly contact. Police Chief Tabor agreed under that type of circumstance he would be arrested.

Jeremy Flannigan: If we give him gender identity protected status and he disrobes in a woman's locker room, how is that reckless when he is simply living underneath the protected status we have given him?

City Attorney Kit Williams: State law is much superior than the ordinance we are looking at right now. State law can ignore any city ordinance because it is above us. We can't pass any ordinance that would affect the state law. He could not use a city ordinance in order to do a defense to a state law claim.

Jeremy Flannigan stated he is torn on amendment 3 because as a whole he thinks we should have started from a different base on creating an anti-discrimination legislation.

Lance Reed, 1238 51st Avenue spoke in opposition of amendment 3.

Laurent Sacharoff, 420 East Rebecca Street stated he is in favor of the underlying ordinance, but against amendment 3.

David Garcia, 252 Thompson spoke in opposition of amendment 3.

Janis Walters, West 24th Street: If you go into the wrong restroom with criminal intent that is against the law and it should be. If I go into the restroom, according to this amendment, I would not be breaking the law, is that correct?

City Attorney Kit Williams: If there is no disorderly conduct, then that is correct.

Janis Walters spoke in favor of amendments 1 and 2. She spoke in opposition of amendment 3. She requested to know if there was a question on the wording of definitions 119.02, could that be addressed by the public or does she need to bring that to her Council members first.

City Attorney Kit Williams: The amendments to be proposed must be proposed by the City Council or the Mayor. The public can't propose amendments.

Houston Hughes, 888 West Lawson Street spoke in opposition of amendments 1 and 3. In regards to amendment 2 he stated he does not believe there are any statistics that would indicate there have been more cases of indecent exposure or serial assault in communities that have passed equality ordinances.

Josh McFadden, Ward 4 resident stated amendment 1 is a good step in the right direction, but is so broad and vague and doesn't fix the entire problem. He spoke in favor of amendment 3.

Amanda Kucharski, 650 West Center Street spoke in support of amendment 2.

Fernando Garcia, Adams Street spoke in opposition of amendment 3. He spoke in favor of the ordinance.

Allison Williams, 134 South Locust spoke in opposition of amendment 3.

Anne Hanna Newell spoke in favor of amendment 3.

Reverend Abigail Letsinger, Corner of Maple and Highland spoke in favor of amendment 1. She spoke in opposition of amendment of 3.

Teresa Turk, 1408 West Cleveland spoke in opposition of amendment 3. She spoke in favor of the ordinance.

Alderman Long: On amendment 1 and 2, how do you feel about those?

Teresa Turk: I feel like those are fine amendments to include.

Michael Collins, Giles Road spoke in opposition of amendments 1 and 2. He requested the word fear monger to be eliminated from being used. He spoke in favor of amendment 3.

Mayor Jordan: I don't like name calling. I will eliminate the word fear monger from being used.

Justin Fletcher, 193 West 29th Court stated amendments 1 and 2 are not necessary, but he has no objections to them. He spoke in opposition of amendment 3.

Charlie Collins, 3225 Piper Glen spoke in favor of amendment 3.

John Miller, 1462 North Dawn Drive spoke in opposition of amendment 2.

Natasha Miller, 1462 North Dawn Drive spoke in opposition of amendment 2 and is in favor of amendment 3.

Anthony McKaskle, 730 West Van Gogh Place spoke in opposition of amendment 3.

Jerry Patton, 524 North Shady Avenue spoke in opposition of amendment 1 and 2. He spoke in favor of amendment 3.

David Embree, 1910 North Juneway Terrace stated he has heard the argument of not passing amendment 3 because it would be expensive. He believes ethical actions should not be avoided because of expense. In regards to amendment 2, he stated bathrooms are low security areas and unless security personnel is in position outside of bathrooms and changing rooms there is no reasonable expectation this will be monitored seriously.

Donna Daniels, Ward 4 spoke in opposition of amendment 3.

John Treat, 700 West Cleveland Street spoke in opposition of amendment 3.

Olivia Trimble, 2311 South Cameron Circle stated in regards to amendment 2 we should have more faith in our citizens to do what is right and not be entering bathrooms to molest children.

JoAnn Kvamme, 1982 Greenview Drive spoke in opposition to amendment 3.

Robyn Riggins, 888 West Lawson Street spoke in opposition to amendment 3.

Chris Haas, 2786 Boardwalk Court spoke in favor of amendment 3.

Justine Turnage, resident stated she is transgender and is happy for the existence of bathroom stalls and privacy curtains. She believes she would raise alarm if she was to go into a men's restroom rather than the women's restroom. She spoke in favor of amendment 1. She spoke in opposition of amendment 3.

Lance Brewer, 3054 East Stone Mountain Drive spoke in favor of amendment 3.

Lacount Reber, 3140 North Malinda Drive is concerned for amendments 1, 2 and 3. He doesn't believe things have been handled well. He believes amendment 1 is flawed. He believes amendment 2 will be abused and violated.

Clay Morton, 2919 Dorothy Jeanne Lane spoke in favor of amendment 3.

Anita Shanay, lives east of the Ward 3 boundary spoke in opposition of amendment 3.

Olivia Suzanne Demille, Nonresident of Fayetteville spoke in opposition of amendment 3. She spoke in favor of amendment 1. She stated she opposed the need for amendment 2, but understands people's desire to have it.

Mason Hayes, 4043 North Cadillac Drive spoke in favor of amendment 3.

Joe Fries, 2518 North Sheffield Place spoke in favor of amendment 3.

Doug Paschal, 18518 Duncan Road stated he does not think amendment 1 goes far enough. When speaking on amendment 2, he stated men are men and women are women. He stated how you feel and look at yourself is a personal choice. He spoke in favor of amendment 3.

Kathryn Osborne, 16902 Bethlehem Road, Winslow: On amendment 1, if people do not belong to the church and use the property for various things, does that make us non-exempt?

City Attorney Kit Williams: No, I do not think that would affect your meeting space. The only thing that could affect the churches meeting space would be if you were receiving state, federal or local funds in order to do an event. If you were to do an outreach and you received tax dollars, then at that point for that particular event you would not be able to discriminate. But a part from that I think you all would remain exempt. Alderman Petty, is this correct in your understanding?

Alderman Petty: I think the City Attorney did a fine job of explaining. We have the same understanding of the law.

Kathryn Osborne: Our church has a Christian school and we are accredited by the state. We have lunch programs and so I am assuming we get government money. Does that open our whole school up to a non-exempt status?

City Attorney Kit Williams: I would think if you were receiving state money for that particular school part of your church, and you want to accept state money, then you would not be exempt from this ordinance.

Kathryn Osborne: Could that be exempted because we do pay taxes as Christians and we educate our kids just like everybody else. Our taxes go the public school and I find it unfair and discriminative against me as a Christian. I can't go out into the community in my job according to amendment 1. I'm not understanding why certain people should have every right, everywhere and ours so limited.

Alderman Long: Your question was specifically about the lunch program. Taking that as an example wouldn't that fall under, except for any activity or service that is supported in whole or part by public funds? In that case if it were just a lunch program, would that not mean just the lunch program would not be exempted?

City Attorney Kit Williams: If they restricted who could attend their school and participate in the lunch program, then I think that would probably not be allowed under this. They would be taking taxpayer funds and saying that if you don't pass their religious test, then you could not participate in the lunch program because you could not be at their school.

Alderman Long: Maybe that is a bad example, but say it is the safe driving classes that some private schools may offer. Would that be an example of the one section that the private school would have to follow?

City Attorney Kit Williams: It is only the activity that is supported by tax funds.

Kathryn Osborne believes amendment 1 needs to be addressed further.

Bob Ballinger, State Representative for Eastern Washington County stated if your intent on amendment 1 is to exempt churches, then why didn't you put churches under the exempt status. He stated amendment 2 doesn't really do anything because it is a matter of perception.

A discussion followed about taking classes at private schools under Arkansas law.

Steve Fowler, 4746 Maple Grove Drive stated to try to take the constitutional right and define it into a property description is not right. He spoke in favor of amendment 3.

Keema Wright, 17259 Lake Sequoyah Road spoke in favor of amendment 3.

Randy Alexander, State Representative spoke in favor of amendment 3. He does not believe amendment 1 and 2 solves the problem. He stated just because we perceive something, doesn't mean it is true.

Kerry Fayland Maxwell, Fayetteville resident spoke in favor of amendment 3.

Mike Clark, 1732 North Applebury Place spoke in opposition of amendment 3.

Sasha Canan, 2020 North Levertt Avenue spoke in opposition of amendment 3.

Lexly, 150 South Hill Avenue spoke on opposition of amendment 3.

Rachael Jenson, 281 North Platinum Drive stated it is misogynistic to assume a transgender male to female is going to molest women and children in a women's restroom. She spoke in opposition of amendment 3.

Haley Zega, 1532 East Columbus Boulevard spoke in opposition of amendment 3.

Jennifer Chadbourne, 701 Sycamore Street spoke in opposition of amendment 3.

Laura Phillips, 2055 South Cline spoke in opposition of amendment 3. She spoke in favor of amendment 2.

Emily Williams spoke in opposition of amendment 3.

Sydney Pickle, 1174 West Cato Springs Road spoke in opposition of amendment 3.

Maria Biaz DeHicks, Ward 4 resident stated she was in bewilderment for the need of amendment 2. She spoke in opposition of amendment 3.

Bob Winkelman, 2216 North Old Wire Road spoke in favor of amendment 3.

Unnamed Citizen, spoke in favor of amendment 3.

Emile Phaneuf, 5558 East Ray Payne Drive spoke in favor of amendment 3.

Mayor Jordan closed public comment.

City Attorney Kit Williams read amendment 1.

Alderman Petty's amendment: 119.07 Exemptions: Strike (I) and replace as follows:

Alderman Petty Amendment 1

- (II) **Nothing in this Chapter shall be construed to require any religious or denominational institution or association to open its tax exempt property or place of worship to any individual or group for any ceremony or meeting, except for any activity or service that is supported in whole or part by public funds.**

This amendment was seconded by Alderman Long. Upon roll call the motion passed unanimously.

Mayor Jordan read amendment 2.

Alderman Petty Amendment 2

Alderman Petty's amendment: 119.07 Exemptions: Adopt a new (J) as follows:

- (J) Designating a facility as a gender-segregated space shall not be a violation of this chapter. Nothing in this chapter shall be construed as allowing any person to enter any gender-segregated space for any unlawful purpose.**

This amendment was seconded by Alderman Marsh. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read amendment 3.

Alderman Tennant: There are a lot of assumptions that are made, some people have said the majority won't support this. I struggle with that a little bit because if we don't let you vote, then it is saying to me that 51% of you, we think, will vote for discrimination. My problems aren't about anything to do with discrimination. It is more of how we enforce it and how we are going to deal with it as a city. It's not the discrimination pieces. People are assuming if we don't send this to the voter's, opposition will rise up and there will be more hate towards those that were discriminated. A lot of people may come up later and oppose this, not because of the discrimination pieces, but other things. I think we will hear that from business people and from a lot of people in the majority that have seen discrimination. To assume nobody in the majority knows anything about discrimination is quite a leap. If you are doing something for all people, you can't make assumptions like that.

Alderman Kinion: I am trying to be open minded about this because I initially had concerns about parts of it. The amendment we are talking about right now would make it very easy for me to pass the buck. I am not that kind of person. Fear will win out truth. Public safety for all is not optional and we need to move forward with this. The rights of the minority, up to the vote of majority is not always fair. The architects of misinformation are often better funded than those that are a disenfranchised minority. The young lawyer that said, "Democracy isn't perfect and fails when the rights of the minorities are an issue", speaks the truth. I am not going to support amendment 3.

Alderman Long: I had considered sending this to the ballot as the best option. If I've ever heard from Fayetteville constituents before, especially in Ward 4, this has been it. I have never had this much public input. Fayetteville and the people who live here have been educating for years and I don't know what two and a half months is going to do for that process. The major point is we have an opportunity to do what we were elected to do, vote on this.

Alderman Petty: It's not always easy to be elected because it is your job to make decisions. I'm voting against amendment 3. I'm not threatened at all about a general or special election because I have faith in the community of Fayetteville. People who have never participated in politics before, register to vote.

Mayor Jordan: In 2003 I was a City Council member from Ward 4. We had a smoking ordinance before us. I heard we could send it to a vote of the people and we had months of debate. It was a very difficult time. The vote was about 50/50 and I couldn't take the easy way out. I was elected to make a decision. I believed in it then. I believe in it now. If I have to vote, I will not vote to send it to the people.

Alderman Tennant Amendment 3

Alderman Tennant's amendment to the ordinance to send it to a vote of the people was seconded by Alderman Schoppmeyer. Upon roll call the motion failed 2-6. Alderman Tennant and Schoppmeyer voting yes. Alderman Kinion, Petty, Adams, Long, Gray, and Marsh voting no.

Mayor Jordan explained the rules regarding public comment on the ordinance as a whole. He requested all Fayetteville citizens speak first.

Peter Tonnessen, 3500 Hearthstone Drive spoke in opposition of the ordinance.

Evan McDonald, Ward 1, Washington Avenue spoke in favor of the ordinance.

Terri Phelan, 1171 North Maxwell spoke in opposition of the ordinance.

Terry Turpin, 7441 White River Ridge spoke in opposition of the ordinance. He spoke of state law pertaining to employment discrimination and quoted section 14-43-601 of the Arkansas code. He stated cities can't make laws on state affairs that conflict with state laws.

City Attorney Kit Williams: In 14-43-601 it addresses a whole lot of things, but it does not list anything about Civil Rights.

Terry Turpin: They do list in the letter (G). Hours, vacations, holidays, and other fringe benefits of employees.

City Attorney Williams: That is not Civil Rights. We are not setting hours, vacations, holidays or other fringe benefits of employees. We are looking at passing a Civil Rights ordinance. A Civil Rights ordinance does not absolutely match a Civil Rights statute in Arkansas and it does not have too because it is not a state affair. When you said they could legislate on those state affairs, if it is not directly contrary too, we don't even have to follow that because it is not listed as a state affair.

The town of Oak Grove case said you have the right to legislate even if there's a mere possibility of harm. There is another thing that was read and it talked about how it had to be something absolutely necessary and vital to the affairs of the government to be able to do it. That was called

Dillon's Rule, but a few years ago the legislature overturned the Dillon's Rule and they said in 14-43-602 the rule of the decision known as Dillon's Rule is inapplicable to the municipal affairs of municipalities. So that case is even stronger now than it was when decided. Now it's not only what's absolutely necessary, but what you and your judgment believe is proper. I'm not going to speak to whether or not you should pass the Civil Rights ordinance. That is not for me to say, but I will say you have authority under the state law to do that. I did not draft all of this ordinance. A lot of this ordinance came from outside the city. I did look at it and in my opinion you do have the power to enact this ordinance.

Terry Turpin: Mr. Williams, I do not even to pretend to be a better attorney than what you are. I would suggest getting an opinion of the Attorney General of the State of Arkansas on this. I do think there are some significant conflicts.

Stephanie Nichols, Jonesboro Attorney: I'm speaking not in my personal capacity. I would like to speak in the portion reserved for Fayetteville citizens because they relied on me to speak on their behalf tonight.

Mayor Jordan: We have not been allowing that tonight.

City Attorney Kit Williams: I specifically asked Mayor Jordan for another attorney who is representing Fayetteville citizens if he could do that and we didn't feel like it was fair. I'm sorry.

Stephanie Nichols: I respect that. I do ask when Council considers the testimony I offer on their behalf, I want you to know they are Fayetteville citizens. I would like it regarded as that.

Paul Phaneuf, 95 North Aqua Crossing spoke in opposition of the ordinance.

Wendy Campbell, Ward 1 spoke in opposition of the ordinance.

City Attorney Williams: There are hundreds of people that want to talk tonight. It is not fair to have people come up and speak for a very long time so that other people might not even be able to speak at all. I would suggest City Council to have some kind of reasonable time limit for speakers.

Alderman Long moved to limit each speaker to three (3) minutes. Alderman Marsh seconded the motion. Upon roll call the motion passed 5-3. Alderman Kinion, Petty, Adams, Long, and Marsh voting yes. Alderman Tennant, Schoppmeyer, and Gray voting no.

Mayor Jordan stated he will watch the clock and let speakers know when they have one minute left.

Margaret Konert, Fayetteville resident spoke in favor of the ordinance.

Mary V. Cochran, 101 West 4th Street spoke in favor of the ordinance.

Laura Hampton, 920 North Leverett Avenue spoke in favor of the ordinance.

Janis Walters, Ward 1 spoke in favor of the ordinance.

Duncan Campbell, Ward 1 spoke in opposition of the ordinance.

Alex Hickman, 4300 West Chaparral Lane: The issue with private schools receiving funding, is that my tax dollars from my property tax or a multitude of different sources?

City Attorney Kit Williams: It would be any tax revenue source. It could be federal, state or local.

Alex Hickman: I can't put my tithe dollars where I want them, because this is basically saying we don't want any of our money to go to somebody who doesn't support this. When we have to hire non-secular individuals in non-secular roles, who pays for that? It's not the tax dollars, it's my tithe dollars that go to that church. No state funds go to the hiring of that individual.

Penelope Starr-O'Berski, 320 Barton Avenue spoke in favor of the ordinance.

Michael Collins, Giles Road spoke in opposition of the ordinance.

Phyllis Rengier, 464 Buchanan spoke in favor of the ordinance.

Gene Fulcher, 8540 West Forest Hills Drive spoke in opposition of the ordinance.

Charlie Watson, 11 East Davidson Street spoke in favor of the ordinance.

Betty Martin, 2825 East Weston Place spoke in favor of the ordinance.

Jon Gheen, 685 North Wilson Avenue spoke in favor of the ordinance.

Jessica Stuckey, 1909 East Overcrest Street spoke in favor of the ordinance.

David Whitaker, 717 North Lewis Avenue spoke in favor of the ordinance.

Keema Wright, 17259 Lake Sequoyah Road spoke in opposition of the ordinance.

Patty Mitchell, 307 East Sutton Street spoke in favor of the ordinance.

Linda Burnett, 805 Sunset Drive spoke in opposition of the ordinance.

John Burnett, 4597 East Davis: I have a garage apartment and I have a tenant renting the space. How does this ordinance affect me?

City Attorney Kit Williams: If you don't discriminate against your tenant it won't affect you at all.

John Burnett: This is my house and on my property. I have three young kids and I have decided not to rent to men. If I am going to do that can I be placed under criminal charges?

City Attorney Kit Williams: It is difficult to tell. It's not the Civil Rights Administrator that makes any kind of final decision. The final decision would be from the elected District Judge.

John Burnett: This is so broad. I am going to face criminal prosecution if I choose to not rent my guesthouse to a man. Is that the case? This is my own personal freedom to do what I want with my own property and this is why I am so opposed to this.

Alderman Petty: There is a general exception for renting rooms out of your home when you are living there.

John Burnett: We don't share a kitchen. It is a separate structure.

Alderman Petty: The answer is yes. You would have to abide by the non-discrimination ordinance if you aren't sharing a kitchen or bathroom.

Justine Turnage, 2130 North Chestnut spoke in favor of the ordinance.

Mayor Jordan: If people ask questions and the City Attorney or a Council member responded to a question, do they get extra time? Do you want me to keep that in the three minute time limit?

Alderman Gray: I would like for you to allow them to have that time.

Alderman Long: I would say yes.

Mayor Jordan called John Burnett back to the podium to answer his additional questions.

City Attorney Kit Williams: It can't be unlimited questions.

John Burnett requested clarification about his rights when renting his guest house on his property.

City Attorney Kit Williams: This is going to be a complaint driven ordinance. If you have somebody that says they want to rent from you and he said I'm not renting to you because you are a man, then that complaint seems valid. If you are not renting to him for no other reason except for gender, then you might be prosecuted.

Alderman Petty: According to current fair housing law for the protected classes that exist under fair housing law you would be subject to the same sorts of protections we are recommending in this ordinance. We are merely extending those to some new protected classes. It is absolutely the case today you could not say to somebody that I will not rent a room to you because you are black, a man or Muslim.

John Burnett: Would I face criminal prosecution under the current ordinance? My understanding is that I would not.

Alderman Petty: This is a criminal ordinance subject to a maximum fine.

John Burnett: This current ordinance. You are saying as the law stands right now it would be subject. I'm asking you as the law stands right now is it a criminal offense?

Alderman Petty: No

John Burnett requested clarification if a man is transgender came into the shower room at the University of Arkansas would it be legal under this ordinance?

City Attorney Kit Williams: The University is not covered at all by this ordinance.

Dwight Gonzalez, Ward 1, Skelton Street: So if private schools get public funds, are they now exempt as all other public schools are?

City Attorney Kit Williams: No. The public schools are exempt because we simply do not have jurisdiction to regulate them. They are regulated by their own school board and by the state. This ordinance as originally presented would have had us regulate them and my opinion was we did not have the power to regulate them. Private schools are still in the power to be regulated and were not removed.

Dwight Gonzalez spoke in opposition of the ordinance.

Aly Kirkpatrick, 3577 East Madison Drive spoke in opposition of the ordinance.

Lisa Stuart, Fayetteville resident spoke in favor of the ordinance.

Kyle Smith, 2801 Dove Drive spoke in favor of the ordinance.

John LaTour, 112 West Center Street spoke in opposition of the ordinance.

Lowell Grisham, 310 North Washington Avenue spoke in favor of the ordinance.

Josh Waters, Ward 4 Rockford Drive spoke in opposition of the ordinance.

Mireya Reith, 1819 North Hunters Ridge spoke in favor of the ordinance.

Noah Meeks, Skyline Drive spoke in favor of the ordinance.

Greg Jones, Wedington Drive spoke in opposition of the ordinance.

Jeremy Flannigan, 1736 North Cannondale spoke in opposition of the ordinance.

Dale Manning, North Valencia spoke in favor of the ordinance.

Leslie Belden, 504 East Lafayette Street spoke in favor of the ordinance.

Caitlin Draper, 2902 East Sterling Court spoke in favor of the ordinance.

Lynn Loyd, 106 North Palmer spoke in opposition of the ordinance.

Houston Hughes, 888 West Lawson Street spoke in favor of the ordinance.

Eulalia Griffith, North Chestnut spoke in favor of the ordinance.

Jordan Ivy, 2501 West Megan spoke in favor of the ordinance.

Cathy Campbell, 1744 North Walnut spoke in favor of the ordinance.

Fernando Garcia, 650 Adams Street spoke in favor of the ordinance.

Jim Parrish, 2899 Hay Meadows Road spoke in favor of the ordinance.

Nick Crump, 578 North Scottsdale Drive spoke in favor of the ordinance.

Will Watson, Ward 1 spoke in favor of the ordinance.

Mike Emery, 2884 Wildwood spoke in favor of the ordinance.

Eugene Kovac, Fayetteville resident spoke in opposition of the ordinance.

Sonia Davis Gutierrez, 127 East Conner Street spoke in favor of the ordinance.

Katelyn, Ward 3 spoke in favor of the ordinance.

Joshua Crawford, 1705 North Sang spoke in opposition of the ordinance.

Olivia Trimble, 2311 South Cameron Circle spoke in favor of the ordinance.

Josh Irwin, Ward 1: If this ordinance is passed, will the city government be subject to its policies?

Mayor Jordan: Yes.

Josh Irwin: If this ordinance is about fairness, then there is nothing wrong with taking some time to be fair. Mature leadership is not rash leadership. It is a leadership that considers every option.

Alexander Ross, 1622 North Garland spoke in favor of the ordinance.

Michael Andrews, Ward 4 resident spoke in favor of the ordinance.

Keith Cooper, Ward 1 spoke in opposition of the ordinance.

Laverne Cooper, Fayetteville resident spoke in opposition of the ordinance.

David Williams, 547 Gray spoke in favor of the ordinance.

Pattie Williams, 547 Gray spoke in favor of the ordinance.

Kaleb Allee, 4548 West Lofty Wood Drive spoke in favor of the ordinance.

Lacount Reber, 3140 North Malinda Drive: Has this ordinance gone through the full and normal review that all other ordinances go through?

Mayor Jordan: Yes. This has gone through three readings like any other ordinance.

Lacount Reber: In reading through the first section I'm confused when it talks about real or perceived race. What does that mean?

Alderman Petty: When you look through federal law the real perceived language is used over and over again. It has been relied on for a number of decades. There are dozens if not hundreds of cases in the case law that rely upon that language. A careful reading of the ordinance shows that language is included to actually catch discrimination based on true perceptions and discrimination based on mere perceptions.

For instance, right now it is legal in Fayetteville for an employer to fire somebody for simply being gay. With this ordinance it would be illegal to fire somebody for being gay. It would also be illegal to fire somebody who is straight that an employer merely thought was gay.

Lacount Reber: I asked about race.

Alderman Petty: The same thing applies for race.

Lacount Reber: I can perceive what race I want to be?

City Attorney Williams: If somebody perceived you as a race they wanted to discriminate against, even though you weren't that race, it would protect you.

Alderman Kinion: When I have to fill out an application for a home mortgage, a person does not have to tell me what their race is. It is a law I have to put what I think their race is. It is my perception. It is a federal law because they want to make sure we aren't discriminating against any ethnicity.

Lacount Reber: I can perceive what race I want to be?

City Attorney Williams: It is in the eyes of the beholder, not you. It is how somebody would perceive you. It's not what you would perceive yourself to be.

Lacount Reber: Do you think it is fair for private schools to be singled out when public schools are exempted from this law?

Mayor Jordan: That will be a determination of the City Council.

Lacount Reber: Will my freedom of speech be protected to preach outside the four walls or outside the church property?

City Attorney Kit Williams: This ordinance would not in any way limit your freedom of speech or expression of religion. Political and religious speech are protected.

James Rector, Ward 2, North School Avenue spoke in favor of the ordinance.

Jeff Patrick, 1200 South Duncan Avenue spoke in favor of the ordinance.

Mayor Jordan: That is all the residents of Fayetteville and now we will take comments from outside the city.

Terry Forsythe, Combs resident spoke in opposition of the ordinance.

Travis Story, Fayetteville business owner spoke in opposition of the ordinance. He requested to know the penalty, if submitted to the prosecutor, someone would be charged with.

City Attorney Kit Williams: It would be like any other zoning violation. A maximum fine up to \$500.00. It is up to the judge to determine, if guilty is found. The burden would be on the City Prosecutor proved beyond a reasonable doubt that the ordinance was violated.

Travis Story: There would be no chance of jail time?

City Attorney Williams: No.

Stephanie Nichols, Jonesboro Attorney representing 12 Fayetteville churches with a total membership of over 10,000 members, many local citizens and a group of veterans spoke in opposition of the ordinance. She requested to know what the criminal record would look like for somebody convicted under this ordinance.

City Attorney Kit Williams: It is not a misdemeanor. We are a low level of government, it is only a violation. To have a misdemeanor it has to be a violation of a state statute.

Stephanie Nichols: If someone did a background check what would it look like?

City Attorney Kit Williams: I'm not sure, but I think it might be part of their criminal record. It is a criminal violation all though the lowest in the law.

Paul Caldwell, Lowell resident spoke in opposition of the ordinance. He requested to know if there was a penalty if he chose to not pay the fine.

City Attorney Kit Williams: If you refuse to pay the fine and the judge determines you had the capacity to pay the fine, then you can be jailed for that.

Paul Caldwell: Can I ask for a gender orientation roll call of the Council?

Mayor Jordan: No, you may not.

Paul Caldwell: In order to not offend anyone as I addressed them, I would as a pastor before I preached anything outside my church property ask the gender identity of each individual to not violate the ordinance.

City Attorney Kit Williams: I believe this ordinance has no effect on someone's freedom of speech or religion. If they could preach before this ordinance on the street corner, then you can do that also after this. Freedom of speech and religion is the First Amendment of the constitution. We all have to comply with that too.

Paul Caldwell stated there is a lot of confusion about perceived perception. He requested to know if he preached homosexuality and transgender were wrong and someone got offended, would he be in violation of the ordinance.

City Attorney Kit Williams: No, you would not.

Paul Caldwell: How soon will this take effect once you vote it in?

Mayor Jordan: 31 days.

Marshall Ney, Rogers lawyer stated he was there on behalf of credit providers, builders and landlords who operate in the City of Fayetteville. He requested if the ordinance passed to remove the term socio-economic status from the definition of discrimination or give City Attorney Williams the authority to negotiate with him or someone else to tighten it up.

City Attorney Kit Williams: In the definition of discriminate it does not say socio-economic status. It says socio-economic background, which means where someone came from as opposed to where they are right now. It is obvious banks are not going to be required to loan to people who do not have the ability to repay. That is not the intent of this. They don't want banks to discriminate because of someone's background, but not their current status which is quite relevant and necessary to be taken into account by financial institutions. I would be happy to talk you about this on Thursday.

Marshall Ney: A credit report by nature is background. It is credit history. I do believe there is some tightening of the language we could do to avoid the dynamic of the fact that a credit report today is based upon my history. How I have performed in the past will determine my score for today. This law would preclude me from using that background in making a decision of whether to rent or loan.

City Attorney Kit Williams: I did address that issue with the attorneys for the Campaign for Human Rights. The way they explained it had nothing to do with the current status of the individual, but just their basic history in the past. On Thursday we might resolve this by some clear definitions and how we are going to follow this as a policy.

Marshall Ney: Do you see in the law where they add things like bona fide occupational qualifications to give specific exceptions and maybe there would be a way to add an exception or explain that further. I don't expect a Circuit Judge in Washington County would rely too heavily upon the drafters of this as opposed to the four corners of the language.

City Attorney Kit Williams: I think they certainly would be able to rely upon the legislative intent of the City Council and how I've explained what the legislative intent behind this is. It is not to hamstring the banks to be able to check someone's current socio-economic status, but rather looking at their history.

Vincent Xavier, Decatur, AR spoke in opposition of the ordinance.

Anita Shay, Lives 300 yards away from Ward 3 spoke in favor of the ordinance.

Tim Stalts, Fayetteville business and land owner spoke in opposition of the ordinance.

Rebecca Hopkins, Springdale resident spoke in opposition of the ordinance.

Dale Hopkins, Springdale resident spoke in opposition of the ordinance.

Floyd Reed, 1941 North Pine Valley Drive spoke in opposition of the ordinance.

Anne Shelley, 774 South Cherry Lane spoke in favor of the ordinance.

Logan Reber, Fayetteville resident spoke in opposition of the ordinance. He requested to know if he is having a conversation with someone and something is overheard, but not excessively hateful, would he be subject to prosecution.

City Attorney Kit Williams: No. This does not affect your freedom of speech.

Aaron Gibson, Ward 3 resident spoke in favor of the ordinance.

David Garcia, Ward 2 resident stated he is concerned how we move forward as a community because painful words had been spoken at the meeting. He believes it is easy for people on both sides of the issue to become angry and hurt and hold bitterness in their heart.

Tim Dahms, 1787 Chestnut Avenue spoke in favor of the ordinance.

Steve Curtis, 16092 Pin Oak Road spoke in opposition of the ordinance.

Mark Nichols, Jonesboro, AR spoke in opposition of the ordinance. He requested to know how the ordinance would deal with a wedding singer who was approached to sing at a wedding that violates their conscious.

City Attorney Kit Williams: There is provision in the general exceptions that says if a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving the discrimination is in fact a necessary result of such a bona fide condition. This was put in for the situation like you just discussed. This would potentially be available to a photographer as well as a singer. When you get farther away, such as a baker, you might have a little bit more difficulty asserting their religion will not allow them to bake a wedding cake.

Mark Nichols: There are cases in the country where citizens are losing their ability to provide for their family such as a photographer or a wedding cake maker. They are being fined thousands of dollars and losing their business over this.

Aubrey Bachman, Fayetteville resident stated you can't legislate love and the Fayetteville community needs to communicate.

Alderman Petty: I want to talk about the origin of this. I was elected in 2008 and in 2009 was the first time I talked to city staff about bringing something like this forward. In 2011 I did that again. In 2013 we had a new organization in town called the Northwest Arkansas Center for Equality, which I thought would be a strong ally for doing something like this. I reached out to them and they indicated the timing wasn't quite right. I reached out to them again this year and they were ready. I asked if they had resources to help us look at what other cities had done and they did and that's how the Human Rights Campaign came in. This is a very typical process. Any kind of ordinance we do we almost always try to seek out what other cities have done so we don't have to reinvent the wheel.

I was shocked when I was running for office the first time that discrimination was still legal. I don't think until we had this conversation that most people in this city realized it was legal to fire somebody for being gay. It is important to close that loop. This is what we are trying to do with this ordinance. Every part of this ordinance is well researched. The City Attorney office poured over it and we changed a lot about the model ordinance before it ever came to the Council. We took almost four weeks to do that. Words like socio-economic background are well researched and the case law supporting the language of this ordinance is extensive. I believe it is quite defensible. More than 200 hundred cities and counties have policies similar to this where they protect against sexual orientation, discrimination on the basis of that or on gender identity. I understand there may be some fundamental disagreement with both sides of this issue about whether or not identity issues are even issues at all. I believe they are and that is one of the reasons I brought this forward.

The stories we have heard tonight, which have been courageous in their telling are self-evident those are issues. It's not just cities and counties, it is 18 states in the District of Columbia, 49 of the top 50 American companies have a similar policy. In Arkansas, Dillard's, Walmart and the University have similar policies. The argument that it might be bad for business makes me wonder when people are going to start predicting the economic crash of San Francisco. As a Council

member we need to think bigger and more fundamentally in terms of economic development. We still complain about Cracker Barrel. I don't understand why we aren't thinking about big tech next generation companies that require political infrastructure.

I started this night by reminding everybody we all have something in common, especially these questions like why I am here and how can I be a good person. Today for the first time in my six years I brought a picture of my family to remind me why I was doing this. We have heard this should be the purview of the state or the feds and it is wrong for the city to take up an issue like this, but I know as elected officials we have a responsibility to protect our citizens. The fact is a lot of discrimination that is out there is still legal. I ask myself the question, how can I be a good person to the next generation and I think this is one of those ways. For that reason and the stories we have heard tonight is why I brought this forward.

Alderman Tennant: This ordinance has created a lot of conversations for all of us. It has shown me a great vision into this city. I have shared with many people my beliefs. I have talked to a lot of people who thought I had certain beliefs as we were talking and the conversation shifted mid gear. I surprised some people when I told them some of my best friends are gay. I was a little kid and moved to a small town in New Mexico where I was a part of probably 2% that were not Hispanic, they hated me, it was horrible and I felt the pain. This is not about Civil Rights to me and it's certainly not about discrimination. I don't think people in this town for the most part discriminate against very many people. I know it exists and I do not pretend to think I have been through something better, worse or equal too. I respect you for who you are and you respect me for who I am.

My issue with the ordinance is not about the Civil Rights part. It is about the process that will be involved. The first thing I thought when I read this was this ordinance expects us to hope for the best, that this administration will find someone qualified and adequate for its citizens to be this Civil Rights Administrator. It bothered me from the first moment I read it and it bothers me even worse now. I asked Mayor Jordan last week who this person would be and their qualifications. I was told we haven't gotten that far yet. Alderman Petty said a Division Manager with the city might have a higher level of influence than that of the Civil Rights Administrator. That bothered me greatly.

If I was a small business owner with five employees and somebody come in and wanted a job and I didn't have a job that day, then they could run to the City Administrator. The City Administrator is going to have a full time job in the city, but we are going to dump an entire full time work load on them. It is easy to say now we don't think it is going to be very bad. I don't believe that. We have frozen positions we don't want to fill and we have firemen that are not being paid what they are worth. If we are going to do this right we have to create head count. If I am a small business owner and on their whim they decide to prosecute me and those guys at that desk get the FOIA document and the next day I am in the paper being investigated. Not that I was found guilty or innocent of anything, but that I am being investigated. Social media then says don't go to that guys sandwich shop because he discriminates. I don't want to do that to our businesses. I can't do that.

I am being asked to trust the administration to figure this all out and all of you are being asked. This is not a personal attack on the administration. I think it is difficult for anybody. I'm not

capable of doing it and I don't know if there is anyone under this roof capable of doing this. I have a disability and I do not want this law. I think true leadership is not about slogans and titles. It's about actually knowing how you are going to do something and then following up at the end and doing it successfully by planning for it. I don't see a plan and you don't act until you have a plan in place.

The research I saw showed some cities to have governing commissions and staff with investigators that do similar things. Each of the cities have less coverage than this ordinance. We would have one of the broadest ordinances in the country and we think this is a good idea to burden an existing employee with this responsibility. I would rather vote this down and build a Civil Rights Commission, not with a criminal proceeding, but an idea of partnership, communication and open and honest government helping people. Not an open and honest government that puts their foot on somebody that may or may not have ever done anything wrong. I don't think this will help us regionally. It will drive a wedge between us and our neighbors to the north. I believe in the spirit of this, but this is an overreach. I agree with Alderman Petty that Fayetteville can think big and I believe we already do. This way of thinking big will harm a lot of people and businesses.

Alderman Kinion: I am unafraid to go and take the first step. I think we are prepared in our city. I have full confidence in our administration that we can get this taken care of. I have been quoted before by saying, if you think there isn't a problem in this city, then there's not going to be a big problem with the work load in the city. I really do believe that. I do think there will be instances where we will have to look into some discrimination. There is evidence of discrimination as we have seen with the courageous outpouring of individuals that have come and revealed some of their most intimate fears.

As an elected official in our city we must look out for the safety of all individuals. That is why we must take this step forward bravely and do it with immediacy. It would be wrong if we didn't find a way to fund this if someone's safety was in question. I see that someone's safety is in question. We must admit there is the possibility of an unsafe environment for individuals that must be protected. If you say there is not a process that is wrong. There are already protected classes and processes for these protected classes. All we are doing is expanding the class of protection for individuals that came here one after the next saying, please protect me, I am a minority. You can't depend on the majority to look out for the minority. It is our responsibility as an elected official to look out for the minority and the people that are disenfranchised and disengaged, that do not have the economic opportunity to come out and fight for themselves.

It is with a great deal of passion I support this. It is a brave move for Alderman Petty to bring this forward. I was approached by the Human Rights Campaign and I am on the Advisory Board of the Northwest Arkansans Center for Equality. I was too chicken to do it and I am a gay man. I knew it was going to be divisive and polarizing in the community. I had seen this happen before and I was not brave enough at that point to step forward and say this is the right thing to do right now. I don't want to wait anymore. I will be supporting this and I encourage my other City Council members to support it.

Alderman Gray: It is the right thing for us to do and this is the starting place. We aren't saying this ordinance is perfect. Many times we pass ordinances we have to modify. We may need to do

that. It is time and we don't need to prolong it any longer. I am so embarrassed we are one of two states in the nation that does not have a Human Rights Commission. I'm hoping our movement will make our state realize we have a need for this. I want folks who feel mistreated in our city to have someone to report it to in our City Hall.

I agree with Alderman Kinion that we can handle this. I have been amazed at the amount of support in emails, phone calls and text messages on this issue. I am very proud of the people of Fayetteville for the way they have raised their heads and shown their strength for this situation. I have no problem with not having all the answers at this very moment. We have a fine administration and a hard working City Council. We will make this work because we see the need for it. I will support this.

Alderman Marsh: Our administration has a really good track record of hiring professional, well qualified staff supporting them in the execution of their duties and holding them accountable to the standards this city sets forth. When we have passed ordinances that were not as effective as we wanted or saw opportunities for improvement, we have gone back and revised them. We have a really good starting point here. If we do have unintended consequences, I have good faith in this Council we will go back and address them.

I want to address professionals that may have religious objections to performing certain services. In my career I have done a lot of architectural design for communities of faith, chapels in particular. I have designed religious furniture for denominations that preached things I found offensive. My job was to design the sanctuary, not sanction the teachings within. This is a professional service I provided with integrity. Baking a wedding cake does not equal sanctioning a marriage. It is a professional service.

I grew up in a sundown town in Arkansas. I remember the first time I saw an African American person. We went to Little Rock to be in a parade. Someone very dear to me said, "Hey look at that guy, he fell into a mud puddle." This is the environment I was raised in. It wasn't until I went to 4-H camp and had to share a room with African American girls that I learned they were just like me and discrimination was wrong. Being put into that position I could relate to the humanity of a person who is different from me. I was able to evolve and be a better person. I lived here during the Human Dignity resolution debate. I was just out of high school and marched in support of human dignity. When it was defeated it was a signal to me to go somewhere else and that this wasn't a town I wanted to stay in. I left and went to a much more liberal place where people were more accepting. I don't want the failure of this ordinance to drive other young people away.

I hear a lot of arguments that we should think about the family. My step brother is a gay man and an accomplished Broadway actor. He could perform at the Walton Arts Center, but be denied a hotel room or meal at a restaurant and have no legal recourse. This bothers me. If there is one message I want to send tonight to the children of Fayetteville is that you are all valued and you are all equal. I want you to grow up in a community where you feel safe and loved to be exactly who you are. I support this ordinance because I want to live in an inclusive community where all are valued and all have equal rights.

Mayor Jordan: For my qualifications in handling this is in the next 31 days. We had a six million dollar ice storm and there wasn't anybody who told me how to handle that. I figured it out and did it within about 3 months and had it all cleaned up. We had 22 months of a recession where this city averaged almost 3% to 4% down. I did not raise anybody's taxes and I handled the job. As for the business license, we did not put on any extra staff and we figured it out. The no soliciting ordinance, we figured it out. Myself, staff and Council will figure this out in 31 days.

In 2010 I did a proclamation for the gay and lesbian community. I received 1,800 emails from a lot of outside entities that did not want me to deliver the proclamation, but I did. I believe everybody should have the same rights as everybody else. I have received 1,200 emails in the last week, not counting phone calls. To those of you who have been in opposition of this, I want to commend you because about 95% of those were not mean emails. I want to thank my staff. I have secretaries who have taken about 400 phone calls in the last 3 days. Pam, Bonnie and Lana have done a fantastic job. I want to thank our City Attorney for the advice he has given. Thank you to Sondra Smith, her staff and all the phone calls they have handled. They have done a fantastic job. Thank you to the people for weighing in on this situation.

We have three classes of people that are not protected by the 1964 Civil Rights law and I think it is wrong. We know 18 states in 200 cities have passed legislation. I believe we need to be one of those cities too. I heard 18 stories of discrimination tonight. People say we don't have any issues with discrimination, but I hear about discrimination. In the present day we live in I see a lot of turmoil, anger and fear, but I see a better day. I see a day of love, peace and hope. I see a day where we don't put labels on people and we are all citizens under the same umbrella of the constitution of the United States. I see a day where everyone is judged by their character. We see many of our citizens who have been excluded from the table of equality. I believe it is time for everyone to have a place at that table no matter where they come from, what they believe or who they love. When we accomplish that, then we can truly hold hands and sing, Land of the Free and Home of the Brave and actually mean it. I have spent most of my life fighting for equality, diversity and inclusion. Without equality, diversity and inclusion there is no freedom for anyone. I am going to stand for that freedom as the Mayor of this city.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-2. Alderman Kinion, Petty, Adams, Long, Gray, and Marsh voting yes. Alderman Tennant and Schoppmeyer voting no.

Ordinance 5703 as Recorded in the office of the City Clerk

2015-2019 Capital Improvements Plan (CIP): A resolution to adopt the 2015-2019 five-year Capital Improvement Plan. ***This resolution was tabled at the August 5, 2014 City Council meeting to the August 19, 2014 City Council meeting.***

Alderman Adams invited City Finance Director Paul Becker to a Ward 4 meeting to talk about the budget.

Alderman Long moved to table the ordinance to the September 2, 2014 City Council meeting. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

This resolution was tabled to the September 2, 2014 City Council meeting.

New Business:

VAC 14-4780 (1414 S. Happy Hollow Road): An ordinance approving VAC 14-4780 submitted by Blew & Associates for property located at 1414 S. Happy Hollow Road to vacate existing street right-of-way.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services: Mayor, rather than present this tonight I ask you to leave it on the first reading and we will present it in two weeks.

This ordinance was left on the First Reading

VAC 14-4777 (McConnell and Drake): An ordinance approving VAC 14-4777 submitted by Jorgensen & Associates for property located at the northeast corner of McConnell and Drake to vacate an existing street right-of-way and portion of a utility easement.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services: This applicant is not under a time constraint so we would prefer to present it at the next meeting and leave it on the first reading.

This ordinance was left on the First Reading

VAC 14-4768 (Arlis Herriman 2622 East Golden Oaks Road): An ordinance approving VAC 14-4768 submitted by Arlis Herriman for property located at 2622 East Golden Oaks Road to vacate a portion of an existing utility easement, a total of 275 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated the applicant is awaiting a building permit and would request consideration of all three readings tonight. Planning Commission recommended unanimously as did staff to vacate this portion of utility easement.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5704 as Recorded in the office of the City Clerk.

VAC 14-4776 (3535 North College Avenue): An ordinance approving VAC 14-4776 submitted by Jorgensen & Associates for property located at 3535 North College Avenue to vacate an existing utility easement, a total of 6,300 square feet.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated this is the development site of the future Whole Foods so we would request this item be considered tonight in order to continue our construction plan review. Planning Commission recommended unanimously and staff is in support of the vacation request.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5705 as Recorded in the office of the City Clerk.

Gulley Land Purchase: A resolution to approve the attached Offer and Acceptance Contract in which the City agrees to purchase about 11 acres of land including two houses and any outbuildings from Mary L. Dunn for the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00), to authorize Mayor Jordan to sign all necessary documents for this purchase and to approve the attached budget adjustment.

Alderman Gray moved to amend the agenda and move the Gulley Land Purchase to before Unfinished Business. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

The following item was moved to before Unfinished Business for discussion.

Alison Jumper, Park Planning Superintendent gave a brief description of the resolution.

Alderman Tennant: Can you give the public the appraised value of the houses?

Alison Jumper: About \$330,000.00.

Alderman Tennant: We are hoping to use that money to go back into what we have spent on it. The family has been very generous in taking their time to let us get our situation together to make this happen. There were a lot of people that wanted this land and the family thought it was best to go the city and I couldn't agree more. Gulley Park is a treasure. The fact we have this opportunity and the family was nice enough to work with us is important to pass this tonight so they can move on. They have done their part and we need to do ours. I hope the Council will agree with me on that.

I have talked to a few people over there, that were part of a couple of groups to get attention to this, when we didn't know where the land was going to go. They have said they will participate in these planning sessions after the land is purchased and possibly see the community come together and do some of the work that was slated to be paid for.

Ben Putman, 353 Rolston Avenue stated he helped to form Friends of Gulley Park to advocate the purchase of this land by the city. He stated he grew up near Gulley Park and it means a lot to him. He stated the number one guiding principle of Fayetteville's vision for 2020 is a naturally beautiful city. He stated financial contributions have been made by private citizens.

Max Mahler, 2408 North Robin Road stated he loves Gulley Park and it has been incredible to see the support from everyone.

Wade Caldwell, Fayetteville Citizen stated he received a \$35,000.00 matching grant from two citizens.

Bob Caulk, Fayetteville Natural Heritage Association stated Gulley Park is on an Enduring Green Network Corridor that is very important. He stated the Fayetteville Natural Heritage Association has made a pledge of \$130,000.00 to make up the difference between the \$970,000.00 and the \$1.1 million.

David Mix, Broker stated there have been four offers on the property and Mrs. Dunn has tabled all four because she wants the City of Fayetteville to have it.

Alderman Gray: This feels like one of those wonderful Mt. Kessler moments. The absolute high of my seven and a half years of serving on this fabulous Council. When Wade Caldwell and Bob

Caulk started talking to me about this, I thought where is that money going to come from. It happened and I am so happy to be a part of Fayetteville where we see that we have to seize opportunities when they are there. I will be supporting the purchase of this acreage.

Alderman Marsh: This is a great opportunity. I feel we are rushing into it a little quickly. I understand there is a tight time frame on the part of the owners of the property. I've received a lot of emails wanting to expand the park, citizens who are asking for splash pads and would like to see more infill development in that area. If we do move forward with this, I know we plan to sell the two houses. Is there anything that would keep us from being able to sell a slightly larger portion of it in order to generate the funds to build the splash pad or offset some of the other maintenance cost? I don't know if that is something we need to do, but is it an option that would exist?

The process we are using on the Tyson site where we did a lot of community input sessions and identified what the neighborhood wanted to see there and we are going to be sending out Request for Proposals and looking for development that fits that public benefit. I want to make sure we aren't ruling out possibilities in our rush to take advantage of this opportunity.

Alderman Tennant: To the park staff, you don't have a definite plan for this land. It is mainly get it first and then come up with a plan?

Alison Jumper: Correct.

Alderman Tennant: Couldn't her idea be a part of that process and we will have input sessions?

Alison Jumper: Yes. It will be open to the public and that can be a part of the discussion.

Alderman Marsh: I want to make sure by accepting the money from all these groups that are pledging to help, that we aren't tying our hands and keeping open the possibilities.

Alderman Tennant: I don't think the money they are giving you is earmarked for a certain thing. We get the land first.

Alison Jumper: Yes and then through the approval of the five year CIP that you will be discussing later.

Mayor Jordan: We have been working on this for several months and we made an offer. I am bringing it to you and leaving it up to you all. I think we need to move it along, but if you all want to wait we can.

Alderman Marsh: I would like to move it along, just as long as we aren't tying our hands by doing that. I think this is a good opportunity, but we should keep an open mind to the possibilities for this land.

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

Resolution 157-14 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations:

Economic Development Quarterly Presentation –Chung Tan, Chamber of Commerce

City Council Tour: None

Announcements:

Don Marr, Chief of Staff: Monday, August 25, 2014 at 1:00 p.m. there will be a groundbreaking for our Entertainment District Parking Deck. We would like to invite all the Council. We will meet at the building just off Center which is the old Walton Arts Center Administrative Offices.

City Attorney Kit Williams thanked the Fire Chief, Police Chief, Fire Department and Police Department for doing a great job in handling the giant crowd. He stated we had no problems.

Mayor Jordan stated Sondra and I are going to a Municipal League meeting at 7:00 a.m. in Jonesboro.

Adjournment: 3:46 a.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

City of Fayetteville Arkansas City Council Meeting September 02, 2014

A meeting of the Fayetteville City Council was held on September 02, 2014 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the August 18, 2014 Special City Council meeting minutes.

Approved

Evans Construction and Remodeling, LLC 1314 S. Ellis Avenue: A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$24,990.00 for Community Development Block Grant rehabilitation of an eligible residence located at 1314 S. Ellis Avenue.

Resolution 158-14 as recorded in the office of the City Clerk.

Evans Construction and Remodeling, LLC 1628 N. Broadview Drive: A resolution to authorize a contract with Evans Construction and Remodeling, LLC in the amount of \$32,065.00 for Community Development Block Grant rehabilitation of an eligible residence located at 1628 N. Broadview Drive.

Resolution 159-14 as recorded in the office of the City Clerk.

Bid #14-36 Lewis Ford Sales, Inc.: A resolution to award Bid #14-36 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of a Ford F250 pickup truck with deerskin animal control body in the amount of \$51,415.02 for use by the Animal Services Division, and to approve a budget adjustment.

Resolution 160-14 as recorded in the office of the City Clerk.

Bid #14-38 Kraftsman, Inc.: A resolution to award Bid #14-38 and authorize the purchase of one (1) DD50T 50 ton tri-axle trailer from Kraftsman, Inc. in the amount of \$33,500.00 plus applicable taxes for use by the Transportation Division.

Resolution 161-14 as recorded in the office of the City Clerk.

Bale Chevrolet: A resolution to approve the purchase of one (1) 2015 full size Chevrolet 2WD utility vehicle from Bale Chevrolet in the amount of \$23,179.00, pursuant to a state procurement contract, for use by the Police Department.

Resolution 162-14 as recorded in the office of the City Clerk.

2014 Justice Assistance Grant Local Solicitation Award: A resolution to authorize acceptance of a 2014 Justice Assistance Grant Local Solicitation Award in the amount of \$79,392.00, \$32,311.00 of which will be used by the Fayetteville Police Department, with \$31,069.00 to be disbursed to the City of Springdale and \$16,012.00 to Washington County, and to approve a budget adjustment.

Resolution 163-14 as recorded in the office of the City Clerk.

Daniel Spencer Property Exchange: A resolution to approve an equal property exchange of about six acres with Daniel Spencer, to authorize the acquisition of easements necessary for construction and operation activities pertaining to the Lake Sequoyah sediment removal project, to authorize Mayor Jordan to execute the necessary deeds and to approve a lot line adjustment.

Resolution 164-14 as recorded in the office of the City Clerk.

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

Unfinished Business:

2015-2019 Capital Improvements Plan (CIP): A resolution to adopt the 2015-2019 five-year Capital Improvement Plan. ***This resolution was tabled at the August 5, 2014 City Council meeting to the August 19, 2014 City Council meeting. This resolution was tabled at the August 19, 2014 City Council meeting to the September 02, 2014 City Council meeting.***

Paul Becker, Finance Director gave a brief description of the resolution. He stated the plan is \$112 million for the five year period. He stated there was an adjustment made from the original presentation because we approved purchasing additional property for Gulley Park at the last meeting so the plan was reduced by \$700,000 to purchase that property. We are going to make a \$700,000 commitment this year to purchase the property therefore we took out \$700,000 which was identified for Gulley Park in the 2015 budget.

Alderman Petty moved to approve the resolution. Alderman Long seconded the motion.

City Attorney Kit Williams: That is with the addition Paul just spoke about and handed out tonight.

Upon roll call the resolution passed unanimously.

Resolution 165-14 as recorded in the office of the City Clerk.

VAC 14-4780 (1414 S. Happy Hollow Road): An ordinance approving VAC 14-4780 submitted by Blew & Associates for property located at 1414 S. Happy Hollow Road to vacate existing street right-of-way. ***This ordinance was left on the First Reading at the August 19, 2014 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff and the Planning Commission are both recommending approval.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5706 as Recorded in the office of the City Clerk.

VAC 14-4777 (McConnell and Drake): An ordinance approving VAC 14-4777 submitted by Jorgensen & Associates for property located at the northeast corner of McConnell and Drake to vacate an existing street right-of-way and portion of a utility easement. ***This ordinance was left on the First Reading at the August 19, 2014 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff and the Planning Commission recommend approval of this item.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5707 as Recorded in the office of the City Clerk.

New Business:

RZN 14-4793 (Southwest Corner of N. Steele Boulevard and W. Joyce Boulevard/CMN Business Park): An ordinance rezoning that property described in Rezoning Petition RZN 14-4793, for approximately 14.01 acres, located at the southwest corner of Steele Boulevard and Joyce Boulevard from C-2, Thoroughfare Commercial to C-3, Central Commercial.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff is recommending approval and the Planning Commission unanimously voted in support of the request.

Fran Alexander, Fox Hunter Road: What would happen in the lot line building in this rezoning to the green space and areas for trees along the streets?

Jeremy Pate: The development regulations don't change for that. You still have to provide the minimum percent tree preservation canopy. Your minimum green space requirements along the street, planting of trees, things of that nature. You still have to maintain those requirements.

Fran Alexander: You said it was similar to the Downtown. When you can build out to the lot lines you're not leaving much room for trees along there. I would hope that has been addressed. I don't know if the Urban Forester has had any input on the survivability in the space that would be left along the street.

Mayor Jordan: We will look into that Fran.

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

City Attorney Kit Williams read the ordinance.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion.

Alderman Adams: Jeremy, could you talk about what Fran said and help me to understand?

Jeremy Pate: I think the question is related to the ability for planting of trees. This site is entirely devoid of any trees currently. It was developed with CNM Business Park. I think she is speaking to the planting of trees. Often times in downtown you will see wider sidewalks, structural soil and trees planted within the sidewalks. Mrs. Alexander has expressed concern about that in the past. This is not really that specific type of development. This requires the green space along the sidewalk between buildings and sidewalk. It does allow for diminished setbacks, but it's not exactly like the Downtown. It is not a build to line where you can build right up to the property line. It still does have building setbacks with the zoning. It is not a build to zone, so the flexibility there for the Urban Forester to work with the developer remains there as part of the ordinance.

Alderman Adams: We don't have specific tree guidelines on this?

Jeremy Pate: Sure, it is part of Chapter 177 Tree Preservation Ordinance and Chapter 172 which is the Parking Lot and Landscaping Requirements.

Alderman Adams: Nothing is exempt?

Jeremy Pate: That's correct. All of these are still in place for this site.

Alderman Tennant: I walked down there to it and there is nothing there right now tree wise. Anything that goes in there will have to follow the rules.

Alderman Adams: There is no exemption what so ever?

Alderman Tennant: From what I understand there is not. I think a developer will improve that compared to what is there now.

Alderman Long: Mrs. Alexander, did Jeremy's comments address what you were interested in specifically?

Fran Alexander: The main thing is to see it on paper. We have had a lot of tree plans for crowded areas that are really not conducive to true tree survival. That is the reason I asked whether the Urban Forester had looked at this and addressed whether or not this ordinance would hurt or make it more difficult.

Alderman Long: Mr. Mayor, would it be possible hold this on this reading until we have checked with the Urban Forester?

Mayor Jordan: That will be up to the Council members that made the motion.

A discussion followed about leaving the ordinance on the second reading.

Alderman Tennant: There are no trees there. Fran's point is a good one because you are going to have to plant them there and you have got to make sure you do it the right way. We will do that through the development and planning stages of it. We have opened up that area now because of the flyover. We're seeing a lot of growth.

Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5708 as Recorded in the office of the City Clerk.

AIT Services, Inc.: An ordinance waiving the requirements of formal competitive bidding and approving the purchase of repair parts from AIT Services, Inc. for the thermal dryer located at the Biosolids Management Site in the amount of \$48,300.00 plus applicable taxes.

City Attorney Kit Williams read the ordinance.

Billy Ammons, Regional Business Manager, CH2M Hill gave a brief description of the ordinance.

Mayor Jordan: Mark, did this go through your committee?

Alderman Kinion: Yes, we didn't have a quorum, but we discussed it. The main thing is to realize how successful our biosolid management has been, saving \$993,000 already and diverting the biosolids mass from landfills. We certainly want to keep it operational. It is a big operation and it's impressive. It's costly to operate, but what we are saving is more than paying for it. This is something the City of Fayetteville can be very proud of and an investment of \$43,000 so we don't have any lag time is important.

Alderman Adams: Thank you Billy. I remember when you and Sarah Lewis were explaining this to us and I'm glad this has been so successful. I'm glad I was a part of the vote to get this going.

Don Marr, Chief of Staff: The key factor in this is the four and a half month lead time and that we would have a budgetary impact in terms of dealing with biosolids in a different manner if we weren't able process it using this operation.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5709 as Recorded in the office of the City Clerk.

Botanical Garden Society of the Ozarks, Inc.: A resolution to approve the Botanical Garden Land Lease Agreement with the Botanical Garden Society of the Ozarks, Inc.

Byron Humphry, Parks Maintenance Superintendent gave a brief description of the resolution. He presented maps showing images of the existing lease boundary and the proposed lease.

Don Marr, Chief of Staff: The entry in terms of the new, to be constructed trail parking area, is not limited just to trail access. It is a secondary Garden access into expanded areas and can't be limited by either organization to cut it off from the other. On the Master Plan it even designates that as additional Garden entrance, it just so happens we access our new parking trail area off of that.

Alderman Marsh: Byron and Connie presented to the Environmental Action Committee on this project. They recommended we look at the environmental impact, the cost burden to ensure it is adequately distributed among the stakeholders, educational opportunities are fully developed and the highest trail usability is incorporated into the trail relocation and boardwalk construction.

Byron Humphry: I believe that was the motion of the Environmental Action Committee. I think we addressing those things. I am not sure about the suggestion about the cost burden of the boardwalk. We were assuming the cost burden would be the cities, because if the lease boundary is approved, the trail is located within the city property.

Don Marr, Chief of Staff: The city and the trail users have had the benefit of a bridge crossing that has been funded by the Botanical Gardens Association, not by the city for the current crossing. We have deferred that cost for the entire time we have had the use of that. We don't feel it is a safe operation to utilize equipment crossing for that area, which is the other reason it is being recommended that we do it. In the Mayor's office one of the primary concerns we've heard is that the new crossing be established before the old crossing is vacated in the fee restricted area. This is something we believe we can work with the members of the Garden to make sure it takes place so we don't lose any access around the lake.

Robert Rhodes, Law firm of Hall Estill: I represent the Botanical Gardens. Early on I was a supporter of the Botanical Garden and then when I got on the City Council I supported them and introduced some ordinances that benefitted them. I feel the need to correct something. At the Parks and Recreation Advisory Board I made the statement that it was 251 feet that was being moved, that's the area of trail being moved. I have learned today I was wrong. It is actually 750 feet. That is my error, not the Gardens error.

Linda McMath, Botanical Garden Board Member: I would like to refer you to a letter in your packets from the Master Gardeners. The Botanical Garden is very important to the Master Gardeners Association and they want you to know how much they favor this plan.

I want to share with you how the Master Plan supports the educational mission of the Garden. A botanical garden is different than a public park in several ways. A city park is a wonderful place for relaxation and enjoyment of nature. A botanical garden goes beyond an open space solely dedicated to the enjoyment of the outdoors. A botanical gardens mission includes educating its guest about horticulture and conservation. At the BGSO you see events that bring our communities together and add to our enjoyment of the outdoors and nature.

Our educational programs for children and adults include a wide range of topics. Working with school systems throughout Northwest Arkansas the BGSO welcomed 10,880 students to the Garden in 2013. The Master Plan for the BGSO is a 15 year multi phased project. The plan includes eight new gardens, three parking lots and five buildings. The Board assessed our needs for expansion and development based on programs the BGSO was offering. The large numbers of children and adults who come to us for classes exceeds the capacity of our current facility. A building dedicated to education was needed to meet the increasing needs of this community. Having a building dedicated to education and the specific gardens that support it became the focus for phase one of this Master Plan. The Master Plan you see tonight supports the education role of the Garden. It expands the cultural and economic impact of the Garden on a vibrant community like Northwest Arkansas for generations to come. I speak for the Board of Directors when I say we appreciate the support of the City Council and the citizens of Northwest Arkansas as we go forward with growing the Garden.

Bill Schwab, U of A Sociology Professor and Botanical Garden Board Member: Fayetteville is a remarkable place because it has a sense of place. That sense of place in large part came about because of decades of decisions you have made as a Council for the common good of all our residents. It has had a profound impact upon our quality of life. The Botanical Garden carries a community building function. It is a space where we come together to make community and raise the quality of life of all residents.

You are faced with a decision that will affect the trajectory of the Gardens for generations to come and the quality of life for this wonderful community. You have provided us with the funds to finish our building and to build a parking lot. We have used your money wisely and well. We have raised millions of additional dollars to build the Garden and do the day to day operations of the Garden. If you look at our Master Plan, every phase of that plan is in the common good of the residents of the City of Fayetteville. I urge you to make the decision that is in our communities common good and approve our new lease.

Robert Rhodes went through the 2003 lease and did a comparison to the current lease that is before the City Council to approve. Mr. Rhoades stated not in the current lease, but in response to Alderman Marsh's committee, the Botanical Garden and what it plans as far as enhancing its educational opportunities the Garden hits it out of the park. That's not just for children, but for adults as well. Trail users are benefited by the fact that there are restrooms and parking lots they can use. The Botanical Garden desired to have the trail go underneath and a very large compromise was made by the Garden to move it where it currently is. People ask why the Botanical Garden can't move it further to where we don't have to move the trails. The bridge the Garden built is built a lot different than most trail bridges. It was built to withstand the weight of a cement truck or construction of this new phase of the Garden as well as dump trucks for continued maintenance of the Garden. I don't believe it is a good idea to have walkers, bicyclist and joggers trying to use that bridge while there is construction going on. That is one of the reasons why the Garden has asked that boundary be where it is. The Garden will not be open 24 hours a day like the trails. If you have that bridge that the Garden needs to use for its purposes, then at some point they are going to need to close the bridge in order to close the Garden down for the evening and the city will not be able to do that. The field to fork garden is one of the areas we have asked the new path to be put further toward the lake. That is for the benefit of the children who are coming to the Garden to learn how to grow their own food and they need as much room as possible. It is the most fertile soil that we have in our lease possession.

Stephen Schneider, Regional Director at International Mountain Bicycling Association: My hope is if the BGSO Master Plan is approved, you will consider amendments to this vote requesting jurisdiction determination or environmental impact study as well as a cost analysis of a boardwalk and bridge professionally done on the wetlands of the Master Plan. Let's try to help the Botanical Garden Society of the Ozarks expand and at the same time keep this trail open and create a happy environment for this city and its taxpayers.

Karen Willard, Brentwood AR: I am a graduate student at the U of A studying wetland ecology and a board member of the Lake Fayetteville Watershed Partnership. Our mission is to enhance and preserve the watershed of Lake Fayetteville. The idea of having children grow their own food is a wonderful idea. Lakes and watersheds are all in constant stress either by nutrient input,

deforestation and other factors. The City of Fayetteville and Botanical Gardens have an opportunity to act as leaders for environmental stewardship as well as development. We could consider the use of more pervious materials for building parking lots and sidewalks. We could reconsider building directly on the wetland. Although there is a corridor that has been expanded, wildlife do not always use corridors.

Doug McKinney, Fayetteville resident and Leader of Northwest Arkansas Hiking: Thank you to the Botanical Gardens for giving back over half of their original lease area. The Ozark Off-Road Cyclist spent a lot of effort building many trails in this area and it is great to know these trails will not be affected by any future growth by the city. On behalf of all bike riders I want to express my appreciation to the Botanical Gardens for this gesture of good will. Thank you to the Parks Department for their excellent rerouting of the trail to accommodate the Botanical Garden Master Plan. We recognize the relationship between the City of Fayetteville and the Botanical Gardens has not only brought another source of beauty to our community, but also millions of dollars of revenue. Thank you to the City of Fayetteville for your vision. I urge you to vote for Fayetteville tonight and to approve the Botanical Garden Master Plan.

Chuck Maxwell, Parks and Recreation Advisory Board and Ozark Off-Road Cyclist Trails Coordinator: I would like to present you with the IMBA award from the World Summit. Fayetteville was recognized as a bronze ride center. The city is now recognized within the international mountain biking community as a place to come and ride. Part of that is specifically due to this trail as a beginner riders trail system.

I believe the citizens of our community deserve priority access to Lake Fayetteville and its natural resources. It includes improvements to the original soft surface trail system. The update trail should follow best practice in sustainability. A trail without incurring additional expenses to the citizen in order to satisfy the Botanical Garden Society of the Ozarks. I am disappointed in the BGSO response to the whole process. BGSO missed a great opportunity by not listening to user groups, finding a way to incorporate the trail system into greater connection with the Garden and only following a myopic exclusionary view of BGSO Master Plan. I would like to see the BGSO re-conceptualize its Master Plan with the citizens' use and the natural environment best interest as priorities.

David Orr: I am here to speak on behalf of water quality, protection of the natural and native plant communities, and the wildlife that utilize this park area. In the last year there has been construction on the highway. I have repeatedly contacted the State Highway Department and the ADEQ about violations of water quality. I know the Botanical Garden brings value and joy in educational benefits to the city and visitors. If ADEQ tells me I'm the only person calling to turn in these contractors for polluting the creek and dumping their sediment, then there is not enough attention being paid to protecting the environment for Lake Fayetteville. Are there no other places in Fayetteville where you can put a garden that isn't on one of the most sensitive parkland oriented watershed areas? I would like to see Council in the future look at what are the likely request we are going to be having for use of our parkland. There is a group of people who are well meaning and are doing great services for the community and I am behind that, but their agenda is driven in part by the fact that they are already there. When they want to expand, they want to expand on the land that is currently environmentally sensitive landscape. If you approve this, make a commitment

to the residents of this city that if you are going to allow development of this amount of parkland, you will commit to preservation in a natural state of twice that many acres that is not currently protected.

Alderman Long: The Botanical Garden has to follow our Streamside Protection ordinance in Fayetteville. I didn't know if you were aware of that.

David Orr: I understand that, but they are talking about a lot of construction. The Streamside Protection ordinance is a very narrowly defined ordinance.

Alderman Long: You mentioned the construction along Highway 265 and we as a Council did send a resolution last year to the Arkansas Highway Commission requesting they follow our water quality standards.

David Orr: I was the one who brought that to you. I appreciate you all doing that, it meant a lot. You are probably the only City Council in the history of Arkansas that has ever asked the State Highway Department to follow environmental laws.

Blair Johansen, 3332 Picadilly Lane: The Garden has been able to grow and complete its mission of being an education facility and a social venue for our community. It doesn't seem to me we have rushed into anything. It has been preplanned and they have worked very closely with the parks staff and the city to reach a compromise. From an investment and timing standpoint it is important that you move forward with the approval so the Garden can move forward with approaching investors and continue to improve the value of the property and the social venue it offers the community.

Phil Penny, Ozark Off-Road Cyclist President, 1245 East Columbus Boulevard: When you look at the lake trail there are several areas that are concerning. Where the new trail is proposed is going to be another 700 feet or so of wetland. All together it is about 1,500 foot of wetland now. A lot of gardening now is a raised bed. People bring their own soils in and a lot of people use organic soils, especially when doing stuff for kids. When the new paved system was brought in we lost a trail and that was ok because we still had a trail system. Why can't we protect the one acre wetland area, save the tax dollars and work together on it?

Mayor Jordan: Did staff have somebody go out and look at the area?

Byron Humphry: We had Alison Jumper, Park Planning Superintendent, myself, Sarah Wrede, former Storm Water Engineer, Matt Mihalevich, Trails Coordinator, Ken Eastin, Urban Forester as well as Jeremy Pate.

Mayor Jordan: We decided we would just consider it all wetland. Correct?

Byron Humphry: Yes, for the purposes of cost. We assumed it would be considered a wetland and that is how we approached the Corp. I am not sure what the Corp will decide as far as what is their jurisdiction.

Mayor Jordan: You approached the Corp saying it is a 100% wetland?

Byron Humphry: No, I didn't give a judgment to the Corp. We asked the Corp about the area, what the process was and how likely we could build a boardwalk. He outlined the process for us.

Don Marr, Chief of Staff: The Corp does not currently have this designated as a wetland, although we expect that it would be if it was evaluated. The assumption from staff was that it would be 100% wetland for the purpose of any kind of construction plans that would be presented. In the observation of the Engineering staff, Trails staff and Parks Planning staff it was determined some of the current impact in this area through bike riding was actually damaging to this area and we should be considering construction plans that took that into account regardless of relocation or not. Parts of this trail were rutted.

Arkansas Game and Fish came because one of the items that was brought up was the wildlife corridor and the aquatic life impact of any relocation. We had request from some of the environmental groups this be as much as 350 feet away versus the initial inquiry which was 100 feet away. That is why we ended up, in this particular area, more in the 200 feet range with the advice of the Arkansas Game and Fish professional who came and looked at this area as well.

Tonight is the first time I have heard a number given to the actual construction of the trail. Until we understand what the actual Corp requirements will be, we are going on the assumptions of prior approvals we have received. Alison and Byron were guided and did not anticipate a significant issue in the construction of this area once the city presents plans.

Mayor Jordan: This is what you remember Byron?

Byron Humphry: Yes sir.

Phil Penny: I would like to see it approved, but one of the things I would add to the approval is let the Corp make its judgment.

Alderman Kinion: We have had two years of discussion on this and the hundreds of pages of information we have received has been balanced and fair. We have seen opinions on both sides that are very valid. There has been compromise as we moved forward and looked into this as presented to the City Council. I feel confident we can move forward with this information we have received regarding the proposal on both sides and looking at a balanced decision. There is an earnest consideration for the impact on the environment that we have on the lake and protecting the water quality. There are checks and balances in place right now that will allow us to move forward with caution, but also accept this as presented so we can be assured what we are doing in the future will not impact negatively the water quality or the environment here in this area of Lake Fayetteville. This is an important body of water in the heritage of our city and it is our secondary water source in case we need it. The information we received from outside government agencies such as Arkansas Wildlife have led me to believe we are moving forward responsibly. The additional information we have received internally from our staff has convinced me we have the opportunity to accept this proposal and to support the mission and the goal of the Botanical Garden.

It is without a question the value the Botanical Garden of the Ozarks brings to our city is truly a valuable commodity and one we have to move forward on. I will be supporting this.

Alderman Petty: I have been to the New York Botanical Garden and it is absolutely stunning. Ours is a lot younger than that, but one day it could be as impressive if we support and have a vision for it. The first time we had a lease come forward I was one of the first people to be against it. This is an important compromise. I remember the early days of the Lake Fayetteville Trail before it was in its current location and some of it needed to be moved. We have learned a lot on how to handle erosion, how to build trails and wetlands. We have an impressive group of volunteers because we have been working on this thing for so long. I hope this decision won't discourage them for continuing to put the same amount of effort into it. A boardwalk could be an attraction in its own right. It may not be ideal for mountain bikers, but the walkers might like it more. It might be easier for people who have a hard time walking to get out there on this section and get close to the water. I am going to support it because of the vision of the Garden and it may end up better in the long run for all the users of the trails.

Alderman Adams: A lot of us met with Walt Eilers about a year ago and looked at materials he had prepared in his dream and vision. I would like to thank Walt for his work on this and for helping to educate us on the vision he had for the Garden.

Alderman Gray: A volunteer that has given so many hours of work is Dr. Gerald Klingaman. I would like to recognize him and his great gifts he has given us at the Botanical Garden. I believe in the Garden and it has been so fun to watch it grow. For our children of Fayetteville to have unlimited access is a wonderful thing for them. I hope this compromise will be something we can all live with happily. I will be supporting this.

Alderman Long: Thank you to everyone who came to the table and participated in the process. It was a compromise and not everyone has had their goals met. Our city staff, Mayor's office, City Attorney's office and most of the aldermen have met with a lot of people. A lot of work went into this and it will be beneficial to the city in the long run.

Mayor Jordan: Thank you to Connie Edmonston, Byron Humphry, Alison Jumper, Don Marr, Kit Williams and Paul Becker. They have worked really hard on this. Thank you to Robert, Walt, OORC and environmentalist. This is not perfect, but it has gone on for two years. It was time for it to come to the Council where a decision can be made. Three months ago it was decided to bring it to the Council and it was a lot of hard work on everybody. I have long since been a supporter of the Botanical Gardens. It is truly one of the crown jewels of this city. I will always support the Botanical Garden. I support the Ozark Off-Road Cyclist and the environmental community. It was not easy, but this is what we got and I think we can work with this.

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

Resolution 166-14 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations: None

City Council Tour: None

Announcements:

Don Marr, Chief of Staff: With sadness, Scott Huddleston our former Information Technology Director for the City of Fayetteville and long term employee battled a long illness and lost that battle this weekend. His funeral services will be on Thursday, September 4, 2014 at 2:00 p.m. A section is being held for city employees and elected officials. We express our sympathy and condolences to the family. Scott was extremely loved here at the city.

On Thursday, September 4, 2014 we have our Fest of All event that is in partnership with the First Thursday event. It is a celebration of all different cultures living in the Ozarks. Entertainment will be provided with a range of ethnic and cultural backgrounds. It will be at the Fayetteville Downtown Square beginning at 5:30 p.m.

The Mayor has scheduled a group input session by asking a group of citizens selected to provide input to the Civil Rights ordinance implementation. The meeting will be held in Room 326 at City Hall on Thursday, September 4, 2014 at 6:00 p.m. The public is invited to attend, but we will not be taking public comment. This is not a meeting to edit the ordinance or send it back to the Council. It is an input session much like the Mayor has done in seeking input on the Streamside Protection ordinance, parking deck ordinance and the paid parking program.

On September 9, 2014 at the Fayetteville Town Center will be the Annual Business Awards Breakfast to congratulate businesses in the community. It is a recognition by our Fayetteville Chamber of Commerce.

On September 9, 2014 at the Botanical Garden is Chefs in the Garden. We encourage citizens to participate.

This weekend is our first home football game at 3:00 p.m. at Reynolds Razorback Stadium.

Alderman Tennant: On Wednesday, September 10, 2014 in Room 326 at 5:00 p.m. we will have our Nomination Committee interviews.

Adjournment: 7:37 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

CityClerk

From: David Williams <d3williams@sbcglobal.net>
Sent: Tuesday, October 07, 2014 2:54 PM
To: CityClerk
Subject: Civil Rights ballot language.

Categories: Forwarded, Responded

Due to another commitment, we will not be able to attend the City Council meeting tonight. We were just informed that our City Council will be deciding the ballot language for the forthcoming election regarding our civil rights ordinance, so please accept this as our input to your decision-making.

We believe it is in the voting public's best interest that the language be as clear and direct as possible. From our point of view, that means that a "Yes" vote to support the ordinance and keep the law would be the clearest way to word the ballot. That way, those for the ordinance can vote their "yes" consistent with their support for it and those opposed can vote their "no" consistent with their opposition to it.

Thank you for considering this.

David L. and Pattie C. Williams
547

Handed out at the October 7, 2014
City Council meeting

MEMORANDUM

TO: Keep Fayetteville Fair Committee

FROM: Jeff Priebe and Deb Riordan

RE: BALLOT LANGUAGE

In approving Amendment 7 to the Arkansas Constitution, the People of the State of Arkansas specifically reserved to themselves the power to vote on local ordinances. In order to ensure that the process is fair, the Constitution and the State laws that address this process, require that the Petition and Ballot Title be: full, fair, and not confusing. In fact, Amendment 7 mandates that "At the time of filing petitions the exact title to be used on the ballot shall by the petitioners be submitted with the petition... on county and municipal measures such title shall be submitted to the county election board and shall by said board be placed upon the ballot in such county or municipal election."

In this case, the Petitioners have circulated petitions that were facially deficient and petitions that failed to fully disclose the entire title and text of Ordinance No. 5703 as required by Arkansas Code Annotate §§ 7-9-105 and -106. Given the failures to fully comply with the basic requirements for a referendum petition, the City Council is now placed in a difficult position. The City Council must decide how to put forth to the citizens of Fayetteville a proposed ballot title and ballot language that is clearly confusing and fails to comply with Arkansas law.

Fortunately, Arkansas law provides cities with the power and duty to control the referendum and ballot process and ballot titles. See Ark. Code Ann. § 7-11-204. In order to achieve the purposes of Amendment 7, cities should strive to keep the ballot title as fair and straightforward as possible. In addition, voters should not be confused as to the meaning of a "for" or "against" vote. See Ark. Code Ann. § 7-9-107(c) In this situation, given the deficiencies in the petitions, the City Council should strive to meet the purpose of Amendment 7 and follow the guidelines set forth for counties contained in Arkansas Code Annotated § 14-14-917, and allow the citizens of Fayetteville to vote on the following:¹

FOR REFERRED ORDINANCE NO. 5703

AGAINST REFERRED ORDINANCE NO. 5703

¹ This is consistent with the September 30 memorandum authored by Mr. Kit Williams.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

*Handed out at the City Council
meeting 10-7-14*



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Don Marr, Chief of Staff

FROM: Kit Williams, City Attorney

DATE: October 7, 2014

RE: Ballot Language for referred Ordinance No. 5703

There has been some question about whether I approved the Referendum Petition proposed ballot title that was used on the referendum petitions. The short answer is "No". By email of Friday, August 22, 2014, attorney Stephanie Nichols sent me and Sondra an email stating: "Here is my final draft of a petition re Chapter 119. Do either of you see any problems with this?" I replied on that Friday at 5:12 p.m. "I see no problems." These emails and her attached proposed Petition For Referendum are attached to this memo. As you can see her Petition For Referendum properly requested:

"that Ordinance No. 5703, creating Chapter 119 in the Fayetteville City Code, entitled 'Chapter 119: CIVIL RIGHTS ADMINISTRATION', passed by the city council of the City of Fayetteville, Arkansas, on the 20th day of August 2014, be referred to the people of said municipality, to the end that the same may be approved or rejected by the vote of the legal voters of the municipality, at a special election to be held on a date yet to be determined...."

I still "see no problems" with that proposed language. Stephanie replied "Thank you for your review...."

However on Saturday, August 23, 2014, Stephanie emailed my office again and informed me that another attorney, Travis Story, was working on the petition and "has revised the petition from what I sent you last night....Do either of you know if the ballot title and popular name is required for a municipal referendum? ... If it is required, does the petition drafted by Travis seem to present any problems as far as the ballot title/popular name portion? Do either of you see any other problems?...."

This email and the attached proposed Referendum Petition as changed by Travis Story is attached to this memo.

I replied by email at 9:15 a.m. on Monday August 25, 2014:

"Stephanie,

I think you have reduced the printing size of the ordinance too much and could make this a point of attack for your opponents. If the ordinance was not easily readable by every signer, the requirement of attaching the ordinance would not be achieved. I think a two sided page can contain the ordinance that would be large enough for almost anyone to read and thus, less susceptible to legal attack. It would need to be attached to each petition.

I anticipate that title of the ballot issue would tract pretty closely to the title of the ordinance. I agree that the statutes I have looked at are not nearly as clear for municipal referendums as for state referendums. I am working on other briefs that soon will be due and cannot spend too much time now researching this point." (emphasis added).

Travis had changed the ballot title to read:

"TO HAVE REFERRED TO THE PEOPLE OF THE CITY OF FAYETTEVILLE, ARKANSAS: 'ORDINANCE NO. 5703.' ENACTING 'CHAPTER 119 CIVIL RIGHTS ADMINISTRATION' TO REPEAL, IN ITS ENTIRETY: 'ORDINANCE NO. 5703.' AND 'CHAPTER 119 CIVIL RIGHTS ADMINISTRATION'"

This petition still had the proper language of "referring to the People of the City of Fayetteville, Arkansas: 'Ordinance No. 5703,' enacting 'Chapter 119 Civil Rights Administration'...." However, for the first time Mr. Story added thereafter "To repeal in its entirety 'Ordinance No. 5703' and 'Chapter 119 Civil Rights Administration.'" Since the first language still was referring the named Civil Rights Administration ordinance to the people, this version of the petition was probably okay.

Unfortunately, The Petitioners changed their final Petition language much more significantly which I do not believe I saw until after the petitions were handed in on September 20th. Their final "ballot title" language reads:

"TO HAVE REFERRED TO THE PEOPLE OF THE CITY OF FAYETTEVILLE, ARKANSAS A BALLOT MEASURE FOR OR AGAINST: 'REPEAL, IN ITS ENTIRETY, ORDINANCE NO. 5703 WHICH ENACTED CHAPTER 119 OF THE FAYETTEVILLE, ARKANSAS CITY CODE."

I do not believe that this would be proper ballot title language as it does not even include the title of the referred ordinance nor of Chapter 119: **Civil Rights Administration.**

"We have explained that the purpose of the ballot title is to allow a voter to reach 'an intelligent and informed decision for or against the proposal and to understand the consequences of his or her vote.'" *Walmsley v. Martin*, 2012 Ark. 370, 9, 423 S.W.3d 587, 591 (2012).

I do not believe that this improper proposed ballot title on the petition necessarily invalidates the referendum petition because earlier on the petition the proposed ordinance was properly identified by its complete title and was proposed to "be referred to the people of said municipality to the end that the same be approved or rejected by the vote of the registered voters of the municipality, at a special election"

However, a ballot title that describes the referred ordinance **only by a number** would certainly not "allow a voter to reach 'an intelligent and informed decision for or against the proposal and to understand the consequences of his or her vote.'" *Id.* Therefore, I cannot recommend that we submit to the Washington County Clerk and Election Commission the language that the proponents of the referendum may have proposed for the ballot title which I believe would be contrary to the law and Supreme Court decisions.

Williams, Kit

From: Law Office of Stephanie Nichols <stephanie.nichols777@gmail.com>
Sent: Friday, August 22, 2014 4:57 PM
To: Williams, Kit; Smith, Sondra
Subject: Final Copy of Petition
Attachments: Petition for Referendum of Ordinance 119.pdf

Kit and Sondra,

Here is my final draft of a petition re Chapter 119. Do either of you see any problems with this?

Thanks,

--

Stephanie Nichols
Attorney at Law
P.O. Box 1115
Jonesboro, AR 72403
(501) 288-2927

Petition for Referendum

To: City Clerk, Sondra Smith
City of Fayetteville, Arkansas

We, the undersigned legal voters of the City of Fayetteville, Arkansas respectfully order by this, our petition, that Ordinance No. 5703, creating Chapter 119 in the Fayetteville City Code, entitled "CHAPTER 119: CIVIL RIGHTS ADMINISTRATION", passed by the city council of the City of Fayetteville, Arkansas, on the 20th day of August, 2014, be referred to the people of said municipality, to the end that the same may be approved or rejected by the vote of the legal voters of the municipality, at a special election to be held on a date yet to be determined; and each of us for himself says:

"I have personally signed this petition; I am a legal voter of the City of Fayetteville, Arkansas, and my principal name, date of birth, residence, city of residence and date of signing this petition are correctly written after my signature."

	Signature	Printed Name	Date of Birth	Address, City	Date
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

State of Arkansas)

) ss.

County of _____)

I, _____, being first duly sworn, state that the foregoing persons signed this sheet of the foregoing petition, and each of them signed his name thereunto in my presence. I believe that each has stated his name, date of birth, residence or town of residence, and date of signing correctly, and that each signer is a legal voter of the City of Fayetteville.

Signature: _____

Residence: _____

Indicate one: ☐ Paid Canvasser ☐ Volunteer/Unpaid Canvasser

Subscribed and sworn before me this _____ of _____, 2014.

Notary

My Commission Expires: _____

Williams, Kit

From: Law Office of Stephanie Nichols <stephanie.nichols777@gmail.com>
Sent: Friday, August 22, 2014 5:19 PM
To: Williams, Kit
Subject: Re: Final Copy of Petition

Thank you for your review. You always go above and beyond in your promptness and are one of the most easy to work with attorneys I have ever dealt with. I sincerely appreciate it and have told several Fayetteville citizens about your fairness and ease to work with.

Have a great weekend!

Stephanie Nichols

On Fri, Aug 22, 2014 at 5:12 PM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

I see no problems.

Kit Williams

Fayetteville City Attorney

479.575.8313

From: Law Office of Stephanie Nichols [mailto:stephanie.nichols777@gmail.com]
Sent: Friday, August 22, 2014 4:57 PM
To: Williams, Kit; Smith, Sondra
Subject: Final Copy of Petition

Kit and Sondra,

Here is my final draft of a petition re Chapter 119. Do either of you see any problems with this?

Thanks,

--

Williams, Kit

From: Law Office of Stephanie Nichols <stephanie.nichols777@gmail.com>
Sent: Saturday, August 23, 2014 4:17 PM
To: Williams, Kit; Smith, Sondra
Subject: Ballot Title/Popular Name?
Attachments: Petition for Referendum of Ordinance 119(w_Exhibit).pdf

Kit and Sondra,

Local attorney Travis Story is working on a petition, and I am assisting him. He has revised the petition from what I sent you last night. (Thank you for the information, Sondra). Do either of you know if a ballot title and popular name is required for a municipal referendum? We have not been able to get a definitive answer on that from the statutes, some of which seem to apply to municipalities and some which do not. However, the form in the statute, which Sondra sent last night, does indicate a placement for a ballot title/popular name. Is this required, or is this something that can be left off when it is not a statewide initiative?

If it is required, does this petition drafted by Travis seem to present any problem as far as the ballot title/popular name portion? Do either of you see any other problems as well? (There are a couple of typos, but we can easily take care of that. I am just concerned with the substantive part right now). Also, is it OK to have the ordinance on one sheet behind the signature page like we have it? I can read it, but I didn't know if the smallness of the type could possibly present a problem?

Thanks,

--

Stephanie Nichols
Attorney at Law
P.O. Box 1115
Jonesboro, AR 72403
(501) 288-2927

REFERENDUM PETITION

To: The Honorable City Clerk, Sondra Smith
City of Fayetteville, Arkansas

We, the undersigned registered voters of the City of Fayetteville, Arkansas respectfully order by this, our petition, that Ordinance No. 5703, passed by the city council of the City of Fayetteville, Arkansas, on the 20th day of August, 2014, entitled **AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING CHAPTER 119 CIVIL RIGHTS ADMINISTRATION TO PROTECT THE CIVIL RIGHTS OF FAYETTEVILLE CITIZENS AND VISITORS AND TO CREATE THE POSITION OF CIVIL RIGHTS ADMINISTRATOR FOR THE CITY OF FAYETTEVILLE**, be referred to the people of said municipality, to the end that the same may be approved or rejected by the vote of the registered voters of the municipality, at a special election to be held on a date determined to be w; and each of us for himself says:

"I have personally signed this petition; I am a registered voter of the City of Fayetteville, Arkansas, and my principal name, date of birth, residence, city of residence and date of signing this petition are correctly written after my signature."

TO HAVE REFERRED TO THE PEOPLE OF THE CITY OF FAYETTEVILLE, ARKANSAS: "ORDINANCE NO. 5703," ENACTING "CHAPTER 119 CIVIL RIGHTS ADMINISTRATION" TO REPEAL, IN ITS ENTIRETY: "ORDINANCE NO. 5703," AND "CHAPTER 119 CIVIL RIGHTS ADMINISTRATION"

Attached is the full text of Ordinance No. 5703, including Exhibits,
which are incorporated by reference as if set out word-for-word herein.

Signature	Printed Name	Date of Birth	Address, City	Date
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				

Affidavit of Canvasser

State of Arkansas)
County of _____) ss.

I, _____, being first duly sworn, state that the foregoing person(s) signed this sheet, in my presence, and each of them, to the best of my knowledge and belief, has stated his or her name, date of birth, residence, town of residence, and date of signing correctly, and that each signer is a registered voter of the City of Fayetteville. At all times during the circulation of this signature sheet an exact copy of Ordinance 5703, including exhibits, was attached.

Signature of Canvasser: _____

Indicate one: _____ Paid Canvasser

Residence of Canvasser: _____

_____ Volunteer/Unpaid Canvasser

Subscribed and sworn before me this _____ day of _____, 2014.

Notary

My Commission Expires: _____

ORDINANCE NO. 5703

AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING CHAPTER 119 CIVIL RIGHTS ADMINISTRATION TO PROTECT THE CIVIL RIGHTS OF FAYETTEVILLE CITIZENS AND VISITORS AND TO CREATE THE POSITION OF CIVIL RIGHTS ADMINISTRATOR FOR THE CITY OF FAYETTEVILLE

WHEREAS, the City of Fayetteville seeks to protect and safeguard the right and opportunity of all persons to be free from unfair discrimination based on race or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status; and

WHEREAS, the City of Fayetteville seeks to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

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 enacts Chapter 119 Civil Rights Administration as shown on Exhibit "A" attached hereto.

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

APPROVED:

ATTEST:

By: *Lionel Jordan*
LIONEL JORDAN, Mayor

By: *Sondra E. Smith*
SONDRA E. SMITH, City Clerk/Treasurer



apprenticeship or other job training, including on-the-job training programs;

(F) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;

(G) To discriminate in referring an individual for employment whether the referral is by an employment agency, labor organization or any other person.

119.04 Prohibited Acts of Discrimination - Housing and Real Estate Transactions

With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

(A) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;

(B) To discriminate by imposing different terms on a real estate transaction;

(C) To represent falsely that an interest in real estate is not available for transaction;

(D) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;

(E) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;

(F) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;

(G) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty-five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled or elderly;

(H) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");

(I) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a real estate transaction from which such person may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, physical characteristic, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting").

(J) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;

(K) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.

(L) Notwithstanding any other provision of this chapter, it is not an unlawful discriminatory practice to apply or enforce the definition of "family" for zoning purposes pursuant to § 151.01 of the Unified Development Code.

119.05 Prohibited Acts of Discrimination - Business Establishments or Public Accommodations

It shall be unlawful for a business establishment or place of public accommodation for a discriminatory reason to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment or place of public accommodation, unless required by state or federal law.

119.06 City Services, Facilities, Transactions and Contracts

(A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.

(B) All contractors doing business with the City of Fayetteville shall comply with this ordinance.

119.07 General Exceptions

(A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.

(B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.

(C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to encourage participation by a protected group.

(D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.

(E) It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan as required by state or federal law, or by court order.

119.01 Purpose

The purpose of this chapter is to protect and safeguard the right and opportunity of all persons to be free from racial discrimination based on race or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status. This chapter's purpose is also to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

119.02 Definitions

(A) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the residents of the city could qualify.

(B) "Civil Rights Administrator" means the person designated by the Mayor to receive, investigate and conciliate complaints brought under this chapter.

(C) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such impairment, or being perceived or regarded as having such impairment. For purposes of this chapter, discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.

(D) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that has the effect of subjecting any person to differential treatment as a result of that person's race or perceived race, ethnicity, national origin, age (if 18 years of age or older), gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status.

(E) "Employee" means any individual employed by a covered employer.

(F) "Employer" means any person, business or organization which regularly employs five (5) or more individuals, not including the employer's parents, spouse or children. For purposes of this chapter an employer "regularly" employs five (5) individuals when the employer employs five (5) or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an "employer" is also any person or entity acting on behalf of an employer, directly or indirectly, or any employment agency.

(G) "Familial status" means an individual's status as parent or legal guardian to a child or children below the age

of eighteen (18) who may or may not reside with that individual.

(H) "Gender" means actual or perceived sex.

(I) "Gender Identity" means a person's gender-related identity, whether or not that identity is or is perceived to be different from that traditionally associated with the sex assigned to that individual at birth.

(J) "Gender Expression" means a person's gender-related appearance and behavior whether or not that gender expression is or is perceived to be different from that traditionally associated with the person's assigned sex at birth.

(K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.

(L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.

(M) "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.

(N) "Veteran status" means an individual's status as one who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable.

119.03 Prohibited Acts of Discrimination - Employment

With regard to employment, it shall be unlawful for any employer or labor organization to engage in any of the following acts wholly or partially for a discriminatory reason:

(A) To fail to hire, refuse to hire or discharge an individual;

(B) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;

(C) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;

(D) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;

(E) To discriminate against an individual in admission to, or employment in, any program established to provide or

practice made unlawful by this chapter, has made a non-frivolous charge or complaint, or has testified truthfully, assisted or participated in an investigation, proceeding or hearing pursuant to this chapter.

(B) It is an unlawful discriminatory practice to require, request or suggest that a person or entity retaliate against, interfere with, intimidate or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or has testified truthfully, assisted or participated in an investigation, proceeding or hearing authorized under this chapter.

(C) It is an unlawful discriminatory practice to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this chapter.

119.10 Preservation of Business Records

Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

(A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.

(B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately referred to the City Prosecutor's office.

(C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.

(D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.

(F) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification or a permissible bona fide physical requirement, that party shall have the burden of proving:

(1) That the discrimination is in fact a necessary result of such a bona fide condition; and

(2) That there exists no less discriminatory means of satisfying the bona fide requirement.

(G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.

(H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.

(I) Nothing in this Chapter shall be construed to require any religious or denominational institution or association to open its tax exempt property or place of worship to any individual or group for any ceremony or meeting, except for any activity or service that is supported in whole or part by public funds.

(J) Designating a facility as a gender-segregated space shall not be a violation of this chapter. Nothing in this chapter shall be construed as allowing any person to enter any gender-segregated space for any unlawful purpose.

119.08 Posting of Notices

Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice in the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City.

Notices shall be posted within ten days after receipt from the City.

119.09 Retaliation Prohibited

(A) It is an unlawful discriminatory practice to coerce, threaten, retaliate against, interfere with or discriminate against a person because that person has opposed any

Williams, Kit

From: Williams, Kit
Sent: Monday, August 25, 2014 9:15 AM
To: 'Law Office of Stephanie Nichols'; Smith, Sondra
Cc: Pennington, Blake
Subject: RE: Ballot Title/Popular Name?

Stephanie,

I think you have reduced the printing size of the ordinance too much and could make this a point of attack for your opponents. If the ordinance was not easily readable by every signer, the requirement of attaching the ordinance would not be achieved. I think a two sided page can contain the ordinance that would be large enough for almost anyone to read and thus, less susceptible to legal attack. It would need to be attached to each petition.

I anticipate that title of the ballot issue would tract pretty closely to the title of the ordinance. I agree that the statutes I have looked at are not nearly as clear for municipal referendums as for state referendums. I am working on other briefs that soon will be due and cannot spend too much time now researching this point.

Kit Williams

Fayetteville City Attorney
479.575.8313

From: Law Office of Stephanie Nichols [mailto:stephanie.nichols777@gmail.com]
Sent: Saturday, August 23, 2014 4:17 PM
To: Williams, Kit; Smith, Sondra
Subject: Ballot Title/Popular Name?

Kit and Sondra,

Local attorney Travis Story is working on a petition, and I am assisting him. He has revised the petition from what I sent you last night. (Thank you for the information, Sondra). Do either of you know if a ballot title and popular name is required for a municipal referendum? We have not been able to get a definitive answer on that from the statutes, some of which seem to apply to municipalities and some which do not. However, the form in the statute, which Sondra sent last night, does indicate a placement for a ballot title/popular name. Is this required, or is this something that can be left off when it is not a statewide initiative?

If it is required, does this petition drafted by Travis seem to present any problem as far as the ballot title/popular name portion? Do either of you see any other problems as well? (There are a couple of typos, but we can easily take care of that. I am just concerned with the substantive part right now). Also, is it OK to have the ordinance on one sheet behind the signature page like we have it? I can read it, but I didn't know if the smallness of the type could possibly present a problem?

Thanks,

--

Stephanie Nichols
Attorney at Law
P.O. Box 1115
Jonesboro, AR 72403
(501) 288-2927

10

REFERENDUM PETITION

RECEIVED

SEP 20 2014

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

To: The Honorable City Clerk, Sondra Smith
City of Fayetteville, Arkansas

We, the undersigned registered voters of the City of Fayetteville, Arkansas respectfully order by this, our petition, that Ordinance No. 5703, passed by the city council of the City of Fayetteville, Arkansas, on the 20th day of August, 2014, entitled AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING CHAPTER 119 CIVIL RIGHTS ADMINISTRATION TO PROTECT THE CIVIL RIGHTS OF FAYETTEVILLE CITIZENS AND VISITORS AND TO CREATE THE POSITION OF CIVIL RIGHTS ADMINISTRATOR FOR THE CITY OF FAYETTEVILLE, be referred to the people of said municipality, to the end that the same may be approved or rejected by the vote of the registered voters of the municipality, at a special election to be held on December 9th, 2014, or as otherwise determined by the Fayetteville City Council; and each of us for himself or herself says:

"I have personally signed this petition; I am a registered voter of the City of Fayetteville, Arkansas, and my principal name, date of birth, residence, city of residence and date of signing this petition are correctly written after my signature."

TO HAVE REFERRED TO THE PEOPLE OF THE CITY OF FAYETTEVILLE, ARKANSAS A BALLOT MEASURE FOR OR AGAINST: "REPEAL, IN ITS ENTIRETY, ORDINANCE NO. 5703 WHICH ENACTED CHAPTER 119 OF THE FAYETTEVILLE, ARKANSAS CITY CODE."

Signature	Printed Name	Date of Birth	Address, City	Date of Signing
<i>[Signature]</i>	Billie Colville Willis	7/25/57	2054 S. Cline Ave	9/3/14
<i>[Signature]</i>	Richard L. Watson	BIRTH 6-2-38	2054 S. Cline Ave - Fayetteville	9-3-14
<i>[Signature]</i>	Nell M. Smith	Nell M. Smith Feb 1, 1922	2201 Clover Drive, Fayetteville	9/3/14
<i>[Signature]</i>	Emily Collins	5/12/78	452 Clover Drive, Fayetteville	9/3/14
<i>[Signature]</i>	Helen Winkle	5/18/35	2233 S. Clover Dr, Fayetteville	9/3/14
<i>[Signature]</i>	Dean Wesser	9/4/45	2396 E. Park Dr Fayetteville	9/5/14
<i>[Signature]</i>	Meagan Davis	8-22-80	1189 China Berry Ln. Fayetteville	9-5-14
<i>[Signature]</i>	Kife Martin	10-17-86	2306 N. Hidden Creek Fayetteville	9-5-14
<i>[Signature]</i>	Wendy Morris	4-11-74	5475 W. Shalott Fayetteville	9/6/14
<i>[Signature]</i>	Brian Jackson	7-21-58	1219 S West Ave. Fayetteville	9/6/14

Affidavit of Canvasser

State of Arkansas

County of Washington

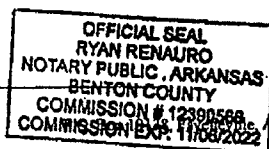
I, Joe Alexander, being first duly sworn, state that the foregoing person(s) signed this sheet, in my presence, and each of them, to the best of my knowledge and belief, has stated his or her name, date of birth, residence, town of residence, and date of signing correctly, and that each signer is a registered voter of the City of Fayetteville. At all times during the circulation of this signature sheet an exact copy of Ordinance 5703, including its exhibit, was attached.

Signature of Canvasser: Joe Alexander
Residence of Canvasser: 257 W. 22nd St. Fayetteville 72701
Subscribed and sworn before me this 9 day of September, 2014.

Indicate one: ☐ Paid Canvasser
☒ Volunteer/Unpaid Canvasser

My Comm. No. 000001

000001



Notary

R 72703 - (479) 239-5900

MEMORANDUM

TO: Keep Fayetteville Fair Committee

FROM: Jeff Priebe and Deb Riordan

RE: BALLOT LANGUAGE

In approving Amendment 7 to the Arkansas Constitution, the People of the State of Arkansas specifically reserved to themselves the power to vote on local ordinances. In order to ensure that the process is fair, the Constitution and the State laws that address this process, require that the Petition and Ballot Title be: full, fair, and not confusing. In fact, Amendment 7 mandates that "At the time of filing petitions the exact title to be used on the ballot shall by the petitioners be submitted with the petition... on county and municipal measures such title shall be submitted to the county election board and shall by said board be placed upon the ballot in such county or municipal election."

In this case, the Petitioners have circulated petitions that were facially deficient and petitions that failed to fully disclose the entire title and text of Ordinance No. 5703 as required by Arkansas Code Annotate §§ 7-9-105 and -106. Given the failures to fully comply with the basic requirements for a referendum petition, the City Council is now placed in a difficult position. The City Council must decide how to put forth to the citizens of Fayetteville a proposed ballot title and ballot language that is clearly confusing and fails to comply with Arkansas law.

Fortunately, Arkansas law provides cities with the power and duty to control the referendum and ballot process and ballot titles. See Ark. Code Ann. § 7-11-204. In order to achieve the purposes of Amendment 7, cities should strive to keep the ballot title as fair and straightforward as possible. In addition, voters should not be confused as to the meaning of a "for" or "against" vote. See Ark. Code Ann. § 7-9-107(c) In this situation, given the deficiencies in the petitions, the City Council should strive to meet the purpose of Amendment 7 and follow the guidelines set forth for counties contained in Arkansas Code Annotated § 14-14-917, and allow the citizens of Fayetteville to vote on the following:¹

FOR REFERRED ORDINANCE NO. 5703

AGAINST REFERRED ORDINANCE NO. 5703

¹ This is consistent with the September 30 memorandum authored by Mr. Kit Williams.

Handed out at the City Council Meeting 10-7-14
Amendment #1

Kits
version

RESOLUTION NO. _____

A RESOLUTION TO SET THE DATE FOR THE SPECIAL ELECTION FOR
~~THE REFERENDUM ELECTION~~ ON ORDINANCE NO. 5703 WHICH
ENACTED CHAPTER 119 OF THE FAYETTEVILLE CODE TO CREATE A
PROCESS FOR THE PROTECTION OF CIVIL RIGHTS IN THE CITY OF
FAYETTEVILLE AND REQUESTING THE WASHINGTON COUNTY
BOARD OF ELECTION COMMISSIONERS TO PLACE THIS
REFERENDUM ON THE BALLOT AND TO APPROVE A BUDGET
ADJUSTMENT TO PAY FOR THE SPECIAL ELECTION

WHEREAS, Fayetteville City Clerk Sondra Smith has diligently verified and counted the number of Fayetteville Registered Voters who signed referendum petitions calling for a special referendum election on Ordinance No. 5703; and

WHEREAS, Fayetteville City Clerk Sondra Smith certified on September 26, 2014, that the referendum petition was sufficient pursuant to Amendment 7 and state law.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby orders that in accord with the certified sufficient referendum petition, a special election called for in such referendum petition shall be held on December 9, 2014, to determine by vote of the qualified electors of the City of Fayetteville, Arkansas, whether Ordinance No. 5703 shall be approved or rejected. If litigation delays the printing of ballots or otherwise necessitates any delay, the Washington County Election Commission may move the special election date to January 13, 2015.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby requests that the Washington County Board of Election Commissioners, pursuant to A.C.A. §7-9-117 place Ordinance No. 5703 including its Exhibit A upon the ballot followed by these words:

FOR REFERRED ORDINANCE NO. 5703

AGAINST REFERRED ORDINANCE NO. 5703

Attached as Exhibit "1" is the proposed ballot language for the referendum election.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby establishes the effective date that Ordinance 5703, if approved by voters in the special election will be 40 days after such election.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Budget Adjustment to pay for the costs of this Special Election.

PASSED and APPROVED this 7th day of October, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Exhibit 1

~~(Proposed Ballot Language For Referendum Election For Fayetteville City Ordinance No. 5703)~~

ORDINANCE NO. 5703

AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING CHAPTER 119 **CIVIL RIGHTS ADMINISTRATION** TO PROTECT THE CIVIL RIGHTS OF FAYETTEVILLE CITIZENS AND VISITORS AND TO CREATE THE POSITION OF CIVIL RIGHTS ADMINISTRATOR FOR THE CITY OF FAYETTEVILLE

WHEREAS, the City of Fayetteville seeks to protect and safeguard the right and opportunity of all persons to be free from unfair discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status; and

WHEREAS, the City of Fayetteville seeks to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

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 enacts Chapter 119 **Civil Rights Administration** as shown on Exhibit "A" attached hereto.

Exhibit A

CHAPTER 119: CIVIL RIGHTS ADMINISTRATION

119.01 Purpose

The purpose of this chapter is to protect and safeguard the right and opportunity of all persons to be free from discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status. This chapter's purpose is also to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

119.02 Definitions

- (A) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the residents of the city could qualify.

- (B) "Civil Rights Administrator" means the person designated by the Mayor to receive, investigate and conciliate complaints brought under this chapter.
- (C) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such an impairment, or being perceived or regarded as having such impairment. For purposes of this chapter, discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.
- (D) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that has the effect of subjecting any person to differential treatment as a result of that person's real or perceived race, ethnicity, national origin, age (if 18 years of age or older), gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status.
- (E) "Employee" means any individual employed by a covered employer.
- (F) "Employer" means any person, business or organization which regularly employs five (5) or more individuals, not including the employer's parents, spouse or children. For purposes of this chapter an employer "regularly" employs five (5) individuals when the employer employs five (5) or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an "employer" is also any person or entity acting on behalf of an employer, directly or indirectly, or any employment agency.
- (G) "Familial status" means an individual's status as parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that individual.
- (H) "Gender" means actual or perceived sex.
- (I) "Gender Identity" means a person's gender-related identity, whether or not that identity is or is perceived to be different from that traditionally associated with the sex assigned to that individual at birth.
- (J) "Gender Expression" means a person's gender-related appearance and behavior whether or not that gender expression is or is perceived to be different from that traditionally associated with the person's assigned sex at birth.
- (K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.
- (L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.
- (M) "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.
- (N) "Veteran status" means an individual's status as one who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable.

119.03 Prohibited Acts of Discrimination - Employment

With regard to employment, it shall be unlawful for any employer or labor organization to engage in any of the following acts wholly or partially for a discriminatory reason:

- (A) To fail to hire, refuse to hire or discharge an individual;
- (B) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (C) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;
- (D) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;
- (E) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including on-the-job training programs;
- (F) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;
- (G) To discriminate in referring an individual for employment whether the referral is by an employment agency, labor organization or any other person.

119.04 Prohibited Acts of Discrimination - Housing and Real Estate Transactions

With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

- (A) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;
- (B) To discriminate by imposing different terms on a real estate transaction;
- (C) To represent falsely that an interest in real estate is not available for transaction;
- (D) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;
- (E) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;
- (F) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;
- (G) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty-five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled

or elderly;

- (H) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");
- (I) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a real estate transaction from which such person may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");
- (J) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;
- (K) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.
- (L) Notwithstanding any other provision of this chapter, it is not an unlawful discriminatory practice to apply or enforce the definition of "family" for zoning purposes pursuant to § 151.01 of the Unified Development Code.

119.05 Prohibited Acts of Discrimination - Business Establishments or Public Accommodations

It shall be unlawful for a business establishment or place of public accommodation for a discriminatory reason to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment or place of public accommodation, unless required by state or federal law.

119.06 City Services, Facilities, Transactions and Contracts

- (A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.
- (B) All contractors doing business with the City of Fayetteville shall abide by this ordinance.

119.07 General Exceptions

- (A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.
- (B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.
- (C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to

encourage participation by a protected group.

- (D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.
- (E) It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan as required by state or federal law, or by court order.
- (F) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification or a permissible bona fide physical requirement, that party shall have the burden of proving:
 - (1) That the discrimination is in fact a necessary result of such a bona fide condition; and
 - (2) That there exists no less discriminatory means of satisfying the bona fide requirement.
- (G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.
- (H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.
- (I) Nothing in this Chapter shall be construed to require any religious or denominational institution or association to open its tax exempt property or place of worship to any individual or group for any ceremony or meeting, except for any activity or service that is supported in whole or part by public funds.
- (J) Designating a facility as a gender-segregated space shall not be a violation of this chapter. Nothing in this chapter shall be construed as allowing any person to enter any gender-segregated space for any unlawful purpose.

119.08 Posting of Notices

Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice, the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City. Notices shall be posted within ten days after receipt from the City.

119.09 Retaliation Prohibited

- (A) It is an unlawful discriminatory practice to coerce, threaten, retaliate against, interfere with or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or complaint, or has testified truthfully, assisted or participated in an investigation, proceeding or hearing pursuant to this chapter.
- (B) It is an unlawful discriminatory practice to require, request or suggest that a person or entity retaliate against, interfere with, intimidate or discriminate against a person because that person has opposed

any practice made unlawful by this chapter, has made a non-frivolous charge or has testified truthfully, assisted or participated in an investigation, proceeding or hearing authorized under this chapter.

- (C) It is an unlawful discriminatory practice to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this chapter.

119.10 Preservation of Business Records

Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

- (A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.
- (B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately dismissed. If the respondent is not participating in good faith, the complaint may be immediately referred to the City Prosecutor's office.
- (C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.
- (D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.

FOR REFERRED ORDINANCE NO. 5703

☐

AGAINST REFERRED ORDINANCE NO. 5703

☐

Handed out at the City Council Meeting
10-7-14

C. 5
Baldwin & Shell Construction Company Amendment No. 2
1 of 74



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316

Text File

File Number: 2014-0419

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 5

A RESOLUTION TO AUTHORIZE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BALDWIN & SHELL CONSTRUCTION COMPANY IN AN AMOUNT NOT TO EXCEED \$10,074,158.00 FOR CONSTRUCTION PHASE SERVICES FOR THE SPRING STREET PARKING DECK PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$200,000.00, 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 Change Order No. 1 to the contract with Baldwin & Shell Construction Company in an amount not to exceed \$10,074,158.00 for construction phase services for the Spring Street Parking Deck Project, and further approves a project contingency in the amount of \$200,000.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the budget adjustments attached to this Resolution.

City of Fayetteville Staff Review Form

2014-0419

Legistar File ID

10/7/2014

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

Jeremy Pate

10/6/2014

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Change Order No. 1 with Baldwin & Shell Company for full construction phase services of the Spring Street Municipal Parking Deck and approval of associated budget adjustments.

Budget Impact:

4560.9560.5804.00		Parking Deck Project Expenses	
Account Number		Fund	
11028.1203, .1301, .1501, .1601		Entertainment District Parking	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 5,930,454.00
		Funds Obligated	\$ 1,430,587.00
		Current Balance	\$ 4,499,867.00
Does item have a cost?	Yes	Item Cost	\$ 10,042,158.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 5,742,291.00
		Remaining Budget	\$ 200,000.00

Previous Ordinance or Resolution # 135-14

V20140710

Original Contract Number: 2281

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 07, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director *JP*

DATE: October 06, 2014

SUBJECT: Spring Street Parking Deck-Amendment No. 2 to the Contract with Baldwin and Shell

RECOMMENDATION:

Staff recommends approval of a resolution to approve Change Order No. 1 with Baldwin & Shell Construction Company in an amount not to exceed \$10,074,158 for construction phase services related to construction of the Spring Street Municipal Parking Deck and Walton Arts Center Administration offices/backstage expansion area. When added to Bid Package No. 1, the Total GMP is \$10,522,106. Included with this approval is a budget adjustment to facilitate the funding of this project.

BACKGROUND:

The City of Fayetteville is constructing a parking deck in the downtown area/entertainment district on the northwest corner of School Avenue and Spring Street, adjacent to and southeast of the Walton Arts Center (WAC) facility. The objective is to relieve current parking shortfalls and to create supply in an area anticipated to see increased parking demand.

Garver, LLC has led the design team for engineering and architectural services thus far on the project, coordinating with the City's team and in collaboration with the WAC and Boora Architects. Baldwin and Shell Construction Company was selected in April of 2013 to provide professional construction management services for this project. Services under the selection cover both preconstruction and construction phases of the work for the parking deck. A preconstruction phase service contract in the amount of \$40,000 was awarded at that time, with the objective of providing the design team with detailed contractor perspective input, including cost estimating at various points of in the design process. It has been through this estimating service that the design team has been able to make informed design decisions to reduce cost in the overall project from initial estimates. Under the construction management process, bids are publicly advertised and opened, and the Construction Manager establishes a Guaranteed Maximum Price based upon these bids.

The initial phase of construction (mobilization, demolition and excavation) was advertised for public bids and awarded in July in the amount of \$447,948. Work was initially set to begin in earnest in August, but based upon much higher than expected bids received at the bid opening

on August 22 for the remainder of the project, the Mayor delayed the commencement of construction until staff could work with our design and construction management team to find a more viable way to proceed. On August 26, I reported to the Council that the construction costs as bid were at \$12.2 million, or \$2.4 million above the previous estimate. Combined with additional estimated costs such as utility relocation, testing services, construction administration, fees, etc. staff was estimating the project was at a deficit of \$5.3 million from the original budget established in 2012. It was with this in mind that we went back to Garver and Baldwin & Shell to establish a better path forward, estimated a month's delay to finalize a recommendation.

DISCUSSION:

In the past month, the City and design teams have been working on several options to present to the Council. This contract amendment represents, in our opinion, the best path forward to construct this important infrastructure investment within the heart of our downtown cultural arts and entertainment district. Following are important points to consider with this proposal:

- 1) Baldwin & Shell has prepared a competitive proposal to manage the concrete work themselves, rather than pay for a "turn-key" contractor to do the work. This particular bid on the market was extremely high, and Baldwin & Shell have managed to reduce this cost by approximately \$1.1 million by self-performing the work. ***These savings are factored into the Guaranteed Maximum Price (GMP).***
- 2) Subsequent negotiations with sub-contractors, changes in design specifications and identifying alternative systems/products within the project have resulted in a total net savings for both the WAC and City of approximately \$594,856. ***These savings have been factored into the GMP.***
- 3) Staff has identified a task within the project that the City can self-perform that results in approximately \$70,000 in savings. Specifically, the City Transportation Dept. will trench and install conduit for underground utilities along Spring Street. ***These savings have been factored into the GMP.***
- 4) We have requested new pricing on 4 trade packages that either came in well over budget, had no bids or a single bid: Miscellaneous Steel (\$640,000), Weathered Steel Panels and Green Screen System (\$92,000), Metal Wall Soffit Panels (\$326,268), and Fiber Cement Wall Panels (\$107,397). New pricing for the wall panels were received this week, and resulted in savings of \$15,771. Bids for the steel work will not be available until next week, therefore we have retained the current low bid price in the GMP. It is our hope that with getting additional competitive pricing on these steel packages, costs will be further reduced. If not, we will go with the bid that we have currently within the budget. ***Wall panel bid savings have been factored into the GMP; steel has not, but will be with a change order once we have finalized that trade package.***
- 5) Staff has negotiated the outside contracts necessary for the project, with an approximate savings of \$150,000. ***These savings are factored into separate agreements for Council consideration.***
- 6) The bids originally opened on August 22 are valid for 60 days. This places the Council's consideration of this proposal on a timeframe of either October 07 or October 21 regular meeting dates. October 21 would represent the 60th day, therefore at the risk of changing the GMP after initial submittal, staff has asked the Council to consider this item on the October 07 meeting. This would also reduce the delay in getting contractors mobilized on the site to begin work.

The current GMP proposal for Bid Package No. 2 is \$10,074,158. Together with Bid Package No. 1, the design contract, testing services contract, Construction Administration contract, WAC

expenses, utility relocation agreements, and a contingency amount, the total expenditures for this project are \$12,336,023. Compared to the funds available for the project through the Bond Issue, Parking Revenue, Drainage Funds, and the Walton Arts Center's estimated contribution to the project for the areas of their responsibility, the funding gap is currently at \$3,660,758. Staff proposes the following:

- 1) Appropriate \$1,500,000 received from the Walton Arts Center Governance amendments back to the Walton Arts Center campus and the parking deck that will serve the entire area.
- 2) Appropriate \$2,160,758 out of General Fund Reserves to cover the balance, with the intent to repay this amount over time from additional revenue received from the parking deck utilization.

As staff has updated the Council on several occasions, cost estimates have consistently been higher than our initial budget established with the parking revenue bonds. There has been much time and effort put into cost estimating, design changes and overall systems evaluation to provide a project that meets the expectations of all involved, including multiple public input sessions before design was started. Staff has taken the input given from the Council and the public to design the deck structure to incorporate liner buildings at the south and east corners, in addition to the liner building along the north side of the deck that will house the Walton Arts Center Administrative Headquarters and back-of-house space, which is absolutely necessary for the Walton Arts Center to expand at their current location. We were able to accomplish most, but not all, requests of the Council. The exterior elements that create the architectural interest of the façade have remained, and our value engineering and design changes have focused on structural and interior systems, specifications and elements.

This completes the procurement process for construction phase services. It must be noted that the City has not allocated a great deal of contingency with this contract. Attached to this memo is the Guaranteed Maximum Price Amendment, serving as Exhibit A to the already approved contract with Baldwin & Shell. The contract agreement is between the City of Fayetteville and Baldwin & Shell as our construction manager, and includes the construction services identified and described in the subsequent attachments, along with specified negotiated changes, qualifications and modifications to construction specifications, drawings, etc.

BUDGET/STAFF IMPACT:

Funding for this contract is coming from parking revenue bond proceeds, parking funds budgeted for the project, drainage funds allocated for improvements along Spring Street and the balance from General Fund Reserve. At the current time, the impact to the General Fund Reserve is \$2,160,758. The impact on the parking fund is \$234,558 in additional reserves and \$75,000 from the drainage fund.

Attachments:

Parking Deck Funding/Cost Summary

Change Order No. 1

Guaranteed Maximum Price for Bid Package No. 2 (Incl. Attachments)

Spring Street Municipal Parking Deck Cost Summary

6-Oct-14

Funds		Expenditures	
Bond Issue	\$5,857,832	Site Selection/Design	\$980,725
Parking Revenue	\$970,458	WAC Relocation	\$6,000
Drainage Funds	\$75,000	WAC Temporary Offices	\$100,000
WAC Contribution (Est)	\$1,771,975	SourceGas Line Relocation	\$31,844
		AEP Power Line Relocation	\$66,834
	\$8,675,265	Construction Admin. Services	\$168,600
		Testing Services	\$120,000
		Parking Pay Equipment	\$100,000
		City Fees and Services	\$39,914
		Contingency	\$200,000
		Negotiated GMP	\$10,522,106
			\$12,336,023
		Funding Gap	(\$3,660,758)
Governance Fund Appropriation			\$1,500,000
General Fund Reserves Appropriation			\$2,160,758
			<u>\$0</u>

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

C. 5
Baldwin & Shell Construction Company Amendment No. 2
7 of 74

Budget Year 2014	Division: Development Services Dept.: Development Services Requestor: Jeremy Pate	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget Adjustment to move funds into Basement Finish out sub-project. And to recognize revenue cost share with the Walton Arts Center. This is part of the Baldwin Shell contract. This will go to Council on Oct. 7, 2014.

RESOLUTION/ORDINANCE	COUNCIL DATE: 10/7/2014
	LEGISTAR FILE ID#: 2014-0419
	<i>Barbara Fell</i>
	10/6/2014 2:47 PM
	Budget Director _____ Date _____
	TYPE: _____
	DESCRIPTION: _____
	GLDATE: _____
	POSTED: _____ / _____

TOTAL	863,099	863,099					v.20140829
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
4560.0956.4420.01		863,099	11028	1501	RE	**N/A	
4560.9560.5804.00	863,099		11028	1501	EX	Building Costs	

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2014	Division: Development Services Dept.: Development Services Requestor: Jeremy Pate	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget Adjustment to move additional parking funds to the Basement shell sub-project. This is part of the Baldwin Shell contract. This sub-project will then be completely funded. This budget adjustment will also fund the parking deck equipemnt needed for operations. This will go to Council on Oct. 7, 2014.

RESOLUTION/ORDINANCE	COUNCIL DATE: <u>10/7/2014</u> LEGISTAR FILE ID#: <u>2014-0419</u> <i>Barbara Fell</i> 10/6/2014 2:48 PM _____ Budget Director _____ Date TYPE: _____ DESCRIPTION: _____ GLDATE: _____ POSTED: <u> / </u>
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TOTAL	469,116	469,116					v.20140829
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
2130.9131.7602.56	234,558	-	11028	1301	EX	Transfer to Parking Deck Project	
2130.0913.4999.99	-	234,558			RE	Use of Fund Balance	
4560.0956.6602.13	-	134,558	11028	1301	RE	Transfer from OSP	
4560.0956.6602.13	-	100,000	11028	1701	RE	Transfer from OSP	
4560.9560.5804.00	134,558	-	11028	1301	EX	Building Costs	
4560.9560.5801.00	100,000	-	11028	1301	EX	**Fixed Assets	
	-	-					
	-	-					
	-	-					
	-	-					
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	-	-					
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	-	-					
	-	-					

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Development Services	Adjustment Number
2014	Dept.: Development Services	
	Requestor: Jeremy Pate	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget Adjustment to move funds into the North Liner Bldg. sub-project. This is part of the Baldwin Shell contract. And to recognize revenue cost share with the Walton Arts Center. This sub-project will also use a portion the WAC revenue given to the City as part of the governance agreement. This will go to Council on Oct. 7, 2014.

RESOLUTION/ORDINANCE	COUNCIL DATE: 10/7/2014 LEGISTAR FILE ID#: 2014-0419 <i>Barbara Fell</i> 10/6/2014 2:52 PM Budget Director _____ Date _____ TYPE: _____ DESCRIPTION: _____ GLDATE: _____ POSTED: _____ / _____
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TOTAL		3,708,876	3,708,876					v.20140829	
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name			
	Expense	Revenue	Project	Sub					
4560.0956.4420.01		908,876	11028	1601	RE	**N/A			
4560.9560.5804.00	908,876		11028	1601	EX	Building Costs			
1010.6600.7602.56	1,400,000		11028	1601	EX	**Transfer to Parking Deck Project			
1010.0001.4999.99		1,400,000			RE	Use of Fund Balance			
4560.0956.6602.01		1,400,000	11028	1601	RE	**Transfer from General			
4560.9560.5804.00	1,400,000	-	11028	1601	EX	Building Costs			
	-	-							
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City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2014	Division: Development Services Dept.: Development Services Requestor: Jeremy Pate	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Budget Adjustment to move funds into the Parking Deck construction. This is part of the Baldwin Shell contract. This BA will utilize the general fund contribution. And also a portion the WAC revenue given to the City as part of the governance agreement. The amount also includes a contingency of \$200,000. This will go to Council on Oct. 7, 2014.

RESOLUTION/ORDINANCE	COUNCIL DATE: 10/7/2014
	LEGISTAR FILE ID#: 2014-0419
	<i>Barbara Fell</i> 10/6/2014 2:52 PM
	Budget Director _____ Date _____
	TYPE: _____ DESCRIPTION: _____ GLDATE: _____ POSTED: _____ / _____

TOTAL	4,521,516	4,521,516					v.20140829
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
1010.6600.7602.56	100,000		11028	1203	EX	**Transfer to Parking Deck Project	
1010.0001.4999.99		100,000			RE	Use of Fund Balance	
4560.0956.6602.01		100,000	11028	1203	RE	**Transfer from General	
4560.9560.5804.00	100,000		11028	1203	EX	Building Costs	
1010.6600.7602.56	2,160,758				EX	**Transfer to Parking Deck Project	
1010.0001.4999.99		2,160,758			RE	Use of Fund Balance	
4560.0956.6602.01	-	2,160,758	11028	1203	RE	**Transfer from General	
4560.9560.5804.00	2,160,758	-	11028	1203	EX	Building Costs	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



October 3, 2014

Mr. Jeremy Pate, Director Development Services
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Spring Street Parking Deck
Proposal - Bid Package No. 2

Dear Jeremy,

We are pleased to present this proposal for Bid Package No. 2 for the Spring Street Parking Deck and North Liner Building. This proposal is resultant of the public bid opening we conducted on August 22, 2014, subsequent negotiations with our low subcontractors, and multiple meetings with both the design team and city staff.

Proposed Guaranteed Maximum Price (GMP) for Bid Package No. 2: \$10,074,158
(Including currently accepted Negotiated Changes, refer to Attachments "B" & "C".)

Current Contract (Bid Package No. 1) 447,948
Total Proposed GMP \$10,522,106

Refer to Attachment "A" for itemized breakdown of this proposal.

We have estimated construction duration of 365 calendar days to achieve Substantial Completion.

As a gesture of good will, we have reduced our fee as General Contractor from 5.5% to 5%. This savings of \$50,105 is included in the above-stated GMP.

Please note the following **Qualifications** to this proposal:

- Pricing is based on Specifications, Drawings, and Addenda as listed in Attachments "F", "G", & "H".
- Building concrete work will be performed under multiple packages in lieu of a single turnkey package.
- Refer to Attachment "D" for list of Qualifications and Modifications associated with the concrete work and specifications.
- Our Agreement with the Owner (AIA Document A133-2009) will be amended to include Boora Architects Inc. as Architect of Record for the North Liner Building.
- Monthly payment applications will be sent directly to the City of Fayetteville.
- Contingency is for the sole use of the Construction Manager/General Contractor.
- Additional time will be granted for adverse weather conditions.

Please note the following **Exclusions**:

- Building Permit Fees

- Impact fees / utility connection fees
- Utility company charges
- Rock excavation
- Undercut of unsuitable soils beyond allowance of 1,700 cubic yards currently in contract

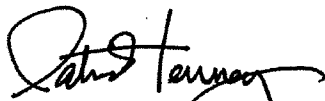
Please note the following **Unit Prices**:

1. Trench rock excavation. \$215 / C.Y.
2. Drilled pier unit prices, please refer to Attachment "E"

The prices represented in this proposal are valid through October 21, 2014.

Please do not hesitate to contact me if you have any questions whatsoever. We are ready to be of service.

Sincerely,
BALDWIN & SHELL CONSTRUCTION COMPANY



Patrick Tenney, AIA | President
Northwest Arkansas Division

Cc: Mr. Ron Petrie, P.E.

Enclosures

H:\Jobs\NW Arkansas Jobs\2258 - Fayetteville Entertainment Parking Deck\Contract Documents & Change Orders\Owner Contract & Change Orders\Contract & Exhibits



Document G701™ – 2001

Change Order

PROJECT (Name and address): City of Fayetteville Entertainment District Parking Deck 229 North School Avenue Fayetteville, AR 72701	CHANGE ORDER NUMBER: 001 DATE: October 8, 2014	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Baldwin & Shell Construction Company 593 Horsebarn Road, Suite 100 Rogers, AR 72758	ARCHITECT'S PROJECT NUMBER: 11047180 CONTRACT DATE: April 16, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Add Bid Package No. 2 for Spring Street Parking Deck and North Liner Building, refer to Proposal Letter from Baldwin & Shell Construction Company, dated October 3, 2014.

Replace paragraph 3.2 of AIA Document A133 with the following:

3.2 City of Fayetteville and Walton Arts Center Designated Representative

The City of Fayetteville shall identify a representative authorized to act on behalf of the City of Fayetteville with respect to the Project. The Walton Arts Center shall identify a representative authorized to act on behalf of the Walton Arts Center with respect to the North Liner Building. The City of Fayetteville's and Walton Arts Center's representatives shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Baldwin & Shell Construction Company. Except as otherwise provided in Section 4.2.1 of A201-2007, the Engineer does not have such authority. The term "Owner" as used in the A201-2007 means the City of Fayetteville or the City of Fayetteville's authorized representative.

Refer to paragraph 5.1.2 of AIA Document A133, Change fee to 5.0%, and add the following sentence: Fee will be returned on unspent portions of allowances.

Add as the North Liner Building Architect: Boora Architects, 720 SW Washington, Suite 800, Portland, OR 97205

Add as the Walton Arts Center's Designated Representative: David Swain, P.O. Box 4279, Fayetteville, AR 72707, 479-435-0486, 479-521-2401 (Fax)

The original Guaranteed Maximum Price was	\$ 447,948.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 447,948.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 10,074,158.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 10,522,106.00

The Contract Time will be increased by Three Hundred Sixty Five (365) days.

The date of Substantial Completion as of the date of this Change Order therefore is to be three hundred sixty-five (365) days from the date of resumption of the Work of Bid Package No. 1. The date to resume the work of Bid Package No. 1 will be fourteen (14) days from issuance of Notice to Proceed.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Garver, LLC. ARCHITECT (Firm name)	Baldwin & Shell Construction Company CONTRACTOR (Firm name)	City of Fayetteville OWNER (Firm name)
2049 E. Joyce Blvd., Suite 400, Fayetteville, AR 72703 ADDRESS	593 Horsebarn Road, Suite 100, Rogers, AR 72758 ADDRESS	113 West Mountain Fayetteville, AR 72701 ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Ron Petrie (Typed name)	Patrick Tenney, AIA (Typed name)	Lionel Jordan (Typed name)
DATE	10.03.2014 DATE	DATE

Boora Architects, Inc.

ARCHITECT *(Firm name)*

720 SW Washington, Suite 800

Portland, OR 97205

ADDRESS

BY *(Signature)*

Michael Tingley

(Typed name)

DATE

PROJECT NAME : Spring Street Parking Garage / North Liner							
Breakdown & Cost Allocation							
DATE : 10/03/14							
GMP AMOUNT : \$10,522,106							
BUILDING AREA : 102,551							
			1	2	3	4	
NO.	ITEM NAME	COST	DECK	BSM'T SHELL	BSM'T F.O.	GROUND & 2nd	TOTAL
600	Performance Bond	71,558	46,401	3,165	5,526	16,466	71,558
601	Builders' Risk / Lia. Insurance	74,069	54,833	3,002	4,551	11,683	74,069
602	Earthquake Insurance & Deductibles	0	0	0	0	0	0
605	Fringe Benefits	25,000	14,000	2,750	2,750	5,500	25,000
960	Preconstruction Fee	40,000	25,600	2,000	3,200	9,200	40,000
970	Fee	520,522	330,066	23,771	41,796	124,889	520,522
980	Fee Associated with Negotiated Changes	(32,717)	(19,784)	0	0	(12,933)	(32,717)
990	Fee Reduction to 5%	(50,105)	(35,000)	0	0	(15,105)	(50,105)
1000	General Conditions	531,986	410,860	94	7,693	113,339	531,986
1011	Contingency	164,933	164,933	0	0	0	164,933
1060	Permits	1,200	1,200	0	0	0	1,200
1400	Quality Control Testing	0	0	0	0	0	0
1700	Project Clean Up	70,683	55,853	0	3,412	11,418	70,683
2220	Power Co. Underground Conduits	93,000	93,000	0	0	0	93,000
2475	Drilled Piers	255,460	186,400	69,060	0	0	255,460
2630	Storm Drainage, Rain Harvest, Backfill	430,000	305,000	125,000	0	0	430,000
2700	Paving & Surfacing	7,500	5,000	0	2,500	0	7,500
2710	Pavement Striping & Speed Bump	4,200	4,200	0	0	0	4,200
2766	Site Concrete Work	131,840	131,840	0	0	0	131,840
2810	Irrigation Sleeves	6,450	6,450	0	0	0	6,450
2900	Landscaping, Irrigation, Tree Grates	90,974	90,974	0	0	0	90,974
3303	Building Concrete Work	3,451,569	3,158,728	207,213	21,833	63,795	3,451,569
3540	Insulating Cementitious Decks	27,100	0	0	0	27,100	27,100
4200	Masonry & Pavers	33,530	33,530	0	0	0	33,530
5100	Structural Steel	395,539	16,799	19,776	0	358,964	395,539
5120	Steel Erection	112,500	10,000	2500	0	100,000	112,500
5130	Miscellaneous Steel	491,240	506,801	0	0	0	506,801
5140	Bollard Covers & Halfen Anchors	15,561					
5700	Weathered Steel Panels & Greenscreens	77,720	77,720	0	0	0	77,720
5810	Expansion Joint Covers	26,544	26,544	0	0	0	26,544
6100	Rough Carpentry	25,998	3,049	0	7,156	15,793	25,998
6200	Finish Carpentry	50,000	0	0	0	50,000	50,000
6220	Millwork Cabinets	26,562	0	0	5,000	21,562	26,562
7100	Dampproofing & Waterproofing	191,867	166,867	25,000	0	0	191,867
7210	Building Insulation	0	0	0	0	0	0
7300	Fluid Applied Air Barrier	5,000	5,000	0	0	0	5,000
7400	Preformed Roofing / Siding & Rigid Ins.	326,268	41,111	0	0	285,157	326,268
7450	Fiber Cementitious Panel Siding, Trim & Rigid Ins.	107,397	48,859	0	0	58,538	107,397
7500	Membrane Roofing	158,192	52,831	0	0	105,361	158,192
7600	Aluminum Cap Flashing & Sheetmetal	4,341	4,341	0	0	0	4,341
7840	Firestopping.	2,000	400	0	800	800	2,000
7860	Sprayed Fireproofing	22,000	0	0	7,334	14,666	22,000
7900	Caulking & Sealants	0	0	0	0	0	0
8110	Doors / Frames / Hardware	120,482	27,617	0	25,111	67,754	120,482



8220	Misc. Installation	10,055	600	0	5,455	4,000	10,055
8400	Entrances & Storefronts	389,780	127,578	0	1,050	261,152	389,780
9250	Gypsum Board	279,270	13,930	0	80,350	184,990	279,270
9400	Seamless Epoxy Floors	8,340	0	0	8,340	0	8,340
9665	All Floor Coverings	108,557	0	0	24,520	84,037	108,557
9900	Painting	78,000	11,500	0	26,550	39,950	78,000
10150	Toilet Partitions	1,602	0	0	0	1,602	1,602
10400	ID Devices & Graphic Allowance	22,000	0	0	0	22,000	22,000
10410	Garage Signage	44,043	44,043	0	0	0	44,043
10520	Fire Extinguishers	5,458	3,939	0	380	1,139	5,458
10800	Toilet Accessories	6,530	0	0	3,819	2,711	6,530
12490	Window Treatment	29,722	0	0	0	29,722	29,722
14200	Elevators	86,000	64,500	0	21,500	0	86,000
14300	Emergency Power	0	0	0	0	0	0
15000	Mechanical	864,639	212,410	1,500	397,338	253,391	864,639
15300	Fire Protection	56,792	22,318	9,500	5,424	19,550	56,792
16000	Electrical	570,263	214,716	0	149,711	205,836	570,263
	Negotiated Changes accepted as of 10/03/14	(594,856)	(359,705)	0	0	(235,151)	(594,856)
	TOTAL PACKAGE 2	10,074,158	6,407,852	494,331	863,099	2,308,876	10,074,158
	TOTAL PACKAGE 1	447,948	407,721	40,227	0	0	447,948
	TOTAL PROJECT	10,522,106	6,815,573	534,558	863,099	2,308,876	10,522,106

Spring Street Parking Deck and North Liner Building
Bid Package No. 2

Qualifications to Concrete Work

1. Costs for concrete materials are included as follows:
(Prices are from Mid Continent Concrete, and secure through March 2015.)
 - a. Costs for 4000 PSI mix with Fly Ash (25%) for Drilled Piers Applications are \$94.75 per Cubic yard plus taxes.
 - b. Costs for 3000 PSI mix with Fly Ash (15%) for Non-Structural Exterior Applications such as Sidewalks, Paving and Curb & Gutter \$90.75 per cubic yard plus taxes.
 - c. Costs for 5000 PSI mix with Fly Ash (30%) for Parking deck Superstructure Applications are \$93.75 per cubic yard plus taxes.
 - d. Costs for 4000 PSI mix with Fly Ash (20%) for Structural Applications other than those listed above for \$90.50 plus taxes.
 - e. Costs for AHTD Class S Mix for Retaining Wall Applications are \$92.50.
2. Costs for admixtures used for contractor's means and methods, climate control, workability and early strength are included where applicable and are as follows:
 - a. Heated Water
 - b. Non-Calcium Accelerator 1% included
 - c. Superplasticizer
 - d. All Cement Mix
3. Costs for Chlorine Ion Testing and Shrinkage testing are excluded.
4. Costs for addition of a concrete shrinkage reducer of any kind are excluded.
5. Costs for addition of a corrosion inhibitor of any kind are excluded.
6. Costs to tape, caulk or any other treatment at form joints are excluded. Form joints will be tightly butted.
7. An allowance for costs of Mockups in the amount of \$2,500.00 is included.
8. The Proposal is based on a pour size of approximately 14,000 +/- square feet per pour with 2 pours per typical floors.
9. Largest form liner panel size will be 4x8.
10. Swirl float finish is excluded. Method of placement and finish will be to strike the concrete, float with a channel float followed by a broom finish with amplitude of approximately 1/8".

11. Form liner for Class "C" work will be MDO plywood for suspended decks and metal forms for walls.

Modifications to Specifications

1. Refer to Section 03 10 00 (Parking Deck Superstructure):
 - a. Paragraph 2.2 – Delete Item C.
 - b. Paragraph 3.2 – Delete Item B.
 - c. Paragraph 3.3 – Delete Item B. Form joints will be tightly butted.
 - d. Paragraph 3.4 – Offset for Class C will be ½".
2. Refer to Section 03 11 00:
 - a. Paragraph 1.2 – Delete Item B. No requirement for watertight joint. Form joints will be tightly butted.
 - b. Paragraph 1.2 – Delete Item C. No requirement for watertight joint. Form joints will be tightly butted.
 - c. Paragraph 1.3 (A) – Delete Item 1.
 - d. Paragraph 2.1 – Delete Item B.
 - e. Paragraph 2.1(E) – Allow use of wood as chamfer material and delete the requirement of "fully sealed at all edges".
 - f. Paragraph 2.1 (F) – Clarify that requirement for Water Stop Ties applies only to basement walls of occupied and conditioned spaces.
 - g. Paragraph 2.1 (F) – Clarify that requirement for Elastic Vinyl Plug applies only to basement walls of occupied and conditioned spaces.
 - h. Paragraph 3.2 (C) – Replace with: "Locate form joints in a uniform pattern with joints aligned as closely as practical."
 - i. Paragraph 3.2 (E) – Delete Item 1. Wall Tolerances will be in accordance with ACI Class A, B, or C as applicable with approved negotiated changes.
 - j. Paragraph 3.2 (E) – Delete Item 3. Form Offset will be in accordance with ACI Class A, B, or C as applicable with approved negotiated changes.
 - k. Paragraph 3.3 (K) – Delete Item 3.
 - l. Paragraph 3.3 (J)1 – Delete Item b.
 - m. Paragraph 3.3 (L) – Refer to Item 1 (a), Change 100% to 70%.
 - n. Paragraph 3.3 (L) – Refer to Item 1 (b), Change 48 hours to 24 hours.
3. Refer to Section 03 30 00 (Parking Deck Superstructure):
 - a. Paragraph 1.7 – Delete Item A. Wall in-place will serve as mock-up sample.
 - b. Paragraph 3.4 (B) – Delete Item 3 (b). Follow ACI requirements for Hot Weather Concreting.
 - c. Paragraph 3.6 (C) – Delete requirement for Final Light Swirl Float Finish. Finish will be light broom.
 - d. Paragraph 3.6 (D) – Delete requirement for Final Medium Swirl Finish. Finish will be light broom.
 - e. Paragraph 3.8 – Refer to Item A, Add to end of sentence "as closely as practical".
 - f. Paragraph 3.8 – Delete Item I.
4. Refer to Section 03 30 00:
 - a. Paragraph 2.4 (A) – Refer to Item 3, change 15% to 35%.
 - b. Paragraph 3.12 (B) – Refer to Item 2, Add to end of sentence "as closely as practical".



Spring Street Parking Deck and North Liner Building
Bid Package No. 2

Drilled Pier Unit Prices

1. 30" Dia.	ADD: \$202.96/L.F.;	DEDUCT: \$50.35/L.F.;	ROCK: \$320.46/L.F.
2. 36" Dia.	ADD: \$245.69/L.F.;	DEDUCT: \$60.95/L.F.;	ROCK: \$384.55/L.F.
3. 42" Dia.	ADD: \$288.41/L.F.;	DEDUCT: \$71.55/L.F.;	ROCK: \$459.33/L.F.
4. 48" Dia.	ADD: \$341.82/L.F.;	DEDUCT: \$84.80/L.F.;	ROCK: \$555.46/L.F.
5. 54" Dia.	ADD: \$416.60/L.F.;	DEDUCT: \$103.35/L.F.;	ROCK: \$651.60/L.F.

*These prices are based on Unit Prices provided by Midwest Foundations Company.

Attachment "F"
Bid Package No. 2 - Spring Street Parking Deck
Specifications

All Specifications are dated July 11, 2014

<u>Specifications</u>	<u>Title</u>	<u>Pages</u>
<u>Section Number</u>		

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00 73 00	Wage Rate Requirements	1-5

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01 32 00	Construction Progress Documentation	1-5
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01 42 00	References	1-3
01 45 29	Testing Laboratory	1-10
01 50 00	Temporary Facilities and Controls	1-8
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03 10 00	Concrete Formwork - Parking Deck Superstructure	1-6
03 11 00	Concrete Formwork	1-5
03 20 00	Concrete Reinforcement - Parking Deck Superstructure	1-5
03 20 00	Concrete Reinforcement	1-3
03 21 00	Post Tensioned Concrete - Parking Deck Superstructure	1-10
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03 30 00	Cast in Place Concrete - Parking Deck Superstructure	1-22
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03 52 16	Lightweight Insulating Concrete	1-5
03 60 00	Grout	1-8
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05 40 00	Cold-Forming Metal Framing	1-7
05 50 00	Metal Fabrication	1-13
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07 18 00	Concrete Sealers	1-5
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07 41 13	Metal Roof Panels	1-13
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07 44 56	Fiber Reinforced Cementitious Panels	1-6
07 54 00	Thermoplastic Membrane Roofing	1-6
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07 71 00	Manufactured Roof Specialties	1-9
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31 22 19	Grading	1-3
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CITY OF FAYETTEVILLE
SPRING STREET PARKING DECK
NORTH LINER BUILDING T.I.
BOORA-SPECIFICATIONS

All Specifications are dated July 3, 2014

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DIVISION 03 - CONCRETE

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23 0550	Vibration Isolation for HVAC Piping & Equipment	1-8
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Attachment "G"
Bid Package No. 2 - Spring Street Parking Deck
List of Drawings

GARVER DRAWINGS

<u>No</u>	<u>Title</u>	<u>Date</u>
G001	Cover Sheet	July 2014
G002	Index of Sheets	July 2014
<u>SURVEY</u>		
V101	Site Plat, General Notes, and Legend	July 2014
V102	Easement Dedication Plat	July 2014
V103	Existing Topographic Survey	July 2014
<u>CIVIL</u>		
C001	City of Fayetteville General Notes 1	July 2014
C002	Maintenance of Traffic/Staging Plan	July 2014
C101	Site Layout and Erosion Control Plan	July 2014
C102	Grading and Drainage Plan 1	July 2014
C103	Grading and Drainage Plan 2	July 2014
C104	Grading and Drainage Plan 3	July 2014
C105	Utility Plan	July 2014
C106	South Retaining Wall Plan and Profile	July 2014
C501	Site Details 1	July 2014
C502	Site Details 2	July 2014
C503	Site Details 3	July 2014
C504	Site Details 4	July 2014
C505	Site Details 5	July 2014
C506	Site Details 6	July 2014
C507	Site Details 7	July 2014
SI-2	AHTD Standard Drawing	2-27-14
<u>LANDSCAPING</u>		
L101	Tree Preservation Plan	July 2014
L102	Landscaping Plan1	July 2014
L103	Landscaping Plan 2	July 2014
L104	Landscaping Plan 3	July 2014
L501	Landscaping Details	July 2014
<u>ARCHITECTURAL</u>		
A000	General Notes	July 21, 2014
A015	Window Schedule	July 21, 2014
A016	Window Schedule	July 21, 2014
A017	Door Schedule, Glazing Schedule	July 21, 2014
A020	Code Analysis Summary	July 2014

A021	Level B2 Life Safety Plan	July 2014
A022	Level B1 Life Safety Plan	July 2014
A023	Level 1 Life Safety Plan	July 2014
A024	Level 2 Life Safety Plan	July 2014
A025	Level 3 Life Safety Plan	July 2014
A026	Existing WAC Review Plan	July 2014
A100	Building Plans	July 2014
A101	Building Plans	July 2014
A102	Building Plans	July 2014
A103	Building Plans	July 2014
A110	NLB Basement Plan	July 2014
A111	NLB Plan	July 2014
A112	Enlarged Liner Building Plans	July 2014
A200	Exterior Elevations	July 2014
A201	Exterior Elevations	July 2014
A210	Building Sections	July 2014
A211	Building Sections	July 2014
A400	Enlarges Stair Plans and Elevations	July 2014
A401	Enlarged Core Stair Plans	July 2014
A402	South and East Liner Buildings Enlarged Plans	July 2014
A500	Wall Sections	July 21, 2014
A501	Wall Sections	July 21, 2014
A502	Wall Sections	July 21, 2014
A503	Wall Sections	July 21, 2014
A504	Wall Sections	July 21, 2014
A505	Wall Sections	July 21, 2014
A506	Wall Sections	July 2014
A507	Wall Sections	July 21, 2014
A700	Details	July 21, 2014
A701	Details	July 21, 2014
A702	Details	July 21, 2014
A703	Details	July 21, 2014
A704	Details	July 21, 2014
A710	Details	July 21, 2014
A711	Details	July 21, 2014
A712	Details	July 21, 2014
A713	Details	July 21, 2014

STRUCTURAL

S001	General Notes	July 2014
S002	General Notes	July 2014
S003	General Notes	July 2014
S101	Foundation Plan - Parking Deck	July 2014
S102	Foundation Plan - North Liner Building	July 2014
S103	Framing Plan & Mezzanine Framing Plan - North Liner Building - L1	July 2014

S104	Framing Plan - North Liner Building - Level 2	July 2014
S105	Framing Plan - North Liner Building - Roof	July 2014
S201	Bracing Elevations, Sections, & Details	July 2014
S301	Foundation Sections I	July 2014
S302	Foundation Sections II	July 2014
S303	Foundation Sections III	July 2014
S304	Foundation Sections IV	July 2014
S305	Foundation Sections V	July 2014
S306	Foundation Sections VI	July 2014
S307	Foundation Sections VII	July 2014
S308	Foundation Sections VIII	July 2014
S309	Framing Sections I	July 2014
S310	Framing Sections II	July 2014
S311	Framing Sections III	July 2014
S312	Framing Sections IV	July 2014
S313	Framing Sections V	July 2014
S401	Enlarged Plans	July 2014
S501	Standard Foundation Details I	July 2014
S502	Standard Foundation Details II	July 2014
S503	Standard Framing Details I	July 2014

MECHANICAL

M101	Parking Deck Level B2 HVAC Plan	July 2014
M102	Parking Deck Level B1 HVAC Plan	July 2014
M103	Parking Deck Level 1 HVAC Plan	July 2014
M104	Parking Deck Level 2 HVAC Plan	July 2014
M105	Parking Deck Level 3 HVAC Plan	July 2014
M501	Details	July 2014
M601	HVAC Schedules	July 2014

ELECTRICAL

E001	Notes, Legend and Abbreviations	July 2014
E101	Level B2 Electrical Plan	July 2014
E102	Level B1 Electrical Plan	July 2014
E103	Level 1 Electrical Plan	July 2014
E104	Level 2 Electrical Plan	July 2014
E105	Level 3 Electrical Plan	July 2014
E501	Electrical One-Line Diagram	July 2014
E502	Electrical Schedules I	July 2014
ES101	Site Electrical Plan	July 2014
ES501	Site Electrical Details	July 2014

PLUMBING

P001	Notes, Legend and Abbreviations	July 2014
P101	Parking Deck Level B2 Piping Plan	July 2014
P102	Parking Deck Level B1 Piping Plan	July 2014
P103	Parking Deck Level 1 Piping Plan	July 2014

P104	Parking Deck Level 2 Piping Plan	July 2014
P105	Parking Deck Level 3 Piping Plan	July 2014
P106	Enlarged Plans	July 2014
P107	Parking Deck Underslab and Foundation Drain Layout	July 2014
P501	Details I	July 2014
P502	Details II	July 2014
P503	Details III	July 2014
P601	Plumbing Schedules	July 2014

PARKING DECK

AP101	Level B1 Plan	July 2014
AP102	Level 1 Plan	July 2014
AP103	Level 2 Plan	July 2014
AP104	Level 3 Plan	July 2014
AP501	Pavement Marking Details	July 2014
AP511	Signage Details	July 2014
AP512	Signage Details	July 2014
AP521	Sign Mounting Details	July 2014
AP601	Sign Schedules & Graphic Components	July 2014
SF000	General Notes	July 2014
SF001	General Notes	July 2014
SF002	Statement of Special Inspections	July 2014
SF101	Level B1 Plan	July 2014
SF102	Level 1 Plan	July 2014
SF103	Level 2 Plan	July 2014
SF104	Level 3 Plan	July 2014
SF301	Building Section	July 2014
SF302	East Elevation	July 2014
SF401	Enlarged Stair No. 2 Plans	July 2014
SF402	Enlarged Stair No. 2 Plans	July 2014
SF411	Enlarged Stair/Elevator No. 1 Plans	July 2014
SF412	Enlarged Stair/Elevator No. 1 Plans	July 2014
SF421	Enlarged Plan Details	July 2014
SF501	Slab on Grade Details	July 2014
SF502	Slab on Grade Details	July 2014
SF511	CIP Column Details	July 2014
SF521	PT Framing Details	July 2014
SF522	PT Framing Details	July 2014
SF523	PT Framing Details	July 2014
SF524	Structural Details	July 2014
SF525	Structural Details	July 2014
SF531	PT Slab Details	July 2014
SF541	Waterproofing Details	July 2014
SF542	Waterproofing Details	July 2014

SF543	Waterproofing Details	July 2014
SF551	Standard & Miscellaneous Details	July 2014
SF561	Enlarged Plan Details	July 2014
SF562	Enlarged Plan Details	July 2014
SF563	Enlarged Plan Details	July 2014
SF564	Enlarged Plan Details	July 2014
SF565	Enlarged Plan Details	July 2014
SF566	Enlarged Plan Details	July 2014
SF567	Structural Details	July 2014
SF568	Structural Details	July 2014
SF611	CIP Column Details	July 2014
SF621	PT Beam & Girder Schedule	July 2014
SF622	PT Beam & Girder Details	July 2014
SF631	RC Beam Schedule & Details	July 2014

BOORA DRAWINGS

<u>No</u>	<u>Title</u>	<u>Date</u>
A000	Cover Sheet	7.31.2014
G101	Code Analysis Plan	July 11, 2014

ARCHITECTURAL

A001	Architectural Abbreviations, Symbols & Notes	July 11, 2014
A002	Interior Wall/Floor Assemblies	July 11, 2014
A003	Wall Assembly Details/Ceiling Assemblies	July 11, 2014
A100	Basement Floor Plan	July 11, 2014
A101	First Floor Plan	July 11, 2014
A102	Second Floor Plan	July 11, 2014
A150	Basement Reflected Ceiling Plan	7.31.2014
A151	First Floor Reflected Ceiling Plan	7.31.2014
A152	Second Floor Reflected Ceiling Plan	7.31.2014
A200	Interior Elevations	July 11, 2014
A301	Building Sections	July 11, 2014
A401	Stair Plan and Sections	July 11, 2014
A402	Railing Elevations and Details	July 11, 2014
A450	Enlarged Toilet Plans	July 11, 2014
A451	Enlarged Toilet Plans	July 11, 2014
A561	Details	July 11, 2014
A591	Millwork	July 11, 2014
A601	Door and Room Finish Schedule	July 11, 2014

FIRE PROTECTION

FP000	Fire Protection Symbols Legend	7.11.2014
FP100	Basement Fire Protection Plan	7.11.2014
FP101	First Floor Fire Protection Plan	7.11.2014
FP102	Second Floor Fire Protection Plan	7.11.2014

FP301 Fire Protection Details 7.11.2014

PLUMBING

P000 Plumbing Symbols Legend 7.11.2014
P101 Basement Waste & Vent Plan 7.31.2014
P102 First Floor Waste & Vent Plan 7.11.2014
P103 Second Floor Waste & Vent Plan 7.11.2014
P111 Basement Water & Gas Plan 7.31.2014
P112 First Floor Water & Gas Plan 7.11.2014
P113 Second Floor Water & Gas Plan 7.11.2014
P301 Plumbing Riser Diagrams 7.31.2014
P401 Plumbing Schedules 7.31.2014
P501 Plumbing Details 7.11.2014

MECHANICAL

M000 Mechanical Symbols Legend 7.11.2014
M100 Basement Ductwork Plan 7.31.2014
M101 First Floor Ductwork Plan 7.11.2014
M102 Second Floor Ductwork Plan 7.11.2014
MP103 Roof Mechanical Plumbing Plan 7.11.2014
M110 Basement Piping Plan 7.31.2014
M401 Mechanical Schedules 7.11.2014
M402 Mechanical Schedules 7.31.2014
M501 Mechanical Details 7.11.2014
M502 Mechanical Details 7.31.2014
M601 Mechanical Controls 7.11.2014
M602 Mechanical Controls 7.11.2014

ELECTRICAL

E000 Electrical Symbols Legend 7.11.2014
E100 Basement Power Plan 7.31.2014
E101 First Floor Power Plan 7.11.2014
E102 Second Floor Power Plan 7.11.2014
E103 Roof Power Plan 7.11.2014
E111 Basement Lighting Plan 7.31.2014
E112 First Floor Lighting Plan 7.31.2014
E113 Second Floor Lighting Plan 7.31.2014
E121 Basement Special Systems Plan 7.31.2014
E122 First Floor Special Systems Plan 7.11.2014
E123 Second Floor Special Systems Plan 7.11.2014
E201 Electrical One-Line Diagrams 7.11.2014
E301 Electrical Schedules 7.11.2014
E302 Electrical Schedules 7.11.2014

Attachment "H"
Bid Package No. 2 - Spring Street Parking Deck**ADDENDA****ADDENDUM No. 1****GARVER**
Issued July 22, 2014

Specifications		
<u>Section Number</u>	<u>Title</u>	<u>Pages</u>
00 01 00	Table of Contents	1-4
03 10 00	Concrete Formwork - Parking Deck Superstructure	1-6
03 20 00	Concrete Reinforcement - Parking Deck Superstructure	1-5
03 30 00	Cast in Place Concrete - Parking Deck Superstructure	1-22
07 21 00	Thermal Insulation	1-5
07 27 26	Fluid-Applied Membrane Air Barriers	1-11
07 41 13	Metal Roof Panels	1-13
07 81 00	Applied Fireproofing	1-5
08 41 13	Aluminum-Frames Entrances and Storefronts	1-10
08 44 23	Fire-Rated Glazed Steel Curtain Wall	1-6
08 51 13	Aluminum Windows	1-8
08 80 00	Glazing	1-8
08 91 10	Glazed Aluminum Curtain Walls	1-9
09 91 23	Interior Paint	1-7
10 44 00	Fire Protection Specialties	1-4
33 41 19	Pipe Laying	1-1

Drawings		
<u>No</u>	<u>Title</u>	<u>Date</u>
G002	Index Sheet	7/21/2014
C105	Utility Plan	7/21/2014
V102	Easement Dedication Plat	7/21/2014
A000	General Notes	7/21/2014
A015	Window Schedule	7/21/2014
A016	Window Schedule	7/21/2014
A017	Door Schedule, Glazing Schedule	7/21/2014
A500	Wall Sections	7/21/2014
A501	Wall Sections	7/21/2014
A502	Wall Sections	7/21/2014
A503	Wall Sections	7/21/2014
A504	Wall Sections	7/21/2014
A505	Wall Sections	7/21/2014
A506	Wall Sections	7/21/2014
A507	Wall Sections	7/21/2014
A700	Details	7/21/2014
A701	Details	7/21/2014
A702	Details	7/21/2014
A703	Details	7/21/2014

A704	Details	7/21/2014
A710	Details	7/21/2014
A711	Details	7/21/2014
A712	Details	7/21/2014
A713	Details	7/21/2014
S103	Structural Framing Plan & Mezzanine Framing Plan-North Liner Building	7/21/2014
S309	Framing Sections I	7/21/2014
S310	Framing Sections II	7/21/2014
S313	Framing Sections V	7/21/2014

ADDENDUM No. 2**CITY OF FAYETTEVILLE
SPRING STREET PARKING DECK
NORTH LINER BUILDING T.I.
Issued July 31, 2014**

Drawings		
No	Title	Date
A100	Basement Floor Plan	7/31/2014
A150	Basement Reflected Ceiling Plan	7/31/2014
A151	First Floor Reflected Ceiling Plan	7/31/2014
A152	Second Floor Reflected Ceiling Plan	7/31/2014
M100	First Floor Ductwork Plan	7/31/2014
M110	Basement Piping Plan	7/31/2014
M402	Mechanical Schedules	7/31/2014
M502	Mechanical Details	7/31/2014
E100	Basement Lighting Plan	7/31/2014
E111	Basement Lighting Plan	7/31/2014
E112	First Floor Lighting Plan	7/31/2014
E113	Second Floor Lighting Plan	7/31/2014
E121	Basement Lighting Plan	7/31/2014
P101	Basement Waste and Vent Plan	7/31/2014
P111	Basement Water and Gas Plan	7/31/2014
P301	Plumbing Riser Diagrams	7/31/2014
P401	Plumbing Schedules	7/31/2014

ADDENDUM No. 3**GARVER
Issued August 8, 2014**

Drawings		
No	Title	Date
G002	Index of Sheet	8/08/2014
C101	Site Layout and Erosion Control	8/08/2014
C102	Grading and Drainage Plan 1	8/08/2014
C103	Grading and Drainage Plan 2	8/08/2014
C104	Grading and Drainage Plan 3	8/08/2014
C105	Utility Plan	8/08/2014
C106	South Retaining Wall Plan and Profile	8/08/2014

L101	Tree Preservation Plan	8/08/2014
L102	Landscaping Plan 1	8/08/2014
L103	Landscaping Plan 2	8/08/2014
L104	Landscaping Plan 3	8/08/2014
L501	Landscaping Details	8/08/2014

ADDENDUM No. 4**CITY OF FAYETTEVILLE
SPRING STREET PARKING DECK
NORTH LINER BUILDING T.I.
Issued August 13, 2014**

<u>No</u>	<u>Drawings</u> <u>Title</u>	<u>Date</u>
A601	Door and Room Finish Schedule	8/13/2014

ADDENDUM No. 5**GARVER
Issued August 8, 2014**

<u>No</u>	<u>Drawings</u> <u>Title</u>	<u>Date</u>
G002	Index Sheet	8/19/2014
A015	Window Schedule	8/19/2014
A018	Window Schedule	8/19/2014
A502	Wall Sections	8/19/2014
A703	Details	8/19/2014
A704	Details	8/19/2014
A710	Details	8/19/2014
A711	Details	8/19/2014
SF000	General Notes	8/19/2014

ADDENDUM No. 6**CITY OF FAYETTEVILLE
SPRING STREET PARKING DECK
NORTH LINER BUILDING T.I.
Issued August 19, 2014**

<u>No</u>	<u>Drawings</u> <u>Title</u>	<u>Date</u>
A401	Stair Plan and Sections	8/19/2014
A402	Railing Elevations and Details	8/19/2014

ADDENDUM No. 7**GARVER
Issued August 20, 2014**

<u>Section Number</u>	<u>Specifications</u> <u>Title</u>	<u>Pages</u>
10 14 00	Signage - Parking Garage	1-7



C. 5
Baldwin & Shell Construction Company Amendment No. 2
Attachment "H", of 40, of 74
Proposal Letter Dated September 19, 2014
Bid Package No. 2

Drawings		
<u>No</u>	<u>Title</u>	<u>Date</u>
G002	Index of Sheets	8/20/2014
AP101	Level B1 Plan	8/20/2014
AP102	Level 1 Plan	8/20/2014
AP511	Signage Details	8/20/2014
AP601	Sign Schedules & Graphic Components	8/20/2014

*Handed out at the October 7, 2014 City
Council meeting*

CityClerk

From: David Williams <d3williams@sbcglobal.net>
Sent: Tuesday, October 07, 2014 11:08 AM
To: CityClerk
Subject: Support for increased police patrols and staffing

Categories: Completed, Printed, Responded, Forwarded

This is in support of the Council's consideration of adding additional beats for police patrolling. From our point of view, our ratio of police to population is low for a city of this size, so the long-term solution to increased public safety is an adequately staffed and training police force. In the short run, while considering ways to budget and pay for, it would be helpful to have some increased patrolling to deal with neighborhood crimes, especially in the university heights area near U of A.

Thank you for this consideration.

David and Pattie Williams
547 North Gray Avenue.
479-443-2096.

CityClerk

From: Richard G. Rea <rrea@uark.edu>
Sent: Tuesday, October 07, 2014 11:27 AM
To: CityClerk
Subject: More Police

Categories: Printed, Completed, Responded, Forwarded

This is to add my voice to the fact that we need added police. Please attempt to do so.

Richard Rea
1705 Hotz Drive

CityClerk

From: deborah ahring <daahring@sbcglobal.net>
Sent: Tuesday, October 07, 2014 11:43 AM
To: CityClerk
Subject: Need for additional police patrol in University Heights: Please forward to Mayor and City Council

Categories: Completed, Printed, Responded, Forwarded

We live in University Heights where the number of thefts, break ins, and over-occupied homes with late night noise has escalated and become a real problem.

I realize our police force is already stretched thin and think that you should consider the addition of more police officers, especial with how our population is growing, to address this issue.

Thanks for your time,

Deborah Ahring and Kris Katrosh
49 N. Garvin Dr.
Fayetteville, AR 72701

CityClerk

From: Elaine Wade <ew.buddhabudi@gmail.com>
Sent: Tuesday, October 07, 2014 11:44 AM
To: CityClerk
Subject: Please forward to Mayor and Aldermen

Categories: Printed, Completed, Responded, Forwarded

Mayor Lioneld Jordan and Aldermen of City of Fayetteville,

I understand that the City Council will consider a resolution requesting that the administration add an extra police beat to the patrols in Fayetteville. I support this move. In University Heights, where I live, this year has seen a noticeable increase in theft, break-ins to houses and cars, and in the number of incidents of disturbance from over-occupied houses in our residential neighborhoods. The increased student population and the increasing number of festivals, home games, and other crowd-inducing activities also brings an increase in some kinds of criminal activity.

We need to work harder to bring the Fayetteville police force up to its full complement of personnel, but in the meantime, an additional police patrol might help address some of these issues.

Thanks to you both for your conscientious service to the city.

Elaine and Lynn Wade

100 North Sang Ave.

Fayetteville, AR

CityClerk

From: Tom Overbey <t1tlott@gmail.com>
Sent: Tuesday, October 07, 2014 11:53 AM
To: CityClerk
Subject: TO: City Council

I understand that you will consider a resolution requesting that the administration add an extra police beat to the patrols in Fayetteville. I generally support this move. Our neighborhood this year has seen a noticeable increase in theft, break-ins to houses and cars, and in the number of incidents of disturbance from over-occupied houses in our neighborhood. The increased student population and the increasing number of major events, and other crowd-inducing activities also brings an increase in some kinds of criminal activity. Thanks.

Tom Overbey
1855 West Pratt Drive
Fayetteville, Arkansas 72701-4874

Phone: 479-442-3554
Email: T1TLOTT@gmail.com

CityClerk

From: Margaret Ann Holcomb <sunflowerwiks@gmail.com>
Sent: Tuesday, October 07, 2014 12:42 PM
To: CityClerk
Subject: Support for Police Beat Addition Resolution--please forward to Mayor and City Council Aldermen

Categories: Completed, Responded, Forwarded

Mayor and City Aldermen:

I support the passage of the resolution that is scheduled to come before the council, to add a police beat to the patrols in Fayetteville. My University Heights neighborhood and Ward 4 as a whole has experienced a marked increase in thefts, break-ins, incidences of disturbance, and over-occupancy. Expanding neighborhoods and business districts are stretching our police force thin to respond to similar challenges on all sides of the city. The relatively small size of the current force means officers are less able to provide a regular presence to a given area, to serve as deterrent to crime and support for the the general public.

Though Fayetteville residents do a remarkable job in working together to create safe neighborhoods, public safety officers are a critical part of the equation. Our police force is to be commended for the excellent support they give throughout our city. However, given that Fayetteville is understaffed according to industry standards for police coverage, as well as the documented growing need for service, I urge council members to vote in favor of this resolution.

Thank you for your consideration.

Margaret Ann Holcomb
548 Gray Ave
Fayetteville, AR 72701

CityClerk

From: Ethel C. Simpson <esimpson@uark.edu>
Sent: Tuesday, October 07, 2014 9:54 AM
To: CityClerk
Subject: FW: Police protection in Fayetteville

Categories: Completed, Responded, Forwarded

If you will forward this post to all the members of the Council, and to the Mayor, I will appreciate it very much. Thank you.

Ethel Simpson

I understand that the City Council will consider a resolution requesting that the administration add an extra police beat to the patrols in Fayetteville. I support this move. In University Heights, where I live, this year has seen a noticeable increase in theft, break-ins to houses and cars, and in the number of incidents of disturbance from over-occupied houses in our residential neighborhoods. The increased student population and the increasing number of festivals, home games, and other crowd-inducing activities also brings an increase in some kinds of criminal activity in other parts of the city as well.

We need to work harder to bring the Fayetteville police force up to its full complement of personnel, but in the meantime, an additional police patrol might help address some of these issues.

Ethel C. Simpson

**409 N. Oliver Avenue
Fayetteville, AR 72701
(479) 442-2925**

From: Janet Grace Tucker <jtucker@uark.edu>
Sent: Tuesday, October 07, 2014 1:48 PM
To: CityClerk
Subject: additional patrols in University Heights

Categories: Printed, Responded, Forwarded

To Whom It May Concern:

My husband William Tucker and I (Janet Tucker), living at 108 N. Hartman, strongly support additional police patrols in a neighborhood plagued by break ins. Thanks for your assistance.

Janet Tucker

CityClerk

From: cbduty@aol.com
Sent: Tuesday, October 07, 2014 1:49 PM
To: CityClerk
Subject: Police protection

I fully concur with everything said by Ethel Simpson in her Email to the City in re adding police personnel. This is a growing concern for those of us in the University neighborhood and I hear it is the same throughout the City!

Carolyn Banks

CityClerk

From: Donna Daniels <dedx01@gmail.com>
Sent: Tuesday, October 07, 2014 4:11 PM
To: CityClerk
Cc: Sang Valley; gailwillits@yahoo.com
Subject: Need for additional Police Patrols- Please distribute to the City Council

We are writing in support of resolution by Alderwoman Adams and Alderman Long to create an additional police patrol in west Fayetteville. We have lived in Ward 4 for over 25 years and have watched the explosive growth throughout the Ward. We have seen a growth in crime and speeding and a lack of available patrols to deal with these issues. Some of the examples are car break ins; vehicles stolen from the driveway of homes; drunks driving erratically and almost driving through homes; homemade bombs through from vehicles; noise from parties; out of control parties; and personal property damage. It is even worse on the west side of I49, where they have had gang shootings, break ins that are slow to be investigated, personal property damage and DWI's that have been inappropriately handled. There continues to be new growth in Ward 4 and with the extension of Ruppel to Hwy 62 the problems will continue to multiply.

Thank you

--

Donna Daniels
Kathy Short
Gail Willits

Emailed to Aldermen on 10/8/14.

CityClerk

From: Janet Freeman <js.freeman@sbcglobal.net>
Sent: Wednesday, October 08, 2014 9:50 AM
To: CityClerk
Subject: Police Protection in Fayetteville

Categories: Forwarded

My name is Suzi Freeman, and I am a resident of Ward 4, University Heights neighborhood. Please forward my support of the post of Ethel Simpson to the City Council and the Mayor. Thank you.

Suzi Freeman
924 Sunset Dr
Fayetteville AR 72701

TRAVIS
VERSION
(NOT APPROVED)

Handed out at the City Council meeting
10-7-14 but not voted on

RESOLUTION NO. _____

~~A RESOLUTION TO SET THE DATE FOR THE SPECIAL ELECTION FOR THE REFERENDUM ELECTION ON ORDINANCE NO. 5703 WHICH ENACTED CHAPTER 119 OF THE FAYETTEVILLE CODE TO CREATE A PROCESS FOR THE PROTECTION OF CIVIL RIGHTS IN THE CITY OF FAYETTEVILLE AND REQUESTING THE WASHINGTON COUNTY BOARD OF ELECTION COMMISSIONERS TO PLACE THIS REFERENDUM ON THE BALLOT AND TO APPROVE A BUDGET ADJUSTMENT TO PAY FOR THE SPECIAL ELECTION~~

WHEREAS, Fayetteville City Clerk Sondra Smith has diligently verified and counted the number of Fayetteville Registered Voters who signed referendum petitions calling for a special referendum election on Ordinance No. 5703; and

WHEREAS, Fayetteville City Clerk Sondra Smith certified on September 26, 2014, that the referendum petition was sufficient pursuant to Amendment 7 and state law.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby orders that in accord with the certified sufficient referendum petition, a special election called for in such referendum petition shall be held on December 9, 2014, to determine by vote of the qualified electors of the City of Fayetteville, Arkansas, whether Ordinance No. 5703 shall be repealed or approved. If litigation delays the printing of ballots or otherwise necessitates any delay, the Washington County Election Commission may move the special election date to January 13, 2015.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby requests that the Washington County Board of Election Commissioners, pursuant to the request of the petitioners place as the ballot title "Repeal, in its Entirety, Ordinance No. 5703 which enacted Chapter 119 of the Fayetteville, Arkansas City Code" and Ordinance No. 5703 including its Exhibit A upon the ballot followed by these words:

FOR REPEAL OF ORDINANCE NO. 5703

AGAINST REPEAL OF ORDINANCE NO. 5703

Attached as Exhibit "1" is the proposed ballot language for the referendum election.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby establishes the effective date that Ordinance 5703, if approved by voters in the special election will be 40 days after such election.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Budget Adjustment to pay for the costs of this Special Election.

PASSED and APPROVED this 7th day of October, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Exhibit 1

(Proposed Ballot Language For Referendum Election For Fayetteville City Ordinance No. 5703)

REPEAL IN ITS ENTIRETY, ORDINANCE NO. 5703 WHICH ENACTED
CHAPTER 119 OF THE FAYETTEVILLE, ARKANSAS CITY CODE

ORDINANCE NO. 5703

AN ORDINANCE TO AMEND THE FAYETTEVILLE CODE BY ENACTING
CHAPTER 119 **CIVIL RIGHTS ADMINISTRATION** TO PROTECT THE
CIVIL RIGHTS OF FAYETTEVILLE CITIZENS AND VISITORS AND TO
CREATE THE POSITION OF CIVIL RIGHTS ADMINISTRATOR FOR THE
CITY OF FAYETTEVILLE

WHEREAS, the City of Fayetteville seeks to protect and safeguard the right and opportunity of all persons to be free from unfair discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status; and

WHEREAS, the City of Fayetteville seeks to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

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 enacts Chapter 119 **Civil Rights Administration** as shown on Exhibit "A" attached hereto.

Exhibit A

CHAPTER 119: CIVIL RIGHTS ADMINISTRATION

119.01 Purpose

The purpose of this chapter is to protect and safeguard the right and opportunity of all persons to be free from discrimination based on real or perceived race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability and veteran status. This chapter's purpose is also to promote the public health and welfare of all persons who live or work in the City of Fayetteville and to ensure that all persons within the City have equal access to employment, housing, and public accommodations.

119.02 Definitions

(A) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the

residents of the city could qualify.

- (B) "Civil Rights Administrator" means the person designated by the Mayor to receive, investigate and conciliate complaints brought under this chapter.
- (C) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such an impairment, or being perceived or regarded as having such impairment. For purposes of this chapter, discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.
- (D) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that has the effect of subjecting any person to differential treatment as a result of that person's real or perceived race, ethnicity, national origin, age (if 18 years of age or older), gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status.
- (E) "Employee" means any individual employed by a covered employer.
- (F) "Employer" means any person, business or organization which regularly employs five (5) or more individuals, not including the employer's parents, spouse or children. For purposes of this chapter an employer "regularly" employs five (5) individuals when the employer employs five (5) or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an "employer" is also any person or entity acting on behalf of an employer, directly or indirectly, or any employment agency.
- (G) "Familial status" means an individual's status as parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that individual.
- (H) "Gender" means actual or perceived sex.
- (I) "Gender Identity" means a person's gender-related identity, whether or not that identity is or is perceived to be different from that traditionally associated with the sex assigned to that individual at birth.
- (J) "Gender Expression" means a person's gender-related appearance and behavior whether or not that gender expression is or is perceived to be different from that traditionally associated with the person's assigned sex at birth.
- (K) "Marital status" means an individual's status as single, married, domestically partnered, divorced or widowed.
- (L) "Place of public accommodation" means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offer goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.
- (M) "Sexual orientation" means actual or perceived heterosexuality, homosexuality or bisexuality.
- (N) "Veteran status" means an individual's status as one who served in the active military, naval or air service, and who was discharged or released under conditions other than dishonorable.

119.03 Prohibited Acts of Discrimination - Employment

With regard to employment, it shall be unlawful for any employer or labor organization to engage in any of the following acts wholly or partially for a discriminatory reason:

- (A) To fail to hire, refuse to hire or discharge an individual;
- (B) To discriminate against any individual with respect to compensation, terms, conditions or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (C) To limit, segregate or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee;
- (D) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;
- (E) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including on-the-job training programs;
- (F) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;
- (G) To discriminate in referring an individual for employment whether the referral is by an employment agency, labor organization or any other person.

119.04 Prohibited Acts of Discrimination - Housing and Real Estate Transactions

With regard to housing and real estate transactions, which include both sales and leases, it shall be unlawful to engage in any of the following acts wholly or partially for a discriminatory reason:

- (A) To discriminate by impeding, delaying, discouraging or otherwise limiting or restricting any transaction in real estate;
- (B) To discriminate by imposing different terms on a real estate transaction;
- (C) To represent falsely that an interest in real estate is not available for transaction;
- (D) To include in the terms or conditions of a real estate transaction any discriminatory clause, condition or restriction;
- (E) To discriminate in performing, or refusing to perform, any act necessary to determine an individual's financial ability to engage in a real estate transaction;
- (F) For a property manager to discriminate by refusing to provide equal treatment of, or services to, occupants of any real estate which he or she manages;
- (G) To make, print or publish, or cause to be made, printed or published, any discriminatory notice, statement or advertisement with respect to a real estate transaction or proposed real estate transaction, or financing relating thereto. This subsection shall not be construed to prohibit advertising directed to physically disabled persons or persons over the age of fifty- five (55) for the purpose of calling to their attention the existence or absence of housing accommodations or services for the physically disabled

or elderly;

- (H) To discriminate in any financial transaction involving real estate on account of the location of the real estate, be it residential or non-residential ("red-lining");
- (I) For a real estate operator, a real estate broker, a real estate salesperson, a financial institution, an employee of any of these or any other person, for the purposes of inducing a real estate transaction from which such person may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to the race, ethnicity, national origin, age, gender, gender identity, gender expression, familial status, marital status, socioeconomic background, religion, sexual orientation, disability or veteran status of the owners or occupants in the block, neighborhood or area in which the real property is located or to represent that this change will or may result in the lowering of property values, an increase in criminal or antisocial behavior or a decline in the quality of schools in the block, neighborhood or area in which the real property is located ("block-busting");
- (J) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner to limit occupancy on the basis of a person's low-income, age over fifty-five (55) years or disability status in accordance with federal or state law;
- (K) Notwithstanding the provisions of subsections (A) through (I), it shall not be an unlawful discriminatory practice for an owner, lessor or renter to refuse to rent, lease or sublease a portion of a single family dwelling unit to a person as a tenant, roomer or boarder where it is anticipated that the owner, lessor or renter will be occupying any portion of the single-family dwelling or to refuse to rent, lease or sublease where it is anticipated that the owner, lessor or renter will be sharing either a kitchen or a bathroom with the tenant, roomer or boarder.
- (L) Notwithstanding any other provision of this chapter, it is not an unlawful discriminatory practice to apply or enforce the definition of "family" for zoning purposes pursuant to § 151.01 of the Unified Development Code.

119.05 Prohibited Acts of Discrimination - Business Establishments or Public Accommodations

It shall be unlawful for a business establishment or place of public accommodation for a discriminatory reason to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment or place of public accommodation, unless required by state or federal law.

119.06 City Services, Facilities, Transactions and Contracts

- (A) The City of Fayetteville and all of its employees are bound by the provisions of this chapter to the same extent as private individuals and businesses.
- (B) All contractors doing business with the City of Fayetteville shall abide by this ordinance.

119.07 General Exceptions

- (A) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.
- (B) This chapter shall not apply to any federal, state or county government office or official, or any public educational institution within the City.
- (C) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to

encourage participation by a protected group.

- (D) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.
- (E) It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan as required by state or federal law, or by court order.
- (F) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification or a permissible bona fide physical requirement, that party shall have the burden of proving:
 - (1) That the discrimination is in fact a necessary result of such a bona fide condition; and
 - (2) That there exists no less discriminatory means of satisfying the bona fide requirement.
- (G) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.
- (H) Any age restrictions required by state or federal law or regulations, including for the sale or delivery of alcoholic beverages, are not improper age discrimination under this chapter.
- (I) Nothing in this Chapter shall be construed to require any religious or denominational institution or association to open its tax exempt property or place of worship to any individual or group for any ceremony or meeting, except for any activity or service that is supported in whole or part by public funds.
- (J) Designating a facility as a gender-segregated space shall not be a violation of this chapter. Nothing in this chapter shall be construed as allowing any person to enter any gender-segregated space for any unlawful purpose.

119.08 Posting of Notices

Every employer or entity subject to this chapter shall post and keep posted in a conspicuous location where business or activity is customarily conducted or negotiated, a notice, the language and form of which has been prepared by the City of Fayetteville, setting forth excerpts from or summaries of the pertinent provisions of this chapter and information pertinent to the enforcement of rights hereunder. The notice shall be in both English and Spanish. If over ten percent of an employer's employees speak, as their native language, a language other than English or Spanish, notices at that employer's place of business shall be posted in that language. At the request of the employer or entity, notices required by this section shall be provided by the City. Notices shall be posted within ten days after receipt from the City.

119.09 Retaliation Prohibited

- (A) It is an unlawful discriminatory practice to coerce, threaten, retaliate against, interfere with or discriminate against a person because that person has opposed any practice made unlawful by this chapter, has made a non-frivolous charge or complaint, or has testified truthfully, assisted or participated in an investigation, proceeding or hearing pursuant to this chapter.
- (B) It is an unlawful discriminatory practice to require, request or suggest that a person or entity retaliate against, interfere with, intimidate or discriminate against a person because that person has opposed

any practice made unlawful by this chapter, has made a non-frivolous charge or has testified truthfully, assisted or participated in an investigation, proceeding or hearing authorized under this chapter.

- ~~(C) It is an unlawful discriminatory practice to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this chapter.~~

119.10 Preservation of Business Records

Where a complaint of discrimination has been filed against a person under this ordinance, such person shall preserve all records relevant to the complaint until a final disposition of the complaint.

119.11 Administration and Enforcement

- (A) The Mayor shall designate the Civil Rights Administrator, who shall administer this chapter and be responsible for receiving, investigating and conciliating complaints filed under this chapter. To be considered and administered by the Civil Rights Administrator, complaints must be received in the Civil Rights Administrator's office no more than six months after the alleged discriminatory action or, in the case of ongoing alleged discriminatory actions, no more than six months after the most recent incident of alleged discrimination. The Civil Rights Administrator shall prepare an easy to use complaint form and make the form easily accessible to the public.
- (B) The Civil Rights Administrator should first attempt to eliminate the unlawful practice or practices through conciliation or mediation. In conciliating a complaint, the administrator should try to achieve a just resolution and obtain assurances that the respondent will satisfactorily remedy any violation of the complainant's rights and take action to ensure the elimination of both present and future unlawful practices in compliance with this chapter. If the Civil Rights Administrator determines that the complainant is not acting in good faith, the conciliation or mediation may be terminated and the complaint may be immediately dismissed. If the respondent is not participating in good faith, the complaint may be immediately referred to the City Prosecutor's office.
- (C) After any attempted conciliation or mediation, the Civil Rights Administrator will refer any unresolved complaint and complainant as needed to the City Prosecutor's Office for appropriate further action, including prosecution.
- (D) The filing of a complaint under this chapter does not preclude any other state or federal remedies that may be available to a complainant.

FOR REPEAL OF ORDINANCE NO. 5703

☐

AGAINST REPEAL OF ORDINANCE NO. 5703

☐

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

Tentative Agenda City of Fayetteville Arkansas City Council Meeting October 07, 2014

A meeting of the Fayetteville City Council will be held on October 07, 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:

1. Bi Monthly Report on Public Transportation

Agenda Additions:

A. Consent:

1. Approval of the August 19-20, 2014 and September 02, 2014 City Council meeting minutes.

2. **Paige Mulhollan Waterfowl Blind:** A resolution to honor Paige Mulhollan by naming the waterfowl blind to be constructed at Lake Fayetteville Park the Paige Mulhollan Waterfowl Blind.
3. **Bid #14-31 Cummins Mid-South:** A resolution to award Bid #14-31 and authorize a generator preventative maintenance contract with Cummins Mid-South in the amount of \$15,040 per year plus non-scheduled service calls at the rate of \$115.20 per hour.
4. **2014-2015 Selective Traffic Enforcement Program (STEP) grant:** A resolution to authorize acceptance of a 2014-2015 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$116,900.00, and to approve a budget adjustment.
5. **Arkansas State Police Special State Asset Forfeiture Grant:** A resolution to authorize acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$36,069.00 for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles, and to approve a budget adjustment.
6. **Bid #14-52 Teeco Safety, Inc.:** A resolution to award Bid #14-52 to Teeco Safety, Inc., to authorize the immediate purchase of twelve (12) replacement tactical body armor vests for emergency response team officers in the amount of \$23,580.00 plus applicable taxes, and to authorize the purchase of body armor vests as needed through 2019 for use by the Police Department.
7. **Bid #14-53 Cameron Bridge Works, LLC:** A resolution to award Bid #14-53 and authorize the purchase of a prefabricated steel bridge from Cameron Bridge Works, LLC of Elmira, New York in the amount of \$53,991.00 plus applicable taxes for installation over Town Branch Creek as part of the Frisco Trail extension.
8. **McClelland Consulting Engineers, Inc.:** A resolution to approve a professional engineering services agreement with McClelland Consulting Engineers, Inc. for engineering design and bidding services for the Ramsey and Overcrest Sanitary Sewer Rehabilitation Project in an amount not to exceed \$228,644.00, and to approve a budget adjustment.

B. Unfinished Business: None

C. New Business:

1. **BlueInGreen, LLC:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of an ozone disinfection system from BlueInGreen, LLC of Fayetteville, Arkansas in the amount of \$1,780,825.00 plus any applicable taxes for the Noland Wastewater Treatment Plant.
2. **Tree Preservation Area Modification for the Frisco and Town Branch Trails:** A resolution to approve a request by the City of Fayetteville to modify the geographic extent and location of certain Tree Preservation Areas pursuant to § 167.04(1)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct sections of the Frisco and Town Branch Trails.

3. **Grubbs, Hoskyn, Barton & Wyatt, Inc.:** A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing and construction observation services on the Spring Street Parking Deck Project in an amount not to exceed \$120,000.00.
4. **Garver, LLC Amendment No. 3:** A resolution to approve Amendment No. 3 to the contract with Garver, LLC for construction administration services on the Spring Street Parking Deck Project in an amount not to exceed \$168,600.00.
5. **Walton Arts Center Cost-Share Agreement:** A resolution to approve the Cost-Share Agreement with the Walton Arts Center regarding construction costs for the Walton Arts Center Administrative Headquarters Building.
6. **Baldwin & Shell Construction Company Amendment No. 2:** A resolution to authorize Amendment No. 2 to the contract with Baldwin & Shell Construction Company for construction phase services for the Spring Street Parking Deck project, and to approve a budget adjustment.

D. City Council Agenda Session Presentations:

1. Building Energy Efficiency Update – Peter Nierengarten and Paul Becker

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual 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 (479) 575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.



City of Fayetteville, Arkansas

Approval of the Minutes
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316

Text File

File Number: 2014-0311

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 1

Approval the the September 19, 2014 City Council Meeting Minutes



City of Fayetteville, Arkansas

A. 2
Paige Mulhollan Waterfowl Blind
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 18

Text File

File Number: 2014-0401

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 2

A RESOLUTION TO HONOR PAIGE MULHOLLAN BY NAMING THE WATERFOWL BLIND
TO BE CONSTRUCTED AT LAKE FAYETTEVILLE PARK THE PAIGE MULHOLLAN
WATERFOWL BLIND

WHEREAS, § 97.088(B)(2)(d) of the Fayetteville Code of Ordinances authorizes the City Council to approve the naming of a park facility in honor of a person who has made a significant contribution to the City in terms of financial donations, volunteerism or dedicated public service upon the recommendation of the Parks and Recreation Advisory Board, and

WHEREAS, the Parks and Recreation Advisory Board recommended the naming of the waterfowl blind to be constructed at the Lake Fayetteville Park in honor of Paige Mulholland at its regular meeting on September 8, 2014; and

WHEREAS, the City Council recognizes the significant contributions Paige Mulhollan has made to the City of Fayetteville through her years public service on the Board of Directors of the Botanical Garden of the Ozarks and as a member of the Northwest Arkansas Audubon Society.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the naming of the waterfowl blind to be constructed at Lake Fayetteville Park in honor of Paige Mulhollan as the "Paige Mulhollan Waterfowl Blind."

City of Fayetteville Staff Review Form

2014-0401

Legistar File ID

10/7/2014

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

Alison Jumper

9/19/2014

Parks & Recreation /
Parks & Recreation Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Approval to name the Paige Mulhollan Waterfowl Blind at Lake Fayetteville Park

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

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

FROM: Alison Jumper, Park Planning Superintendent

DATE: September 19, 2014

SUBJECT: Waterfowl Blind Naming Request – Lake Fayetteville

RECOMMENDATION:

Approval to name the Paige Mulhollan Waterfowl Blind at Lake Fayetteville Park.

BACKGROUND:

Lake Fayetteville Park, consisting of 590 acres, is a community park serving the entire city as well as the adjacent neighborhoods and communities. The park is situated in the northeast quadrant of town east of College Avenue (U.S. Highway 71B), west of Crossover Road (Arkansas Highway 265) and north of Zion Road.

Lake Fayetteville Park is the most popular recreational area in the Fayetteville/Springdale area attracting many hundreds of people daily who participate in a great range of outdoor activities. It is also an important educational area involving both the Fayetteville and Springdale school districts through the activities of the Environmental Study Center. A facility that allows the general public to closely observe birdlife is lacking in the northwest Arkansas region. Construction of a water fowl blind on the shoreline of Lake Fayetteville will address this need and be an asset to the city's parks system.

DISCUSSION:

As a result of rapid population growth in Fayetteville and Springdale, recreational use at Lake Fayetteville has soared. The Botanical Garden of the Ozarks (BGO) and the Northwest Arkansas Audubon Society (NWAAS) feel as though an attractive but highly-functional viewing blind would be a productive outreach and educational tool with the least impact on waterfowl and other wildlife. Location of the blind on the lake's southeastern shore will make it highly function during peak waterfowl use times (late fall-winter-early spring) and easy to access from the area adjacent BGO.

Two birders who have visited many blinds, Dr. David Chapman and Dr. Douglas James, were consulted. An architect (Michael Cockram of Bowerbird Designs) was also consulted and conducted additional research on blinds. The design combines aesthetic beauty and highly durable materials. The blind will blend into the shoreline. Much of the lake's highly productive back areas will be visible without disturbing the birds and other wildlife.

The blind will be constructed and maintained by the NWAAS. The blind will be free and open to the public. The BGO plans to make regular use of it as part of its education programs. The blind will be an attraction for birders of all ages and skills, photographers, and those who would like a view of the lake's natural elements.

Paige Mulhollan, a Fort Smith native and former professor at the University of Arkansas, was an early Director of the BGO and later president of the BGO board of directors. An avid birder, upon retirement he and wife Mary Bess became active in Audubon at Hilton Head Island in South Carolina working as nature guides. They became active in the NWAAS when they returned to Arkansas in 2002. He and Mary Bess also had a strong interest in butterflies. Paige was President of the Carolina Butterfly Society. The Mulhollans sponsored the Native Species Garden and the Butterfly House at the BGO. Mary Bess continues these interests since Paige's passing in 2013 and plays a major role in maintaining the BGO Butterfly House.

The Park Facility Naming Policy requires City Council approval to name park facilities. The Parks and Recreation Advisory Board unanimously recommended approving the name Paige Mulhollan Waterfowl Blind for the blind being constructed at the September 8, 2014 Parks and Recreation Advisory Board (PRAB) meeting.

BUDGET/STAFF IMPACT:

None

Attachments:

Paige Mulhollan Naming Request
NWAAS Proposal for Waterfowl Blind
NWAAS Maintenance Agreement
Paige Mulhollan Waterfowl Blind Site Plan
PRAB September 8, 2014 Meeting Minutes

PAIGE MULHOLLAN WATERFOWL BLIND

NORTHWEST ARKANSAS AUDUBON SOCIETY (NWAAS) is lead conservation organization in building and managing the PAIGE MULHOLLAN WATERFOWL BLIND that will be constructed at Lake Fayetteville in fall 2014. We are hoping Auduboners and friends who are able will financially help with this project.

WHY THE BLIND? As a result of rapid population growth in Fayetteville-Springdale, recreational use at Lake Fayetteville has soared, straining natural elements we have long taken for granted. We decided an attractive but highly-functional viewing blind would be a productive outreach and educational tool, with least impact on waterfowl and other wildlife. Location of the blind on the lake's southeastern shore will make it highly function during peak waterfowl use times (late fall-winter-early spring) and easy to access from the area adjacent Botanical Garden of the Ozarks.

WHAT WILL MULHOLLAN BLIND BE LIKE? We consulted with two birders who have visited many blinds, Dr David Chapman and Dr Douglas James. Kelly Mulhollan brought on an architect, Michael Cockram of Bowerbird Designs, who conducted additional research on blinds. Cockram's design combines aesthetic beauty and highly durable materials. We have all necessary permits from Fayetteville Parks and Recreation. The blind will blend into the shoreline. Much of the lake's highly productive back areas will be visible without disturbing the birds and other wildlife.

Dr PAIGE MULHOLLAN: Paige Mulhollan, a Fort Smith native and former professor at UA-Fayetteville, was an early Director of the Botanical Garden of the Ozarks (BGO) during their formative years and later president of the BGO board of directors. An avid birder, upon retirement he and wife Mary Bess became active in Audubon at Hilton Head Island in South Carolina working as nature guides. They became active in the NWAAS when they returned to Arkansas in 2002. He and Mary Bess also had a strong interest in butterflies. Paige was President of the Carolina Butterfly Society. The Mulhollan's sponsored the Native Species Garden and the Butterfly House at the BGO. Mary Bess continues these interests since Paige's passing in 2013 and plays a major role in maintaining the BGO Butterfly House..

WHO WILL USE THE BLIND? The blind will be free and open to the public. We expect Botanical Garden to make regular use of it as part of their education programs. The blind should be a magnet for birders of all ages and skills, photographers, and those who'd like this special view of the lake's natural elements.

Proposal for the Paige Mulhollan Waterfowl Blind at Lake Fayetteville

Justification

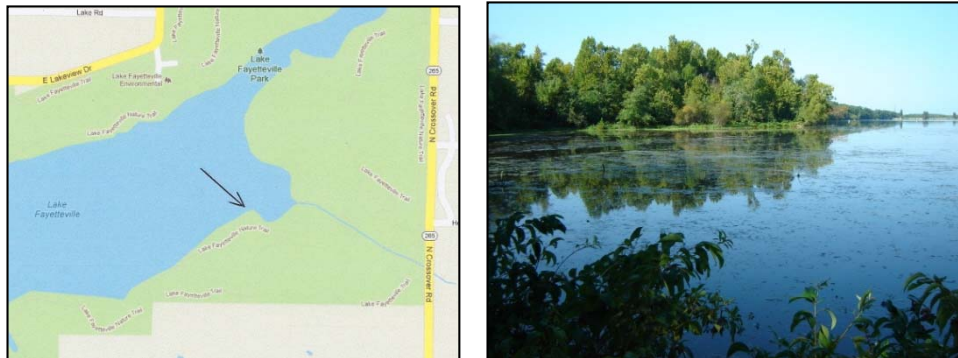
This proposal makes the case for the installation of a bird blind at Lake Fayetteville that will allow members of the public to closely observe the wildfowl that regularly visit this park. In recent years, watching birds has become one of the most popular hobbies in the USA and in our region Lake Fayetteville is one of the most frequently visited places for this purpose. The blind will be named in honor of Paige Mulhollan who was at one time Director of the Botanical Garden of the Ozarks (BGO) and an avid birder who with his family participated in many activities of the North West Arkansas Audubon Society (NWAAS). Included in these activities have been regular field trips by the Society to Lake Fayetteville during which many unusual observations and rare bird sightings have been made. Since 1953 when Professor Douglas James made his first trip to Lake Fayetteville, many others have visited the lake and this has resulted in records of 274 species, testimony to the importance of Lake Fayetteville for birdlife in northwest Arkansas. For the last forty years the lake has been an important location for recording waterfowl on the Fayetteville annual Christmas Bird Count, records of which contribute to the nationwide understanding of changes in winter bird distribution.

Lake Fayetteville Park is the most popular recreational area in the Fayetteville/Springdale conurbation attracting many hundreds of people daily who participate in a great range of outdoor activities. It is also an important educational area involving both Fayetteville and Springdale school district through the activities of the Lake Fayetteville Environmental Center. The BGO plans to provide additional educational outreach in the future. We believe that provision of a blind for public use will complement this mission. Lacking in the northwest Arkansas region is a facility that allows the general public to closely observe birdlife. Construction of a blind on the shoreline of Lake Fayetteville will fulfill this need and be an asset to our Parks system. It should be noted that in 1979, the Northwest Arkansas Regional Planning Commission classified Lake Fayetteville as a large recreational complex comprising a large area of open space and a natural environment that “provides citizens contact with nature”. Construction of the Paige Mulhollan Waterfowl Blind will contribute to this vision.

Location

Observations of water birds are best made from the south, especially in the winter months, because then the sun is behind the observer. At present there are no locations on the south side of Lake Fayetteville where close observation of birds is possible. The importance of a well constructed and well located bird blind is that the observer is screened from the lake, thus minimizing disturbance to any birds that may be present. During spring and fall, and also in mid-winter, large flocks of waterfowl regularly occur on open water at Lake Fayetteville and during severe winter conditions they often

congregate in the southern cove (opposite the BGO). A preferred site for the blind has been selected on a headland that takes advantage of both the open water of the lake and the southern cove (see map on left below).



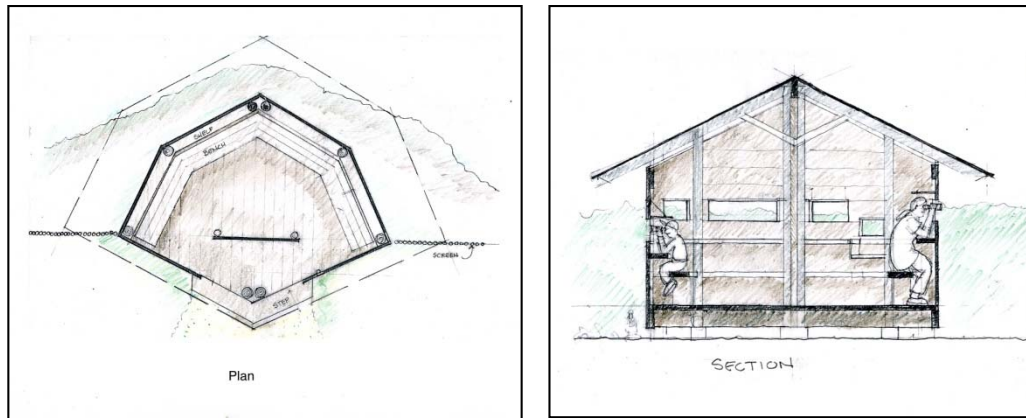
This site is close to an existing track which prior to construction of the new hard top trail by the city was the only connection between Veterans Park and the BGO. Access to the blind would be by a short spur leading from this existing track. The blind is far enough away from the hard top trail to make noise and disturbance unlikely, a prerequisite for watching birds. In the location chosen it will be possible to construct the blind with minimal damage to nearby vegetation. Some shrubs, mostly invasive aliens, such as multiflora rose, privet, and Amur honeysuckle will be removed from the surrounding area during construction but otherwise disturbance to lakeside vegetation will be kept to a minimum. Our intention would be to plant native shrubs to protect this riparian area. The blind will be screened from the lake by woven panels made of cane. The chosen location is such that if improved access is required then this could readily be accomplished. A photograph of the southern cove looking westward from the shoreline by the botanical garden is shown above right. The blind would be at the tip of the headland on the right of the photo. An aerial view of the headland showing the blind location is shown below left and Cirplan diagrams of the blind from the east (below center) and south (below right).



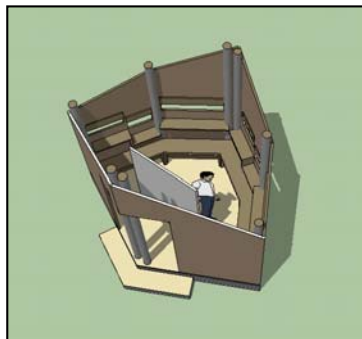
Structure

Details of the structure still need to be worked out but some general features are shown in the plans shown below. Desirable characteristics are that the blind is semi-enclosed so that people can observe birds with minimal disturbance and that protection is provided from the weather. We envisage that our blind will be a six sided structure with an open entrance to the south. The walls facing north are

angled to provide different viewing aspects on the north side overlooking the lake and cove. The dimensions are about 13 ft wide, and 10 ft deep.



The blind will be of wood plank and treated timber construction with a wooden floor and mounted on a raised platform, supports for which will be embedded on solid ground close to the shoreline. At this location the ground is only occasionally flooded and so rot should be less of a problem than other wooden structures at Lake Fayetteville (boat dock, environmental center observation deck). The roof is sloping to allow rain run-off. The interior of the blind contains a wooden partition screening the entrance from the viewing areas. This may be used as an information board. There is bench seating which has horizontal ports through which one can view birds (see below). The ports can be closed with hinged flaps. Bench seating and ports are constructed at different levels to cater for adults and young children.



Maintenance

The working life of the blind is expected to be at least twenty five years or longer based upon the longevity of other wooden structures at Lake Fayetteville. The blind is off the main trail system so vandalism hopefully will not be a problem. Limited maintenance is anticipated but the blind will periodically be inspected on a volunteer basis by members of the NWAAS and if problems are encountered then remedial action will be taken. The blind will be included in the biannual Lake Fayetteville Clean-Up which will remove any trash that accumulates on the shore or the trail leading to the blind.

Construction

Once approval has been obtained from the Fayetteville Parks and Recreation Department and the BGO for the general concept of a bird blind at Lake Fayetteville then a detailed building plan will be prepared taking account any specific requirements requested. A cost estimate will be included. At this point the plans will be submitted for approval and fund raising will commence.

Project leader:

Kelly Mulhollan (still@stillonthehill.com)

Designer:

Michael Cockram (mcckrm11@yahoo.com)

Partners:

Fayetteville Natural Heritage Association (contact Bob Caulk: bcaulk@cox.net)

Northwest Arkansas Audubon Society (contact Joe Neal: (jneal@uark.edu))

Lake Fayetteville Watershed Partnership (contact David Chapman: dchapman@uark.edu).



Northwest Arkansas Audubon Society

Connie Edmonston, Director
Fayetteville Parks and Recreation
The City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

August 22, 2014

Dear Ms Edmonston,

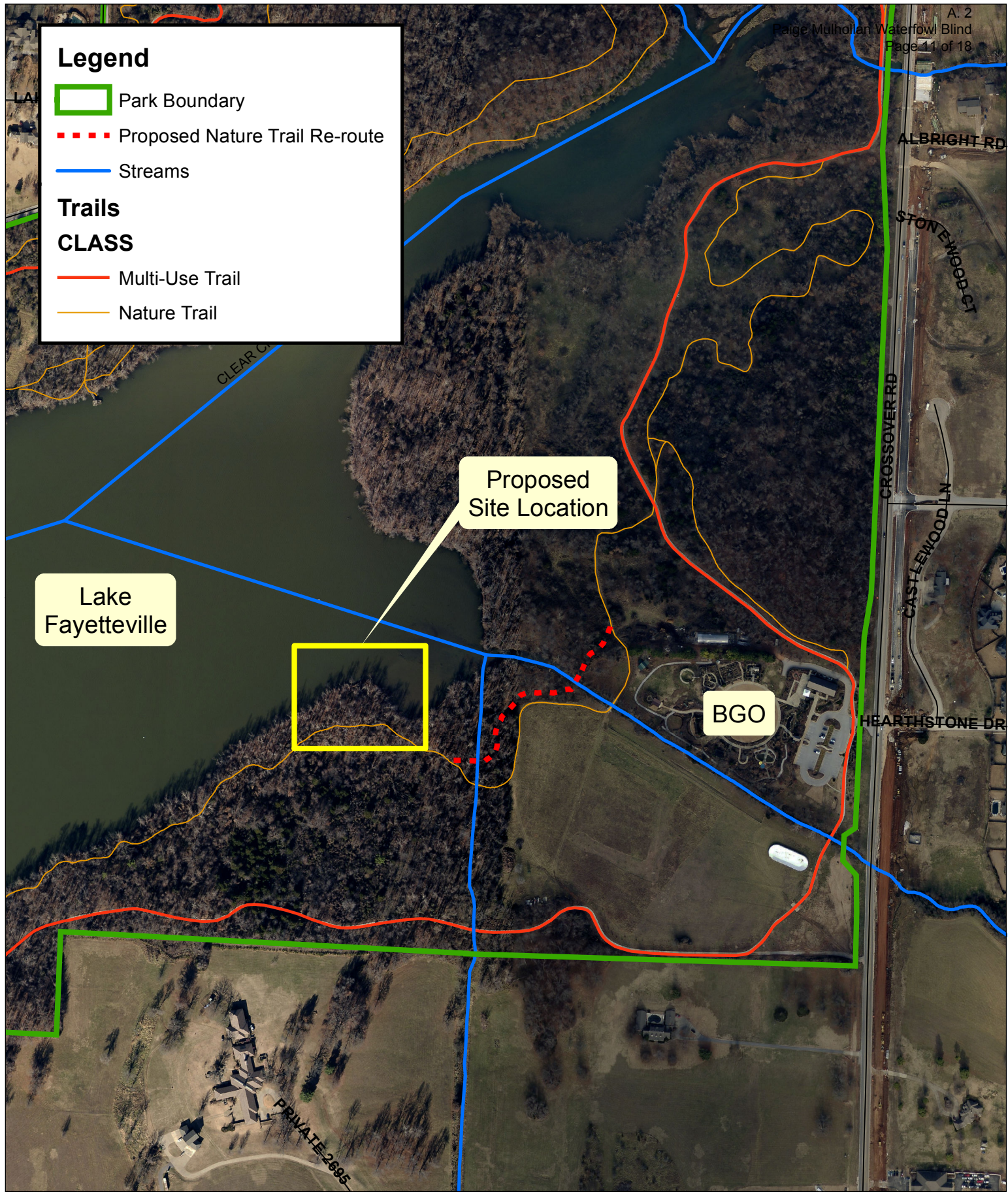
At the meeting of the Fayetteville City Parks Board on July 7, 2014, you requested that Northwest Arkansas Audubon Society (NWAAS) provide in writing a commitment to take responsibility for basic maintenance of the Paige Mulhollan Waterfowl Blind to be constructed at Lake Fayetteville under NWAAS leadership. This letter is written acknowledgment of this commitment. We will mobilize resources for basic maintenance in association with our partners in building of the blind.

Sincerely,

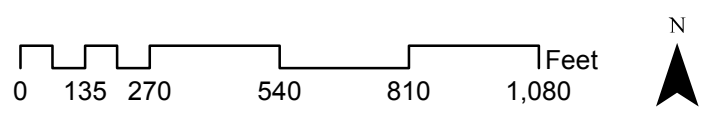
Professor Douglas James,
President, Northwest Arkansas Audubon Society
P.O. Box 4751 Fayetteville

Mission of the Northwest Arkansas Audubon Society

The mission of the Northwest Arkansas Audubon Society is to preserve the natural world through education, environmental study, and habitat protection, and to promote awareness and enjoyment of local and regional natural areas.



Proposed Paige Mulhollan Waterfowl Blind
at Lake Fayetteville Park



MINUTES

Parks and Recreation Advisory Board
September 8, 2014 at 5:30 p.m.
City Administration Building, Room 219
113 West Mountain Street
Fayetteville, AR 72701

Members: Phillip Watson–Chair, John M. Paul- Vice-Chair, Wade Colwell, Richie Lamb, Terry Lawson, Chuck Maxwell, Phillip McKnight, David Priest, David Proffitt

City Staff: Connie Edmonston, Director; Byron Humphry, Maintenance Superintendent; Alison Jumper, Parks Planning Superintendent; Alan Spann, Recreation Superintendent; Matt Mihalevich, Trails Coordinator, Melanie Thomas, Senior Secretary

1. **Call to Order**

The meeting was called to order at 5:30 pm by Phillip Watson.

2. **Roll Call**

Parks and Recreation Advisory Board members present were Watson, Colwell, Lamb, Lawson, Maxwell, Paul, and McKnight. Proffitt arrived later. Priest was absent.

3. **Approval of August 4, 2014 PRAB Meeting Minutes**

PRAB Motion: McKnight motioned to accept the minutes as written, and Paul seconded it. Motion passed 7-0-0 by voice vote.

4. **Water Fowl Blind Naming Request:** **Kelly Mulhollan**

This item was tabled at the July 7th and August 4th PRAB meetings. According to the Park Naming Policy, items must be tabled for one month in order to allow for public input. If this item is approved by PRAB, the recommendation will be forwarded to the City Council for final approval. Additionally, the maintenance agreement with the NW Arkansas Audubon Society is attached.

Staff Recommendation: To approve the naming of the Paige Mulhollan Waterfowl Blind at Lake Fayetteville and to approve a maintenance agreement with the NW Arkansas Audubon Society.

Mulhollan said he was happy to answer any questions. He said the fund raising was going well, and they hoped to begin construction by November 1. He said he wants to name the blind after his father, who was the director of the Botanical Gardens in the formative years, and later a board member. He created the Audubon Society. He said that David Chapman submitted Mulhollan's father name for consideration.

Paul asked if there had been any response from the public.

Edmonston said nothing had been received.

Mulhollan said he had turned in the signed document for the Audubon Society to completely maintain the blind.

Edmonston said the next step for the naming would be the Council.

PRAB Motion: McKnight motioned to approve the naming of the Water Fowl Blind at Lake Fayetteville and to approve a maintenance agreement with the NW Arkansas Audubon Society. Maxwell seconded the motion. Motion passed 7-0-0 by voice vote.

5. Park Land for Cato Springs Trail Easement: Matt Mihalevich, Trails Coordinator

Matt Mihalevich will be presenting a proposal to accept a donation of 7.03 acres of land needed to build the trail that extends along Cato Springs Road to the Regional Park. The City originally requested a trail easement; however, the easement will bisect the land making the southern portion not accessible. The owner is requesting land south of the trail to help build the trail through his property once he is ready to develop the land. Additionally the land will be utilized to meet tree preservation requirement and will contain a tree preservation area.

Staff Recommendation: To accept an easement for the trail now and accept the 7.03 land donation with defined tree preservation area for the trail within three years.

Mihalevich said that they are working on a trail to connect Cato Springs with the Regional Park. He said the Moon Distributors are building on Cato Springs Road and they want to donate 7.03 acres for the project. He added that a lot of it is riparian creek corridor on the north edge of the Cato Springs Trail. The donor wants credit for tree preservation. Mihalevich said, for tree preservation, the developer must actually own the property at the time he's building. He's not quite ready to build the rest of his project yet. When he is ready, the tree preservation area will be established.

Paul asked if he will come back to PRAB.

Mihalevich said that was given a time period of three years to do it if PRAB is okay with that. After three years, if he hasn't done it, he will have to come back to PRAB.

Maxwell wanted to know why he couldn't bank it.

Mihalevich replied that per ordinance, tree preservation can't be banked.

McKnight said that he would give us the trail easement now.

Watson wanted to know what was best for the donor.

Mihalevich said that was why we're waiting until he's ready.

Paul asked how much of the trail has easements.

Mihalevich said quite a bit of it does. He added that the University of Arkansas is working with us.

Paul asked when construction would begin.

Mihalevich replied that he was hoping by the beginning of 2016.

Paul wanted to know how long it would take for construction.

Mihalevich said that it would take less than a year, but probably more than six months.

Watson asked how PRAB should vote on this.

Edmonston said to give him approval to do a tree preservation.

Lamb wanted to know what would happen if the property changes hands. Would the same thing be done for the new owner?

Edmonston said we would have the easement.

PRAB Motion: Lamb motioned to accept the donation of 7.03 acres of land, and add that the tree preservation would be available to the next owner should the property change hands. Paul seconded it. Motion passed 8-0-0 by voice vote.

6. Update of Fayetteville Tennis: Chris Cash

Presentation by Chris Cash of Fayetteville Tennis to inform PRAB of status of programming including participant numbers, court usage, and future of partnership.

Cash said that the Arkansas Tennis Association is the governing body. He said he does public tennis programming in Fayetteville. There are 118 kids and adults playing, and most of the players are under 14 years old. He said that some of the players went to the tennis state tournament and dominated everyone. The program has been featured in a magazine. He said there has been some pushback from people due to the limited number of tennis courts. He said his program is mostly using just two courts at Wilson.

Watson asked what the program's needs would be for the next five years.

Cash said the demand is huge, and more tennis courts are needed.

Watson asked how many courts will be at the Regional Park.

Edmonston said there will be eight courts.

Cash said that his program is the largest program in the area and it's doing very well.

7. Park Land Dedication: Alison Jumper, Park Planning Superintendent

Development Name:	Lierly Lane Phase II
Engineer:	Jorgensen and Associates
Owner:	Riverwood Homes / TTO, LLC
Location:	North of Mount Comfort Road, south of Lierly Lane, west of Ruppel Road
Park Quadrant	NW
Units:	11 single family
Total Acres:	5.17 acres
Land Dedication Requirement:	0.25 acres
Money in Lieu Requirement	\$10,120
Existing Parks:	Salem Park, Gary Hampton Softball Complex, Clabber Creek Trail and Hamestring Creek Trail are located within a one mile radius.
Developer's Request:	Money-in-lieu
Staff Recommendation:	Money-in-lieu
Estimated Annual Maintenance:	N/A
Justification:	The existing parks in the area will meet the recreational needs of this development.

The development was reviewed in August of 2007 for 15 single family homes. A recommendation of money in lieu was given at that time.

PRAB Motion: This dedication will be tabled until next month.

8. Park Land Dedication: Alison Jumper, Park Planning Superintendent

Development Name:	Uptown (CMN Lots 3 and 4)
Engineer:	Specialized Real Estate Group
Owner:	MSB Properties and Nanchar, Inc.
Location:	North of Van Asche Drive, south of Joyce Boulevard, west of Steele Boulevard
Park Quadrant	NW
Units:	312 multi-family
Total Acres:	14.01 acres
Land Dedication Requirement:	4.37 acres
Money in Lieu Requirement	\$174,720
Existing Parks:	Scull Creek Trail, Clear Creek Trail and Mud Creek Trail are located within a one mile radius.
Developer's Request:	Money-in-lieu
Staff Recommendation:	Money-in-lieu
Estimated Annual Maintenance:	N/A
Justification:	The existing trails in the area will meet the recreational needs of this development.

Jumper discussed the particulars of the development. She added that Leslie Tabor from Specialized Real Estate Group was present to answer any questions.

Paul wanted to know what quadrant the development was located.

Jumper said it was in the southwest quadrant.

Colwell asked what the demographics were in that area.

Tabor said young professionals.

Paul asked what the \$175,000 would be used for. He added he had some ideas.

Edmonston asked when the project would begin.

Tabor said it was planned for next year.

PRAB Motion: McKnight motioned to accept the \$174,720 money-in-lieu, and Proffitt seconded it. Motion passed 8-0-0 by voice vote.

9. Park Land Dedication: Alison Jumper, Park Planning Superintendent

Development Name:	T.J. Lefler Development
Engineer:	Blew & Associates, P.A.
Owner:	T.J. Lefler
Location:	South of MLK, Jr. Boulevard, north of 15 th Street, east of Razorback Road, west of Rose Avenue
Park Quadrant	SW
Units:	2 single family
Total Acres:	0.90 acres
Land Dedication Requirement:	0.046 acres
Money in Lieu Requirement	\$1,840
Existing Parks:	World Peace Wetland Prairie, Hill Place Land, Greathouse Park, Walker Park, Hotz Park, Tsa La Gi Trail, Oak Ridge Trail, Town Branch Trail and Frisco Trail are located within a one mile radius.
Developer's Request:	Money-in-lieu
Staff Recommendation:	Money-in-lieu
Estimated Annual Maintenance:	N/A
Justification:	The existing parks and trails in the area will meet the recreational needs of this development.

Jumper talked about the particulars of the development. She said the situation was unique because the project is proposing to split the four existing structures down the party walls. She said there will be an assessment of lot fees on two lots. The developer is requesting to pay money in lieu.

Paul asked if there would be four units.

Jumper said there are eight individual units, and they are like duplexes.

Paul asked how many acres there are for the development.

Jumper said it was just under an acre.

PRAB Motion: Maxwell motioned to accept \$1,840 money-in-lieu, and Paul seconded it. Motion passed 8-0-0 by voice vote.

10. Announcements

Humphry said he and Jumper met with the Corp of Engineers at the Botanical Garden and looked at the two creek crossings. They said that as long as the project stays on the bank and spans the water, there are no issues. Humphry said Parks will go through the formal process and get it in writing.

September 1	Fall Volleyball Registration begins
September 8	Fall Soccer games begin
September 8	Fall Kickball season begins
September 30	YRCC Celebrate Our Kids Banquet, 6 pm

11. Adjourn

Meeting adjourned at 6:02 pm.

Minutes taken by Melanie Thomas.



City of Fayetteville, Arkansas

A. 3
Bid #14-31 Cummins Mid-South
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 28

Text File

File Number: 2014-0410

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 3

A RESOLUTION TO AWARD BID #14-31 AND AUTHORIZE A GENERATOR PREVENTATIVE MAINTENANCE CONTRACT WITH CUMMINS MID-SOUTH IN THE AMOUNT OF \$15,040 PER YEAR PLUS NON-SCHEDULED SERVICE CALLS AT THE RATE OF \$115.20 PER HOUR

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 #14-31 and authorizes a generator preventative maintenance contract with Cummins Mid-South in the amount of \$15,040 per year plus non-scheduled service calls at the rate of \$115.20 per hour.

City of Fayetteville Staff Review Form

2014-0410

Legistar File ID

10/7/2014

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

Jesse Beeks / Barbara Olsen

9/18/2014

Fleet Operations /
 Transportation Services Department
 Division / Department

Submitted By

Submitted Date

Action Recommendation:

A resolution to award Bid 14-31 to Cummins Mid-South of Springdale, AR for a Generator Preventative Maintenance contract in the amount of \$15,040 annually plus non-scheduled service calls at the rate specified in Bid 14-31.

Budget Impact:

9700.1910.5315.00

Shop Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 215,400.00

Funds Obligated \$ 95,757.00

Current Balance \$ 119,643.00

Does item have a cost? Yes

Item Cost \$ 15,040.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 104,603.00

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: September 18, 2014

SUBJECT: Approval of contract for Generator Preventative Maintenance

RECOMMENDATION:

That City Council award Bid 14-31 to Cummins Mid-South of Springdale, AR for a Generator Preventative Maintenance contract in the amount of \$15,040 annually plus non-scheduled service calls at the rate specified in Bid 14-31.

BACKGROUND:

Fleet Operations has had a Generator Preventative Maintenance contract for six years. As it is expiring, Fleet Operations bid it out again.

DISCUSSION:

Bid 14-31 was opened on August 13th, 2014; a copy of the Bid Tab is attached. Six bids were received. The low bidder was disqualified as they did not have the customer references required. Cummins Mid-South is the next lowest bid; they meet all specs.

Fleet recommends approval of a contract with Cummins Mid-South of Springdale, AR off their Bid 14-31 in the amount of \$15,040 annually with non-scheduled service calls at the rate specified in Bid 14-31.

BUDGET/STAFF IMPACT:

Sufficient funds are budgeted in Contract Services for this contract on an annual basis.

Attachments:

Contract with Cummins Mid-South
Bid 14-31 submittal from Cummins Mid-South
Bid Tab, Bid 14-31



City of Fayetteville, AR
Bid 14-31, Generator Preventative Maintenance
Vendor: Cummins Mid-South

This contract executed this ____ day of _____, 2014, between the City of Fayetteville, Arkansas, and Cummins Mid-South. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Cummins Mid-South agrees to provide generator preventative maintenance, service and repair as necessary to complete items bid per Bid 14-31 as stated in Cummins Mid-South bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 14-31, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Cummins Mid-South based on their bid proposal for annual maintenance, semi-annual maintenance and Load Bank testing of generators specified.
3. The Contract documents which comprise the contract between the City of Fayetteville and Cummins Mid-South consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 14-31 with the specifications and conditions typed thereon and including Cummins Mid-South bid proposal.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Cummins Mid-South and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Cummins Mid-South.
5. Cummins Mid-South shall not assign its duties under the terms of this agreement.
6. Cummins Mid-South agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Cummins Mid-South performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Cummins Mid-South shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that they carry the following insurance which shall be maintained throughout the term of the Contract.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance shall be paid by Cummins Mid-South

8. Cummins Mid-South to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Cummins Mid-South with 30 days written notice.
10. This Maintenance contract shall be in force for 1 year, and is automatically renewable for up to four (4) one year periods.
11. Liquidated Damages: N/A
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2014.

Cummins Mid-south

CITY OF FAYETTEVILLE, ARKANSAS

By: Kelly V. Sullivan
Signature

By: _____
LIONELD JORDAN, Mayor

Kelly V. Sullivan - PMA Sales
Printed Contractor Name & Title

Matthew W. Van Est
ATTEST (Signature)

ATTEST: (Signature)

Matthew W. Van Est
Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address

317 N. Old Missouri Road, Springdale, AR, 72764
City, State & Zip Code

Date Signed: 9-18-2014

Date Signed: _____



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

INVITATION TO BID

INVITATION TO BID: Bid 14-31, Generator Preventative Maintenance
DEADLINE: Wednesday, August 13, 2014 before 3:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Thursday, July 24, 2014

INVITATION TO BID

Bid 14-31 – Generator Preventative Maintenance

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder and the bid number clearly marked on the outside of the envelope.

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

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

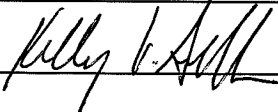
Name of Firm: Cummins Mid-South

Contact Person: Kelly Sullivan Title: PMA Sales

E-Mail: kelly.sullivan@cummins.com Phone: 501-410-2983

Business Address: 317 N Old Missouri Rd

City: Springdale State: AR Zip: 72764

Signature:  Date: 8-12-14

City of Fayetteville
Bid 14-31, Generator Preventative Maintenance
Bid Form

This invitation to bid is based on the need for generator preventative maintenance, service and repair as listed in specifications attached. However, the city reserves the right to accept or reject any or all bids, waive formalities in the bidding, and make a bid award deemed to be in the best interest of the city.

Item	UNIT # - BRAND - KW	SECTION A ANNUAL RATE (PER UNIT)	SECTION B LOAD BANK RATE (PER UNIT)	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR
				C-1 SEMI-ANNUAL #1 RATE (PER UNIT)	C-2 SEMI-ANNUAL #2 RATE (PER UNIT)	
1	# 9144 - Generac 150 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
2	#9099 - Caterpillar 125 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
3	#9150 - Kohler 100 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
4	#9041 - Kohler 100 KW	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00
5	#9115 - Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
6	#9116 Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
7	#9117 - Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
8	#9145 - Generac 80 KW	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00
9	#9029 - Kohler 60 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
10	#9089 - Generac 50 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
11	#9151 - Cummins 30 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
12	#9052 - Generac 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
13	#9053 - Generac 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
14	#9054 - Generac 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
15	#9152 - Cummins 20 KW	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00
16	Airport - Generac 50 KW	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00
Total Annual Maintenance (Sum of Totals for Items 1-16):						\$ 15,040.00
		Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls		
17	Non Schedule Service Calls Rate Per Hour - Estimated 10 hours per Year	10	\$ 115.20	\$ 1152.00		
18	Non Schedule Mileage Rate -Estimated 250 miles per year	250	\$ 1.88	\$ 470.00		
*Total Overall Base Bid:				\$ 16,662.00		
*Total Overall Base Bid shall be calculated as the sum Total Annual Maintenance (Sum of Items 1-16) plus Item 17 and 18						
THIS BID FORM CONTINUES ON THE NEXT PAGE. . .						

Bids must be submitted on this bid form *in its entirety*. A pre-bid inspection may be scheduled with the City of Fayetteville Fleet Division, please call 479-444-3495 to schedule an appointment.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

*NAME OF FIRM: Cummins Mid-South, LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Cummins Mid-South, LLC

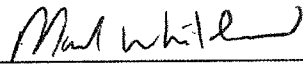
*BUSINESS ADDRESS: 317 N. Old Missouri Road

*CITY: Springdale *STATE: AR *ZIP: 72764

*PHONE: 501-410-2983 FAX: 501-565-2199

*E-MAIL: kelly.sullivan@cummins.com

*BY: (PRINTED NAME) Mark Whitehead

*AUTHORIZED SIGNATURE: 

*TITLE: CFO

*DUNS NUMBER: 05-379-4533 CAGE NUMBER: 04MP1

*TAX ID NUMBER: 62-1785987

Acknowledge Addendums:

Addendum No. 1 Dated: 8-5-14 Acknowledged by: Kelly Sullivan

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

City of Fayetteville
Bid 14-31, Generator Preventative Maintenance
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax is not to be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written

addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville
Bid 14-31, Generator Preventative Maintenance
Technical Specifications

1. GENERAL

- 1.1 All services(s) bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award. All specifications written are to minimums, unless otherwise noted.
- 1.2 The purpose of this bid is to secure services for generator preventative maintenance and services at locations listed and described herein. This project consists of furnishing all materials, equipment, labor and transportation as necessary.
- 1.3 The City of Fayetteville requires to have priority status in an emergency or disaster situation in order to keep necessary services available to its citizens. This is to insure available power to our fueling, dispatch and repair facilities which will be used to keep emergency equipment and vehicles in the field.
- 1.4 One copy of each maintenance and load test per unit shall be submitted to the City of Fayetteville Fleet Operations Division. The report shall include the following:
 - i. The date of the maintenance report
 - ii. Identification of the servicing personnel
 - iii. Notation of any unsatisfactory condition and the corrective action taken, including parts replaced
 - iv. Testing of any repair for the time as recommended by the manufacturer
- 1.5 Non-scheduled service calls shall be scheduled through the Fleet Operations Division at the pricing presented in the bid.
- 1.6 Mileage for non-scheduled service calls shall be billed from bidder's closest location to 1525 S. Happy Hollow Road, Fayetteville, AR 72701, regardless of actual generator location within the City of Fayetteville.
- 1.7 Additional mileage fees, additional fuel surcharges, or any other additional fee or cost shall not be paid on line items 1-16 for annual maintenance, semi-annual maintenance, load testing. Bidder shall include all applicable charges in with the rates presented in the bid forms.
- 1.8 Pricing bid shall be inclusive of all services, mileage, fuel charges, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply to this project but will not be considered for bid evaluation.
- 1.9 The bid shall be awarded all or none.
- 1.10 A list of a minimum of 10 current customers currently serviced by your company shall be included with this bid packet.

- 1.11 All technicians shall meet state and city certifications. The City shall require documentation for all technicians demonstrating their ability to perform maintenance.
- 1.12 A one year warranty shall apply on all services and parts.
All parts used are covered under the manufacturer's published warranty guidelines.
- 1.13 Preventative maintenance calls shall be scheduled and completed within normal business hours of Monday through Friday 8am to 5pm.
- 1.14 Vendor shall ^{endeavor} ~~be able~~ to respond for non-scheduled and emergency services twenty four (24) hours a day, seven days a week including all holidays and be able to respond to emergency calls during a natural disaster or unusual circumstance within a maximum of four hours. However, vendor supports numerous standby generators and, in the event of a natural disaster or unusual circumstances, vendor may not be able to respond to all of its customers within four (4) hours.
- 1.15 Vendor shall meet all EPA and OSHA regulations for the handling and disposal of all fluids and filters, including coolants and oil.
- 1.16 All replacement parts shall be new unused and equal to current parts on units.
- 1.17 Vendor shall supply the City of Fayetteville with a current copy of their Certificate of Liability and Worker's Compensation coverage.

2. NON-SCHEDULED SERVICE

- 2.1 A non-scheduled services shall be defined as any service not covered by the bid or done while in the process of scheduled preventative maintenance.
 - a. yes Also includes services that are performed in conjunction with Preventative Maintenance such as battery replacement or engine heater while on site for scheduled services. Mileage shall be charged ONLY if parts are needed and not available locally requiring a second trip for completion of the repair.
 - b. yes Vendor shall be called upon for service on non-starting unit or a unit that has an alarm or trouble code.

3. SCHEDULED SERVICE

- 3.1 Pricing Section A: Annual inspection, including oil change and maintenance and annual testing of transfer switch. First annual inspection shall occur prior to 12/31/2014.
- 3.2 Pricing Section B: Annual load bank test to determine generator health and reliability. Shall be performed the same time as Annual Inspection.
- 3.3 Pricing Section C: Semi-annual inspection (can be in conjunction with other services). Section C-1 for first semi-annual testing shall be performed the same time as Annual Inspection. Section C-2 pricing shall be bid for the second semi-annual testing, which shall be performed a minimum of four (4) months after Annual Inspection.

4. TECHNICAL SPECIFICATIONS

- 4.1 Pricing Section A: Annual Preventative Maintenance: Annual or 150 hours whichever is less,
 - a. yes Change oil & filters

- b. Yes Change fuel filter(s)
- c. Yes Check carburetor for proper operation, adjust as needed (where applicable)
- d. Yes Inspect fuel system, including: hoses, valves and fittings, and repair as necessary
- e. Yes Inspect and adjust governor
- f. Yes Change air filters as needed
- g. Yes Inspect air intake hoses and connections
- h. Yes Inspect and clean pre-cleaner
- i. Yes Inspect any duct work, clean louvers
- j. Yes Test antifreeze – add as needed; and change water filter
- k. Yes Inspect coolant hoses, radiator cap and connections
- l. Yes Visually check water pump for leaks and play in shaft
- m. Yes Inspect cooling system for obstructions in air flow, clean debris from area to prevent future obstructions.
- n. Yes Check coolant heater for proper operation
- o. Yes Inspect belts for condition and adjustment.
- p. Yes Inspect secondary ignition system (wires, cap, plugs, etc.)
- q. Yes Test battery(s) for age and condition, check and clean connections
- r. Yes Test battery charger for proper operation
- s. Yes Perform starter draw test & record
- t. Yes Inspect exhaust system (from turbocharger to rain cap) for leaks, proper operation or indication of failing parts
- u. Yes Check all safety and alarm signals
- v. Yes Start, run, and test unit
- w. Yes Check for leaks, top off all fluid levels
- x. Yes Check gauges for proper operation
- y. Yes Verify that any tank vents or overflow piping are unobstructed
- z. Yes Tighten control and power wiring connections if applicable

aa. X **Transfer Switch Operation Annual Maintenance**

- i. Yes Shall be performed during annual maintenance in this section
 - ii. Yes Visual inspection of wiring and contactors
 - iii. Yes Visually inspect connections
 - iv. Yes Contactor operation
 - v. Yes Perform transfer test (annual)
 - vi. Yes Removal of dust and dirt
 - vii. Yes Inspection or testing for evidence of overheating and excessive contact erosion
- bb. Yes For normal annual testing conditions, annual maintenance shall be performed every 10-12 months after previous annual inspection. First annual maintenance shall be performed prior to 12/31/2014.

4.2 **Pricing Section B: Load Bank Testing**

- a. Yes **Annual Load Bank Testing (Pricing Section B) shall be performed at the same time as the regularly scheduled annual inspection (Pricing Section A).**
- b. Yes Perform load test for a minimum of one hour under rated load specific to unit

- c. Yes Record no load voltage
- d. Yes Record loaded voltage, VAC
- e. Yes Record no load Frequency, Hz
- f. Yes Record loaded Frequency, Hz
- g. Yes Record loaded Amperage, AMP
- h. Yes Auto start/stop
- i. Yes Load bank test report to be submitted with maintenance report

- j. Yes Load bank testing shall be performed annually.

- k. Yes For normal annual load bank testing conditions, annual load bank testing shall be performed with annual inspection. First annual load bank testing shall be performed prior to 12/31/2014.

5. **Pricing Section C: Semi-Annual Service/Inspection**

- a. Yes First semi-annual inspection (Pricing Section C-1) shall be performed at the same time as the regularly scheduled annual inspection (Pricing Section A).
- b. Yes Pricing for the second semi-annual inspection shall be bid as shown on Pricing Section C-2
- c. Yes Second annual inspection for the year (Pricing Section C-2) shall be performed a minimum of four (4) months after first semi-annual inspection (Pricing Section C-1).
- d. Yes Inspect fuel system, including hoses, valves and fittings, repair as necessary
- e. Yes Inspect air intake hoses and connections
- f. Yes Inspect and clean pre-cleaner
- g. Yes Check antifreeze, add as needed
- h. Yes Inspect coolant hoses and connections
- i. Yes Visually check water pump for leaks and play in shaft
- j. Yes Inspect cooling system for obstructions in air flow, clean debris from area to prevent future obstructions
- k. Yes Check coolant heater for proper operation
- l. Yes Inspect belts for condition and adjustment
- m. Yes Test battery(s) and connections
- n. Yes Test battery charger for proper operation
- o. Yes Perform starter draw test and record
- p. Yes Visually inspect exhaust system (from turbocharger to rain cap) for leaks, proper operation or indication of failing parts.
- q. Yes Check all safety and alarm signals
- r. Yes Start, run, and test unit
- s. Yes Check for leaks, top of all fluid levels
- t. Yes Check gauges for proper operation.

6. **Pricing for Line Items 16 and 17:**

- a. Yes Quantities presented in these line items are estimates only based on the anticipated amount of work which could occur within a calendar year. These quantities are not guaranteed. City will pay bidder based on unit pricing bid and actual quantities.

7. DELIVERY/DOCUMENTATION –

- 7.1 All maintenance and repairs are to be scheduled and billed through/to the City's Fleet Operations division, located at 1525 S. Happy Hollow Road, Fayetteville, AR 72701, for compliance review and final acceptance.

8. PRICE INCREASES

- 8.1 All price increases shall be backed with documentation showing the price increase received from suppliers and shall be approved by the City of Fayetteville Purchasing Department prior to being billed. Bidder shall guarantee against increases in quoted price through 12/31/2015.
- 8.2 A secondary vendor may be awarded a contract in case of quality and or timely service issues by primary vendor.
- 8.3 Contract length shall be valid for one (1) year with four (4) yearly automatic renewable options thereafter. This contract may be terminated by either party with a thirty (30) day written notice without penalty.

9. GENERATOR INFORMATION BY LOCATION:

Unit # 9115 2004 Generac 725 – 80 KW Location: City Hall 113 W Mountain St Serial# 2077476	Unit # 9150 2011 Kohler RFOZG – 100 KW Location: Senior Center 945 S. College SERIAL# 3013609	Unit # 9052 2003 Generac 545 – 20 KW Location: Fire Station #2 708 N Garland Ave SERIAL# 2073732
Unit # 9053 2003 Generac 545 – 20 KW Location: Fire Station # 4 3385 Plainview SERIAL# 2073730	Unit # 9054 2003 Generac 545-20KW Location: Fire Station #6 900 S Hollywood SERIAL# 2073137	Unit# 9089 2004 Generac 715-50 KW Location: Fire Station #7 835 N Ruppel Road SERIAL# 2078316
Unit# 9116 2007 Generac QT13068GSNA-910 80 KW Location: Fire Station #3 1050 Happy Hollow Rd SERIAL# 4876084	Unit # 9117 2007 Generac QT08054GNSNA-725 80 KW Location: Fire Station #5 2979 N Crossover Rd SERIAL# 4681065	Unit# 9145 2011 Generac 12913310100 80 KW Location: Fire Station #1 (Central) 303 W Center SERIAL# 2110045
Unit # 9099 2007 Caterpillar G125G1-1100 80 KW Location: Fleet Operations 1525 S Happy Hollow Rd SERIAL# NGG00614	Unit# 9144 2007 Generac QT150A 150 KW Location: Airport IT 317 W Ernie Lancaster Dr. SERIAL# 4876552	Unit# 9029 2001 Kohler GM13686-GA8-715 60 RGZ Location: Mt. Sequoyah Police Substation 1170 E Skyline Dr. Serial# 706367
Unit# 9151 2011 Cummins GGPA-7616899 30 KW Location: Dinsmore Trail Substation 3520 W Dinsmore Trail SERIAL# H110236910	Unit# 9152 2011 Cummins GGPA-761899 Location: Hemlock Police Substation 3450 N Hemlock SERIAL# H110236909	Unit# 9041 2000 Kohler 885 100 RZ Location: Police Station (Main) 100 W Rock Serial# 0677968
Airport 1991 Generac 120/240 Single Phase 50 kw Location: 349 W Ernest Lancaster Dr. Unit B-S SERIAL# 2000626		

Bid 14-31, Addendum 1



Date: Tuesday, August 5, 2014

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 14-31, Generator Preventative Maintenance

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Clarification on current equipment list: The correct information of the current existing CAT (#9099) is 125Kw.

Current Customers Serviced By Cummins Mid-South

Flake & Kelly Commercial

UAMS

Colliers Intl

Sysco Food Services

Vantage Point of Northwest Arkansas

Strategic Technologies

Hope Water & Light

Ark West

Fayetteville DHS

Drug Enforcement Agency

Union Pacific Railroad

Bentonville School District

Springdale Water

JB Hunt

Mercy Medical

North Little Rock Wastewater

Jacksonville Wastewater

Benton Wastewater

Jefferson Regional Medical Center



Mid-South

Kelly Sullivan

Sales Representative

Planned Maintenance Business

Cummins Mid-South, L.L.C.

3115 Highway 391 North

North Little Rock, AR 72117

Phone 501 569 5622

Fax 501 565 2199

Cell 501 410 2983

www.cumminsmidsouth.com

kelly.sullivan@cummins.com

Arkansas Building Authority

USDA-Snarc

Pilgrims Pride Poultry

AT&T



Arkansas		Automatic Power Solutions					Cummins Mid-South					Clifford Power			
		SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C	
				C-1	C-2				C-1	C-2				C-1	C-2
Item	UNIT # - BRAND - KW	ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)
1	# 9144 - Generac 150 KW	\$ 990.00	\$ 450.00	\$ 150.00	\$ 750.00	\$ 2,340.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 476.00	\$ 570.00	\$ 169.00	\$ 169.00
2	#9099 - Caterpillar 125 KW	\$ 970.00	\$ 425.00	\$ 125.00	\$ 750.00	\$ 2,270.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 476.00	\$ 450.00	\$ 169.00	\$ 169.00
3	#9150 - Kohler 100 KW	\$ 950.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,200.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
4	#9041 - Kohler 100 KW	\$ 950.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,200.00	\$ 200.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 975.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
5	#9115 - Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
6	#9116 Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
7	#9117 - Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
8	#9145 - Generac 80 KW	\$ 930.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,180.00	\$ 170.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 945.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
9	#9029 - Kohler 60 KW	\$ 920.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,170.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00
10	#9089 - Generac 50 KW	\$ 920.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,170.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 375.00	\$ 450.00	\$ 158.00	\$ 158.00

11	#9151 - Cummins 30 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 305.00	\$ 407.00	\$ 158.00	\$ 158.00
12	#9052 - Generac 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
13	#9053 - Generac 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
14	#9054 - Generac 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
15	#9152 - Cummins 20 KW	\$ 905.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,155.00	\$ 140.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 915.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
16	Airport - Generac 50 KW	\$ 920.00	\$ 400.00	\$ 100.00	\$ 750.00	\$ 2,170.00	\$ 150.00	\$ 500.00	\$ 100.00	\$ 175.00	\$ 925.00	\$ 283.00	\$ 347.00	\$ 158.00	\$ 158.00
		Total Annual Maintenance (Sum of Totals for Items 1-16)				35,015.00	Total Annual Maintenance (Sum of Totals for Items 1-16)				15,040.00	Total Annual Maintenance (Sum of Totals for Items 1-16)			
		Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls			Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls			Estimate	Rate Per Unit	Total for Est. Unit for Non-Scheduled Calls	
17	Non Schedule Service Calls Rate Per Hour - Estimated 10 hours per Year	10	\$ 100.00	\$ 1,000.00			10	\$ 115.20	\$ 1,152.00			10	\$ 99.00	\$ 990.00	
18	Non Schedule Mileage Rate - Estimated 250 miles per year	250	\$ 1.25	\$ 312.50			250	\$ 1.88	\$ 470.00			250	\$ 2.00	\$ 500.00	
*Total Overall Base Bid:				\$ 36,327.50			\$ 16,662.00				\$ 16,662.00				
*Total Overall Base Bid shall be calculated as the sum <i>Total Annual Maintenance</i> (Sum of Items 1-16) plus Item 17 and 18															

CERTIFIED:

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

A. Foren, CPPO CPPB, Purchasing Agent

Witness

Date

**Highlight Denotes Calculation Error

	Emergency Power Systems Inc					Marlow Contracting Services					RP Power				
TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR	SECTION A	SECTION B	SECTION C		TOTAL ANNUAL PRICE PER GENERATOR
	ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2		ANNUAL RATE (PER UNIT)	LOAD BANK RATE (PER UNIT)	C-1	C-2	
	SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)	SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)		SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)	SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)		SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)	SEMI-ANNUAL #1 RATE (PER UNIT)	SEMI-ANNUAL #2 RATE (PER UNIT)	
\$ 1,384.00	\$ 277.53	\$ 412.06	\$ 232.56	\$ 333.23	\$ 1,255.38	\$ 980.00	\$ 200.00	NO BID	\$ 330.00	\$ 1,510.00	\$ 604.00	\$ 525.00	\$0.00	\$ 310.00	\$ 1,439.00
\$ 1,264.00	\$ 277.53	\$ 387.06	\$ 232.56	\$ 333.23	\$ 1,230.38	\$ 450.00	\$ 175.00	NO BID	\$ 330.00	\$ 955.00	\$ 604.00	\$ 525.00	\$0.00	\$ 310.00	\$ 1,439.00
\$ 1,141.00	\$ 289.54	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,217.39	\$ 400.00	\$ 125.00	NO BID	\$ 100.00	\$ 625.00	\$ 499.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 289.54	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,217.39	\$ 400.00	\$ 125.00	NO BID	\$ 100.00	\$ 625.00	\$ 499.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 288.18	\$ 362.06	\$ 232.56	\$ 320.58	\$ 1,203.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 277.53	\$ 392.06	\$ 232.56	\$ 333.23	\$ 1,235.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 277.53	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,205.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 277.53	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,205.38	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 289.54	\$ 362.06	\$ 232.56	\$ 333.23	\$ 1,217.39	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 499.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,203.00
\$ 1,141.00	\$ 276.64	\$ 312.06	\$ 232.56	\$ 333.23	\$ 1,154.49	\$ 350.00	\$ 100.00	NO BID	\$ 100.00	\$ 550.00	\$ 442.00	\$ 394.00	\$0.00	\$ 310.00	\$ 1,146.00

\$ 1,028.00						\$ 250.00					\$ 442.00				
\$ 265.63						\$ 100.00					\$ 394.00				
\$ 267.56						NO BID					\$0.00				
\$ 232.56						\$ 80.00					\$ 310.00				
\$ 333.23						\$ 430.00					\$ 1,146.00				
\$ 1,098.98						\$ 200.00					\$ 380.00				
\$ 247.16						NO BID					\$ 442.00				
\$ 267.56						\$ 80.00					\$ 394.00				
\$ 232.56						\$ 380.00					\$0.00				
\$ 333.23						\$ 442.00					\$ 310.00				
\$ 1,080.51						\$ 200.00					\$ 380.00				
\$ 247.16						NO BID					\$ 442.00				
\$ 267.56						\$ 80.00					\$ 394.00				
\$ 232.56						\$ 380.00					\$0.00				
\$ 333.23						\$ 442.00					\$ 310.00				
\$ 1,080.51						\$ 200.00					\$ 380.00				
\$ 265.63						NO BID					\$ 442.00				
\$ 267.64						\$ 100.00					\$ 394.00				
\$ 232.56						\$ 550.00					\$0.00				
\$ 333.23						\$ 442.00					\$ 310.00				
\$ 1,100.99						\$ 350.00					\$ 1,146.00				
17,534.00						Total Annual Maintenance (Sum of Totals for Items 1					Total Annual Maintenance (Sum of Totals for Items 1				
18,682.42						9,515.00					19,321.00				
Scheduled Calls						Estimate					Estimate				
Rate Per Unit						Rate Per Unit					Rate Per Unit				
Total for Est. Unit for Non-Scheduled Calls						Total for Est. Unit for Non-Scheduled Calls					Total for Est. Unit for Non-Scheduled Calls				
990.00						10					10				
\$ 89.00						\$ 80.00					\$ 125.00				
\$ 890.00						\$ 800.00					\$ 1,250.00				
500.00						250					250				
\$ 1.50						\$ 1.25					\$ 2.50				
\$ 375.00						\$ 312.50					\$ 625.00				
19,024.00						\$ 19,947.42					\$ 10,627.50				
\$ 21,196.00						\$ 21,196.00					\$ 21,196.00				



City of Fayetteville, Arkansas

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
115 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 28

Text File

File Number: 2014-0402

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 4

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2014-2015 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AWARD IN THE AMOUNT OF \$116,900.00, 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 acceptance of a 2014-2015 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$116,900.00.

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, recognizing this revenue.

City of Fayetteville Staff Review Form

2014-0402

Legistar File ID

10/7/2014

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

Greg Tabor

9/18/2014

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the FY2015 Selective Traffic Enforcement Project (STEP) grant award and budget adjustment in the amount of \$116,900.

Budget Impact:

1010.2920.various		General	
Account Number		Fund	
38067-1415		Police STEP Grant 2014-2015	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 70,311.00
		Funds Obligated	\$ 47,089.33
		Current Balance	\$ 23,221.67
Does item have a cost?	NA	Item Cost	
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 116,900.00
		Remaining Budget	\$ 140,121.67

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

DATE: September 18, 2014

SUBJECT: FY2015 Selective Traffic Enforcement Program (STEP) Grant Award

RECOMMENDATION:

Due to the many positive results, staff recommends approval of the FY2015 Selective Traffic Enforcement Program (STEP) Grant Award and budget adjustment in the amount of \$116,900. If you should have any comments or questions regarding this grant award, please contact myself or Captain Turberville at extension 500.

BACKGROUND:

The Fayetteville Police Department has participated in STEP every year since its inception in 1998. For seventeen (17) years, we have partnered through grant funding with the Arkansas Highway Safety Office in an effort to reduce the total number of motor vehicle crashes, injuries and fatalities. Our primary strategy for reaching our mutual goals is through dedicated and diligent enforcement of occupant protection and DWI/DUI laws. This is accomplished by dedicating patrol officer(s) to monitor STEP activity for a given period of time in a known problem area. In addition to increased law enforcement, this grant funding allows us to participate in directed DWI patrols, Click It or Ticket protection mobilizations, purchase additional equipment, provide child safety seat checkpoints, and a loaner child safety seat for those in need.

DISCUSSION:

The FY2015 STEP Grant Award is based on local in-kind match of expenses and an award of \$101,900 in federal and \$15,000 in state grant funding. Local matching funds are only required on the federal funding portion and the state funding is considered local match resulting in a total of \$86,900 for Fayetteville's local in-kind match. In-kind expenses are defined as on-duty regular patrol shift hours dedicated to STEP activity; furthermore, this grant will reimburse the City for overtime hours dedicated to STEP activity. The grant period for this award runs from October 1, 2014 to September 30, 2015. STEP is a very important program and funding source for the Fayetteville Police Department. Through dedicated STEP activity during our shift hours, our Department can meet the in-kind matching funds required of this grant award. Furthermore, the loss of this grant funding would have an adverse effect on community safety.

BUDGET/STAFF IMPACT:

In-kind expenses in the amount of \$86,900 are budgeted annually within our operating budget and \$15,000 will be provided by the State for total matching funds of \$101,900. Our salary expense will not increase; patrol officers will perform matching STEP activities while on duty. Furthermore, no additional officers are required within the STEP grant.

Attachments:

Budget Adjustment
FY2015 STEP Grant Award Documents

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
Page 5 of 28

Budget Year 2014	Division: Police Dept.: Police Requestor: Willie Newman	Adjustment Number
--------------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish revenue and expense budget in recognition of the FY2015 Selective Traffic Enforcement Project (STEP) grant award.

RESOLUTION/ORDINANCE	COUNCIL DATE:	10/7/2014
	LEGISTAR FILE ID#:	2014-0402
	<i>Kevin Springer</i> 9/18/2014 4:00 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		116,900	116,900				v.20140829
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
1010.0001.4302.01	-	15,000	38067	1415	RE	State Grants - Operational	
1010.0001.4309.01	-	101,900	38067	1415	RE	Federal Grants - Operational	
1010.2920.5120.00	94,700	-	38067	1415	EX	Personnel Services - Contra	
1010.2920.5210.00	22,200	-	38067	1415	EX	Minor Equipment	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



Mike Beebe
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



Stan Witt
Director

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STOP) Grant
#28

FY 2015 HIGHWAY SAFETY SUBGRANT AGREEMENT OCCUPANT PROTECTION PROGRAM ALCOHOL & OTHER DRUGS COUNTERMEASURES PROGRAM SPEED ENFORCEMENT PROGRAM DISTRACTED DRIVING INCENTIVE GRANT PROGRAM

RECIPIENT

Fayetteville Police Department
100-A West Rock Street
Fayetteville, Arkansas 72701

GOVERNMENTAL UNIT

City of Fayetteville
100-A West Rock Street
Fayetteville, Arkansas 72701

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PROJECT NO.

OP-2015-03-02-10
SE-2015-13-01-10
M8DDLE-2015-08-02-10
M5X-2015-05-06-10

TYPE OF APPLICATION

Initial: _____
Revision: _____
Continuation: X

TAX ID NO. 71-6018462

PROJECT TITLE

Selective Traffic Enforcement Project

INITIAL PROJECT STARTING DATE

October 1, 1999

OPERATIONAL AREA OF PROJECT

City of Fayetteville

<u>COST CATEGORY</u>	<u>AMOUNT</u>			<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>		
Personal Services	\$94,700		\$86,900	From: 10-1-2014	From: 10-1-2014
Equipment	7,200			To: 9-30-2015	To: 9-30-2015
Maintenance & Operation					
Other Direct Costs		\$15,000			
Indirect Cost					
Administrative Costs					
Total	<u>\$101,900</u>	<u>\$15,000</u>	<u>\$86,900</u>	Total	<u>\$203,800</u>

FUNDING

SOURCE

AMOUNT

Federal

\$101,900

State

\$ 15,000

Local

\$ 86,900

Total

\$203,800

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AGREEMENT PREPARED BY:

TITLE:

ADDRESS:

PHONE:

FAX:

Nick Collins

Program Manager

Arkansas State Police

Highway Safety Office

1 State Police Plaza Drive

Little Rock, AR 72209

(501) 618-8137

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PROBLEM AND GOALS

BACKGROUND

The State of Arkansas is taking increased steps to address safety on the State's roadways as part of an effort to implement innovative strategies to reduce traffic fatalities throughout the State. The Arkansas Highway Safety Office (AHSO) considers safety issues by focusing on behavioral aspects at the driver level. The goal is to reduce highway fatalities by better identifying driver behaviors that cause fatal crashes, implementing programs to address those behaviors and targeting locations where fatal crashes occur.

Based on a five-year average (2008 – 2012), 574 people lose their lives each year on Arkansas roadways. In 2012, there were 552 total traffic fatalities compared to 551 the previous year. Over the same five years, alcohol-related fatalities (fatalities involving a driver or motorcycle operator with a BAC of .08 or greater) averaged 164 per year. There were 143 alcohol-related fatalities in 2012.

An additional area of concern is occupant protection where in 2012 there were 207 unrestrained passenger vehicle occupant fatalities. In 2012, Arkansas' safety belt use rate was 71.9%, while the National use rate stood at 86%. Arkansas' safety belt use rate rose to 76.7% in 2013.

Also of concern are speed-related fatalities where in 2012, 76 people died as a result of speed-related crashes.

Strict enforcement of the State's traffic laws, through Selective Traffic Enforcement Projects (STEP), has been proven effective in reducing traffic crashes and fatalities. The State will continue to use this strategy to address its traffic safety problems.

PROBLEM STATEMENT

The city of Fayetteville is a community of 72,208 residents having a geographical size of 43.40 square miles. The cities posted 30 traffic fatalities from 2008 through 2012 and of those 12 were alcohol-related and four were speed-related. A seat belt use rate of 91% was recorded in 2013.

In October, 1998 the Fayetteville Police Department began a proactive approach to collision reduction which included implementation of the STEP through a grant with the AHSO. The Department wishes to continue to operate aggressive and sustained selective traffic enforcement, as well as, participate in the State's Impaired Driving, Seat Belt, and Distracted Driving mobilizations/campaigns.

GOALS

The overall goal of this project is to reduce the number of traffic-related crashes and fatalities by conducting a Selective Traffic Enforcement Project in Fayetteville. The goal for each component of this project is as follows:

Alcohol Component (Section 405) - Reduce the annual number of alcohol-related crashes from 176 and alcohol-related fatalities from 1 as recorded in 2012.

Seat Belt Component (Section 402) - Increase seat belt use from 91% as recorded in 2013.

Speed Component (Section 402) - Reduce the annual number of speed-related crashes from 60 and maintain the number of speed-related fatalities at 0 as recorded in 2012.

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SCOPE OF WORK

SUMMARY OF PROJECT OBJECTIVES: This project's primary objectives are to achieve an average of three (3) vehicle stops per hour per officer during seat belt enforcement (with an emphasis on enforcement of occupant restraint laws); three (3) vehicle stops per hour per officer during speed enforcement; one (1) DWI/DUI arrest per eight (8) hours per officer during alcohol enforcement; and three (3) stops per hour during Distracted Driving enforcement (emphasis on enforcement of texting and cell phone laws). A public information and education program will support these objectives.

METHOD OF EVALUATION BY ASP/HSO

ADMINISTRATIVE: X
IMPACT EVALUATION: X By achievement of performance standards.

REIMBURSEMENT - ACTUAL COST ONLY

 ASP/AHSO will reimburse the recipient an amount equal to % of all eligible cost.

X ASP/AHSO will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:
Federal Funds: \$101,900
State Funds: \$ 15,000
2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:
(Date) 10-1-2014 to (Date) 9-30-2015
3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP/AHSO policy. (See Subgrant Agreement/Contract Terms).

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Failure to comply with applicable Federal statutes, regulations and directives may subject Sub-grantee officials to civil or criminal penalties and/or place the Sub-grantee in a high risk grantee status in accordance with 49 CFR 18.12.

Each fiscal year the Sub-grantee by signing this agreement acknowledges all provisions of these Certifications and Assurances and that the Sub-grantee complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR part 1200 -- Uniform Procedures for State Highway Safety Programs

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

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Non-Discrimination

The Sub-grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure non-discrimination in all of their programs and activities (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*) relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Sub-grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT).

The Sub-grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16 1997, the Grantee is encouraged to adopt and enforce on-the job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.Nhtsa.dot.gov. Additional resources are available from the Network of Employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashed caused by distracted driving including policies to ban text messaging while driving--
 - a. Company-owned or – rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as –
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ENVIRONMENTAL IMPACT

The authorizing official for this project has reviewed this agreement and hereby declares that no significant environmental impact will result from implementing this project. If, under a future revision, this project will be modified in such a manner that it would be instituted and could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517)

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Section 402 Requirements (as amended by Pub. L. 112-141)

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 percent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

The State Highway Safety Program provides for an evidence-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents (23 U.S.C. 402 (b)(1)(E))

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, and the Sub-grantee will support these activities including:

- Participation in the National high-visibility law enforcement mobilizations,
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual statewide seat belt use survey in accordance with 23 CFR Part 1340 for the measurement of State safety belt use rates;
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in section 23 U.S.C. 148 (a). 148(a). (23 U.S.C. 402 (b)(1)(F))

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Law enforcement agencies only- the Subgrantee is hereby encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

Other Federal Requirements

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21.

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.21. The Sub-grantee will comply with this provision.

The Subgrantee will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.

AUDIT REQUIREMENTS

The recipient will arrange for an organization-wide financial and compliance audit, if required by OMB Circular A-133, within the prescribed audit reporting cycle. The audit report must separately identify highway safety funds from other Federal funds. One (1) copy of the report will be furnished to the Arkansas State Police Highway Safety Office (ASP-HSO) within three months of the report date. Failure to furnish an acceptable audit as determined by the cognizant Federal audit agency may be a basis for denial and/or refunding of Federal funds. A copy of A-133 is available on request. The recipient has been made aware of audit requirements. **The recipient is required to inform the ASP-HSO if subject to A-133 audit requirements.**

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WORK STATEMENT

- A. The recipient, Fayetteville Police Department, in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving highway safety, hereby agrees to pursue the achievement of the following objectives:
1. Appoint a Project Coordinator to be a liaison between the recipient and the (AHSO) and to be responsible for coordinating selective enforcement activities and financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from local funds.
 2. Ensure that the Project Coordinator, or designee, has successfully completed the Arkansas Highway Safety Office Project Management Course if offered. This course will provide information and updates on State, Federal and Highway Safety Office policies and procedures. Travel, meals and lodging will be reimbursed for eligible participants. Participants will be notified of the specific dates and location of this course.
 3. Ensure that agency maintains an enforced seat belt policy and provides the AHSO a copy of any revisions to the policy.
 4. Conduct selective enforcement of the State's seat belt, driving while intoxicated (DWI)/driving under the influence (DUI), distracted driving (texting and cell phone use laws), speed limit, child passenger protection and motorcycle helmet laws. Officers are to ensure compliance with the State's seat belt and child restraint laws during all vehicle stops. Enforcement should target locations where fatal/serious injury crashes are occurring.
 5. **Seat belt enforcement** (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of seat belt and child restraint laws. The primary reason for stops shall be for unrestrained vehicle occupants. Therefore, the majority of vehicle stops and citations written shall be for seat belt and/or child restraint violations. The goal of seat belt enforcement is to raise seat belt use; therefore, seat belt citations versus warnings are expected. **Speed enforcement** (from 6:00 a.m. until 9:00 p.m.) will emphasize speed violations. It may be conducted throughout the year, but is limited to the amount of funds budgeted to speed enforcement. **DWI/DUI enforcement** will start no earlier than 9:00 p.m. and end no later than 6:00 a.m. any day of the week provided the performance standard in Work Statement 6 is met. **Distracted Driving enforcement** (from 6:00 a.m. until 9:00 p.m.) will emphasize enforcement of texting and cell phone laws and may only be conducted during the Distracted Driving mobilization referenced in Work Statement 7. The AHSO retains the right to limit or modify enforcement hours and days at its discretion and as necessary to meet performance compliance requirements. Officers working on the project are expected to enforce all the laws cited in this agreement during seat belt, speed, distracted driving and DWI/DUI enforcement. **Participating officers are expected to average two vehicle stops per hour when not actively processing a DWI arrest during DWI enforcement.**

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
Page 20 of 28

WORK STATEMENT

6. **Performance standards for the project and individual participating officers are as follows:**

<u>Seat Belt/Speed</u>	<u>DWI/DUI</u>	<u>Distracted Driving</u>
Average 3 stops per hour per officer	Average 1 arrest per 8 hours per officer	Average 3 stops per hour per officer

7. Participate in two (2) Seat Belt, three (3) DWI/DUI, and one (1) Distracted Driving mobilization during the project period. Must participate in the public information and education (PI&E) activities (press conferences/news releases) in conjunction with the mobilization activities. An informal seat belt survey conducted by the agency will also precede and follow each seat belt mobilization for evaluation purposes.

The mobilizations dates are as follows:

- State Thanksgiving Seat Belt Mobilization - November 24 - 30, 2014
- National Winter DWI Mobilization - December 12, 2014 - January 1, 2015*
- State Distracted Driving Mobilization - April 13 - 19, 2015
- National Memorial Day Seat Belt Mobilization - May 18 - 31, 2015
- State July 4th Holiday DWI Mobilization - June 29 - July 5, 2015
- National Labor Day DWI Mobilization - August 21 - September 7, 2015*

Note: Dates are subject to change.

*Conduct checkpoints and/or saturation patrols on at least four nights during the National DWI mobilizations.

Participation in all State and National Mobilizations is a required activity of this grant agreement. Project activity should be managed to ensure that sufficient funds are available to participate in these mobilizations. The amount of speed enforcement conducted by the project is limited to the SE funds budgeted. 405M8DDLE funds are designated exclusively for the Distracted Driving Mobilization. Submit a mobilization report within 15 days after a mobilization period in accordance with the format provided by the AHSO. Agency is urged to participate in sobriety checkpoints and/or saturation patrols during all DWI/DUI mobilizations.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

8. Conduct other PI&E activities to support the objectives of this project. These activities will include, but are not limited to, issuing a news release at the beginning of the project period to notify the community of the project activities, conducting a minimum of two media exposures for each mobilization e.g., news conferences, news releases, interview, reporter ride-along and participating in a minimum of two (2) other community activities e.g., community events, health fairs, booths, civic/school/employer presentations during the year.
9. The only costs eligible for reimbursement are selective enforcement (which includes officer pay and applicable benefits), child safety seats (see Work Statement 10) and pre-approved equipment (see Work Statement 11). The recipient will be reimbursed for officers working selective traffic enforcement at a rate that does not exceed one and one-half times the officer's regular hourly rate. Reimbursement is limited to one officer per patrol vehicle. Officers may also be compensated at the selective enforcement rate for hours spent conducting seat belt surveys associated with mobilizations and time spent working at clinics associated with the proper installation of child safety seats. Hours spent conducting seat belt surveys, participating in sobriety checkpoints, or working at child safety seat clinics will not be used when calculating enforcement performance and should be reported separately on the supplemental monthly report form. Officers compensated through this agreement shall work strictly within the scope of this project while performing duties in connection with and being funded by this agreement. Hours worked on and compensated through this agreement must not supplant (be a substitute for) regular officer hours and pay. Routine patrol functions, including crash investigations, will be assigned to personnel on regular duty. Should a project officer become involved in routine patrol functions while conducting selective enforcement, the officer will be compensated from other funds. ***No part-time personnel can be compensated through this agreement.*** **Note: Consistent with federal guidelines officers working Selective Enforcement should be compensated in accordance with recipient overtime policy and nothing in this agreement should be interpreted as authority to violate agency policy. Submit to the AHSO any revisions to agency overtime policy within 30 days of the effective date of the revision.**
10. If child safety seats are an approved budget line item on the invoice forms, purchase and loan child safety seats in accordance with AHSO policy. Seats must be purchased no later than February 28, 2015. Invoices for the seats must be submitted to the AHSO within 30 days of purchase. All purchases must be in compliance with federal, state and local purchasing laws and regulations.
11. If equipment is an approved budget line item on the invoice forms, purchase the following equipment to assist with the enforcement effort: **10 Portable Breath Testers** at an estimated cost of **\$4,500.00** and **One Handheld Electronic Ticketing System** at an estimated cost of **\$2,700.00** to be used during overtime traffic enforcement. Priority use of this equipment shall be given to those officers actively working STEP enforcement. Assurance is provided herein that throughout the life expectancy of this equipment, it will be used for the purposes expressed or implied in this agreement. All purchases must be in compliance with federal, state and local purchasing laws and regulations and if applicable, be listed on the National Highway Traffic Safety Administration's current Conforming Products List of Evidential Breath and Speed Measurement Devices. **ALL equipment purchases must be pre-approved in writing.**

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
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Program Grant (STEP) Grant
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WORK STATEMENT

12. Ensure that all officers working on this project have successfully completed the National Highway Traffic Safety Administration's approved courses on occupant protection usage and enforcement (OPUE) or traffic occupant protection strategies (TOPS) training and standardized field sobriety testing (SFST) during the project period.
13. Ensure that all officers working this project are familiar with Act 308 of 2009 (the amended mandatory seat belt law). Effective June 30, 2009, the Act makes a violation of the mandatory seat belt law a "primary" offense for enforcement purposes.
14. Ensure that all officers working on this project are familiar with Act 470 of 2001 (the amended "Child Passenger Protection Act"). Effective August 13, 2001, children under the age of fifteen (15) years must be restrained and any child under six (6) years of age and under sixty (60) pounds in weight must be restrained in a child safety seat. Violation of this Act is a primary offense, meaning that a vehicle may be stopped if there is probable cause to believe that the law is being violated.
15. Ensure that all officers working on this project are familiar with Act 561 of 2001 (the ".08 BAC law"). Persons arrested for violation of Arkansas Code Annotated 5-65-103 and 5-56-205 shall be determined to be DWI arrests. Youthful offenders arrested for violation of Arkansas Code Annotated 5-65-303 shall be determined to be DUI arrests.
16. Ensure that all officers working on this project are familiar with Acts concerning the use of the cell phone while driving: Act 181 of 2009, "Paul's Law" prohibiting the use of hand held cell phones for typing, texting, e-mail or accessing the internet while driving; Act 197 of 2009, limiting wireless telephone use by young drivers: Act 247 of 2009, prohibiting wireless telephone use by drivers under eighteen years of age and drivers who are at least eighteen but under twenty-one years of age from using handheld wireless telephones (allows drivers who are at least eighteen but under twenty one years of age to use hands-free wireless telephones or devices); and Act 37 of 2011, an act to improve the safety of highways and roads by prohibiting wireless telephone use in school zones and highway work zones.
17. Ensure department implements policies and internal controls to prevent fraud and misuse of grant funds.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
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WORK STATEMENT

18. Submit monthly reimbursement requests, local match reporting form and activity reports, including PI&E activities, along with a cover letter(s) by the 15th of the subsequent month in accordance with formats provided by the AHSO. Also include with the reimbursement requests as back-up supporting documentation, payroll summary sheets which accurately reflects payroll disbursed by the agency for STEP for the time period requested and invoices for any eligible items purchased i.e. child safety seats) along with proof of payment i.e. copy of the check. The summary sheets must record each officer who worked, dates they worked, number of hours worked for each date, regular and overtime pay rates, applicable fringe rates and be signed by both the project coordinator and an agency payroll or fiscal department representative. An Annual Project Activity Report will be submitted in accordance with the format provided by the AHSO. Include with the annual report a tabulation of local funds contributed (50% required) to this project. This annual report and the final reimbursement request are due within 30 days following the end of the project period. Final reimbursement will not be made until a satisfactory annual report is submitted.

19. Create a project file for maintaining the agreement and financial documents. The file will contain a copy of this agreement, agreement terms, related AHSO policies and procedures, policies or procedures of the recipient related to this project's activities, copies of monthly activity reports, AHSO STEP daily worksheets, reimbursement requests, payroll summary sheets outlined in Work Statement 18, other supporting financial documentation such as payroll printouts and invoices, a copy correspondence relating to the agreement, and documentation of public information activities. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement. Copies of time sheets, original AHSO STEP daily worksheets, and citations for all officers paid through this agreement must be kept in this file. Time sheets must have officer's and supervisor's signatures with attached supporting documents. AHSO STEP daily worksheets must be completed properly and have the officer's and a supervisor's signature to be eligible and approved for reimbursement.

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
Page 24 of 28

WORK STATEMENT

B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:

1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Sub-grantee Invoice Form.
2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.



**Arkansas State Police
Highway Safety Office
Subgrantee Invoice Form
FY 2015
Selective Traffic Enforcement Program**

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
Page 2



SUBGRANT #:		OP-2015-03-02-10		AWARD PERIOD:		10/1/14 - 9/30/15																																																																																					
		SE-2015-13-01-10		CFDA TITLE:		State & Community Highway Safety																																																																																					
		M8DDLE-2015-08-02-10		AWARD AMOUNT:		\$57,400.00																																																																																					
		M5X-2015-05-06-10		CFDA#:		20.600																																																																																					
				CFDA TITLE:		National Priority Safety Program																																																																																					
				AWARD AMOUNT:		\$44,500.00																																																																																					
				CFDA#:		20.616																																																																																					
EIN (Tax ID #):		71-6018462		TITLE:		Child Passenger Protection Fund (SCP)																																																																																					
				AWARD AMOUNT:		\$15,000.00																																																																																					
				CFDA#:		N/A																																																																																					
Request Period:																																																																																											
Project:																																																																																											
Subgrantee Name:																																																																																											
Mailing Address:																																																																																											
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Must include all equipment acquisitions of low value (500.00 - 4,999.99) or capital (5,000.00 or greater) and submit subgrantee low value and capital equipment inventory form with invoice form.
On behalf of the subgrantee listed above, I certify that the items for which payment is claimed were furnished under the authority of the law and in accordance with the terms of our grant with the Arkansas State Police, Highway Safety Program and that the charges are reasonable, proper, and no part of this claim has been paid.

Amount of this Request

Signature of Subgrantee:		Date:	
Title: Project Coordinator:			
Contact Person: Captain Robert Turberville		Contact Phone: 479-587-3500	

ARKANSAS STATE POLICE USE ONLY				OUTLINE AGREEMENT #:	
VENDOR #:		AGENCY CODE:	0960	DOC#:	
PO #:		GOODS REC.#:		MATERIAL #:	10119381
				AMOUNT:	
General Ledger #	Fund	Fund Center	Invoice / Reference #	Cost Center	IO/WBS
5100001000	SMP2003	1FJ		456708	F.0960.402-15-OP-001-S
5100001000	SMP2003	1FJ		456708	F.0960.402-15-SE-001-S
5100001000	SMP3021	1FJ		456729	F.0960.405-15-M8DDLE-S
5100001000	SMP3021	1FJ		456729	F.0960.405-15-M5X-001-S
5100001000	SCP0000	1FD		456714	NA
				TOTAL	

REVIEWED & APPROVED TO PAY BY:				DATE:	
Attach Completed Line Item Detail Sheet and Mail To:				Arkansas State Police	
				Highway Safety Office	
				#1 State Police Plaza Drive	
FAXED BILLS WILL NOT BE ACCEPTED				Little Rock, Arkansas 72209	



Arkansas State Police
Highway Safety Office
Line Item Details
FY 2015
Selective Traffic Enforcement Program

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
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Attach to Page 20

Project Name: Fayetteville Police Department
Selective Traffic Enforcement Project (STEP)

FOR THE PERIOD

Transfer
Totals to
Page 20

Overtime Selective Enforcement (402)

Seat Belt 402 OP

Speed 402 SE

Subtotal

Overtime Selective Enforcement (405)

DWI/DUI 405 M5X

Distracted Driving Mobilization 405M8DDLE

Subtotal

Child Safety Seats (State)

Item 1

Item 2

Item 3

Subtotal

Equipment

(10) Portable Breath Testers - 405 M5X

(1) Hand Held Ticketing System - 402 SE

TOTAL BILLED



Arkansas State Police
Highway Safety Office
Subgrantee Local Match Form
FY 2015

Selective Traffic Enforcement Program



SUBGRANT #	OP-2015-03-02-10	AWARD PERIOD	10/1/14 - 9/30/15			
	SE-2015-13-01-10					
	MIDDLE-2015-08-02-10					
	MSX-2015-05-06-10					
EIN (Tax ID #)	71-6018462					
Report Period:						
Project:	Selective Traffic Enforcement Project (STEP)					
Subgrantee Name:	City of Fayetteville			Telephone #:	479-587-3500	
Mailing Address:	100-A West Rock Street	Fayetteville	Arkansas	72701		
Budget Categories	Approved Budget	Revised Budget	YTD Previous Expenditures	Expenditures This Period	YTD Total Expenditures	Remaining Budget
Personal Services	\$59,961.00					\$59,961.00
Maintenance and Operations	\$26,939.00					\$26,939.00
Total	\$86,900.00		-	-		\$86,900.00

		Amount of this Report
Signature of Subgrantee:		
Date:		
Title: Project Coordinator		
Contact Person: Robert Turberville		Contact Phone: 479-587-3500

Arkansas State Police
Highway Safety Office
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

**ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT**

A. 4
2014-2015 Selective Traffic Enforcement
Program Grant (STEP) Grant
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ACCEPTANCE AND AUTHORIZATION TO PROCEED

It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU); Moving Ahead for Progress in the 21st Century (MAP-21); subsequent U.S. Department of Transportation funding reauthorization; and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 49 CFR Part 18 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement, acknowledge the certifications and assurances on pages 5 – 13 of this agreement, and provide such additional information as may be required.

A. SUBGRANT DIRECTOR

B. AUTHORIZING OFFICIAL

1. Signature: 
2. Name: Greg Tabor
3. Title: Chief of Police
4. Date: _____

1. Signature: _____
2. Name: Honorable Lioneld Jordan
3. Title: Mayor
4. Date: _____

Approval to proceed, effective 10-1-2014 to 9-30-2015 with committed Federal funds of \$101,900 and State funds of \$15,000, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

Director, Arkansas State Police
and
Governor's Highway Safety Representative

Date



City of Fayetteville, Arkansas

A. 5
Arkansas State Police Special
State Asset Forfeiture Grant
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 10

Text File

File Number: 2014-0409

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 5

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING ARKANSAS STATE POLICE SPECIAL STATE ASSET FORFEITURE GRANT IN THE AMOUNT OF \$36,069.00 FOR THE PURCHASE OF A COVERT CELLULAR WIRE AND TWO (2) UNDERCOVER DRUG ENFORCEMENT VEHICLES, 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 acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$36,069.00 for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles.

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, recognizing the revenue.

City of Fayetteville Staff Review Form

2014-0409

Legistar File ID

10/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

9/18/2014

Police /

Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a grant award from the Arkansas State Police Special State Assets Forfeiture Fund and budget adjustment in the amount of \$36,069 for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles.

Budget Impact:

2930-2960-various		Drug Enforcement	
Account Number		Fund	
33031.1401		Police ASP Special State Grants	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	NA	Item Cost	\$ -
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 36,069.00
		Remaining Budget	\$ 36,069.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Grant#: SSAFF15

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

DATE: September 18, 2014

SUBJECT: 2014 Arkansas State Police Special State Asset Forfeiture Grant Award

RECOMMENDATION:

Staff recommends approval of a grant award from the Arkansas State Police (ASP) Special Assets Forfeiture Fund and budget adjustment in the amount of \$36,069 for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles.

BACKGROUND:

Every two years, as funds accumulate in the Special Assets Forfeiture Fund, the Arkansas State Police open grant opportunities for the purpose of drug enforcement to eligible applicants. Pursuant to Arkansas Code 5-64-505(i), any money deposited into the Special Assets Forfeiture Fund is considered federal forfeiture funds. Federal forfeiture funds have limited uses specific to law and drug enforcement operations, and applicants must be in compliance with the Department of Justice Equitable Sharing Program.

DISCUSSION:

These grant funds will be used to purchase a covert cellular wire and two (2) undercover vehicles dedicated to drug enforcement activities. The purchase of a covert cellular wire will allow investigators to conduct safer and more productive undercover narcotics purchases. This cellular technology provides numerous technological advances over a traditional body wire that operates utilizing radio frequencies. A traditional body wire limits the range at which officers can listen to an ongoing covert operation. This purchase would allow numerous officers to listen to an operation from varying distances. This creates a safer environment for undercover officers and/or confidential informants.

Undercover vehicles are used vehicles essential to drug enforcement operations through surveillance, purchase of evidence/information, and meeting with confidential informants. We have found it necessary to trade our undercover vehicles every three years in order to maintain covertness and dependability. These two vehicles will enable two member agencies of the Task Force to trade older vehicles for newer used vehicles. The proposed \$15,000 per vehicle plus the trade-in value of existing vehicles will meet the undercover needs of our Task Force.

BUDGET/STAFF IMPACT:

This is a non-matching grant. There is no effect on our local budget or staffing.

Attachments:

Budget Adjustment
Grant Award Documents

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2014	Division: Police Dept.: Police Requestor: Willie Newman	Adjustment Number
--------------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize grant award from the Arkansas State Police Special State Assets Forfeiture Fund for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles.

Grant ID# SSAFF15

RESOLUTION/ORDINANCE	COUNCIL DATE:	10/7/2014
	LEGISTAR FILE ID#:	2014-0409
	<i>Kevin Springer</i> 9/19/2014 3:27 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		36,069	36,069				v.20140829
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
2930.0993.4302.00	-	30,000	33031	1401	RE	State Grants - Capital	
2930.0993.4302.01	-	6,069	33031	1401	RE	State Grants - Operational	
2930.2960.5210.00	6,069	-	33031	1401	EX	Minor Equipment	
2930.2960.5802.00	30,000	-	33031	1401	EX	Vehicles And Equipment	
	-	-					
	-	-					
	-	-					
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	-	-					
	-	-					
	-	-					

Please find enclosed an Award Letter and Memorandum of Understanding.
Each document must be signed within seven (7) days and returned to:

Arkansas State Police
Attn: Karen Perry
1 State Police Plaza Dr
Little Rock, AR 72209

Please contact Karen Perry @ (501) 618-8320 for questions.



Mike Beebe
Governor

State of Arkansas

A. 5
Arkansas State Police Special
State Asset
Page 7 of 10



Stan Witt
Director

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Arkansas State Police Special State Asset Forfeiture Grant Award

Application Organization's Name: 4th Judicial District Drug Task Force

Grant #: SSAFF15

Vendor #: 800000339

Agency Name: 4th Judicial District Drug Task Force

Address: 101 West Rock Street

City, State, Zip Code: Fayetteville, AR 72701

Telephone: (479) 587-3500

Award Start Date: 07/01/2014

Award End Date: 05/31/2015

Award Amount: \$36,068.08

Stan Witt

Colonel Stan Witt
Director

9/15/14
Date

Agency Director

Date

ARKANSAS STATE POLICE COMMISSION

Daniel "Woody" Futrell
Chairman
Nashville

Wallace Fowler
Vice-Chairman
Jonesboro

Frank Guinn, Jr.
Secretary
Paragould

Dr. Lewis Shepherd
Arkadelphia

John Allison
Conway

Bob Burns
Little Rock

Jane Dunlap Christenson
Harrison

Arkansas State Police
Special State Assets Forfeiture Fund
1 State Police Plaza Drive
Little Rock, AR 72209

MEMORANDUM OF UNDERSTANDING

In accordance with Act 830 of the 2007 session of the Arkansas 86th General Assembly the Arkansas State Police was charged with the responsibility of disbursing moneys from the Special State Assets Forfeiture Fund and federal forfeitures.

Pursuant to the foregoing authority, the Arkansas State Police has established the Special State Assets Forfeiture Fund Committee to award funds, which in the Committee's opinion, will best facilitate drug enforcement operations.

In accordance with the foregoing a joint agreement between the Arkansas State Police and the 4th Judicial District Drug Task Force is entered for a period of July 1, 2014 through May 31, 2015.

The recipient of the awarded funds agrees to maintain records and receipts for items purchased with the grant funds and will furnish copies of all receipts to the Arkansas State Police by the 10th day of the month following the expenditure.

Any modification or changes above 10% to the grantee's approved budget must be authorized by the Arkansas State Police before expenditures for the changes can be made. Any awarded funds not expended during the period set out in the preceding paragraph and in accordance with grantee's budget or approved changes shall be refunded to the Arkansas State Police by 4:30 p.m. May 31, 2015.

The awarded funds are subject to audit by the Arkansas State Police and/or the Department of Legislative Audit. All documents must be retained for a period of three (3) years. Misuse of these funds will result in the 4th Judicial District Drug Task Force reimbursing the Arkansas State Police for the funds awarded.

The following items will NOT be considered for funding and any funds awarded should not be used for these items:

- Salaries, over time, fringe benefits related to salaries
- Contractual services, and travel related expenditures
- Electronic Immobilization Devices
- Drug Court Programs
- Real Estate
- Vessel or Aircraft
- Construction Projects
- Buy Money

This MOU shall remain in full force and effect beginning on the date of signature and continuing for the duration of the current agreement period.

SIGNATURES



Colonel Stan Witt
Director
Arkansas State Police

Date: 9/15/14

Lioneld Jordan, Mayor
4th Judicial District Drug Task Force

Date: _____

**Arkansas State Police
Special State Asset
Forfeiture Grant
Approved Items**

A. 5
Arkansas State Police Special
State Asset Forfeiture Grant
Page 10 of 10

Organizational Unit	Qty	Price	Total	Amount Awarded
Covert Cellular Wire	1	6,068.08	6,068.08	
Undercover Drug Enforcement Vehicles	2	15,000.00	30,000.00	
4th Judicial District DTF				36,068.08



City of Fayetteville, Arkansas

A. 6
Bid #14-52 Teeco Safety, Inc.
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316

Text File

File Number: 2014-0405

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 6

A RESOLUTION TO AWARD BID #14-52 TO TEECO SAFETY, INC., TO AUTHORIZE THE IMMEDIATE PURCHASE OF TWELVE (12) REPLACEMENT TACTICAL BODY ARMOR VESTS FOR EMERGENCY RESPONSE TEAM OFFICERS IN THE AMOUNT OF \$23,580.00 PLUS APPLICABLE TAXES, AND TO AUTHORIZE THE PURCHASE OF BODY ARMOR VESTS AS NEEDED THROUGH 2019 FOR USE BY THE POLICE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-52 to Teeco Safety, Inc. and authorizes the immediate purchase of twelve (12) replacement tactical body armor vests for emergency response team officers from in the amount of \$23,580.00 plus applicable taxes, and further authorizes the purchase of body armor vests as needed through 2019 for use by the Fayetteville Police Department.

City of Fayetteville Staff Review Form

2014-0405

Legistar File ID

10/7/2014

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

Greg Tabor

9/18/2014

Police /
 Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Award Bid #14-52 to low bidder, Teeco Safety, Inc., with approval of the immediate purchase of twelve (12) replacement tactical body armor vests for our Emergency Response Team (ERT) officers in the amount of \$23,580 plus applicable taxes and authorize Teeco Safety, Inc. to be our body armor vest supplier for the next five (5) year period.

Budget Impact:

4470-9470-5210.00; 1010-2920-5210.00

Sales Tax Capital/General

Account Number

Fund

13011-1; 37042-2014; 33045-1

Bulletproof Vests

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 146,989.00

Funds Obligated \$ 24,024.43

Current Balance \$ 122,964.57

Does item have a cost? Yes

Item Cost \$ 23,580.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 99,384.57

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

DATE: September 18, 2014

SUBJECT: Award Bid #14-52 to Teeco Safety, Inc. for Body Armor Vests

RECOMMENDATION:

Staff recommends award of Bid #14-52 to low bidder, Teeco Safety, Inc., with approval of the immediate purchase of twelve (12) replacement tactical body armor vests for our Emergency Response Team (ERT) officers in the amount of \$23,580 plus applicable taxes and future body armor vest purchases as required for the next five years.

BACKGROUND:

The Fayetteville Police Department provides a body armor vest for each law enforcement officer and tactical body armor for each ERT member. Each body armor vest carries a five (5) year warranty and are replaced when the warranty expires. The existing tactical body armor vests for our ERT officers were purchased on November 6, 2009.

DISCUSSION:

In addition to the twelve (12) tactical body armor vests to be purchased immediately, the Police Department is scheduled to replace 74 body armor vests when their warranty expires in early 2015. Formal bid #14-52 includes pricing for all body armor vests and trauma plates used within the Police Department. Teeco Safety, Inc. is the low bidder on Bid #14-52 and will be our body armor vest supplier for the upcoming five (5) year period.

BUDGET/STAFF IMPACT:

Funding for this purchase is currently budgeted within the Bulletproof Vest Partnership Grant (project #37042-2014), Police Bulletproof Vests (CIP project #13011-1), and PD Law Enforcement State Forfeitures (project #33045-1). There is no impact on current staffing levels as a result of this purchase.

Attachments:

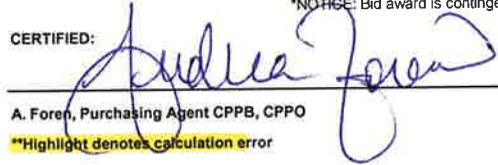
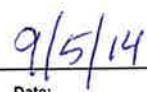
Official Bid Tabulation – Bid #14-52, Ballistic Vests
Purchase Order



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 14-52, Ballistic Vests
Friday, September 5, 2014

Item	BIDDERS														
	Body Armour			CPR Savers & First Aid Supply			Cruse Uniforms & Equipment			Galls LLC			Teeco Safety		
	Est Qty	Price Ea	Total Price	Est Qty	Price Ea	Total Price	Est Qty	Price Ea	Total Price	Est Qty	Price Ea	Total Price	Est Qty	Price Ea	Total Price
A1 - Ballistic Vest	74	x \$ 867.60 = \$	64,202.40	74	x \$ 1,026.00 = \$	75,924.00	74	x \$ 777.00 = \$	57,498.00	74	x \$ 864.000 = \$	63,936.00	74	x \$ 689.000 = \$	50,986.00
	Mfg: Point Blank Model: Alpha Elite AX111A			Mfg: Point Blank Model: BYAB11-AX111A			Mfg: Second Chance Model: BA-3A00S-SM02			Mfg: Point Blank Model: Alpha Elite AX111A			Mfg: Point Blank Model: HI LITE AX111A		
A2 - Trauma Plate, Size 5" x 7"	20	x \$ 56.10 = \$	1,122.00	20	x \$ 110.40 = \$	2,208.00	20	x \$ 70.00 = \$	1,400.00	20	x \$ 68.800 = \$	1,376.00	20	x \$ 58.000 = \$	1,160.00
	Mfg: Paraclete Model: Speed Plate			Mfg: Point Blank Model: Special Threat			Mfg: Protech Model: Impac HT			Mfg: Protective Products Ent. Model: 10025-5x7			Mfg: Paraclete Model: Speed Plate		
A3 - Trauma Plate, Size 5" x 8"	27	x \$ 60.78 = \$	1,641.06	27	x \$ 122.40 = \$	3,304.80	27	x \$ 70.00 = \$	1,890.00	27	x \$ 74.530 = \$	2,012.31	27	x \$ 62.000 = \$	1,674.00
	Mfg: Paraclete Model: Speed Plate			Mfg: Point Blank Model: Special Threat			Mfg: Protech Model: Impac HT			Mfg: Protective Products Ent. Model: PLT012ECRN5x8			Mfg: Paraclete Model: Speed Plate Model: _____		
A4 - Trauma Plate, Size 7" x 9"	27	x \$ 76.67 = \$	2,070.09	27	x \$ 163.20 = \$	4,406.40	27	x \$ 80.00 = \$	2,160.00	27	x \$ 94.030 = \$	2,538.81	27	x \$ 66.000 = \$	1,782.00
	Mfg: Paraclete Model: Speed Plate			Mfg: Point Blank Model: Special Threat			Mfg: Protech Model: IMPAC HT			Mfg: Protective Products Ent. Model: 10025-7x9			Mfg: Paraclete Model: Speed Plate		
A5 - Tactical Vest Carrier	29	x \$ 112.91 = \$	3,274.39	29	x \$ 255.59 = \$	7,412.11	29	x \$ 140.00 = \$	4,060.00	29	x \$ 124.750 = \$	3,617.75	29	x \$ 108.000 = \$	3,132.00
	Mfg: Point Blank Model: R20D			Mfg: American Body Armor Model: ABA-TAC1-PKT			Mfg: Second Chance Model: TAC POCKET			Mfg: Point Blank Model: R20D-MOM011E			Mfg: Point Blank Model: R20-D Standard		
SECTION A SUB TOTAL	\$		72,309.94	\$		93,255.31	\$		67,008.00	\$		73,480.87	\$		58,734.00
B6 - Rapid Assault Vests	12	x \$ 2,057.58 = \$	24,690.96	12	x \$ 2,013.59 = \$	24,163.08	12	x \$ 2,190.00 = \$	26,280.00	12	x \$ 2,279.57 = \$	27,354.84	12	x \$ 1,965.0000 = \$	23,580.00
	Mfg: Point Blank Model: RAM1 AX111A Ballistics			Mfg: Point Blank Model: PB-TVRAMP111A			Mfg: Protech Model: BA-3A00S-SM01			Mfg: Point Blank Model: Alpha Elite AX111A			Mfg: Point Blank Model: RAM-1 AX111A		
Total Base Bid:	\$		97,000.90	\$		117,418.39	Total Base Bid:	\$	93,288.00	Total Base Bid:	\$	100,835.71	Total Base Bid:	\$	82,314.00

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

CERTIFIED:   
A. Foren, Purchasing Agent CPPB, CPPO
Witness
Date: 9/5/14

**Highlight denotes calculation error

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: Bid #14-52 Teeco Safety, Inc. 10/7/2014			
							P.O Number:			
Vendor #: 13839		Vendor Name: Teeco Safety, Inc					Mail ☐ Yes ☒ No		Legistar#: 20141-0405	
Address: 1360 Grimmet Dr					FOB Point:		Taxable ☒ Yes ☐ No			
City: Shreveport			State: LA		Zip Code: 71107	Ship to code:	Quotes Attached ☒ Yes ☐ No		Expected Delivery Date:	
Requester: Willie Newman					Requester's Employee #: 2888		Extension: 3579			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Point Blank RAM-1 AXIIIA	12	ea	982.50	\$11,790.00	1010.2920.5210.00		37042-2014		
2	Point Blank RAM-1 AXIIIA	12	ea	689.62	\$8,275.44	4470-9470-5210.00		13011-1		
3	Point Blank RAM-1 AXIIIA	12	ea	292.88	\$3,514.56	1010.2920.5210.00		33045-1		
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions: Per Formal Bid #14-52, presented to City Council on 10/07/2014.							Subtotal: \$23,580.00			
							Tax: \$0.00			
							Total: \$23,580.00			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



City of Fayetteville, Arkansas

A. 7
Bid #14-53 Cameron Bridge Works, LLC
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 6

Text File

File Number: 2014-0403

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 7

A RESOLUTION TO AWARD BID #14-53 AND AUTHORIZE THE PURCHASE OF A PREFABRICATED STEEL BRIDGE FROM CAMERON BRIDGE WORKS, LLC OF ELMIRA, NEW YORK IN THE AMOUNT OF \$53,991.00 PLUS APPLICABLE TAXES FOR INSTALLATION OVER TOWN BRANCH CREEK AS PART OF THE FRISCO TRAIL EXTENSION

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 #14-53 and authorizes the purchase of a prefabricated steel bridge from Cameron Bridge Works, LLC of Elmira, New York in the amount of \$53,991.00 plus applicable taxes for installation over Town Branch Creek as part of the Frisco Trail extension.

City of Fayetteville Staff Review Form

2014-0403

Legistar File ID

October 7th, 2014

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

Matt Mihalevich

9/19/2014

Engineering /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff requests approval of the purchase of a prefabricated steel trail bridge from Cameron Bridge Works in the amount of \$53,991.00 plus sales tax of \$5,264.12 for a total purchase price of \$59,255.12 using bid #14-53 for installation over the Town Branch Creek as part of the extension of the Frisco Trail to Town Branch Trail.

Budget Impact:

4470.9470.5814.05	Trail Development / Sales Tax Capital Imp.		
Account Number	Fund		
02016.1302	Town Branch Trail (Walker Park to 71B)		
Project Number	Project Title		
Budgeted Item? Yes	Current Budget	\$	640,154.00
	Funds Obligated	\$	-
	Current Balance	\$	640,154.00
Does item have a cost? Yes	Item Cost	\$	59,255.12
Budget Adjustment Attached? NA	Budget Adjustment		
	Remaining Budget	\$	580,898.88

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7TH 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: September 19th, 2014

SUBJECT: Town Branch Trail Bridge Purchase

RECOMMENDATION:

Approval of the purchase of a prefabricated steel trail bridge from Cameron Bridge Works in the amount of \$53,991.00 plus sales tax of \$5,264.12 for a total purchase price of \$59,255.12 using bid #14-53 for installation over the Town Branch Creek as part of the extension of the Frisco Trail to Town Branch Trail.

BACKGROUND:

The City in-house trail construction crew will soon begin construction of a 0.8 mile long extension of the Frisco Trail through Walker Park and south of 15th Street where it will cross a bridge over Town Branch Creek to connect to the recently completed section of the Town Branch Trail near South School.

DISCUSSION:

The trail bridge will be 88 feet in length and constructed of maintenance free weathering steel to match the other trail bridges throughout the City. In addition, the bridge will have a large bowstring arch for enhanced aesthetic.

BUDGET/STAFF IMPACT:

Seven bidders responded to the request for formal bids, Cameron Bridge Works was low bidder – see attached bid tabulation. Funding for the bridge purchase has been budgeted through the Trail Development Capital Improvement Program.

Attachments:

Staff Review Form
Frisco and Town Branch Trails Map
Bid Tabulation 14-53
Cameron Bridge Works - Purchase Requisition

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Bid # 14-53 Cameron Bridge Works, LLC		Date: 9/17/2014		Page 4 of 6
							P.O Number:				
Vendor #: 24878			Vendor Name: Cameron Bridge Works				Mail ☐ Yes ☐ No		Legistar#: 2014-0403		
Address:				FOB Point:		Taxable ☐ Yes ☐ No					
City:			State:		Zip Code:	Ship to code: 104	Quotes Attached ☐ Yes ☐ No		Expected Delivery Date:		
Requester: Tandi Taylor					Requester's Employee #: 3062		Extension: 8228				
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #		
1	Town Branch Trail Bridge	1	1	53,991.00	\$53,991.00	4470.9470.5814.05	02016.1302				
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: \$53,991.00				
							Tax: \$5,264.12				
							Total: \$59,255.12				
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____											



City of Fayetteville, Arkansas
 Purchasing Division
OFFICIAL BID TABULATION
Bid 14-53, Town Branch Trail Bridge
 Thursday, September 11, 2014 at 3:00 PM

Bidder	88 Foot Simple Span Bowstring Arch Truss Bridge				
	Est. Qty		Price Per Unit	Total Price	
Art Thureson Inc	1	x	\$ 87,700.00	=	\$ 87,700.00
Big R Bridge	1	x	\$ 105,435.00	=	\$ 105,435.00
Cameron Bridge Works	1	x	\$ 53,991.00	=	\$ 53,991.00
Contech Engineered Solutions LLC	1	x	\$ 86,892.00	=	\$ 86,892.00
Excel Bridge Company	1	x	\$ 105,900.00	=	\$ 105,900.00
Pioneer Bridges	1	x	\$ 61,378.00	=	\$ 61,378.00
Wheeler Lumber LLC	1	x	\$ 59,400.00	=	\$ 59,400.00

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

CERTIFIED:

P. Vice

C. Ref

9-11-14

P. Vice, Purchasing Manager

Witness

Date

1/2 Mile Frisco Trail Extension
Completed Spring 2014

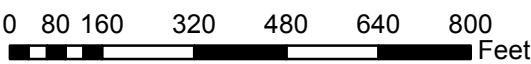
Proposed Frisco Trail &
Town Branch Trail - 0.80 Miles
Start Construction September 2014

1/2 Mile Town Branch Trail
Completion Fall 2014

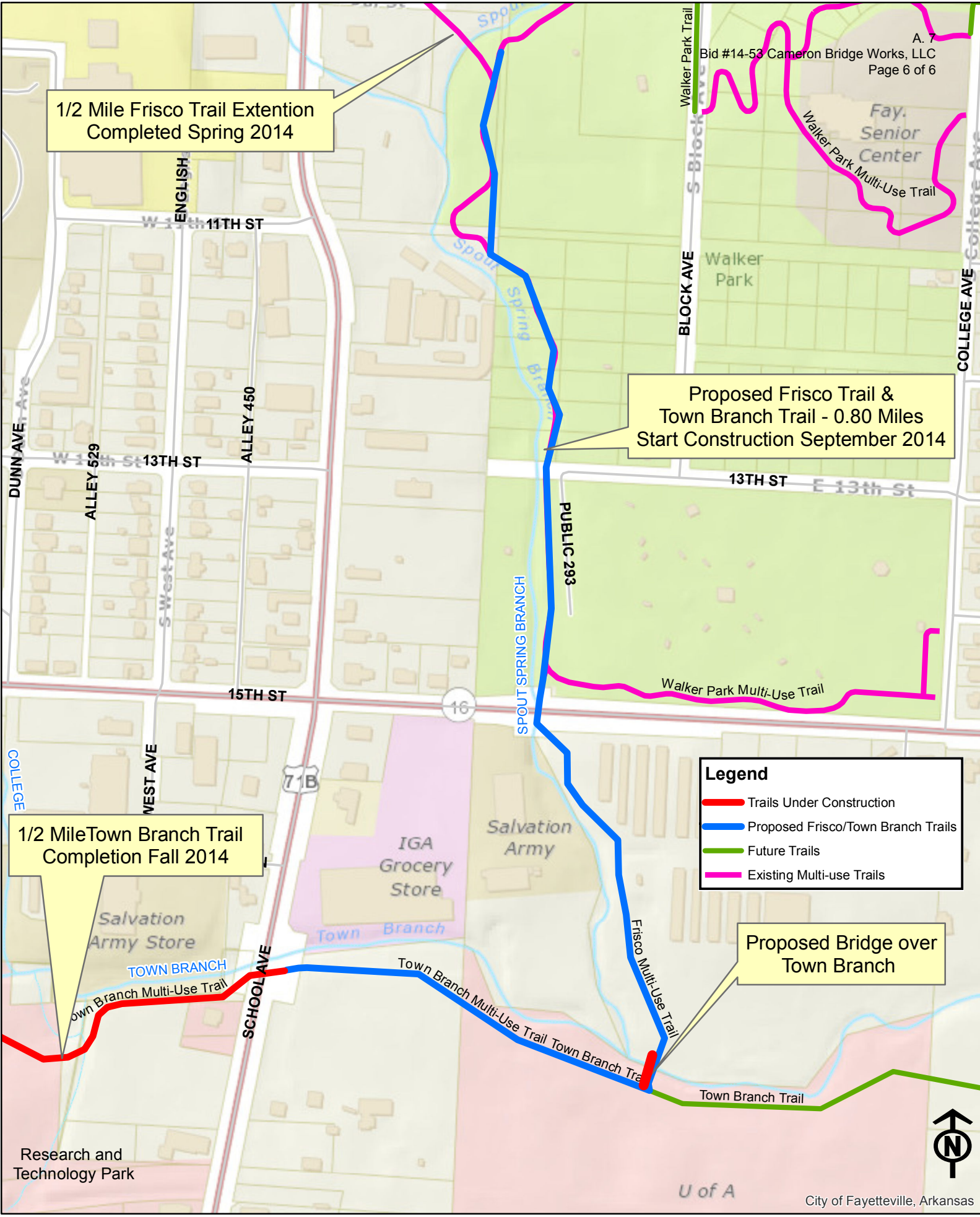
Legend

- Trails Under Construction
- Proposed Frisco/Town Branch Trails
- Future Trails
- Existing Multi-use Trails

Proposed Bridge over
Town Branch



Frisco & Town Branch Trail Extension
0.80 Miles





City of Fayetteville, Arkansas

A. 8
McClelland Consulting Engineers, Inc.
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316

Text File

File Number: 2014-0377

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 8

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR ENGINEERING DESIGN AND BIDDING SERVICES FOR THE RAMSEY AND OVERCREST SANITARY SEWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$228,644.00, 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 approves a professional engineering services agreement with McClelland Consulting Engineers, Inc. for engineering design and bidding services for the Ramsey and Overcrest Sanitary Sewer Rehabilitation Project in an amount not to exceed \$228,644.00.

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.

City of Fayetteville Staff Review Form

2014-0377

Legistar File ID

10/7/2014

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

Jim Beavers

9/18/2014

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approving a contract with McClelland Consulting Engineers, Inc., Project # 14018, for \$228,644.00 on Ramsey and Overcrest Sanitary Sewer Rehabilitation Project, and approving a Budget adjustment.

Budget Impact:

5400.5700.5314.00		Water/Sewer	
Account Number		Fund	
14018.1401		Sewer Rehab-Ramsey and Overcrest	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	\$ 228,644.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 228,644.00
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # N/A

Original Contract Number: N/A

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Interim Utilities Director
Water & Sewer Committee

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: September 18, 2014

SUBJECT: Approving a contract with McClelland Consulting Engineers, Inc., Project # 14018, for \$228,644.00 on Ramsey and Overcrest Sanitary Sewer Rehabilitation Project, and approving a Budget adjustment.

RECOMMENDATION:

Fayetteville Staff recommends approval of professional contract with McClelland Consulting Engineers for \$228,644.00, and a budget adjustment.

BACKGROUND:

The Ramsey and Overcrest Sanitary Sewer Rehabilitation project is an approved 2015 CIP project to address remaining known sanitary sewer overflows (SSOs). The project is identified as the first priority pipeline improvements in the Wastewater Collection System 2014 Master Plan Update. The City of Fayetteville has historically, and through the WSIP, performed very well to reduce and eliminate SSOs. Staff requests to design the project in Fall/Winter 2014 to allow construction to begin earlier in 2015 (estimated to begin May, 2015). The project includes an estimated 6,843 linear feet of 15 inch diameter sewer pipe construction.

DISCUSSION:

McClelland Consulting Engineers was selected for this project through the City's formal section procedure and purchasing requirements. The proposed contract includes survey, easement preparation, design and bidding services. Construction administration and construction observation are not included in this contract.

BUDGET/STAFF IMPACT:

Budgeted funds available in Sewer Rehab project. A BA is attached to fund the Engineering design.

Attachments:

1. Staff Review Form
2. Budget Adjustment
3. Purchase Order
4. Project Number
5. Location Map
6. Proposed Contract with McClelland Consulting Engineers

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.:
Date: 9/8/2014
McClelland Consulting Engineers, Inc.
Page 5 of 28

P.O Number:

Vendor #: 7460

Vendor Name: McClelland Consulting Engineers

Mail ☐ Yes ☐ No

Legistar#: 2014-0377

Address: 1810 N. College Avenue

FOB Point:

Taxable ☐ Yes ☐ No

Expected Delivery Date:

City: Fayetteville

State: AR

Zip Code: 72701

Ship to code:

Quotes Attached ☐ Yes ☐ No

October 2014 - March 2015

Requester: Jim Beavers

Requester's Employee #:

Extension: 3452

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Professional Engineering Design for Ramsey/Overcrest Project	1	1	228,644.00	\$228,644.00	5400.5700.5314.00	14018.1401		
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: \$228,644.00
Tax: \$0.00
Total: \$228,644.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCCLELLAND CONSULTING ENGINEERS, INC.

THIS AGREEMENT is made as of _____, 2014, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McClelland Consulting Engineers, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
- 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
- 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$228,644.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a hourly NTE basis as described in Appendix C.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall

be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

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

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

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

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

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

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

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

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
1810 N. College Avenue
Fayetteville, Arkansas 72701

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

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

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

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

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: President, Fayetteville

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

OLD WIRE ROAD SANITARY SEWER UPGRADE; RAMSEY TO OVERCREST

1. Scope of Project

- a. Increase the capacity of the existing sanitary sewer line on Old Wire Road from Ramsey to Overcrest. Specifically, increase the capacity of 6,843 linear feet of existing sanitary sewer from manhole I-(08)001A to manhole I-(16)189. The existing line will be increased to a 15 inch diameter line as recommended in the Draft Wastwater Collection System 2014 Master Plan update by RJN Group.
- b. The upgrade will be completed to replace existing line segments with two new line segments required: Segments I-(09)086 to I-(09)021 and I-(16)189 to I-(09)097.
- c. Evaluate trenchless technologies to complete construction in the areas with limited access, in addition to environmentally sensitive areas.
- d. Coordinate closely with the CITY OF FAYETTEVILLE regarding drainage upgrades along Old Wire Road and Ramsey Avenue. CITY OF FAYETTEVILLE is designing drainage improvements in house.
- e. Obtain required regulatory agency permits (including Arkansas Department of Health and U.S. Army Corps of Engineers).
- f. Prepare construction phasing plans necessary to maintain continued traffic flow at all times for road crossings, unless agreed otherwise with the CITY OF FAYETTEVILLE. It is anticipated Township will be bored as to not damage existing pavement and Old Wire Road will be open cut.

2. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. Topographic Surveys

- a. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, creeks, existing marked utilities, fences, walls, decorative landscaping, house corners, sewer manholes, sewer stub outs and other features within 15 feet of centerline of proposed alignment (30 ft corridor).
- c. Request location and size of existing overhead and underground utilities from the utility companies.
- d. Notification letters will be mailed out to landowners before commencement of the topographic survey.
- e. Set temporary bench marks at approximately 1,000 foot intervals.
- f. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility. In the event the utility owner cannot or will not perform the excavation to expose the utility facilities, the ENGINEER will arrange to have the necessary excavation performed. Prior to performing the excavation, the ENGINEER will coordinate the excavation operations with the utility owner and require that a representative of the utility owner be present during the excavation activities. The costs associated with this work shall be reimbursed by the CITY OF FAYETTEVILLE.
- g. All survey work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

4. Property Resolution/Exhibit A Map Preparation

- a. CITY OF FAYETTEVILLE will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.

- c. Reference existing monuments for replacement after construction.
- d. Prepare Exhibit A maps for any additional right of way, easements, and/or temporary construction easements required.
- e. All survey work and related right-of-way work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

7. Conceptual Design Phase - 30%

- a. Prepare plan drawings (horizontal alignment) showing all existing facilities.
- b. Prepare plans and data including the following information:
 - (1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, existing and proposed easements and right-of-way, temporary construction easements and structures.
 - (2) Proposed horizontal alignment.
 - (3) Prepare estimate of probable construction costs for primary and alternate designs (trenchless construction methods) including unit cost and total cost.

8. Final Design Phase - 100%

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare final design plans to incorporate 30% design comments and include the following:
 - (1) Design and layout all proposed sanitary sewer horizontal and vertical alignment on plan and profile sheets. Show existing utilities and associated depths.
 - (8) Draft notes on plans to fully describe the construction work to be performed.
 - (9) Prepare recommendations for sequence of construction and prepare layout

of construction phasing and use of trenchless technologies.

- b. Prepare right-of-way plans to include the following:
 - (1) Plans to be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, utility easements, temporary construction easements and related information.
 - (3) Provide complete information on plans for, and prepare legal descriptions for, acquisition of rights-of-way and easements including residual or severed tracts. Prepare easement and right of way acquisition documents utilizing standard CITY OF FAYETTEVILLE forms.
 - (4) Provide tabulation of tracts, ownerships, and areas (permanent and temporary construction easements) for each acquisition.
- c. Prepare construction details which depict all typical items utilizing the CITY OF FAYETTEVILLE format and standard detail drawings where applicable.
- d. Provide construction bid proposal form. Provide a computer disk containing the bid proposal form in accordance with CITY OF FAYETTEVILLE format(s).
- e. Prepare a recommendation of construction contract time.
- f. Revise and update the summary of pay quantities sheet as necessary.
- g. Submit to the Arkansas Department of Health for review/approval
- h. Prepare and submit permit application to the US Army Corps of Engineers.
- i. Complete storm water pollution prevention plan.
- j. Prepare estimate of probable construction costs.
- k. Attend monthly design progress meeting with CITY OF FAYETTEVILLE.

9. **Project Deliverables**

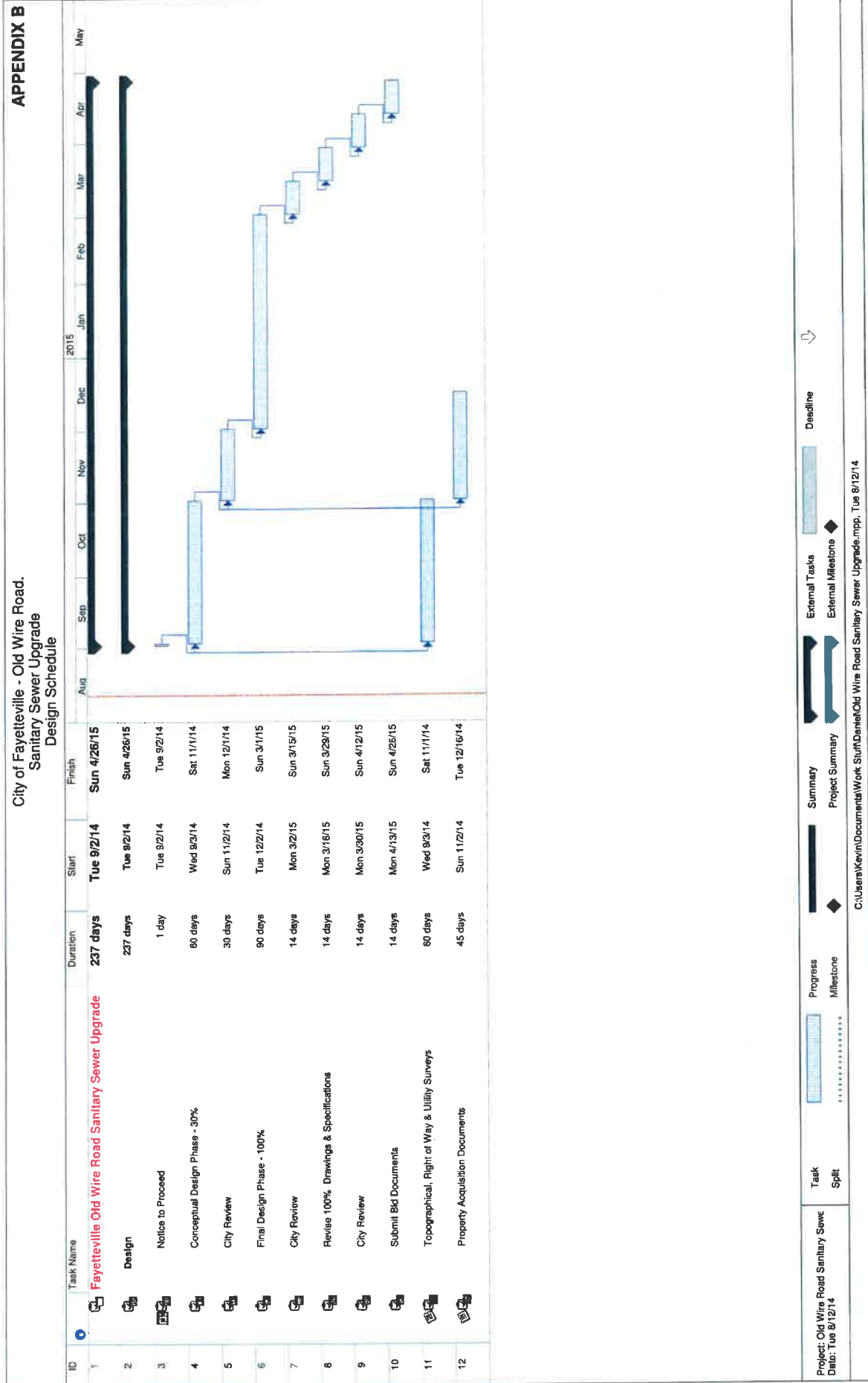
- a. Three copies of the Concept Plans (30%), design report and cost estimates.
- b. One copy of the Preliminary Plans to each potentially affected utility company.
- c. Three copies of the Final Plans, design report, cost estimates and other supporting documents.
- d. Three copies of the revised Final Plans, design summary, cost estimates and other supporting documents.
- e. Provide one copy of the construction bid proposal on a computer disc.
- f. Provide one copy of the revised Final Plans to each potentially affected utility company.
- g. Three copies of the Final Plans and Specifications to the Contractor.
- h. Three copies of the right-of-way plans, easements and acquisition documents.

10. General

- a. All sewer construction shall follow the guidelines described in the CITY OF FAYETTEVILLE Sewer Design Standards.
 - b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the CITY OF FAYETTEVILLE.
 - c. Record drawings shall be provided on computer disc in AutoCAD format in addition to the reproducible drawings.
 - d. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- 11.** The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the project schedule included as Appendix "B".
- 12.** The ENGINEER should anticipate a 30 calendar day review period by the CITY OF

FAYETTEVILLE between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

13. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
14. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.



APPENDIX B

**City of Fayetteville - Old Wire Road.
 Sanitary Sewer Upgrade
 Design Schedule**

- 11 Topographical, Right of Way & Utility Surveys
 Topographic Survey can proceed immediately Notice To Proceed is issued.
- 12 Property Acquisition Documents
 Detailed ROW/ Easement acquisition documents will be provided once the Preliminary Design has been completed and approved

APPENDIX "C"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

OLD WIRE ROAD SANITARY SEWER UPGRADE; RAMSEY TO OVERCREST

- CITY OF FAYETTEVILLE shall pay ENGINEER for Basic Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as shown on the attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER's Consultant charges, if any. ENGINEER's Hourly Rates as shown on the attached Exhibit "1" shall be adjusted annually each January 1. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.
- Basic Services: Payment by CITY OF FAYETTEVILLE based on ENGINEER's Hourly Rates shall approximate the following schedule. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

Topographic Survey	\$ 26,711
Property Resolution/Exhibit A Map Preparation	\$ 48,903
Conceptual Design Phase - 30% Design	\$ 44,465
Final Design Phase - 100% Design	\$ 91,065
Bidding Services	\$ 7,500
Construction Administration	\$ (N/A)
Construction Observation	\$ (N/A)
SUB-TOTAL Basic Services	\$ 218,644

- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by CITY OF FAYETTEVILLE prior to rendering of same. CITY OF FAYETTEVILLE shall pay ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of ENGINEER's employees multiplied by ENGINEER'S Hourly Rates as

shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and ENGINEER'S Consultant charges, if any. For ENGINEER's Consultant charges, the CITY OF FAYETTEVILLE shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

- CITY OF FAYETTEVILLE shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY OF FAYETTEVILLE prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses	\$ 10,000
---------------------------------	------------------

- The maximum payment to the ENGINEER for Basic Services and Reimbursable Expenses under this Agreement shall not exceed **\$ 228,644**
- ENGINEER shall submit invoices monthly for services rendered and expenses borne. The invoices shall be accompanied by a copy of the timesheets for all ENGINEER's personnel working on the project.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY OF FAYETTEVILLE prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.



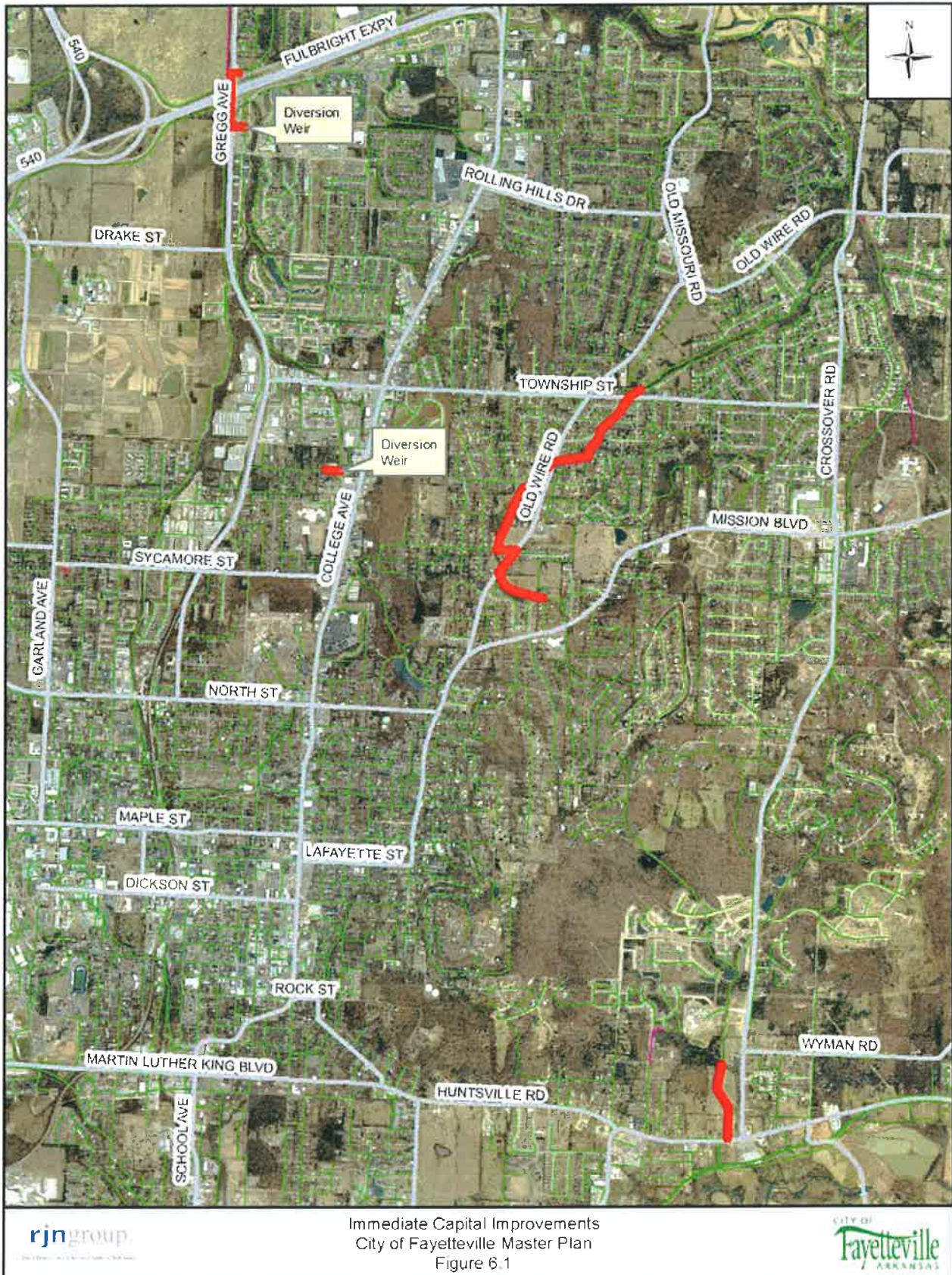
Exhibit "1"

2013 - 2014
McCLELLAND CONSULTING ENGINEERS, INC.
***STANDARD HOURLY RATES**
As of December 1, 2013

Clerical	\$45.00 - \$65.00
Construction Observer	\$55.00 - \$97.00
Chief Draftsman	\$68.00 - \$78.00
Draftsman	\$50.00 - \$69.00
Engineering Technician	\$55.00 - \$95.00
Geotech Engineer	\$84.00 - \$127.00
Principal Engineer	\$127.00 - \$175.00
Project Engineer	\$82.00 - \$128.00
Sr. Project Engineer	\$110.00 - \$120.00
Environmental Scientist/Designer	\$93.00 - \$105.00
Landscape Architect	\$60.00 - \$109.00
Media Specialist	\$55.00 - \$65.00
Project Accountant	\$60.00 - \$105.00
Project Manager	\$115.00 - \$135.00
Sr. Project Manager	\$127.00 - \$143.00
Registered Land Surveyor	\$100.00 - \$110.00
Soils Lab Supervisor	\$75.00 - \$127.00
Soils Lab Technician	\$42.00 - \$56.00
Specification Writer	\$48.00 - \$61.00
Survey Party Chief	\$75.00 - \$80.00
Survey (2 man or Robotic) Crew	\$107.00 - \$143.00
Survey (3 man) Crew	\$135.00 - \$175.00
Survey Field (1 Man or Rodman)	\$76.00 - \$80.00
Survey Technician	\$75.00 - \$95.00
Water Lab Supervisor	\$68.00 - \$85.00
Expenses	@ Cost
Mileage	56.5/mi

current IRS rate

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*





City of Fayetteville, Arkansas

C. 1
BlueInGreen, LLC
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 6

Text File

File Number: 2014-0413

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 1

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF AN OZONE DISINFECTION SYSTEM FROM BLUEINGREEN, LLC OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$1,780,825.00 PLUS ANY APPLICABLE TAXES FOR THE NOLAND WASTEWATER TREATMENT PLANT

WHEREAS, the ultraviolet light system the City has used for wastewater disinfection since August of 1999 is near the end of its useful life as a primary disinfection system; and

WHEREAS, the City has worked with BlueInGreen, LLC in a multi-year pilot test of an ozone disinfection system which is not available from any other source; and

WHEREAS, the ozone disinfection system has been shown to reduce contaminants and color more than the City's current ultraviolet system and also has many environmental benefits that outweigh those of ultraviolet or other disinfection systems.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the purchase of an ozone disinfection system from BlueInGreen, LLC of Fayetteville, Arkansas in the amount of \$1,780,825.00 plus applicable taxes for the Noland Wastewater Treatment Plant.

City of Fayetteville Staff Review Form

2014-0413

Legistar File ID

10/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Billy Ammons, CH2M Hill

9/19/2014

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a bid waiver with BlueinGreen, LLC and approval of a contract with Bluein Green, LLC to purchase an ozone disinfection system for the Paul R. Noland Wastewater Treatment Plant in the amount of \$1,780,825.00.

Budget Impact:

5400.5800.5801.00

Water/Sewer

Account Number

Fund

10008.1

UV Disinfection System Replacement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 2,158,914.00

Funds Obligated \$ -

Current Balance \$ 2,158,914.00

Does item have a cost? Yes

Item Cost \$ 1,780,825.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 378,089.00

V20140710

Previous Ordinance or Resolution # N/A

Original Contract Number: N/A

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Interim Utilities Director
Water & Sewer Committee

FROM: Billy Ammons, Wastewater Treatment

DATE: September 19, 2014

SUBJECT: Approval of bid waiver and purchase of ozone disinfection system equipment for the Paul R. Noland wastewater plant from BlueInGreen, LLC of Fayetteville, AR.

RECOMMENDATION:

City Administration recommends approval of a bid waiver with BlueInGreen, LLC to purchase an ozone disinfection system for the Paul R. Noland wastewater treatment plant in the amount of \$1,780,825 exclusive of any applicable taxes.

BACKGROUND:

Disinfection of wastewater discharged from the City's Paul R. Noland wastewater treatment plant is required by the National Pollutant Discharge Elimination System (NPDES) permit issued by the State for this facility. Since August of 1999, this required disinfection has been accomplished by using ultraviolet light (UV), which at the time of purchase was the most environmentally friendly cost effective disinfection method available. That UV disinfection system is near the end of its useful life from the standpoint of being used as a primary disinfection system, although the system does still function and can be pressed into service as a backup or intermittent use system. BlueInGreen, a local innovative environmental systems firm has developed a process to cost-effectively utilize ozone for wastewater disinfection, which has many additional environmental benefits above and beyond those offered by UV or other disinfection systems. The BlueInGreen system is protected by various patents and pending patents and there is no other system on the market that uses this same type of technology to introduce dissolved ozone into the water stream to be disinfected. It is neither practical nor feasible therefore to competitively bid the purchase of this equipment.

DISCUSSION:

The City of Fayetteville has worked diligently over a multi-year period in cooperation with BlueInGreen to pilot test and prove that the new technology can and will function at the City's facility and City Staff as well as CH2M HILL staff are confident that the system can meet all applicable NPDES standards. In addition, samples of plant effluent treated with ozone have been analyzed on several occasions for emerging contaminants of concern (ECC), including various hormones and pharmaceuticals that typically pass through conventional wastewater treatment processes and are discharged into the receiving stream. In the case of the Noland

facility, that discharge goes into the White River and eventually into Beaver Lake which is the source of drinking water for the City of Fayetteville as well as most of Northwest Arkansas. The Noland plant effluent was found to have 30 of the ECC's present before disinfection and 16 of those were reduced beyond the detection limit by the ozone disinfection process with 13 of the remaining 14 reduced by at least 25%. By contrast, the existing UV disinfection process reduced no analytes to the detection level and only reduced 10 by as much as 25%. Ozone disinfection also removes virtually all color from the treated effluent and provides a very high level of oxygenation. Even though staff is recommending that the equipment purchase be made via this requested bid waiver, the installation of the equipment will be competitively bid in the near future. Since the BlueInGreen equipment is so new, any potential contractor bidding on the installation would have likely felt pressure to place a higher than normal markup on the equipment in order to guarantee performance. By utilizing this requested bid waiver to procure the equipment, the City will be able to hold BlueInGreen responsible for delivering a fully functional system of individual components with a full 2-year guarantee.

BUDGET/STAFF IMPACT:

Funds are available within the Disinfection System Replacement project budget.

Attachments:

Staff Review Form-

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 9/19/2014			
							P.O Number:			
Vendor #: 16503		Vendor Name: BlueinGreen, Inc.					Mail ☐ Yes ☐ No		Legistar#: 2014-0413	
Address: Attn: Clete Brewer, 535 W Research Blvd, Suite 135					FOB Point:		Taxable ☒ Yes ☐ No			
City: Fayetteville			State: AR		Zip Code: 72701	Ship to code: Fay	Quotes Attached ☐ Yes ☐ No		Expected Delivery Date:	
Requester: Cheryl Partain					Requester's Employee #: 2548		Extension: 8224			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	UV Disinfection System at Noland.	1	Unit of Issue	1,780,825.00	\$1,780,825.00	5400.5800.5801.00	10008.1		Multiple	
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: \$1,780,825.00 Tax: \$0.00 Total: \$1,780,825.00			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



City of Fayetteville, Arkansas

C. 2
Tree Preservation Area Modification
for the Frisco and Town Branch Trails
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 6

Text File

File Number: 2014-0404

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 2

A RESOLUTION TO APPROVE A REQUEST BY THE CITY OF FAYETTEVILLE TO MODIFY THE GEOGRAPHIC EXTENT AND LOCATION OF CERTAIN TREE PRESERVATION AREAS PURSUANT TO § 167.04(L)(2), **TREE PRESERVATION AND PROTECTION**, UNIFIED DEVELOPMENT CODE OF THE CODE OF FAYETTEVILLE, TO CONSTRUCT SECTIONS OF THE FRISCO AND TOWN BRANCH TRAILS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the request of the City of Fayetteville to modify the location of the Tree Preservation Areas at Allied Storage and at property north of 18th Street identified on the map attached hereto, pursuant to § 167.04(L)(2), **Tree Preservation and Protection**, Unified Development Code of the Code of Fayetteville, to construct sections of the Frisco and Town Branch Trails, subject to the following conditions:

A. The City shall provide mitigation of a minimum of fifty (50) two-inch (2") caliper large tree species planted within multi-use trail easements or on City park property as directed by the Urban Forester within two years of approval of this modification and maintained to assure survival for three (3) years.

City of Fayetteville Staff Review Form

2014-0404

Legistar File ID

10/7/2014

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

Derek Linn

9/16/2014

Parks & Recreation /
Parks & Recreation Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approval of the modification of a total of 0.81 acres of two existing tree preservation areas at Allied Storage and at property north of 18th Street to facilitate the construction of the Frisco and Town Branch Trails.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7TH 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

FROM: Derek Linn, Urban Forester

DATE: September 16, 2014

SUBJECT: Tree Preservation Area Modification for the Frisco and Town Branch Trails

RECOMMENDATION:

Staff recommends approval of the modification of a total of 0.81 acres of two existing tree preservation areas at Allied Storage and at property north of 18th Street to facilitate the construction of the Frisco and Town Branch Trails. Mitigation will be required at a minimum of 50 - 2" caliper large tree species with trees to be planted within multi-use trail easements or on City park property as directed by the Urban Forester. Three-year maintenance of the trees to ensure survival will also be required.

BACKGROUND:

A 0.8-mile long extension of the Razorback Regional Greenway is planned to connect Walker Park to Town Branch Trail and southwest to the future Regional Park. In order to make this important connection, the trail must cross several properties including two properties with tree preservation areas. According to chapter 167.05 (B) "No filling, excavating or other land disturbance shall take place in tree preservation areas", therefore in order to construct the trail, portions of the tree preservation areas need to be modified to accommodate the trail construction. The Trails Coordinator will oversee the trail construction and coordinate with the Urban Forester to ensure sensitivity to existing canopy and will work to minimize tree removal while protecting the remaining trees within these areas.

In 2007, a 3.53-acre tree preservation area was established as part of the development approval of the Allied Storage Ltd. Co. In order to construct the extension of Frisco Trail, 2.154 acres of property will be purchased from Allied Storage including 0.55 acres of the existing tree preservation easement. This 0.55-acre area is proposed to be excluded from the remaining tree preservation area to facilitate the trail construction (See attached Exhibit "A").

In 2001, a 3.56-acre tree preservation area was established as part of the development approval along the north side of 18th Street and is currently owned by University of Arkansas. On September 11th, the Board of Trustees approved a 1.17-acre multi-use trail easement including 0.26 acres of the tree preservation area. This 0.26-acre area is proposed to be

excluded from the remaining tree preservation area to facilitate the trail construction (See attached Exhibit "A").

DISCUSSION:

The Fayetteville code of ordinances allows for modification of tree preservation areas in chapter 167.04 (L) (2) with the express approval of the City Council. The ordinance also says the modification should be in the best interest of the City of Fayetteville. With the strong regional support for the Razorback Regional Greenway and emphasis on connecting trails to the new Regional Park, this section of Frisco Trail will provide a significant amenity for the citizens of Fayetteville as well as the region and would be considered in the best interest of the City.

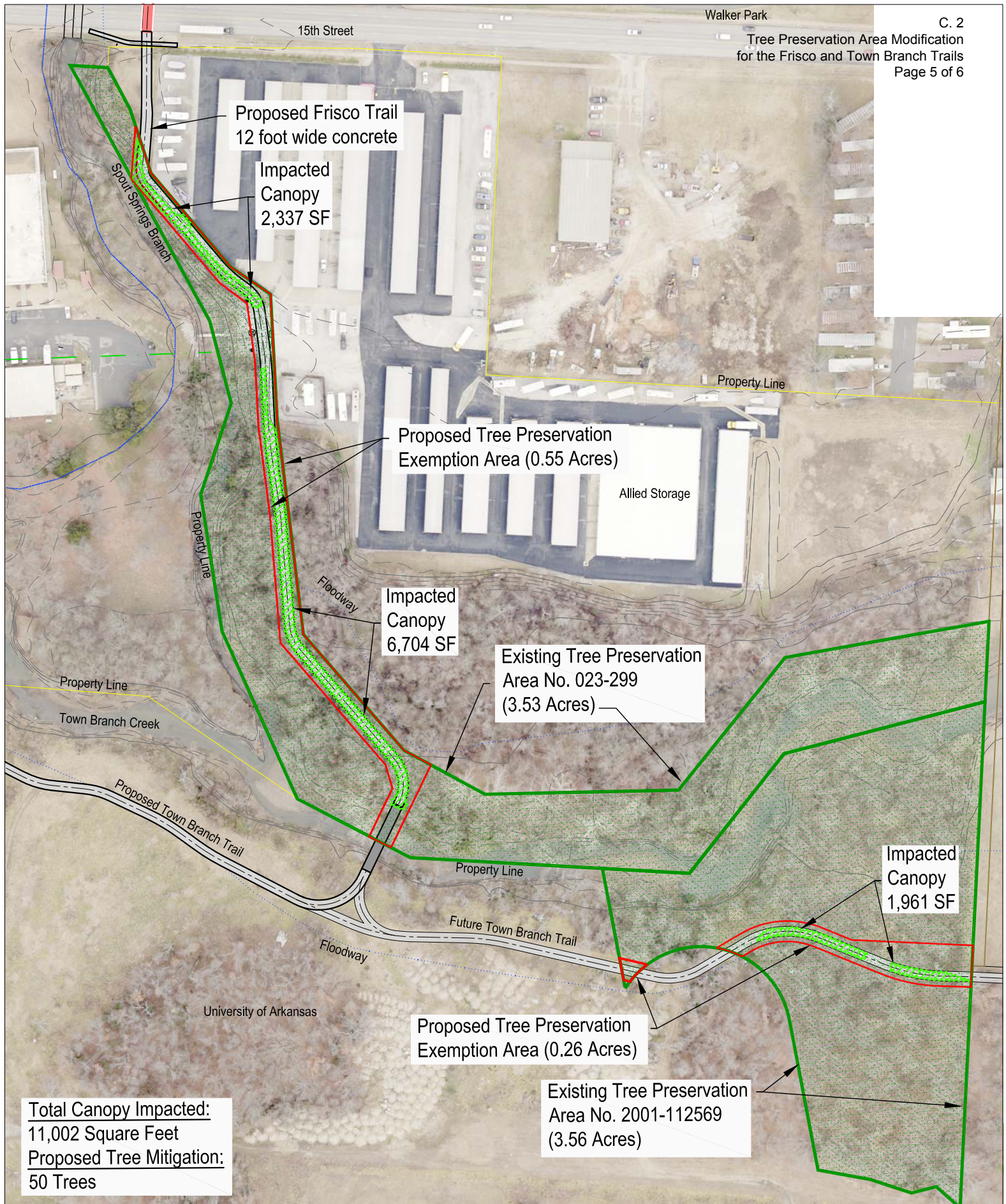
Approximately 11,002 square feet of canopy is estimated to be impacted by the trail construction in both of the tree preservation easements. Based on the formula established for mitigation trees, this results in a total of 50 mitigation trees. To provide shade along the growing trails system, these mitigation trees are proposed to be planted within multi-use trail easements or within City Parks in the southeast and southwest quadrants as directed by the Urban Forester. The trees will be planted within two years of approval of the tree preservation modification and will be maintained for three years to ensure survival.

BUDGET/STAFF IMPACT:

Funding for the mitigation tree planting and maintenance will be included in the project costs for the Frisco and Town Branch Trails. The extension of Frisco Trail and Town Branch Trail is fully funded through a 50:50 matching grant with The Walton Family Foundation Grant. The City portion of the matching funds are available through the Trail Development Capital Improvement Program for 2014 and 2015.

Attachments:

Exhibit "A" - Frisco and Town Branch Trails





City of Fayetteville, Arkansas

C. 3
Hoskyn, Barton & Wyatt, Inc.
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 38

Text File

File Number: 2014-0417

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 3

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR MATERIALS TESTING AND CONSTRUCTION OBSERVATION SERVICES ON THE SPRING STREET PARKING DECK PROJECT IN AN AMOUNT NOT TO EXCEED \$120,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing and construction observation services on the Spring Street Parking Deck Project in an amount not to exceed \$120,000.00.

City of Fayetteville Staff Review Form

2014-0417

Legistar File ID

10/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

9/23/2014

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Contract with Grubbs Hoskyn, Barton, and Wyatt, Inc. for Materials Testing and Construction Observation Services on the Spring Street Parking Deck

Budget Impact:

4560.9560.5314.00	Parking Deck Project Expenses		
Account Number	Fund		
11028.1203	Entertainment District Parking Facility/Construction		
Project Number	Project Title		
Budgeted Item? Yes	Current Budget	\$	5,003,175.00
	Funds Obligated	\$	524,388.47
	Current Balance	\$	4,478,786.53
Does item have a cost? Yes	Item Cost	\$	120,000.00
Budget Adjustment Attached? No	Budget Adjustment	\$	-
	Remaining Budget	\$	4,358,786.53

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

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

FROM: Chris Brown, City Engineer

DATE: September 19, 2014

SUBJECT: **Approval of a Contract with Grubbs Hoskyn, Barton, and Wyatt, Inc. for Materials Testing and Construction Observation Services on the Spring Street Parking Deck**

RECOMMENDATION:

Staff recommends approval of a contract with Grubbs, Hoskyn, Barton, and Wyatt, Inc. in the amount of \$120,000 for materials testing and construction observation services on the Spring Street Parking Deck.

BACKGROUND:

The City of Fayetteville is constructing a parking deck in the downtown area/entertainment district to relieve current parking shortfalls and allow for increased parking demand in the area. The project is now ready to move forward to construction, and the City is in need of services to ensure that the materials and construction of the deck meet the requirements of the plans and specifications. Grubb, Hoskyn, Barton, and Wyatt, Inc. (GHBW) was selected by a City Committee as the most qualified firm to provide quality control testing and inspection firm on the project.

DISCUSSION:

Under this contract, GHBW will provide materials testing of soils and concrete, and will provide inspection related to excavation and site grading, drilled pier foundations, post tensioned concrete, and structural steel. These inspections and associated reports are required by City Ordinance and by the International Building Code, and will help insure that the deck and liner buildings are constructed in accordance with the plans and specifications.

BUDGET/STAFF IMPACT:

Funding for this portion of the project is coming from parking revenue bond proceeds.

Attachments:

Contract with Grubbs, Hoskyn, Barton, and Wyatt



September 11, 2014
Proposal No. SP14-061

City of Fayetteville Engineering Division
125 W. Mountain Street
Fayetteville, Arkansas 72701

Attn: Mr. Chris Brown, P.E.
City Engineer

**SUBJECT: CONSTRUCTION MATERIALS TESTING SERVICES
SPRING STREET PARKING DECK
FAYETTEVILLE, ARKANSAS**

Dear Mr. Brown:

We are pleased to submit this proposal and cost estimate for providing construction observation and materials testing services for the above referenced project. This proposal and cost estimate have been prepared based on our review of the project plans and specifications, the preliminary construction schedule dated July 23, 2014, on-going conversations with the Structural Engineers Mr. Jeff Hanson of Carl Walker, Inc. and Mr. David Clement of Garver, and our experience with local projects of similar size and scope. GHBW submitted a geotechnical study for the project on May 24, 2013 (GHBW Report No. 13-002).

We understand the project consists of a new 3-level, 236 space parking deck to be located at the northwest corner of Spring Street and School Avenue. The parking deck will be post-tensioned concrete with a slab-on-grade bottom floor. Liner buildings will be constructed on the north and south sides of the new deck. The North Liner Building will be a three-story steel-frame structure with a total of 16,406 sq ft. The South Liner Building will be a single-story structure with a plan footprint area of 1,590 sq ft. Structural building loads will be supported by straight-shaft drilled piers socketed into sandstone bedrock. Mass excavation will be required for the project. Numerous cast-in-place concrete below-grade walls and retaining walls are planned to retain cut slopes.

Grubbs, Hoskyn, Barton & Wyatt, Inc. has a long history of providing quality geotechnical and materials testing services in Arkansas and surrounding states. A brief Statement of Qualifications is enclosed as Attachment A for your review. Our experience encompasses several nearby projects of similar scope including the Harmon Avenue and Garland Avenue Parking decks and Vol Walker Hall addition on the University of Arkansas Fayetteville Campus, as well as the 21c Museum Hotel and parking garage and Midtown Center and parking garage in downtown Bentonville. Our laboratory is certified by the Arkansas Highway and Transportation Department (AHTD) and the American Association of State Highway and Transportation Officials (AASHTO). Copies of these certifications are enclosed as Attachment B.

Scope of Services

We have based our scope of services on our review of the project plans and specifications, preliminary scheduling information, our experience with projects of similar size and scope, and discussions with the design team. Our scope of services is expected to include but not limited to

observation and testing related to excavation and site grading, drilled pier installation, foundation installation, reinforced concrete, post-tensioned concrete and structural steel building components. Limited testing of masonry construction and floor flatness of concrete slab-on-grade is also expected. Our proposed scope of services also includes observation of flood testing for the parking garage slabs, as well as coordination of outside laboratory testing services as required for testing of air content of hardened concrete cores and testing of concrete waterproofing sealer. Specific tests and inspections are listed within the cost estimate detail (Attachment D) for reference.

Personnel and Scheduling

We understand testing and observation services are expected for a 12 month period from November 2014 through October 2015. For cost estimation, we have assumed that continuous full-time observation will be provided for a period of 15 days for drilled pier installation. Although full-time observation is not expected, time intensive observation and testing services are anticipated during construction of post-tensioned building elements. The remainder of our testing and inspection services are expected to be provided on an on-call basis, with frequent visits for concrete testing and reinforcing steel placement anticipated. Structural steel inspection is expected to be performed on a per floor basis. We have also assumed visits by the Project Engineer and Principal Engineer will be periodically required for meetings, coordination and consultation. For this project, we plan to provide the following personnel and hourly rates as follows:

CMT Technician	\$55.00/hour
Technician Supervisor	\$65.00/hour
Structural Steel Inspector (CWI)	\$75.00/hour
Project Engineer	\$95.00/hour
Principal Engineer	\$125.00/hour
Report Preparation and Reproduction	\$45.00/hour

Hourly rates include equipment for field testing, i.e. nuclear density machines, concrete testing equipment, and concrete cylinder molds. Hourly rates also apply to travel time to the job site plus \$0.50 per mile for mileage.

Resumes for key personnel with which we plan to staff the project are enclosed as Attachment C.

Cost Estimate

Based on our understanding of our scope of work, the construction schedule and estimated material quantities, the cost of observation and materials testing is estimated on the order of **\$120,000**. This estimate includes work performed on-site, engineering services, laboratory testing, and reporting costs. A cost estimate detail that outlines the assumptions used to arrive at the cost estimate is enclosed as Attachment D for your reference.

The cost estimate may be considered not to exceed for the scope of services and assumptions outlined in the cost estimate detail. We will not exceed the stated amount without prior authorization. Any additional charges for services provided will be based on our Standard Schedules of Fees 40.01, 42.07, and 46.02, enclosed as Attachment E.

We appreciate the opportunity to submit this proposal and cost estimate and hope we can work with you on this project. We are confident that we have the expertise and resources to provide

these services in a competent and timely manner. If you have questions about the proposal and cost estimate or if tasks should be added or deleted from the scope of services, please call. If the scope of work and cost estimate are acceptable, please return one signed copy as authorization.

Sincerely,

**GRUBBS, HOSKYN,
BARTON & WYATT, INC.**


Kyle A. Bennett, P.E.
Project Engineer


Subra T. Bhat, Ph.D., P.E.
Principal/Manger, Springdale Office

Attachment A: Statement of Qualifications
Attachment B: Laboratory Certifications
Attachment C: Resumes
Attachment D: Cost Estimate Detail
Attachment E: Schedule 40.01 (April 2008)
Schedule 42.07 (April 2014)
Schedule 46.02 (June 2014)

Copies Submitted: City of Fayetteville
Attn: Mr. Chris Brown, P.E. (email)
City Engineer
Attn: Mr. Jeremy Pate (email)
Development Services Director

KAB/STB

Date

Signature

ATTACHMENT A

GRUBBS, HOSKYN, BARTON & WYATT, INC.
GEOTECHNICAL and MATERIALS TESTING CONSULTANTS

STATEMENT OF QUALIFICATIONS

Introduction

Grubbs, Hoskyn, Barton & Wyatt, Inc. is a geotechnical consulting firm located in Little Rock (Headquarters) and Springdale, Arkansas. The firm was established as Grubbs Consulting Engineers, Inc. in 1964 in Fayetteville, Arkansas and moved to Little Rock in 1966. In addition to the main office in Little Rock, Grubbs, Hoskyn, Barton & Wyatt also has a branch office in Springdale, Arkansas.

The practice of **Grubbs, Hoskyn, Barton & Wyatt, Inc.** can be divided into four principal phases: (1) geotechnical engineering analyses and design; (2) field instrumentation, measurement and laboratory testing; (3) subsurface exploration; and (4) engineering services for construction. The firm includes over 60 persons, including engineers; geologists; soils, laboratory, and materials technicians; drillers; and support personnel. The engineering group includes seven (7) Registered Professional Engineers and two (2) Engineer Interns.

Specialized Experience

Grubbs, Hoskyn, Barton & Wyatt, Inc. has performed geotechnical studies and presented recommendations for design and construction of fossil and nuclear power plants, high rise office buildings, hotels, warehouses, schools, major highway and railroad river bridges, earth dams, retaining walls, levees, revetments, drainage structures, pumping stations, proposed and existing landfill sites, hazardous waste sites including Superfund sites, and port facilities. The project sites have been located in a variety of geologic regions including the Mississippi Embayment, Ozark Mountains, Ouachita Mountains, Gulf Coastal Plain, and Loessial terrace areas.

Engineering studies for design of structures on or adjacent to rivers and lakes have included analysis of local and ground scour potential, development of river channel and bank stabilization and analysis of deep pile and pier foundation systems. Projects involving bridge design have required engineering studies for large slurry pier and dredged caisson foundations and load testing and selection of construction specifications and procedures. Marine projects include studies on the Arkansas, Red, Ouachita, and Mississippi Rivers.

Investigations, studies and analyses frequently required detailed evaluation of groundwater conditions, soil permeability and development of data for evaluating underseepage potential and the design of seepage controls including slurry walls and dewatering systems. The studies of groundwater related problems have involved the installation of both temporary and permanent piezometers, groundwater monitoring wells, and various types of in-situ permeability tests. Evaluation of the potential for seepage in rock strata has involved the performance of pressure and flow tests using open and double packer methods.

Studies have also required analysis and monitoring of slope stability in fills and deep cuts for highway embankment and for emergency spillway areas and development of recommendations for treatment of potentially unstable soil or rock zones. Borrow area evaluations have consisted of both test pit and sample boring investigation, determination of engineering properties and development of fill placement and compaction criteria for both homogeneous and zoned embankments of soil and rock fill design. Particular attention has been given to developing methods of using available soil and rock materials from reservoir borrow areas and emergency spillway cuts in the embankments to reduce the project cost.

Subsurface Exploration

To perform the necessary data gathering for evaluation of soil and geological conditions, our firm has an equipment complement which includes one Failing 1500, two Mobile B-53's, one SIMCO 2400, one all-terrain vehicle-mounted Mobile B-53 and one all-terrain vehicle-mounted Hilyard Super rig. Special sampling and field testing has also been accomplished using down-hole vane shear apparatus and cone penetrometers. Rock exploration capabilities include standard NX and NQ_{w1} coring capabilities.

Our exploration equipment is suitable for mounting on marine equipment. We have used tugboats with barges moored with four-point anchor spread, spud barges, and sectional barges. We have drilled in major streams, such as the Mississippi River and Arkansas River, lakes including Beaver Lake and Lake Hamilton, and smaller bodies of water.

Laboratory Testing

Grubbs, Hoskyn, Barton & Wyatt, Inc. laboratory operations use state-of-the-art equipment and methods for performing routine and specialized tests on soil and rock. Testing capabilities include: water content, specific gravity, density, Atterberg Limits, grain-size from sieve analyses and hydrometer, permeability using constant-head and falling-head and flexible-wall apparatus, shrinkage tests, maximum and minimum density tests, pin-hole dispersion, resistivity, pH and chemical analyses, triaxial shear and direct shear tests, consolidation tests and Standard and Modified Proctor moisture-density tests. Our Little Rock laboratory facility is periodically inspected by AASHTO, the US Army Corps of Engineers, Center for Training Transportation Professionals (CCTP), and CCRL. Laboratory certification information is attached.

Construction Services and Materials Testing

Foundation and earthwork construction is characterized by the presence of a calculated risk that soil and groundwater conditions have been fully revealed by the original foundation investigation. This risk derives from the practical necessity of basing interpretations and design conclusions on a limited sampling of the earth. The services of **Grubbs, Hoskyn, Barton & Wyatt, Inc.** extend into the construction phase of projects to aid in minimizing such risks.

By observing various phases of excavation and foundation construction, our field representative is able to recognize both the expected and unexpected variations in subsurface conditions, to interpret their significance, and to make prompt recommendations for action when needed.

Other construction services provided by **Grubbs, Hoskyn, Barton & Wyatt, Inc.** include advice and assistance in the selection of fill materials; quality control of compacted fills; inspection during construction of pile, piers, mat, and footing foundations; quality control and testing of concrete, structural steel and asphalt. Often, for large projects, it is desirable to establish an on-site laboratory so that quality control (QC) testing can more readily be coordinated with construction surveillance.

ATTACHMENT B

American Association of State Highway and Transportation Officials

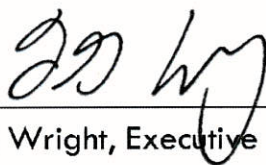
AASHTO Accreditation Program Certificate of Accreditation

This is to signify that

Grubbs, Hoskyn, Barton & Wyatt, Inc.
in
Springdale, Arkansas

has demonstrated proficiency for the testing of construction materials and
has conformed to the minimum requirements established in AASHTO R 18
set forth by the AASHTO Highway Subcommittee on Materials (HSOM).

The scope of accreditation can be viewed on the AAP Directory of
Accredited Laboratories on www.amrl.net.



Bud Wright, Executive Director



Moe Jamshidi, AASHTO HSOM Chair





Laboratory No.
905700

cttp

Center for Training
Transportation Professionals



UNIVERSITY OF
ARKANSAS

Expiration Date:
11/19/14

Laboratory Certification Program

This document asserts that

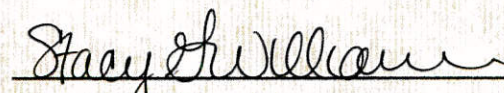
Grubbs, Hoskyn, Barton, & Wyatt, Inc.
Springdale Laboratory
Springdale, AR

is certified to perform quality control testing under the specifications shown
below, for a time period to expire on the date shown above.

Aggregate

AASHTO

T 2	Sampling Aggregates
T 11	Washing
T 27	Sieve Analysis
T 84	Fine Agg. Sp. Gr.
T 85	Coarse Agg. Sp. Gr.
T 248	Splitting/Quartering
T 255	Moisture Content


Director, CTP



Laboratory No.
905700



Center for Training
Transportation Professionals

Laboratory Certification Program



UNIVERSITY OF
ARKANSAS

Expiration Date:
11/19/14

This document asserts that

Grubbs, Hoskyn, Barton, & Wyatt, Inc.
Springdale Laboratory
Springdale, AR

is certified to perform quality control testing under the specifications shown
below, for a time period to expire on the date shown above.

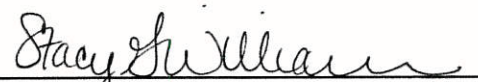
Portland Cement Concrete

AASHTO

M 201 Tanks/Moist Rooms
M 205 Single Use Molds
R 60 Sampling Concrete
T 21 Organic Impurities
T 22 Comp. Strength
T 23 Cylinders

AASHTO

T 119 Slump
T 121 Density
T 152 Air Content
T 231 Capping Cylinders
T 309 Temperature


Director, CTTP



Laboratory No.
905700



Center for Training
Transportation Professionals

Laboratory Certification Program



UNIVERSITY OF
ARKANSAS

Expiration Date:
11/19/14

This document asserts that

Grubbs, Hoskyn, Barton, & Wyatt, Inc.
Springdale Laboratory
Springdale, AR

is certified to perform quality control testing under the specifications shown
below, for a time period to expire on the date shown above.

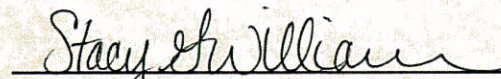
Soil

AASHTO

T 89 Liquid Limit
T 90 Plastic Limit
T 99 Standard Proctor

AASHTO

T 180 Modified Proctor
T 265 Moisture Content
T 310 Nuclear Density


Director, CTTP

ATTACHMENT C

GRUBBS, HOSKYN, BARTON & WYATT, INC.

341 West County Line Road, Springdale, Arkansas, 72209

Phone: 479-756-5999

Fax: 479-756-1749

SUBRA T. BHAT, Ph. D, P.E., Principal/ Manager of Springdale Office

EDUCATION: Bachelor of Science, Civil Engineering, Karnataka Regional Engineering College, Surathkal, India, 1984
Master of Science, Geotechnical Engineering, Indian Institute of Science, Bangalore, India, 1987
Ph.D, Geotechnical Engineering, Purdue University, West Lafayette, Indiana, 1995

REGISTRATION: Professional Engineer: Arkansas, Ohio, Indiana, Oklahoma

AFFILIATION: American Society of Civil Engineers, National Society of Professional Engineers

EMPLOYMENT SUMMARY:

2004-present Principal/ Manager of Springdale Office
Grubbs, Hoskyn, Barton & Wyatt, Inc.

2002-2004 Manager, Springdale Office
Grubbs, Hoskyn, Barton & Wyatt, Inc.

1999 – 2002 *Senior Project Engineer*
Grubbs, Hoskyn, Barton & Wyatt, Inc.

1997 – 1999 *Project Engineer*
Solar Testing Laboratories, Inc., Cleveland, Ohio

1996 – 1997 *Visiting Assistant Professor*
Purdue University, West Lafayette, Indiana

1987 - 1992 *Scientist*
National Institute of Oceanography, Goa, India

1985 *Lecturer in Civil Engineering*
Karnataka Regional Engineering College, Surathkal

EXPERIENCE AND BACKGROUND:

The professional experience of Dr. Bhat includes more than fifteen (15) years of research, teaching and geotechnical engineering consulting practice. Among the projects that Dr. Bhat has been involved are soil and foundation investigations for a variety of industrial and residential structures, airport structures, elevated water tanks, parking decks, power plants, roadways, highway bridges, waste water treatment plants, water treatment plants, levees, slope stability analysis and failure investigation of embankments and other structures.

Among the projects Dr. Bhat has been involved include William J. Clinton Presidential Center project at Little Rock and numerous highway projects in Arkansas including I-40 bridges, I-30 bridges, failure investigation of US Hwy 70 bridge over Lake Hamilton at Hot Springs and US Hwy 67 relocation project,

SUBRA T. BHAT, Ph. D, P.E., Principal/ Manager of Springdale Office

Page 2

Perry Road Interchange in Rogers, Pleasant Grove Road overpass in Rogers, South Quad Parking deck at Fayetteville, West Side Waste Water Treatment Plant in Fayetteville, East Collector System in Fayetteville, Carol Ann Cross Dam in Fort Smith, Beaver Water Expansion Project in Lowell, 9-story Legacy Building (condominium) in Fayetteville, 17-story East Square hotel/condominiums in Fayetteville and numerous school, roadway and bridge projects, airport projects, and commercial and residential development projects in northwest Arkansas.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

Kyle A. Bennett, P.E. Project Engineer

EDUCATION: BSCE, University of Arkansas, 2001
MSCE (Geotechnical), University of Arkansas, 2005

REGISTRATION: Registered Professional Engineer, Arkansas

AFFILIATIONS: Chi Epsilon National Civil Engineering Honor Fraternity

EMPLOYMENT SUMMARY: 2005 – Present *Project Engineer*
Grubbs, Hoskyn, Barton & Wyatt, Inc., Springdale, AR
2004 – 2005 *Staff Engineer*
Grubbs, Hoskyn, Barton & Wyatt, Inc., Springdale, AR
2002 – 2004 *Research Assistant*
Major Professor: Dr. Norman D. Dennis, PhD., P.E.
University of Arkansas, Fayetteville, AR

GENERAL EXPERIENCE AND BACKGROUND:

Mr. Bennett's duties have included coordination and scheduling of geotechnical field exploration, evaluation of site conditions, examination of subsurface soil samples and assignment of pertinent laboratory testing, completion of geotechnical engineering analysis and design for foundation, retaining wall, below-grade wall, embankment and pavement recommendations, slope stability analyses, and site construction feasibility studies. Mr. Bennett is responsible for preparation of both large- and small- scale project Geotechnical reports and for developing proposals for Geotechnical studies. Field assignments have included evaluation of undercut requirements, field verification of foundation bearing capacity, field verification of subgrade stability, and drilled pier inspection.

In his capacity as a research assistant at the University of Arkansas, Mr. Bennett designed and assembled a system to evaluate the resilient moduli of pavement systems using the Spectral Analysis of Surface Waves (SASW) technique. Testing of the assembled system included planning and coordination of field-testing at 11 sites throughout the state of Arkansas in conjunction with the Arkansas Highway and Transportation Department.

TECHNICAL PAPERS:

"Determination of Resilient Moduli of Flexible Pavement Systems Using Spectral Analysis of Surface Waves" unpublished MSCE Thesis, University of Arkansas, Fayetteville, Arkansas, 2005.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

TALLEY FAULKNER - Laboratory Supervisor / Radiation Safety Officer / IT Specialist / Senior Engineering Asst.

Certifications & Training:

- Radiation Safety Officer Training
- Gauge Safety Training
- Hazmat
- Basic Aggregates - CTTTP
- ACI Concrete Field Testing
- Soils Testing Technician - CTTTP
- ACI Concrete Strength Training Technician

Employment Summary:

- 02/13 - Present: Laboratory Supervisor / Radiation Safety Officer / IT Specialist / Senior Engineering Asst.
Grubbs, Hoskyn, Barton & Wyatt, Inc.
- 10/07 - 02/13: Radiation Safety Officer / IT Specialist / Senior Engineering Asst.
Grubbs, Hoskyn, Barton & Wyatt, Inc.
- 08/06 - 10/07: IT Specialist / Engineering Assistant
Grubbs, Hoskyn, Barton & Wyatt, Inc.
- 07/05 - 07/06: Customer Service Representative
Arvest Bank
- 06/02 - 07/05: General Labor
Sara Lee Bakery

Grubbs, Hoskyn, Barton & Wyatt, Inc. - Springdale, Arkansas Office

Duties as Laboratory Supervisor include maintaining all records related to laboratory equipment and calibration, ensuring all in-house and outside calibrations are performed in a timely manner and technician training is current. Duties as Radiation Safety Officer include maintaining all records related to safety/operation of nuclear gauges, yearly leak tests, yearly verification of gauges, quarterly inventory and survey; Duties as Senior Engineering Assistant include reporting concrete break reports, communicating with clients regarding low breaks/etc., preparing boring logs and profiles using gINT and Autocad, maintaining all engineering report filing systems. Duties as IT Specialist include diagnosing and repairing workstation components, maintaining electronic filing backup and antivirus software, maintaining iphones and other smarthphone devices.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

SID AMEDEE, SENIOR MATERIALS TECHNICIAN

TRAINING:

Asphalt mix design, 40 hours.
University of Arkansas, Fayetteville, AR.

Nuclear Training #30393 – Troxler

Asphalt Plant Certification #21
Arkansas Highway Transportation Department.

Basic Aggregates Certification #1092 – CTTTP
Fayetteville.

Hot-Mix Technician #1092, 2001-CTTP

PCC Technician #1092, 2006 CTTTP

Soils/ Aggregates Technician #1092, 2007 CTTTP

National Swimming Pool Foundation
CPO Registration #71-125764

EDUCATION:

Warren Easton High School, Canal Street, New Orleans, LA
Graduated – 1968

L.S.U.N.O., New Orleans, LA
Attended – One year

EMPLOYMENT:

1969-Feb 10, 1972 U.S. Navy, NAS New Orleans, Belle Chasse, LA

Structural Mechanic – Responsible for any structural damage to aircrafts.
Checking and replacing worn tires, fuel lines, etc.

1972-1986 S.J. Amedee Oil, El Dorado, AR

Owner/pumper/operator – Responsible for daily well checks, pulling wells
and everything from book-keeping to road work.

April 1987 - Feb 2001 Jet Asphalt & Rock Co. 1251 Smackover Highway, El Dorado, AR.
Telephone: (870) 863-7801

Senior Lab Technician – Started as shovel hand and worked up to roller
operator, low boy driver, speed operator on lay-down machine. Began as Lab
assistant in 1990 and became certified in mix design, radiation by Troxler,
and by the Arkansas Highway and Transportation Department as Plant
Inspector. Later promoted to Senior Hot-Mix Asphalt Technician. I was

responsible for all testing procedures in the lab, on the road as required by the A.H.T.D., logging equipment in and out, keeping a lab manual on all equipment, keeping plots on all test reports, ordering and trouble shooting of all equipment in the lab. I was also responsible for the training and performance of the lab assistants in the lab and on the road.

- July 2001 – June 2002 Chapel Ridge Apt. Complex, 301 Morewood Road, El Dorado, AR
Telephone: (870) 862-7900
Maintenance Supervisor – Responsible for 72 units, clubhouse and swimming pool. Maintenance includes plumbing, electrical, carpentry, painting and floor repairs in all units. Swimming pool duties include being certified by American Pool Foundation (CPO) and keeping pool maintained to pass inspections by the Arkansas Health Department.
- June 2002 – Feb 2004 Falk Plumbing Supply Company, 1709 W. Hillsboro, El Dorado, AR
Telephone: (870) 862-3406
Joined the Falk team as a counter salesman. This position enabled me to make contact with all the local plumbers and surrounding counties. Duties included inventory, stocking, opening and closing, making deposits and using the Eclipse System on the computer.
- March 2004 – Sept 2004 City of El Dorado, 204 North West Ave., El Dorado, AR
Telephone (870) 863-4244
Street Department
Supervisor: Wes Slaughter
Duties included: General road maintenance, driving city trucks to the appropriate locations, delivering supplies, some supervision of and helping crews with everyday maintenance.
- Sept 2004 – Jan 2005 Willie's Oasis, 13810 Strong Hwy, Strong, AR
Telephone: (870) 797-2042
Liquor Store
Supervisor: Toby Walden, Owner
Duties included: counter sales, general maintenance, plumbing, structural repair, repair and maintenance of all machinery, cooling units, small engines, as well as forklift driving.
- July 7, 2005 – Present Grubbs, Hoskyn, Barton & Wyatt, Inc., 341 W. County Line Rd, Springdale, AR
Telephone: (479) 756-5999
Started my duties as a Field Technician II with CTTTP certifications, #1092 and Troxler training #30393. Duties included testing concrete, making cylinders, running slumps, and testing for air content. Along with this testing, I also ran grout and mortar test with rebar inspections. Responsible for running field density test using a nuclear gauge and roller patterns on asphalt. Further duties included inspecting drill pier operations and reporting all the results to the engineer.

GRUBBS, HOSKYN, BARTON & WYATT, INC.
341 W. County Line Road
Springdale, AR 72764
Phone: 479-756-5999

JOHNATHAN PARKER – CMT Technician / Technician Supervisor

Certifications & Training:
(CTTP #2900)

- Gauge Safety Training (Troxler)
- ACI - Grade I
- Basic Aggregates
- Soils
- Ultrasonic Level II

Education: High School Diploma.

Employment Summary:

- 4/14 - Present: Field Technician
Grubbs, Hoskyn, Barton & Wyatt, Inc.

Grubbs, Hoskyn, Barton & Wyatt, Inc. - Springdale, Arkansas Office

Duties include testing concrete, making cylinders, running slumps, and testing for air content, grout and mortar testing. Responsible for running field density test using a nuclear gauge and roller patterns on asphalt. Further duties include laboratory testing which includes Proctors, concrete cylinder breaks, gradation and soil classification tests. Mr. Parker has worked on various AHTD roadway projects and large scale developments.

- 1/10 - 4/14: Technician
GTS, Inc.

GTS, Inc.

Duties included testing concrete, making cylinders, running slumps, and testing for air content, grout and mortar testing. Responsible for running field density test using a nuclear gauge and roller patterns on asphalt. Further duties include laboratory testing which includes Proctors, concrete cylinder breaks, gradation and soil classification tests. Also bid jobs and performed rebar inspection and undercut observations.

ATTACHMENT D

Cost Estimate Detail

Excavation, Grading & Utilities

Proof-Roll and Excavation Observation

Principal: 2 visits/wk x 8 wks x \$125/hr = \$2,000

Densities (Subgrade and Trench Backfill)

CMT Senior Technician: 1.5 hr/visit x 1 visit/day x 40 days x \$55/hr = \$3,300

Foundations

Full Time Continuous Observation of Pier Installation (15 days)

Project Engineer: 15 days x 10hr/day x \$95/hr = \$14,250

Principal: 4 visits x 3 hrs/visit x \$125/hr = \$1,500

Footing Bearing Capacity and Reinforcing Steel

Principal: 1 visit/day x 20 days x 2 hrs/visit x \$125/hr = \$5,000

Drilled Pier Concrete Placement

CMT Technician: 1 pour/day x 2 hrs/pour x 15 days x \$55/hr = \$1,650

Footing Concrete Placement

CMT Technician: 1 pour/2 days x 20 days x 2 hrs/pour x \$55/hr = \$1,100

CIP Walls

Reinforcing Steel

Principal: 1 visit/day x 20 days x 2hrs/visit x \$125/hr = \$5,000

CIP Wall Concrete Placement

CMT Technician: 1 pour/day x 20 days x 2 hrs/visit x \$55/hr = \$2,200

Densities for Wall Backfill

CMT Technician: 30 visits x 2 hrs/visit x \$55/hr = \$3,300

North Liner Building

Pre Pour Observation of Slab-on-Grade

Principal: 1 visit/pour x 2 pours x 2 hrs/visit x \$125/hr = \$500

Pre Pour Observation of Slab-on-Deck

Technician Supervisor: 3 visits x 3 hrs/visit x \$75/hr = \$675

Structural Steel

CWI: 3 levels x 2 visits/level x 4 hrs/visit x \$75/hr = \$1,800

Slab-on-Grade Concrete Placement

CMT Technician: 2 pours x 4 hrs/visit x \$55/hr = \$440

Slab-on-Deck Concrete Placement

CMT Technician: 3 pours x 4 hrs/pour x \$55/hr = \$660

Masonry

Observation of Masonry Construction and Reinforcing Steel

Project Engineer: 8 visits x 2 hrs/visit x \$95/hr = \$1,520

Grout and Mortar Sampling

CMT Technician: 8 visits x 2 hr/visit x \$55/hr = \$880

Floor Flatness

South Liner Building (approx 2200 sq ft)

Equipment Charge: \$0.03/sq ft x 2,200 sq ft = \$66

Technician Supervisor: 2 visits x 3 hr/visit x \$65/hr = \$390

Garage Structure

Garage Slab-on-Grade

Pre Pour Observation

Project Engineer: 2 pours x 1 visit/pour x 2 hrs/visit x \$95/hr = \$380

Concrete Placement

CMT Technician: 2 pours x 2 CMT Techs x 4 hrs/pour x \$55/hr = \$880

Post-Tension Pours

5 Pours x \$5,555/pour (see below for cost breakdown per pour) = \$27,775

Cost Breakdown Per PT Pour:

Column Reinforcing Steel Observation

Project Engineer: 2 visits x 2.5 hr/visit x \$95/hr (\$475)

Column Concrete Placement

CMT Technician: 2 visits x 2.5 hrs/visit x \$55/hr (\$275)

Pre Pour Observation of Tendon and Reinforcing Steel Placement

Principal: 8 hr x \$125/hr (\$1,000)

Project Engineer: 8 hr x \$95/hr (\$760)

PT Slab Concrete Placement

2 CMT Technicians x 7 hrs x \$55/hr (\$770)

Observation of Tendon Stressing

Project Engineer: 10 hr x \$95/hr (\$950)

Technician Supervisor: 10 hr x \$65/hr (\$650)

PT Stressing Report

Project Engineer: 3 hrs x \$95/hr (\$285)

Technician Supervisor: 6 hrs x \$65 (\$390)

CIP Stairs

Pre Pour Observation

Project Engineer: 2 visits x 2 hrs/visit x \$95/hr = \$380

Concrete Placement

CMT Technician: 2 visits x 2 hrs/visit x \$55/hr = \$220

Flood Testing

Field Observation

Principal: 6 flood test x 1 visit/test x 3 hrs/test x \$125/hr = \$2,250

Report Preparation of Flood Test Results

Principal: 6 reports x 3 hrs/report x \$125/hr = \$2,250

Laboratory

Proctors and Soil Classification for Fill and Backfill = \$1,000

125 Concrete sets x 6 breaks/set x \$10/break = \$7,500

8 Grout sets x 3 breaks/set x \$10/break = \$240

8 Mortar sets x 3 breaks/set x \$10/break = \$240

Outside Laboratory Services

Air Content on Hardened Concrete Cores (ASTM C457)

7 tested cores (one per 15,000 sq ft) x \$750/test = \$5,250

Waterproofing – Concrete Sealer Testing (NCHRP 244)

3 tests estimated (1 per 55 gal drum) x \$900/test = \$2,700

Trip Charge

200 trips x 34 miles round trip x \$0.50/mile = \$3,400

Meetings and Coordination

Principal: 6 Meetings x 2 hr/meeting x \$125/hr = \$1,500

Project Engineer: 6 Meetings x 2 hr/meeting x \$95/hr = \$1,140

Report Preparation and Review

Clerical Report Preparation: 2.5 hr/wk x 40 wks x \$45/hr = \$4,500

Engineering Report Preparation: 1 hr/wk x 40 wks x \$95/hr = \$3,800

Report Review and Consultation: 0.5 hr/wk x 40 wks x \$125/hr = \$2,500

Total:	= \$114,136
Estimated Cost:	= \$120,000

ATTACHMENT E

STANDARD FEES AND GENERAL CONDITIONS FOR ENGINEERING AND TECHNICAL SERVICES

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton & Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 Analysis, consultation and report preparation. Fees for our professional services are included in the attached proposal.

2.2 Reimbursable expenses. Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

- a) for report reproduction by our graphics department, charges equivalent to commercial rates for similar commercial service; schedule available upon request
- b) for transportation in our company automobiles, \$0.50 per mile
- c) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions

3.1 On-site Responsibilities and Risks

- a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.
- b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and underground property caused by our operations, but we have not included in our fee the cost of repairing such damage. If Client desires us to repair and/or pay for damages, we will undertake the repairs and add the cost to our fee.
- c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.
- d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Client agrees to hold Grubbs, Hoskyn, Barton & Wyatt, Inc. and its officers, agents, employees, and subcontractors harmless for any damages to such structures, pipelines, and utilities which are not called to our attention and correctly shown on the plans furnished.

3.2 Warranty

- a) Services performed by Grubbs, Hoskyn, Barton & Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.
- b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability coverage. For any damage caused by an error, omission, or other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee less direct third-party costs, whichever is greater. In the event that Client does not wish to limit our professional liability to this sum, we agree to waive this limitation upon receiving Client's written request, and Client agrees to pay an additional consideration of 4 percent of our total fee or \$500, whichever is greater.

3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney's fees or other cost incurred in collecting a delinquent amount shall be paid by Client.

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for three (3) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton & Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

- 4.1** Laboratory Testing Fees
- 4.2** Field Charges for Foundation Investigations
- 4.3** Rates for Construction Surveillance and Consultation

LABORATORY AND FIELD TESTING FEES

<u>Test No.</u>	<u>Unit Price</u>
1. CEMENT TESTS	Quoted on Request
2. AGGREGATE TESTS	
<u>Grain Size Tests</u>	
2.1. Sieve analysis fine aggregate and soils, through #200 sieve, each sample	\$ 50.00
2.2. Percent passing a single sieve, each	\$ 30.00
2.3. Grain size tests, coarse aggregate over 5 lb sample weight.....	\$ 120.00
<u>Properties</u>	
2.5. Specific gravity, per ASTM C128 for fine aggregate, each sample	\$ 60.00
2.6. Specific gravity, per ASTM C127 for coarse aggregate, each sample	\$ 40.00
2.7. Unit weight, each sample	\$ 40.00
2.8. Absorption, each sample	\$ 12.00
2.9. Organic impurities, each sample (ASTM C40)	\$ 40.00
2.10. Soft particle, each sample (ASTM C142).....	\$ 80.00
2.11. Sand equivalent, each sample	\$ 120.00
2.12. Flat and elongated particles, each sample (ASTM D4791)	\$ 90.00
<u>Abrasion</u>	
* 2.12.1. Los Angeles Machine (ASTM C 131), each sample	\$ 225.00
* 2.12.2. Los Angeles Machine (ASTM C 535), each sample	\$ 350.00
2.12.3. Crushing and preparing sample, if required.....	\$ 75.00
<u>Soundness</u>	
* 2.13. Sulfate or Magnesium soundness test (5 cycles)	\$ 500.00
3. CONCRETE STRENGTH TESTS	
<u>Concrete, Mortar or Grout Compressive Strength</u>	
3.1. Cylinder compressive strength test, each.....	\$ 10.00
3.2. Saw cutting cylinder for capping, each.....	\$ 10.00
3.3. Cube compressive strength, each.....	\$ 10.00
<u>Beam Flexural Strength</u>	
3.4. Beam flexural strength test, each	\$ 20.00
3.5. "Hold" specimens processed, but not tested, each.....	\$ 15.00
<u>Strength Estimate</u>	
3.6. Schmidt concrete test hammer	Quoted on Request
3.7. Windsor probe test, \$30.00 per location (probe costs) plus hourly rate	Quoted on Request
4. CONCRETE MIX DESIGNS	
4.1. Compute mix design using previously determined aggregate properties, each.....	Engineer Hourly Rate
4.2. Provide mix design/check contractors mix design by preparing trial batch mix using aggregate, admixtures, and cement furnished for use on project, each batch or each curve point	Technician Hourly Rate

4.3. Confirmatory cylinders made in connection with mix design, each.....\$ 10.50

All tests of aggregates, cement and admixtures to determine the basic physical properties and suitability are charged separately.

5. CORING SERVICESQuoted on Request

6. CORE TESTS

6.1. Capping and testing of cores (with sawing ends), each.....\$ 20.00

7. SOIL AND BASE MATERIAL TESTS

Classification and Index Tests

7.1. Water content, per sample.....\$ 5.00

7.2. Liquid and plastic limits, per sample

7.2.1 Method B dry preparation.....\$ 40.00

7.2.2 Method B wet preparation\$ 75.00

7.3. Unit dry weight of sample.....\$ 15.00

7.4. Specific gravity\$ 40.00

7.5. Sieve analysis through #200 sieve, per sample.....\$ 50.00

7.6. Percent passing a single sieve, each.....\$ 30.00

7.7. Hydrometer test, each\$ 100.00

7.8. Double hydrometer, per sample.....\$ 150.00

* 7.9. Permeability of sand, constant head\$ 200.00

* 7.10. Permeability of silt or clay, falling head\$ 150.00

* 7.11. Permeability – Flexwall Test (undisturbed sample)\$ 210.00

* 7.12. Permeability – Flexwall Test (remolded sample)\$ 250.00

* 7.13. Laboratory soil resistivity\$ 85.00

* 7.14. pH\$ 30.00

7.15. Saw Cut Shelby Tube.....\$ 30.00

7.15.1. Shelby Tubes for permeability samples, each\$ 35.00

7.16. Preparation of sample or base material binder, each\$ 50.00

7.17. Sample preparation for soil with admixture, including
admixtures and curing, per hour\$ 65.00

Compaction and Control Tests

7.18. Optimum moisture and density relationship

7.18.1. Standard compaction effort, per sample\$ 120.00

7.18.2. Modified compaction effort, per sample.....\$ 140.00

7.19. Laboratory relative density using vibratory table.....\$ 150.00

7.20. In-place density and moisture using nuclear equipmentIncluded In Hourly Technician Rate

7.21. Lime modification optimum (LMO).....Quoted on Request

7.22. Sample preparation: soil mixtures and curing, per hour.....\$ 65.00

Strength Tests

7.23. California bearing ratio (CBR), per specimen (Proctor cost NOT included).....\$ 170.00

7.24. Sample preparation: soil admixtures and curing for
compaction and strength tests, per hour\$ 65.00

7.25. Soil-cement or soil-lime testsQuoted on request

7.26. Unconfined compression, soil\$ 30.00

7.27. Unconfined compression, rock (with saw cutting cost).....\$ 45.00

7.28.	Unconsolidated-undrained – triaxial	\$ 35.00
* 7.29.	Consolidated-undrained – triaxial	Quoted on Request
* 7.30.	Consolidated-drained – triaxial	Quoted on Request
* 7.31.	Consolidated-drained – direct shear	\$ 200.00
* 7.32.	Residual strength – direct shear	\$ 300.00
* 7.33.	Multi-stage test for triaxial or direct shear	Two Times Test Price

Volume Change Tests

* 7.33.	Consolidation	\$ 250.00
* 7.34.	Swell test, swell pressure and percent swell	\$ 150.00

8. ASPHALTIC CONCRETE MIX DESIGNS

* 8.1.	Provide mix design using aggregates and asphalt furnished for use on project, Marshall Method.....	\$2,500.00
* 8.2.	Compute mix design using previously determined aggregate properties such as gradation, specific gravity, and other design factors, each.....	Hourly Rate

9. ASPHALTIC CONCRETE TESTS

9.1.	Molding test specimens, each specimen	\$ 40.00
9.2.	Determine laboratory density or percent voids, each specimen	\$ 20.00
9.3.	Determine Marshall stability and flow value, each specimen	\$ 40.00
9.4.	Maximum theoretical specific gravity	\$ 60.00
9.5.	Extraction (percent of bitumen and aggregate gradation)	\$ 185.00
9.6.	Laboratory density on field-cut specimen trimmed to size in laboratory (field cutting of specimens are charged separately)	\$ 20.00
9.7.	In-place density of asphalt course using nuclear equipment.....	Hourly Rate

10. MASONRY TESTS

Masonry Compressive Strength

10.1.	Mortar cube compressive strength, each.....	\$10.00
10.2.	Masonry grout compressive strength, each.....	\$10.00
* 10.3.	Masonry prism strength, each.....	\$85.00
* 10.4.	Masonry unit block strength, each	\$40.00

Masonry Mortar Mix Verification

* 10.5	Mix preparation and casting cubes per ASTM C-270 with flow test, each set (does not include strength test cost).....	\$120.00
* 10.6	Water retention test (does not include mix preparation cost)	\$60.00

11. SPECIAL TESTS

Tests not listed above are performed, whether outside our laboratory at cost plus 15 percent or on an hourly basis (see Schedule 46.02 for Hourly Rates for Engineering and Technical Personnel).

- (1) Securing samples at local projects, plant or from supplier's stock will be charged at an hourly rate for the technician plus travel at \$0.50 per mile.
- (2) Rush assignments requiring unscheduled overtime are subject to a 50 percent surcharge.

* These tests are performed only in our Little Rock Laboratory. Additional charges for shipping or transporting samples from our Springdale Laboratory may be applicable.

GRUBBS, HOSKYN, BARTON & WYATT, INC.
CONSULTING ENGINEERS

Schedule 46.02 (June 2014)
Page 1 of 1

**HOURLY RATES FOR
ENGINEERING AND TECHNICAL PERSONNEL**

	Hourly Rates
Senior Principal.....	\$125 to \$165
Principals	\$110 to \$140
Engineer Managers	\$95 to \$120
Sr. Project Engineers.....	\$95 to \$120
Project Engineers	\$85 to \$105
Staff Engineers.....	\$65 to \$85
Technician Supervisor	\$65 to \$85
Senior Technicians.....	\$55 to \$65
CMT or Geotechnical Technicians.....	\$50 to \$60
Engineering Aides and Draftspersons.....	\$35 to \$50

NOTES:

- (1) Full-time construction surveillance will be quoted at weekly or monthly rates on a job-by-job basis.

City of Fayetteville - Purchase Order Request (PO)						Requisition No.:		Date:	
(Not a Purchase Order)								Hoskyn, Barton & Wyatt, Inc.	
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.								Page 37 of 38	
Purchase shall not be made until an actual PO has been issued.									
Vendor #: 288		Vendor Name: Grubbs Hoskyn Barton and Wyatt				Mail ☐ Yes ☐ No		Legistar#: 2014-0417	
Address: Po Box 1248					FOB Point:		Taxable ☐ Yes ☐ No		Expected Delivery Date:
City: Springdale			State: AR		72765	Ship to code:	Quotes Attached ☐ Yes ☐ No		
Requester: Chris Brown					Requester's Employee #: 2695		Extension: 8207		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Testing and Inspection Services	1		120,000.00	\$120,000.00	4560.9560.5314.00	11208.1203		
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: \$120,000.00			
						Tax: \$0.00			
						Total: \$120,000.00			
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			



City of Fayetteville, Arkansas

C. 4
Garver, LLC Amendment No. 3
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 18

Text File

File Number: 2014-0418

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 4

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES ON THE SPRING STREET PARKING DECK PROJECT IN AN AMOUNT NOT TO EXCEED \$168,600.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 3 to the contract with Garver, LLC for construction administration services on the Spring Street Parking Deck project in an amount not to exceed \$168,600.00.

City of Fayetteville Staff Review Form

2014-0418

Legistar File ID

10/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

9/23/2014

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Amendment No. 3 in the amount of \$168,600 to the Contract with Garver, LLC for Construction Phase Services on the Spring Street Parking Deck

Budget Impact:

4560.9560.5314.00	Parking Deck Project Expenses		
Account Number	Fund		
11028.1203	Entertainment District Parking Facility/Construction		
Project Number	Project Title		
Budgeted Item?	Yes	Current Budget	\$ 5,003,175.00
		Funds Obligated	\$ 524,388.47
		Current Balance	\$ 4,478,786.53
Does item have a cost?	Yes	Item Cost	\$ 168,600.00
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ 4,310,186.53

V20140710

Previous Ordinance or Resolution # -12,252-12,75-

Original Contract Number: 2230

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 7, 2014

TO: Mayor and City Council

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

FROM: Chris Brown, City Engineer

DATE: September 19, 2014

SUBJECT: **Approval of Amendment No. 3 in the amount of \$168,600 to the Contract with Garver, LLC for Construction Phase Services on the Spring Street Parking Deck**

RECOMMENDATION:

Staff recommends approval of a contract amendment with Garver, LLC, in the not to exceed amount of \$168,600 for construction administration services on the Spring Street Parking Deck.

BACKGROUND:

A design team led by Garver, LLC was selected by a City selection committee in November, 2011 for engineering and architectural services on the Spring Street Parking Deck. Services under this selection cover all three phases for the overall outcome of a designed parking deck in downtown Fayetteville: Phase 1, Site Selection & Preliminary Design; Phase 2, Schematic Design & Project Development; and Phase 3, Construction Administration Services. The contract for Phase 1, Site Selection & Preliminary Design, was awarded on February 12, 2012.

The contract amendment for Phase 2, Schematic Design & Project Development, with the objective of designing the structure, and performing all associated work required to develop the design and construct the project, was approved in December 2012.

DISCUSSION:

This contract amendment with Garver will provide for construction administration services by Garver and their subconsultants, Carl Walker Parking Consultants and AFHJ Architects. Services provided under this amendment will include review of construction material submittals and other contractor/supplier submittals, design support for changes to the plans as required or requested during construction, and periodic construction observation during the construction period.

BUDGET/STAFF IMPACT:

Funding for this portion of the contract is coming from parking revenue bond proceeds.

Attachments:

Contract Amendment No. 3 with Garver

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

**SPRING STREET PARKING DECK
CONTRACT AMENDMENT NO. 3**

This Contract Amendment No. 3, dated _____, 2014 shall amend the original contract between the **CITY OF FAYETTEVILLE** (Owner) and **GARVER, LLC** (Engineer), dated February 21, 2012 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 3 adds additional professional services during the construction phase of the project for the:

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

The original contract is hereby modified as follows:

SECTION 5 – PAYMENTS TO GARVER

5.1 Compensation

Increase the not to exceed amount by \$168,600.

EXHIBIT A – SCOPE OF SERVICES

Add Section 1.3 to the *Exhibit A - Scope of Services* for additional services as attached to and made a part of this amendment.

EXHIBIT B – SUMMARY OF COSTS

Add the Exhibit B sheets attached hereto to Exhibit B contained in the original contract and Amendment Nos. 1 & 2.

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

OWNER

ENGINEER

CITY OF FAYETTEVILLE

GARVER, LLC

By: _____

By: Bruce Holt

Title: _____

Title: EXEC VP

ATTEST: _____

ATTEST: Ross

AMENDMENT NO. 3 - EXHIBIT A

DOWNTOWN PARKING DECK

SCOPE OF SERVICES

1.3 PHASE 3 – CONSTRUCTION ADMINISTRATION SERVICES

Garver will subcontract with Carl Walker, Inc. and AFHJ Architects to perform portions of the Phase 3 services. The scope for the services for the Project Team will include:

1.3.1 Pre-Construction Services

- A. Garver will Issue a Notice to Proceed letter to the Contractor.
- B. Garver will provide coordination with the franchise utilities.
- C. The Project Team will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Project Team on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Project Team's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. One set of approved shop drawings and construction material submittals will be prepared and delivered to the City.

1.3.2 Construction Services

- A. Garver will attend progress/coordination meetings on a bi-monthly basis with the City/Contractor.
- B. The Project Team will issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- C. Review of the Contractor's progress payment requests is excluded from the scope of services.
- D. Resident construction observation services for the construction are excluded from the scope of services. Garver will provide up to 110 hours of onsite consultation on an as-needed basis.

In performing limited construction observation services, Garver will endeavor to protect the City against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s)

takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the City immediately, so that appropriate action under the City's contract with the Contractor can be taken.

- E. As a Subconsultant to Garver, Carl Walker, Inc. will provide Specialty Services during the construction phase for the parking garage structure as specified in the attached proposal and as follows:
 - 1. Material submittal reviews and response to RFIs for responsible items.
 - 2. One concrete pre-placement meeting with the Construction Manager, concrete sub-contractor, ready-mix supplier prior to the parking garage concrete pour.
 - 3. Provide one on-site observation of the work to help ensure the work is being performed in conformance with the intent of the design documents.
 - 4. Assist in the preparation and closeout of the project punch list. This includes one site visit to create a punch list of items related to the parking deck superstructure.
- F. As a Subconsultant to Garver, AFHJ Architects, with assistance from KB Architects, will provide Architectural services during the construction phase for the parking garage structure and Northern Liner Building as specified in the attached proposal and as follows:
 - 1. Material submittal reviews and response to RFI's for responsible items.
 - 2. Provide periodic site visits for observation of the Architectural components which include steel screening, windows, storefronts, curtain walls, guardrails, handrails, lighting fixtures, cement board, metal siding & flashing, concrete for screening coordination, elevator, glazing, green screen, expansion joints, skylight, roof hatch, metal soffit, metal roof, insulation, sheathing, paint, stair nosing, TPO roofing, steel studs, channels, fire proofing, gypsum board, joint sealers, doors and hardware. In addition to the site visits by AFHJ Architects, fees include three (3) site visits from KB Architects during the construction phase.
 - 3. Provide LEED documentation.
 - 4. Attend coordination meetings as necessary.
 - 5. Attend final project walkthrough and assist in the preparation of the closeout documents and project punch list.
- G. Survey crew time for field checking quantities, contractor's layout, etc. have been excluded from the scope of services
- H. When authorized by the City, the Project Team will prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the City will pay the Project Team an additional fee to be agreed upon by the City and Garver.

1.3.3 Project Close-Out

- A. Garver will attend and participate in the Pre-Final Inspection and the entire Project Team will participate in the final project inspection, prepare punch list, review final project closing documents, and review the final pay request.
- B. Garver will review whether the Punch list Items have been addressed in a satisfactory manner.

- C. The Project Team will review the Contractor's As-Built drawings and transfer items to the originals with applicable notes. One set of drawings will be provided to the City along with the digital copy.

EXHIBIT B - AMENDMENT NO. 2

**CITY OF FAYETTEVILLE
SPRING STREET PARKING DECK**

FEE SUMMARY

	Original Agreement	Amendment 1	Amendment 2	Amendment 3	Totals
Phase 1 - Site Selection					
<i>Geotechnical Services (Grubbs, Hoskyn, Barton & Wyatt)</i>	\$76,000.00	\$0.00	\$0.00	\$0.00	\$76,000.00
<i>Architectural Services (AFHJ Architects/KB Architects)</i>	\$64,900.00	\$0.00	\$0.00	\$0.00	\$64,900.00
<i>Parking Garage Specialist (Carl Walker, Inc.)</i>	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00
<i>Prime Consultant - Garver</i>	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Subtotal for Phase 1 Services	\$235,900.00	\$0.00	\$0.00	\$0.00	\$235,900.00
Phase 2 - Schematic Design and Project Development					
<i>Utility Marking (ARKUPS)</i>	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00
<i>Title Research (Elite Title)</i>	\$0.00	\$250.00	\$0.00	\$0.00	\$250.00
<i>Geotechnical Services (Grubbs, Hoskyn, Barton & Wyatt)</i>	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00
<i>Surveys</i>	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
<i>Property Line Adjustment</i>	\$0.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00
<i>Schematic Design Development</i>					
<i>Garver</i>	\$0.00	\$79,700.00	\$0.00	\$0.00	
<i>Carl Walker - Parking Deck Specialist</i>	\$0.00	\$38,400.00	\$0.00	\$0.00	
<i>AFHJ Architects</i>	\$0.00	\$28,100.00	\$0.00	\$0.00	\$146,200.00
<i>Preliminary Project Design</i>					
<i>Garver</i>	\$0.00	\$102,300.00	\$0.00	\$0.00	
<i>Carl Walker - Parking Deck Specialist</i>	\$0.00	\$45,000.00	\$0.00	\$0.00	
<i>AFHJ Architects</i>	\$0.00	\$37,500.00	\$0.00	\$0.00	\$184,800.00
<i>Construction Documents</i>					
<i>Garver</i>	\$0.00	\$106,100.00	\$0.00	\$0.00	
<i>Carl Walker - Parking Deck Specialist</i>	\$0.00	\$86,700.00	\$0.00	\$0.00	
<i>AFHJ Architects</i>	\$0.00	\$75,000.00	\$0.00	\$0.00	\$267,800.00
<i>Additional Services</i>					
<i>Garver</i>	\$0.00	\$0.00	\$17,300.00	\$0.00	
<i>Carl Walker - Parking Deck Specialist</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>AFHJ Architects</i>	\$0.00	\$0.00	\$46,525.00	\$0.00	\$63,825.00
<i>Construction Contract Procurement</i>					
<i>Garver</i>	\$0.00	\$17,900.00	\$0.00	\$0.00	
<i>Carl Walker - Parking Deck Specialist</i>	\$0.00	\$4,900.00	\$0.00	\$0.00	
<i>AFHJ Architects</i>	\$0.00	\$9,400.00	\$0.00	\$0.00	\$32,200.00
Subtotal for Phase 2 Services	\$0.00	\$675,000.00	\$69,825.00	\$0.00	\$744,825.00
Phase 3 - Construction Administration Services					
<i>Construction Materials Testing</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Construction Phase Services</i>					
<i>Garver</i>	\$0.00	\$0.00	\$0.00	\$79,500.00	\$168,600.00
<i>Carl Walker - Parking Deck Specialist</i>				\$38,600.00	
<i>AFHJ Architects</i>	\$0.00	\$0.00	\$0.00	\$50,500.00	
Subtotal for Phase 3 Services	\$0.00	\$0.00	\$0.00	\$168,600.00	\$168,600.00

Garver,

Salary Costs	\$0.00	\$8,580.00	\$19,398.00	\$24,934.00	\$15,732.00	\$8,820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,464.00
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\$77,464.00

Document Printing/Reproduction/Assembly	\$426.00
Postage/Freight/Courier	\$60.00
Survey Supplies	\$0.00
Travel Costs	\$1,550.00

2,036.00

\$79,500.00

AFHJ PROPOSAL

REVISED CONSTRUCTION ADMINISTRATION TASKS - SEE NOTES AT BOTTOM
BASED ON CURRENT QUOTED COMPLETION DATE
4/19/02
HOURS
FEE

Pre-Construction meeting, notes, documentations		
Construction coordination / kick off meeting / notes	22	
Construction progress meetings, notes, communication	55	
RFI receipts, log in, response, issue required drawings	25	
Sample receipts, log in, review, response, communication.		
(Samples include all materials specified under architectural sections)	80	
Shop drawings receipts, log in, review, response, log out		
(Shop drawings include all sections issued under architectural sections)	65	
LEED submittals, log in, review, response, separate filing required, log out	40	
Construction observation hours	70	
Field reports, document filing, communication	90	
Proposal requests, change orders, log in, drawing, review response, communication	4	
Substantial completion walk through		
Punch list, documentation, communication	3	BALANCE BY OWNER
Final walkthrough, closeout documents	3	BALANCE BY OWNER

SUBTOTAL
457
\$45,700

3 tips by KBA
\$4,800

TOTAL
\$50,500

1. THESE HOURS DO NOT INCLUDE CHANGE OF SCOPE OR REDESIGN OF THE PROJECT
2. THESE HOURS DO NOT INCLUDE SCHEDULE BEYOND CURRENT COMPLETION DATE
3. THE FEE CAN BE CHARGED ON AN HOURLY NOT TO EXCEED, BASED ON \$100/HR. AFHJ WILL LIMIT THEIR HOURS AS SCHEDULED UNLESS OTHERWISE REQUESTED BY OWNER, IN WRITING, AS AN INCREASED SCOPE OF WORK
4. AFHJ IS REQUIRED TO PERFORM TASKS THAT WILL AFFECT THEIR LIABILITY
5. ABOVE HOURS ARE REDUCED FROM WHAT AFHJ CONSIDERS A PROFESSIONAL LEVEL OF SERVICE TO A MINIMUM LEVEL OF SERVICE BASED ON OWNERS REQUEST.
6. ARCHITECT WILL RECEIVE DOCUMENTATION ON LINE ITEMS PERFORMED BY OWNER
7. IF TRIPS BY KBA ARE FURTHER REDUCED AFHJ WILL HAVE TO FILL IN FOR THEIR PORTION OF THE WORK AND COMMUNICATE LONG DISTANCE ANY ISSUES THAT MIGHT ARISE. THEREFORE THE TOTAL HOURS FOR THAT LINE ITEM MAY BE REDUCED BUT WILL NOT BE ELIMINATED. IF IN OUR PROFESSIONAL JUDGEMENT ISSUES REQUIRE THEIR DIRECT ATTENTION, THEY WILL BE REQUIRED TO MAKE THE TRIP.
8. ANY UNKNOWN CONDITIONS THAT ARISE DURING CONSTRUCTION, WHICH MAY RESULT IN WORK IN ADDITION TO THE QUOTED HOURS WILL BE CONSIDERED ADDITIONAL SERVICE
9. DECISIONS REGARDING DETAILS, AND DESIGN OF ARCHITECTURAL ELEMENTS AS WELL AS OTHER ELEMENTS THAT AFFECT ARCHITECTURAL DESIGN HAVE TO BE REVIEWED AND APPROVED BY THE ARCHITECTS
10. ARCHITECTS HOURS LISTED NEXT TO WORK TO BE PERFORMED BY OWNER ARE FOR REVIEW OF DOCUMENTATION ONLY
11. THE HOURS QUOTED ARE ESTIMATES AND THE OVERALL BALANCE MAY BE SHIFTED FROM ONE LINE ITEM TO ANOTHER, EACH LINE ITEM AND ANY ADDITIONAL SERVICES WILL BE DOCUMENTED INDIVIDUALLY. THE FINAL TOTAL HOURS WILL BE BALANCED AGAINST THE QUOTED HOURS. ONLY IF ANY OF ADDITIONAL SERVICE HOURS EXCEED BEYOND THE TOTAL QUOTED HOURS, ADDITIONAL FEE WILL BE INCURRED.



September 22, 2014

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

Re: Spring Street Parking Deck – Phase 3 Construction
Fayetteville, Arkansas
Carl Walker, Inc. Proposal N1-14-515

Dear Ron:

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

As specialists in the design and construction of multi-level parking structures, we believe that our expertise will be an asset for you and the owner in developing a user-friendly and cost-effective parking facility. As we work through our firm's 31st year in business, our experienced staff of designers can proudly reflect on thousands of projects, hundreds of parking structures and millions of parking spaces for clients nationwide.

PROJECT UNDERSTANDING

Based upon our involvement in the site selection and design phases of this project, we understand that construction will proceed on the 236 space, 3-level parking structure. The construction will be of long-span post-tensioned concrete, and include cast-in-place concrete stair and elevator towers. Additionally, the design includes an enclosed south liner building partially within the footprint of the garage, and a partially-enclosed east liner building adjacent to the southeast corner of the garage.

This third phase of the project will cover construction administration services for the parking structure. We understand the *City of Fayetteville* has a timeline of approximately 12 months for the construction of the parking structure immediately following design, and upon notice to proceed given to the contractor. Length of schedule increases brought forth by parties outside of *Carl Walker, Inc.*'s control, which increase the need for labor and expenses on our part beyond the basic services included with this proposal will be subject to additional services increases in the fee set forth in this proposal for our work.



Mr. Ron Petrie
Spring Street Parking Deck
September 22, 2014

SCOPE OF SERVICES

As noted above, **Carl Walker, Inc.** will function as the *Parking Facility Design Consultant* for this new facility. In this capacity, we will provide functional and structural design consulting and construction administration with our in-house staff. See below and attached for a detailed Scope of Services for our work.

Not included in our scope is construction administration for other building designs (e.g. the WAC Administration Building), architecture, geotechnical engineering, foundations (piers, piles, caps, retaining walls, grade walls, pits) structural engineering, MEP engineering, civil engineering, landscape architecture, surveying, street traffic engineering (roadway/intersection improvements), traffic impact analysis, environmental, security systems, architectural graphics or construction costing and scheduling. If necessary, we can assist in obtaining these services.

Carl Walker, Inc. will...

Construction Administration Phase

- A. Review shop drawings and submittals on work specified and/or detailed by **Carl Walker, Inc.**
- B. Respond to RFIs on work specified and/or detailed by **Carl Walker, Inc.**
- C. Coordinate with project consultants, where necessary.
- D. Attend scope related meetings during construction in conjunction with site observation visits, if possible. Our fee covers a maximum of three (3) site visits during construction.
- E. Provide final punch list (punch list site visit is included in the above) and record drawings for parking and structural items.

PROFESSIONAL FEES

Based upon our project understanding and the Scope of Services discussed above, we are proposing a professional fee, on an hourly not-to-exceed basis, of \$36,300. Project related expenses such as travel, communications, delivery, reproductions, printing, etc. are not included in this fee. We estimate project related expenses in the amount of \$2,300. Expenses will be billed in addition to our hourly not-to-exceed fee.

FEE EXCLUSIONS

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

- Permits, Fees, or Other Related Miscellaneous Expenses
- Topographic and Utilities Survey
- Boundary Line Surface Survey
- Hydrology Study
- Architecture



Mr. Ron Petrie
Spring Street Parking Deck
September 22, 2014

- Civil Engineering
- MEP Engineering
- Construction Soils Testing
- Construction Materials Testing
- Special Inspections
- Environmental Impact Assessment
- Interior Design
- Traffic Engineering of Street or Intersection Improvements
- Geotechnical Engineering Consultant
- Foundations Structural Engineering
- Other buildings Structural Engineering
- Landscape Architect
- Security Systems Consultant
- Costing and Scheduling Consultant

ADDITIONAL SERVICES

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

TERMS AND CONDITIONS

We anticipate that this proposal will be an addendum to the formal contract agreement between Garver, LLC and **Carl Walker, Inc.** for the above mentioned project.

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

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



Mr. Ron Petrie
Spring Street Parking Deck
September 22, 2014

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

Sincerely,

Carl Walker, Inc.

A handwritten signature in black ink, appearing to read "Jeffrey R. Hanson".

Jeffrey R. Hanson, P.E.
Senior Project Manager

A handwritten signature in black ink, appearing to read "Michael C. Ortlieb".

Michael C. Ortlieb, P.E.
Executive Vice President

cc: Fabio Serrato – **Carl Walker, Inc.**

ACKNOWLEDGED AND ACCEPTED

Garver, LLC

SIGNATURE

NAME / TITLE

FIRM

DATE



Mr. Ron Petrie
Spring Street Parking Deck
September 22, 2014

PARKING FUNCTIONAL AND STRUCTURAL DESIGN SCOPE OF SERVICES

Page 1 of 1

A. Construction Administration

1. Attend pre-construction meetings as follows:
 - a. One (1) concrete pre-placement meeting with the General Contractor and their concrete sub-contractor, ready-mix supplier, etc. prior to placing and finishing supported level concrete in the garage.
2. Review appropriate shop drawings and submittals related to our scope of work.
3. Respond to Requests for Information (RFI's) related to our scope of work.
4. Provide one (1) on-site observation of the Work, to help assure the work is being performed in conformance with the intent of the design documents.
5. Assist in preparation and closeout of the project punch list. This includes one (1) site visit to create punch list items relating to **Carl Walker, Inc.** scope of work.



Mr. Ron Petrie
Spring Street Parking Deck
September 22, 2014

CARL WALKER, INC.

FEE SCHEDULE FY 2014

FSWP:2014

President	\$281.00	-	\$281.00	/Hr
Executive/Senior Vice President	\$209.00	-	\$249.00	/Hr
Vice President; Managing Principal	\$183.00	-	\$209.00	/Hr
Principal	\$145.00	-	\$173.00	/Hr
Restoration Manager; Chief Engineer	\$183.00	-	\$209.00	/Hr
Senior Project Manager	\$138.00	-	\$162.00	/Hr
Project Manager; Senior Engineer	\$119.00	-	\$162.00	/Hr
Senior Architect; Senior Planner	\$122.00	-	\$127.00	/Hr
Senior Parking/Restoration Specialist	\$135.00	-	\$154.00	/Hr
Parking/Studies Specialist	\$124.00	-	\$133.00	/Hr
Project Engineer/Architect; Design Engineer	\$ 93.00	-	\$126.00	/Hr
Chief/Senior Design Technician	\$111.00	-	\$133.00	/Hr
Design/Parking Technician	\$ 80.00	-	\$ 86.00	/Hr
Restoration Specialists	\$ 84.00	-	\$104.00	/Hr
Restoration Technician	\$ 71.00	-	\$101.00	/Hr
Clerical	\$ 52.00	-	\$ 90.00	/Hr

Hourly billing rates are effective March 1, 2014 through February 28, 2015.



City of Fayetteville, Arkansas

C. 5
Walton Arts Center Cost-Share Agreement
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316

Text File

File Number: 2014-0420

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 5

A RESOLUTION TO APPROVE THE COST-SHARE AGREEMENT WITH THE WALTON ARTS CENTER REGARDING CONSTRUCTION COSTS FOR THE WALTON ARTS CENTER ADMINISTRATIVE HEADQUARTERS BUILDING

WHEREAS, the City has agreed to work cooperatively with the Walton Arts Center to facilitate the joint construction and expansion of a new Administrative Headquarters Building in connection with the Spring Street Municipal Parking Deck Project; and

WHEREAS, the Walton Arts Center has agreed to reimburse the City of Fayetteville for all costs and expenses of construction and finishing out that exceed the amount the City has agreed to contribute to the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Cost Share Agreement with the Walton Arts Center for the Walton Arts Center Administrative Headquarters Building which obligates the City of Fayetteville to pay for construction of the basement shell structure and to contribute \$1,400,000.00 toward construction and finishing out of the basement, ground floor and second floor offices.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City of Fayetteville to pay all construction costs for the project and to receive reimbursement from the Walton Arts Center for any costs and expenses exceeding the amounts the City of Fayetteville has committed.

City of Fayetteville Staff Review Form

2014-0420

Legistar File ID

10/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/23/2014

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a cost share agreement with the Walton Arts Center for reimbursement of construction costs for the Walton Arts Center Administrative Headquarters in association with the Spring Street Municipal Parking Deck.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 238-12

Original Contract Number:

Approval Date:

Comments: Any budget impact is being recognized within the Baldwin & Shell Contract Amendment No. 2 agenda item and therefore should not be duplicated with this item.



CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 07, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director 

DATE: September 23, 2014

SUBJECT: Spring Street Parking Deck-Cost Share Agreement with Walton Arts Center

RECOMMENDATION:

Staff recommends approval of a cost share agreement with the Walton Arts Center, to facilitate the reimbursement of expenses that are the responsibility of the Walton Arts Center with the construction of the replacement and expanded Administrative Headquarters office building.

BACKGROUND:

In December of 2012, after considerable discussion and investigation related to locating a new municipal parking deck in the Dickson Street entertainment area, the City Council selected the block which contains the Walton Arts Center as the preferred location. Siting the new deck in this location, at the northwest corner of Spring and School behind the Walton Arts Center theater building, required the removal of the Administrative Headquarters office building that housed most of the Walton Arts Center staff. The City agreed to work cooperatively with the Walton Arts Center to facilitate the joint construction projects – a major Walton Arts Center expansion and the Municipal Parking Deck – in an effort to minimize disruption and provide needed cultural arts and entertainment infrastructure in the Dickson Street area. To that end, the City also agreed to excavate and construct a basement level backstage expansion area for the WAC's back-of-house functions, and to construct an integrated north liner building with the parking deck project to replace the office building. During this process, the Walton Arts Center decided to take the opportunity to expand their facility, at their cost, to meet present and future needs.

DISCUSSION:

The City already has a contract for excavation and demolition of the existing office building. The construction contract that is being considered separately with Baldwin & Shell under a Guaranteed Maximum Price includes both the parking deck and the replacement/expansion of the WAC Administrative Headquarters office building. This cost share agreement is intended to document and formalize the process by which the City will pay for all construction costs, and subsequently be reimbursed by the Walton Arts Center for any costs exceeding what the City has already committed. Change Orders that impact the cost of the north liner building will be to

the detriment or benefit of the Walton Arts Center; the City has committed a fixed \$1,400,000 to the replacement of the office building space.

BUDGET/STAFF IMPACT:

Funding for this item is being recognized and appropriated within Contract Amendment No. 2 with Baldwin & Shell, which is a separate agenda item. The City is committing a fixed \$1,400,000 to the cost of the structure and finish out of the basement, ground floor and second floor offices of the new Walton Arts Center Administrative Headquarters Building. Any and all costs or expenses in excess of the \$1,400,000 to be paid by the City to construct, enlarge, enhance and finish its new Administrative Headquarters Building, not including the basement shell structure, is the sole responsibility of the Walton Arts Center.

Attachments:

Cost Share Agreement

COST SHARE AGREEMENT

On this 24th day of September, 2014, the City of Fayetteville and the Walton Arts Center Council, Inc. (hereinafter "Walton Arts Center") for their Cost Share Agreement for their joint costs and expenditures to replace and enlarge the Walton Arts Center Administrative Headquarters Building, agree to the following facts, proposals and commitments:

1. In order to construct the City Parking Deck on the same block as the Walton Arts Center's main building, the existing Walton Arts Center Administrative Headquarters Building had to be demolished.
2. The City of Fayetteville therefore agreed to construct a replacement Administrative Headquarters Building as the north liner building of the Parking Deck above the back stage enlargement area.
3. The Walton Arts Center desires to enlarge and enhance its new Administrative Headquarters Building and pay for this additional expense if the City of Fayetteville enters into this Cost Share Agreement for the construction of this building.

NOW THEREFORE, the City of Fayetteville and the Walton Arts Center, Inc. agree as follows:

1. The City of Fayetteville agrees to instruct and pay the contractor to build the new Walton Arts Center Administrative Headquarters Building as the north liner building of the Parking Deck as currently shown on the approved plans.
2. The City of Fayetteville agrees to pay for the basement shell and also agrees to contribute One Million Four Hundred Thousand Dollars (\$1,400,000.00) toward the cost of the finish out of the basement, ground floor and second floor offices of the new Walton Arts Center Administrative Headquarters Building.
3. The Walton Arts Center Council, Inc. agrees that any and all costs or expenses to construct, enlarge, enhance and finish its new Administrative Headquarters Building, not including the basement shell which shall be paid for by the City of Fayetteville, in excess of the \$1,400,000.00 to be paid by the City of Fayetteville shall be and are the sole responsibility of the Walton Arts Center which further agrees to promptly pay these



costs to the City of Fayetteville upon proper invoice being furnished to the Walton Arts Center. 4. Change orders affecting the construction or interior finish out of the Administrative Headquarters Building, must be approved by both the City and the Walton Arts Center to be effective.

5. Savings made possible by change orders for this Administrative Headquarters Building construction and finish out shall inure to the benefit of the Walton Arts Center and reduce the amount of its cost share.

6. Any additional expenses caused by such change orders shall be the responsibility of the Walton Arts Center and may increase its cost share if such change order has been approved and signed off by the Walton Arts Center, its Agent Peter Lane, its Agent Tim Vogt, or a designated successor.

7. Properly invoiced costs that are the Walton Arts Center Council, Inc.'s responsibility pursuant to this Agreement shall be paid to the City of Fayetteville within thirty (30) days of submission by the City to the Walton Arts Center.

8. The Walton Arts Center by this Agreement designates Peter Lane and Tim Vogt as its Agents to approve or disapprove, agree or reject all proposed change orders related to this Agreement unless and until this agency is revoked in writing by the Walton Arts Center Council, Inc.

9. The City of Fayetteville by this Agreement designates Mayor Jordan or his designee to approve all change orders for the City.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk

**THE WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
**PETER B. LANE, President
and CEO**

Date: 9/24/14

WITNESS: _____



City of Fayetteville, Arkansas

C. 6
Baldwin & Shell Construcion
Company Amendment No. 2
113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD -
479-521-1316
Page 1 of 34

Text File

File Number: 2014-0419

Agenda Date: 10/7/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 6

A RESOLUTION TO AUTHORIZE AMENDMENT NO. 2 TO THE CONTRACT WITH BALDWIN & SHELL CONSTRUCTION COMPANY FOR CONSTRUCTION PHASE SERVICES FOR THE SPRING STREET PARKING DECK PROJECT, 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 Amendment No. 2 to the contract with Baldwin & Shell Construction Company for construction phase services for the Spring Street Parking Deck Project.

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.

City of Fayetteville Staff Review Form

2014-0419

Legistar File ID

10/7/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

9/23/2014

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Contract Amendment No. 2 with Baldwin & Shell Construction Company for full construction phase services of the Spring Street Municipal Parking Deck, and approval of a budget adjustment.

Budget Impact:

4560.9560.5804.00

Parking Deck Project Expenses

Account Number

Fund

11028.1203

Entertainment District Parking

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution # 135-14

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 07, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director

DATE: September 23, 2014

SUBJECT: Spring Street Parking Deck-Amendment No. 2 to the Contract with Baldwin and Shell

RECOMMENDATION:

Staff recommends approval of a resolution to approve contract amendment No. 2 with Baldwin & Shell Construcion Company in an amount not to exceed \$10,402,583 for construction phase services related to construction of the Spring Street Municipal Parking Deck and Walton Arts Center Administration offices/backstage expansion area. When added to Bid Package No. 1, the Total GMP is \$10,850,531. Included with this approval is a budget adjustment to facilitate the funding of this project.

BACKGROUND:

The City of Fayetteville is constructing a parking deck in the downtown area/entertainment district on the northwest corner of School Avenue and Spring Street, adjacent to and southeast of the Walton Arts Center (WAC) facility. The objective is to relieve current parking shortfalls and to create supply in an area anticipated to see increased parking demand.

Garver, LLC has led the design team for engineering and architectural services thus far on the project, coordinating with the City's team and in collaboration with the WAC and Boora Architects. Baldwin and Shell Construction Company was selected in April of 2013 to provided professional construction management services for this project. Services under the selection cover both preconstruction and construction phases of the work for the parking deck. A preconstruction phase service contract in the amount of \$40,000 was awarded at that time, with the objective of providing the design team with detailed contractor perspective input, including cost estimating at various points of in the design process. It has been through this estimating service that the design team has been able to make informed design decisions to reduce cost in the overall project from initial estimates. Under the construction management process, bids are publicly advertised and opened, and the Construction Manager establishes a Guaranteed Maximum Price based upon these bids.

The initial phase of construction (mobilization, demolition and excavation) was advertised for public bids and awarded in July in the amount of \$447,948. Work was initially set to begin in earnest in August, but based upon much higher than expected bids received at the bid opening on August 22 for the remainder of the project, the Mayor delayed the commencement of

construction until staff could work with our design and construction management team to find a more viable way to proceed. On August 26, I reported to the Council that the construction costs as bid were at \$12.2 million, or \$2.4 million above the previous estimate. Combined with additional estimated costs such as utility relocation, testing services, construction administration, fees, etc. staff was estimating the project was at a deficit of \$5.3 million from the original budget established in 2012. It was with this in mind that we went back to Garver and Baldwin & Shell to establish a better path forward, estimated a month's delay to finalize a recommendation.

DISCUSSION:

In the past month, the City and design teams have been working on several options to present to the Council. This contract amendment represents, in our opinion, the best path forward to construct this important infrastructure investment within the heart of our downtown cultural arts and entertainment district. Following are important points to consider with this proposal:

- 1) Baldwin & Shell has prepared a competitive proposal to manage the concrete work themselves, rather than pay for a "turn-key" contractor to do the work. This particular bid on the market was extremely high, and Baldwin & Shell have managed to reduce this cost by approximately \$1.1 million by self-performing the work. ***These savings are factored into the GMP.***
- 2) Negotiations with sub-contractors, changes in specifications and identifying negotiated changes within the project have thus far resulted in a net savings of approximately \$350,000. Staff for both the City and WAC continues to work on a few remaining items to further reduce the cost. Any additional changes agreed upon prior to the City Council meeting on October 07 will be incorporated into a revised Guaranteed Maximum Price (GMP); changes that reduce the overall cost after the GMP has been established and approved can be approved by Change Order. ***Savings of \$350,000 have been factored into the GMP; additional savings are being considered that have not been factored into the GMP.***
- 3) Staff has identified a couple items within the project that the City can self-perform that results in savings. Specifically, the City Transportation Dept. can trench and install conduit for underground utilities along Spring Street. We are also evaluating the cost difference for the City to install sidewalks, street trees, etc., but have not yet made a final decision. ***These savings have not yet been factored into the GMP.***
- 4) We are receiving new bids on 4 trade packages that either came in well over budget, had no bids or a single bid: Miscellaneous Steel (\$640,000), Weathered Steel Panels and Green Screen System (\$92,000), Metal Wall Soffit Panels (\$326,268), and Fiber Cement Wall Panels (\$107,397). The amounts here represent allowances that Baldwin & Shell has estimated and included in the GMP. It is our hope that with re-bidding these particular packages, these costs will be reduced and included in a new GMP by the October 07 meeting. Bids will not be received until October 02, so staff will send out a revised packet and GMP to all Council members as soon as we are able in advance of the meeting. ***These potential savings have not yet been factored into the GMP.***
- 5) Staff has negotiated the outside contracts necessary for the project, with an approximate savings of \$150,000. ***These savings are factored into separate agreements for Council consideration.***
- 6) The bids originally opened on August 22 are valid for 60 days. This places the Council's consideration of this proposal on a timeframe of either October 07 or October 21. October 21 would represent the 60th day, therefore at the risk of changing the GMP after initial submittal, staff has asked the Council to consider this item on the October 07

meeting. This would also reduce the delay in getting contractors mobilized on the site to begin work.

The current GMP proposal for Bid Package No. 2 is \$10,402,483. Together with Bid Package No. 1, the design contract, testing services contract, Construction Administration contract, WAC expenses, utility relocation agreements, and a contingency amount, the total expenditures for this project are \$12,684,119. Compared to the funds available for the project through the Bond Issue, Parking Revenue, Drainage Funds, and the Walton Arts Center's estimated contribution to the project for the areas of their responsibility, the funding gap is currently at \$3,872,067. Staff proposes the following:

- 1) Appropriate \$1,500,000 received from the Walton Arts Center Governance amendments back to the Walton Arts Center campus and the parking deck that will serve the entire area.
- 2) Appropriate \$2,372,067 out of General Fund Reserves to cover the balance, with the intent to repay this amount over time from additional revenue received from the parking deck utilization.

Staff will revise the use of General Fund Reserves as additional negotiated changes are accepted above and beyond those that already have been, and with the bids received on October 02.

As staff has updated the Council on several occasions, cost estimates have consistently been higher than our initial budget established with the parking revenue bonds. There has been much time and effort put into cost estimating, design changes and overall systems evaluation to provide a project that meets the expectations of all involved, including multiple public input sessions before design was started. Staff has taken the input given from the Council and the public to design the deck structure to incorporate liner buildings at the south and east corners, in addition to the liner building along the north side of the deck that will house the Walton Arts Center Administrative Headquarters and back-of-house space, which is absolutely necessary for the Walton Arts Center to expand at their current location. We were able to accomplish most, but not all, requests of the Council. The exterior elements that create the architectural interest of the façade have remained, and our value engineering and design changes have focused on structural and interior systems, specifications and elements.

This completes the procurement process for construction phase services. It must be noted that the City has not allocated a great deal of contingency with this contract. Attached to this memo is the Guaranteed Maximum Price Amendment, serving as Exhibit A to the already approved contract with Baldwin & Shell. The contract agreement is between the City of Fayetteville and Baldwin & Shell as our construction manager, and includes the construction services identified and described in the subsequent attachments, along with specified negotiated changes, qualifications and modifications to construction specifications, drawings, etc.

BUDGET/STAFF IMPACT:

Funding for this contract is coming from parking revenue bond proceeds, parking funds budgeted for the project, drainage funds allocated for improvements along Spring Street and the balance from General Fund Reserve. At the current time, the impact to the General Fund Reserve is \$2,372,067.

Attachments:

Parking Deck Funding/Cost Summary

Contract Amendment No. 2
Guaranteed Maximum Price for Bid Package No. 2 (Incl. Attachments)

Spring Street Municipal Parking Deck Cost Summary

24-Sep-14

Funds		Expenditures	
Bond Issue	\$5,857,832	Site Selection/Design	\$980,725
Parking Revenue	\$970,458	Pre-Construction Services	\$40,000
Drainage Funds	\$75,000	WAC Relocation	\$6,000
WAC Contribution (Est)	\$1,908,762	WAC Temporary Offices	\$108,000
		SourceGas Line Relocation	\$31,844
	\$8,812,052	AEP Power Line Relocation	\$66,834
		Construction Admin. Services	\$168,600
		Testing Services	\$120,000
		Parking Pay Equipment	\$100,000
		Impact and Permit Fees	\$11,585
		Contingency	\$200,000
		Negotiated GMP	\$10,850,531
			\$12,684,119
		Funding Gap	(\$3,872,067)
Governance Fund Appropriation			\$1,500,000
General Fund Reserves Appropriation			\$2,372,067
			<u>\$0</u>



September 19, 2014

Mr. Jeremy Pate, Director Development Services
 City of Fayetteville
 113 West Mountain
 Fayetteville, AR 72701

Re: Spring Street Parking Deck
 Proposal - Bid Package No. 2

Dear Jeremy,

We are pleased to present this proposal for Bid Package No. 2 for the Spring Street Parking Deck and North Liner Building. This proposal is resultant of the public bid opening we conducted on August 22, 2014, subsequent negotiations with our low subcontractors, and multiple meetings with both the design team and city staff.

Proposed Guaranteed Maximum Price (GMP) for Bid Package No. 2: \$10,402,583
 (Including currently accepted Negotiated Changes, refer to Attachments "B" & "C".)

Current Contract (Bid Package No. 1)	447,948
Total Proposed GMP	<u>\$10,850,531</u>

Refer to Attachment "A" for itemized breakdown of this proposal.

We have estimated construction duration of 365 calendar days to achieve Substantial Completion.

We are pleased to present the following **Deductive Alternates** for your consideration:

1. Delete installation of buried conduits for undergrounding of overhead utilities along Spring Street.
 (City to self-perform.)
 Deduct \$ 99,858

2. Delete sidewalks, street trees, grates, structural soil, street lights, irrigation along Spring and School Streets. (City to self-perform.)
 Deduct \$ 109,300

Due to insufficient coverage on some bid packages on bid day we have established the following **Allowances** which are included in the Proposed GMP. For the packages noted "to re-bid" we have solicited bidders and established a bid date of October 2, 2014.

- \$640,000 Miscellaneous Steel
- \$ 92,000 Weathered Steel Panels and Green Screen System
- \$326,268 Metal Wall & Soffit Panels
- \$107,397 Fiber Cement Wall Panels

Please note the following **Qualifications** to this proposal:

- Pricing is based on Specifications, Drawings, and Addenda as listed in Attachments "F", "G", & "H".
- Building concrete work will be performed under multiple packages in lieu of a single turnkey package.
- Refer to Attachment "D" for list of Qualifications and Modifications associated with the concrete work and specifications.
- Our Agreement with the Owner (AIA Document A133-2009) will be amended to include Boora Architects Inc. as Architect of Record for the North Liner Building.
- Monthly payment applications will be sent directly to the City of Fayetteville.
- Contingency is for the sole use of the Construction Manager/General Contractor.
- Additional time will be granted for adverse weather conditions.

Please note the following **Exclusions**:

- Building Permit Fees
- Impact fees / utility connection fees
- Utility company charges
- Rock excavation
- Undercut of unsuitable soils beyond allowance (18" below bottom of garage slab on grade)

Please note the following **Unit Prices**:

1. Trench rock excavation. \$215 / C.Y.
2. Drilled pier unit prices, please refer to Attachment "E"

The prices represented in this proposal are valid through October 10, 2014.

Please do not hesitate to contact me if you have any questions whatsoever. We are ready to be of service.

Sincerely,
BALDWIN & SHELL CONSTRUCTION COMPANY



Patrick Tenney, AIA | President
Northwest Arkansas Division

Cc: Mr. Ron Petrie, P.E.

Enclosures

	PROJECT NAME : Spring Street Parking Garage / North Liner						
	Breakdown & Cost Allocation						
	DATE : 9/19/14						
	GMP AMOUNT :		\$10,850,531				
	BUILDING AREA : 102,551						
			1	2	3	4	
				BSM'T	BSM'T	GROUND	
NO.	ITEM NAME	COST	DECK	SHELL	F.O.	& 2nd	TOTAL
600	Performance Bond	71,558	46,401	3,165	5,526	16,466	71,558
601	Builders' Risk / Lia. Insurance	74,069	54,833	3,002	4,551	11,683	74,069
602	Earthquake Insurance & Deductibles	0	0	0	0	0	0
605	Fringe Benefits	25,000	14,000	2,750	2,750	5,500	25,000
990	Fee	560,522	355,666	25,771	44,996	134,089	560,522
1000	General Conditions	531,986	410,860	94	7,693	113,339	531,986
1011	Contingency	164,933	164,933	0	0	0	164,933
1060	Permits	1,200	1,200	0	0	0	1,200
1400	Quality Control Testing	0	0	0	0	0	0
1700	Project Clean Up	70,683	55,853	0	3,412	11,418	70,683
2220	Power Co. Underground Conduits	93,000	93,000	0	0	0	93,000
2475	Drilled Piers	255,460	186,400	69,060	0	0	255,460
2630	Storm Drainage, Rain Harvest, Backfill	430,000	305,000	125,000	0	0	430,000
2700	Paving & Surfacing	7,500	5,000	0	2,500	0	7,500
2710	Pavement Striping & Speed Bump	4,200	4,200	0	0	0	4,200
2766	Site Concrete Work	131,840	131,840	0	0	0	131,840
2810	Irrigation Sleeves	6,450	6,450	0	0	0	6,450
2900	Landscaping, Irrigation, Tree Grates	90,974	90,974	0	0	0	90,974
3303	Building Concrete Work	3,451,569	3,158,728	207,213	21,833	63,795	3,451,569
3540	Insulating Cementitious Decks	27,100	0	0	0	27,100	27,100
4200	Masonry & Pavers	33,530	33,530	0	0	0	33,530
5100	Structural Steel	395,539	16,799	19,776	0	358,964	395,539
5120	Steel Erection	112,500	10,000	2500	0	100,000	112,500
5130	Miscellaneous Steel	491,240	506,801	0	0	0	506,801
5140	Bollard Covers & Halfen Anchors	15,561					
5700	Weathered Steel Panels & Greenscreens	77,720	77,720	0	0	0	77,720
5810	Expansion Joint Covers	26,544	26,544	0	0	0	26,544
6100	Rough Carpentry	25,998	3,049	0	7,156	15,793	25,998
6200	Finish Carpentry	50,000	0	0	0	50,000	50,000
6220	Millwork Cabinets	26,562	0	0	5,000	21,562	26,562
7100	Dampproofing & Waterproofing	191,867	166,867	25,000	0	0	191,867
7210	Building Insulation	0	0	0	0	0	0
7300	Fluid Applied Air Barrier	5,000	5,000	0	0	0	5,000
7400	Preformed Roofing / Siding & Rigid Ins.	326,268	41,111	0	0	285,157	326,268
7450	Fiber Cementitious Panel Siding, Trim & Rigid Ins.	107,397	48,859	0	0	58,538	107,397
7500	Membrane Roofing	158,192	52,831	0	0	105,361	158,192
7600	Aluminum Cap Flashing & Sheetmetal	4,341	4,341	0	0	0	4,341
7840	Firestopping.	2,000	400	0	800	800	2,000
7860	Sprayed Fireproofing	22,000	0	0	7,334	14,666	22,000
7900	Caulking & Sealants	0	0	0	0	0	0
8110	Doors / Frames / Hardware	120,482	27,617	0	25,111	67,754	120,482
8220	Misc. Installation	10,055	600	0	5,455	4,000	10,055
8400	Entrances & Storefronts	389,780	127,578	0	1,050	261,152	389,780
9250	Gypsum Board	279,270	13,930	0	80,350	184,990	279,270

9400	Seamless Epoxy Floors	8,340	0	0	8,340	0	8,340
9665	All Floor Coverings	108,557	0	0	24,520	84,037	108,557
9900	Painting	78,000	11,500	0	26,550	39,950	78,000
10150	Toilet Partitions	1,602	0	0	0	1,602	1,602
10400	ID Devices & Graphic Allowance	22,000	0	0	0	22,000	22,000
10410	Garage Signage	44,043	44,043	0	0	0	44,043
10520	Fire Extinguishers	5,458	3,939	0	380	1,139	5,458
10800	Toilet Accessories	6,530	0	0	3,819	2,711	6,530
12490	Window Treatment	29,722	0	0	0	29,722	29,722
14200	Elevators	86,000	64,500	0	21,500	0	86,000
14300	Emergency Power	0	0	0	0	0	0
15000	Mechanical	864,639	212,410	1,500	397,338	253,391	864,639
15300	Fire Protection	56,792	22,318	9,500	5,424	19,550	56,792
16000	Electrical	570,263	214,716	0	149,711	205,836	570,263
	Negotiated Changes accepted as of 9/19/14	(349,253)	(222,851)	0	0	(126,402)	(349,253)
	TOTAL PACKAGE 2	10,402,583	6,599,490	494,331	863,099	2,445,663	10,402,583
	TOTAL PACKAGE 1	447,948	407,721	40,227	0	0	447,948
	TOTAL PROJECT	10,850,531	7,007,211	534,558	863,099	2,445,663	10,850,531

Spring Street Parking Deck and North Liner Building
Bid Package No. 2**Qualifications to Concrete Work**

1. Costs for concrete materials are included as follows:
(Prices are from Mid Continent Concrete, and secure through March 2015.)
 - a. Costs for 4000 PSI mix with Fly Ash (25%) for Drilled Piers Applications are \$94.75 per Cubic yard plus taxes.
 - b. Costs for 3000 PSI mix with Fly Ash (15%) for Non-Structural Exterior Applications such as Sidewalks, Paving and Curb & Gutter \$90.75 per cubic yard plus taxes.
 - c. Costs for 5000 PSI mix with Fly Ash (30%) for Parking deck Superstructure Applications are \$93.75 per cubic yard plus taxes.
 - d. Costs for 4000 PSI mix with Fly Ash (20%) for Structural Applications other than those listed above for \$90.50 plus taxes.
 - e. Costs for AHTD Class S Mix for Retaining Wall Applications are \$92.50.
2. Costs for admixtures used for contractor's means and methods, climate control, workability and early strength are included where applicable and are as follows:
 - a. Heated Water
 - b. Non-Calcium Accelerator 1% included
 - c. Superplasticizer
 - d. All Cement Mix
3. Costs for Chlorine Ion Testing and Shrinkage testing are included at an allowance of \$5,000.00. Turn-around time for these tests is approximately 8 weeks.
4. Costs for addition of a concrete shrinkage reducer of any kind are excluded.
5. Costs for addition of a corrosion inhibitor of any kind are excluded.
6. Costs to tape, caulk or any other treatment at form joints are excluded. Form joints will be tightly butted.
7. An allowance for costs of Mockups in the amount of \$2,500.00 is included.
8. The Proposal is based on a pour size of approximately 14,000 +/- square feet per pour with 2 pours per typical floors.
9. Largest form liner panel size will be 4x8.
10. Swirl float finish is excluded. Method of placement and finish will be to strike the concrete, float with a channel float followed by a broom finish with amplitude of approximately 1/8".

11. Form liner for Class "C" work will be MDO plywood for suspended decks and metal forms for walls.

Modifications to Specifications

1. Refer to Section 03 10 00 (Parking Deck Superstructure):
 - a. Paragraph 2.2 – Delete Item C.
 - b. Paragraph 3.2 – Delete Item B.
 - c. Paragraph 3.3 – Delete Item B. Form joints will be tightly butted.
 - d. Paragraph 3.4 – Offset for Class C will be ½".
2. Refer to Section 03 11 00:
 - a. Paragraph 1.2 – Delete Item B. No requirement for watertight joint. Form joints will be tightly butted.
 - b. Paragraph 1.2 – Delete Item C. No requirement for watertight joint. Form joints will be tightly butted.
 - c. Paragraph 1.3 (A) – Delete Item 1.
 - d. Paragraph 2.1 – Delete Item B.
 - e. Paragraph 2.1(E) – Allow use of wood as chamfer material and delete the requirement of "fully sealed at all edges".
 - f. Paragraph 2.1 (F) – Clarify that requirement for Water Stop Ties applies only to basement walls of occupied and conditioned spaces.
 - g. Paragraph 2.1 (F) – Clarify that requirement for Elastic Vinyl Plug applies only to basement walls of occupied and conditioned spaces.
 - h. Paragraph 3.2 (C) – Replace with: "Locate form joints in a uniform pattern with joints aligned as closely as practical."
 - i. Paragraph 3.2 (E) – Delete Item 1. Wall Tolerances will be in accordance with ACI Class A, B, or C as applicable with approved negotiated changes.
 - j. Paragraph 3.2 (E) – Delete Item 3. Form Offset will be in accordance with ACI Class A, B, or C as applicable with approved negotiated changes.
 - k. Paragraph 3.3 (K) – Delete Item 3.
 - l. Paragraph 3.3 (J)1 – Delete Item b.
 - m. Paragraph 3.3 (L) – Refer to Item 1 (a), Change 100% to 70%.
 - n. Paragraph 3.3 (L) – Refer to Item 1 (b), Change 48 hours to 24 hours.
3. Refer to Section 03 30 00 (Parking Deck Superstructure):
 - a. Paragraph 1.7 – Delete Item A. Wall in-place will serve as mock-up sample.
 - b. Paragraph 3.4 (B) – Delete Item 3 (b). Follow ACI requirements for Hot Weather Concreting.
 - c. Paragraph 3.6 (C) – Delete requirement for Final Light Swirl Float Finish. Finish will be light broom. Use of machine/power trowel/float will be allowed.
 - d. Paragraph 3.6 (D) – Delete requirement for Final Medium Swirl Finish. Finish will be light broom. Use of machine/power trowel/float will be allowed.
 - e. Paragraph 3.8 – Refer to Item A, Add to end of sentence "as closely as practical".
 - f. Paragraph 3.8 – Delete Item I.

4. Refer to Section 03 30 00:
 - a. Paragraph 2.4 (A) – Refer to Item 3, change 15% to 35%.
 - b. Paragraph 3.12 (B) – Refer to Item 2, Add to end of sentence “as closely as practical”.

Attachment "F"
Bid Package No. 2 - Spring Street Parking Deck
Specifications

All Specifications are dated July 11, 2014

<u>Specifications</u>		
<u>Section Number</u>	<u>Title</u>	<u>Pages</u>
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CONTRACT DOCUMENTS AND GENERAL REQUIREMENTS		
<u>DIVISION 00 - BIDDING AND CONTRACTING REQUIREMENTS</u>		
00 00 01	Certifications	1-4
00 01 00	Table of Contents	1-4
00 70 00	AIA 201 - General Conditions of the Contract for Construction	1-50
00 73 00	Wage Rate Requirements	1-5
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01 11 00	Summary of Work	1
01 12 00	Project Meetings	1-2
01 26 00	Contract Modification Procedures	1-3
01 31 00	Project Management and Coordination	1-6
01 32 00	Construction Progress Documentation	1-5
01 33 00	Submittal Procedures	1-5
01 42 00	References	1-3
01 45 29	Testing Laboratory	1-10
01 50 00	Temporary Facilities and Controls	1-8
01 77 00	Closeout Procedures	1-3
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<u>DIVISION 03 - CONCRETE</u>		
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03 10 00	Concrete Formwork - Parking Deck Superstructure	1-6
03 11 00	Concrete Formwork	1-5
03 20 00	Concrete Reinforcement - Parking Deck Superstructure	1-5
03 20 00	Concrete Reinforcement	1-3
03 21 00	Post Tensioned Concrete - Parking Deck Superstructure	1-10
03 25 00	Concrete Accessories - Parking Deck Superstructure	1-7
03 30 00	Cast in Place Concrete - Parking Deck Superstructure	1-22
03 30 00	Cast in Place Concrete	1-23
03 52 16	Lightweight Insulating Concrete	1-5
03 60 00	Grout	1-8
03 60 00.1	Grout Supplement	1-3
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DIVISION 05 - METALS

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05 12 00	Structural Steel - Parking Deck Superstructure	1-8
05 30 00	Metal Decking - Parking Deck Superstructure	1-4
05 31 00	Steel Decking	1-8
05 40 00	Cold-Forming Metal Framing	1-7
05 50 00	Metal Fabrication	1-13
05 52 13	Pipe and Tube Railings	1-5
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DIVISION 07 - THERMAL AND MOISTURE PROTECTION

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07 13 26	Self-Adhering Sheet Waterproofing	1-7
07 18 00	Concrete Sealers	1-5
07 21 00	Thermal Insulation	1-5
07 27 26	Fluid-Applied Membrane Air Barriers	1-11
07 41 13	Metal Roof Panels	1-13
07 41 20	Metal Wall Panels	1-13
07 44 56	Fiber Reinforced Cementitious Panels	1-6
07 54 00	Thermoplastic Membrane Roofing	1-6
07 62 00	Sheet Metal Flashing and Trim	1-7
07 71 00	Manufactured Roof Specialties	1-9
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07 81 00	Applied Fireproofing	1-5
07 84 13	Penetration Firestopping	1-5
07 90 00	Joint Sealants - Parking Garage	1-7
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**CITY OF FAYETTEVILLE
SPRING STREET PARKING DECK
NORTH LINER BUILDING T.I.
BOORA-SPECIFICATIONS**

All Specifications are dated July 3, 2014

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DIVISION 02 - EXISTING CONDITIONS - Not Used

DIVISION 03 - CONCRETE

03 3301 Epoxy Concrete Sealer 1

DIVISION 04 - MASONRY - Not Used

DIVISION 05 - METALS

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22 0515	Basic Piping Materials and Methods	1-12
22 0516	Expansion Fittings and Loops for Plumbing Piping	1-3
22 0519	Meters and Gauges for Plumbing Piping	1-4
22 0523	General -Duty Valves for Plumbing Piping	1-8
22 0529	Hangers and Supports for Plumbing Piping	1-6
22 0550	Vibration Isolation for Plumbing Piping & Equipment	1-12
22 0553	Identification for Plumbing Piping & Equipment	1-8
22 0700	Plumbing Insulation	1-9
22 1100	Water Distribution Piping & Specialties	1-17
22 1111	Mechanically Joined Plumbing Piping Systems	1-8
22 1300	Sanitary Drainage & Vent Piping & Specialties	1-15
22 1400	Storm Drainage Piping & Specialties	1-11
22 4000	Plumbing Fixtures	1-14
22 7000	Natural Gas Systems	1-13

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

23 0010	General Mechanical Requirements	1-17
23 0015	Electrical Coordination for Mechanical Equipment	1-3
23 0500	Common Work Results for HVAC	1-9
23 0510	Basic Piping Materials and Methods	1-8
23 0513	Common Motor Requirements for HVAC Equipment	1-6
23 0514	Variable Frequency Drives	1-9
23 0519	Meters and Gauges for HVAC Piping	1-5
23 0523	General-Duty Valves for HVAC Piping	1-9
23 0529	Hangers and Supports for HVAC Piping and Equipment	1-6
23 0550	Vibration Isolation for HVAC Piping & Equipment	1-8
23 0553	Identification for HVAC Piping and Equipment	1-8
23 0593	Testing, Adjusting, and Balancing for HVAC	1-8
23 0700	HVAC Insulation	1-8
23 0923	Direct-Digital Control for HVAC	1-20
23 2113	Hydronic Piping	1-13
23 2300	Refrigerant Piping	1-9
23 3113	Metal Ducts	1-15
23 3300	Air Duct Accessories	1-9

23 3416	Centrifugal HVAC Fans	1-6
23 3423	HVAC Power Ventilators	1-6
23 3600	Air Terminal Units	1-4
23 3713	Diffusers, Registers & Grilles	1-5
23 3723	HVAC Gravity Ventilators	1-4
23 5100	Breechings, Chimneys and Stacks	1-4
23 6313	Air-Cooled Refrigerant Condensers	1-5
23 7313	Modular Indoor Central Station Air Handling Units	1-9
23 8123	Computer Room Air-Conditioning	1-5
23 8413	Humidifiers (Dispersion Type)	1-4
23 8500	Electric Heating Units	1-3

DIVISION 26 - ELECTRICAL

26 0010	General Electrical Requirements	1-20
26 0500	Common Work Results for Electrical	1-12
26 0502	Equipment Wiring Systems	1-3
26 0519	Low-Voltage Electrical Power Conductors and Cables	1-10
26 0526	Grounding and Bonding for Electrical Systems	1-11
26 0529	Hangers and Supports for Electrical Systems	1-6
26 0533	Raceway and Boxes for Electrical Systems	1-16
26 0553	Identification for Electrical Systems	1-8
26 0573	Overcurrent Protective Device Coordination Study	1-8
26 2200	Low-Voltage Transformers	1-8
26 2416	Panelboards	1-12
26 2726	Wiring Devices	1-9
26 2813	Fuses	1-4
26 2816	Enclosed Switches and Circuit Breakers	1-7
26 5100	Interior Lighting	1-19

DIVISION 27 - COMMUNICATIONS - Not Used**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

28 1111	Digital, Addressable Fire-Alarm System	1-12
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DIVISION 31 - EARTHWORK - Not Used**DIVISION 32 - EXTERIOR IMPROVEMENTS** - Not Used**DIVISION 33 - UTILITIES** - Not Used

Attachment "G"
Bid Package No. 2 - Spring Street Parking Deck
List of Drawings

GARVER DRAWINGS

<u>No</u>	<u>Title</u>	<u>Date</u>
G001	Cover Sheet	July 2014
G002	Index of Sheets	July 2014
<u>SURVEY</u>		
V101	Site Plat, General Notes, and Legend	July 2014
V102	Easement Dedication Plat	July 2014
V103	Existing Topographic Survey	July 2014
<u>CIVIL</u>		
C001	City of Fayetteville General Notes 1	July 2014
C002	Maintenance of Traffic/Staging Plan	July 2014
C101	Site Layout and Erosion Control Plan	July 2014
C102	Grading and Drainage Plan 1	July 2014
C103	Grading and Drainage Plan 2	July 2014
C104	Grading and Drainage Plan 3	July 2014
C105	Utility Plan	July 2014
C106	South Retaining Wall Plan and Profile	July 2014
C501	Site Details 1	July 2014
C502	Site Details 2	July 2014
C503	Site Details 3	July 2014
C504	Site Details 4	July 2014
C505	Site Details 5	July 2014
C506	Site Details 6	July 2014
C507	Site Details 7	July 2014
SI-2	AHTD Standard Drawing	2-27-14
<u>LANDSCAPING</u>		
L101	Tree Preservation Plan	July 2014
L102	Landscaping Plan1	July 2014
L103	Landscaping Plan 2	July 2014
L104	Landscaping Plan 3	July 2014
L501	Landscaping Details	July 2014
<u>ARCHITECTURAL</u>		
A000	General Notes	July 21, 2014
A015	Window Schedule	July 21, 2014
A016	Window Schedule	July 21, 2014
A017	Door Schedule, Glazing Schedule	July 21, 2014
A020	Code Analysis Summary	July 2014

A021	Level B2 Life Safety Plan	July 2014
A022	Level B1 Life Safety Plan	July 2014
A023	Level 1 Life Safety Plan	July 2014
A024	Level 2 Life Safety Plan	July 2014
A025	Level 3 Life Safety Plan	July 2014
A026	Existing WAC Review Plan	July 2014
A100	Building Plans	July 2014
A101	Building Plans	July 2014
A102	Building Plans	July 2014
A103	Building Plans	July 2014
A110	NLB Basement Plan	July 2014
A111	NLB Plan	July 2014
A112	Enlarged Liner Building Plans	July 2014
A200	Exterior Elevations	July 2014
A201	Exterior Elevations	July 2014
A210	Building Sections	July 2014
A211	Building Sections	July 2014
A400	Enlarges Stair Plans and Elevations	July 2014
A401	Enlarged Core Stair Plans	July 2014
A402	South and East Liner Buildings Enlarged Plans	July 2014
A500	Wall Sections	July 21, 2014
A501	Wall Sections	July 21, 2014
A502	Wall Sections	July 21, 2014
A503	Wall Sections	July 21, 2014
A504	Wall Sections	July 21, 2014
A505	Wall Sections	July 21, 2014
A506	Wall Sections	July 2014
A507	Wall Sections	July 21, 2014
A700	Details	July 21, 2014
A701	Details	July 21, 2014
A702	Details	July 21, 2014
A703	Details	July 21, 2014
A704	Details	July 21, 2014
A710	Details	July 21, 2014
A711	Details	July 21, 2014
A712	Details	July 21, 2014
A713	Details	July 21, 2014

STRUCTURAL

S001	General Notes	July 2014
S002	General Notes	July 2014
S003	General Notes	July 2014
S101	Foundation Plan - Parking Deck	July 2014
S102	Foundation Plan - North Liner Building	July 2014
S103	Framing Plan & Mezzanine Framing Plan - North Liner Building - L1	July 2014

S104	Framing Plan - North Liner Building - Level 2	July 2014
S105	Framing Plan - North Liner Building - Roof	July 2014
S201	Bracing Elevations, Sections, & Details	July 2014
S301	Foundation Sections I	July 2014
S302	Foundation Sections II	July 2014
S303	Foundation Sections III	July 2014
S304	Foundation Sections IV	July 2014
S305	Foundation Sections V	July 2014
S306	Foundation Sections VI	July 2014
S307	Foundation Sections VII	July 2014
S308	Foundation Sections VIII	July 2014
S309	Framing Sections I	July 2014
S310	Framing Sections II	July 2014
S311	Framing Sections III	July 2014
S312	Framing Sections IV	July 2014
S313	Framing Sections V	July 2014
S401	Enlarged Plans	July 2014
S501	Standard Foundation Details I	July 2014
S502	Standard Foundation Details II	July 2014
S503	Standard Framing Details I	July 2014

MECHANICAL

M101	Parking Deck Level B2 HVAC Plan	July 2014
M102	Parking Deck Level B1 HVAC Plan	July 2014
M103	Parking Deck Level 1 HVAC Plan	July 2014
M104	Parking Deck Level 2 HVAC Plan	July 2014
M105	Parking Deck Level 3 HVAC Plan	July 2014
M501	Details	July 2014
M601	HVAC Schedules	July 2014

ELECTRICAL

E001	Notes, Legend and Abbreviations	July 2014
E101	Level B2 Electrical Plan	July 2014
E102	Level B1 Electrical Plan	July 2014
E103	Level 1 Electrical Plan	July 2014
E104	Level 2 Electrical Plan	July 2014
E105	Level 3 Electrical Plan	July 2014
E501	Electrical One-Line Diagram	July 2014
E502	Electrical Schedules I	July 2014
ES101	Site Electrical Plan	July 2014
ES501	Site Electrical Details	July 2014

PLUMBING

P001	Notes, Legend and Abbreviations	July 2014
P101	Parking Deck Level B2 Piping Plan	July 2014
P102	Parking Deck Level B1 Piping Plan	July 2014
P103	Parking Deck Level 1 Piping Plan	July 2014

P104	Parking Deck Level 2 Piping Plan	July 2014
P105	Parking Deck Level 3 Piping Plan	July 2014
P106	Enlarged Plans	July 2014
P107	Parking Deck Underslab and Foundation Drain Layout	July 2014
P501	Details I	July 2014
P502	Details II	July 2014
P503	Details III	July 2014
P601	Plumbing Schedules	July 2014

PARKING DECK

AP101	Level B1 Plan	July 2014
AP102	Level 1 Plan	July 2014
AP103	Level 2 Plan	July 2014
AP104	Level 3 Plan	July 2014
AP501	Pavement Marking Details	July 2014
AP511	Signage Details	July 2014
AP512	Signage Details	July 2014
AP521	Sign Mounting Details	July 2014
AP601	Sign Schedules & Graphic Components	July 2014
SF000	General Notes	July 2014
SF001	General Notes	July 2014
SF002	Statement of Special Inspections	July 2014
SF101	Level B1 Plan	July 2014
SF102	Level 1 Plan	July 2014
SF103	Level 2 Plan	July 2014
SF104	Level 3 Plan	July 2014
SF301	Building Section	July 2014
SF302	East Elevation	July 2014
SF401	Enlarged Stair No. 2 Plans	July 2014
SF402	Enlarged Stair No. 2 Plans	July 2014
SF411	Enlarged Stair/Elevator No. 1 Plans	July 2014
SF412	Enlarged Stair/Elevator No. 1 Plans	July 2014
SF421	Enlarged Plan Details	July 2014
SF501	Slab on Grade Details	July 2014
SF502	Slab on Grade Details	July 2014
SF511	CIP Column Details	July 2014
SF521	PT Framing Details	July 2014
SF522	PT Framing Details	July 2014
SF523	PT Framing Details	July 2014
SF524	Structural Details	July 2014
SF525	Structural Details	July 2014
SF531	PT Slab Details	July 2014
SF541	Waterproofing Details	July 2014
SF542	Waterproofing Details	July 2014

SF543	Waterproofing Details	July 2014
SF551	Standard & Miscellaneous Details	July 2014
SF561	Enlarged Plan Details	July 2014
SF562	Enlarged Plan Details	July 2014
SF563	Enlarged Plan Details	July 2014
SF564	Enlarged Plan Details	July 2014
SF565	Enlarged Plan Details	July 2014
SF566	Enlarged Plan Details	July 2014
SF567	Structural Details	July 2014
SF568	Structural Details	July 2014
SF611	CIP Column Details	July 2014
SF621	PT Beam & Girder Schedule	July 2014
SF622	PT Beam & Girder Details	July 2014
SF631	RC Beam Schedule & Details	July 2014

BOORA DRAWINGS

<u>No</u>	<u>Title</u>	<u>Date</u>
A000	Cover Sheet	7.31.2014
G101	Code Analysis Plan	July 11, 2014

ARCHITECTURAL

A001	Architectural Abbreviations, Symbols & Notes	July 11, 2014
A002	Interior Wall/Floor Assemblies	July 11, 2014
A003	Wall Assembly Details/Ceiling Assemblies	July 11, 2014
A100	Basement Floor Plan	July 11, 2014
A101	First Floor Plan	July 11, 2014
A102	Second Floor Plan	July 11, 2014
A150	Basement Reflected Ceiling Plan	7.31.2014
A151	First Floor Reflected Ceiling Plan	7.31.2014
A152	Second Floor Reflected Ceiling Plan	7.31.2014
A200	Interior Elevations	July 11, 2014
A301	Building Sections	July 11, 2014
A401	Stair Plan and Sections	July 11, 2014
A402	Railing Elevations and Details	July 11, 2014
A450	Enlarged Toilet Plans	July 11, 2014
A451	Enlarged Toilet Plans	July 11, 2014
A561	Details	July 11, 2014
A591	Millwork	July 11, 2014
A601	Door and Room Finish Schedule	July 11, 2014

FIRE PROTECTION

FP000	Fire Protection Symbols Legend	7.11.2014
FP100	Basement Fire Protection Plan	7.11.2014
FP101	First Floor Fire Protection Plan	7.11.2014
FP102	Second Floor Fire Protection Plan	7.11.2014

FP301 Fire Protection Details 7.11.2014

PLUMBING

P000 Plumbing Symbols Legend 7.11.2014
P101 Basement Waste & Vent Plan 7.31.2014
P102 First Floor Waste & Vent Plan 7.11.2014
P103 Second Floor Waste & Vent Plan 7.11.2014
P111 Basement Water & Gas Plan 7.31.2014
P112 First Floor Water & Gas Plan 7.11.2014
P113 Second Floor Water & Gas Plan 7.11.2014
P301 Plumbing Riser Diagrams 7.31.2014
P401 Plumbing Schedules 7.31.2014
P501 Plumbing Details 7.11.2014

MECHANICAL

M000 Mechanical Symbols Legend 7.11.2014
M100 Basement Ductwork Plan 7.31.2014
M101 First Floor Ductwork Plan 7.11.2014
M102 Second Floor Ductwork Plan 7.11.2014
MP103 Roof Mechanical Plumbing Plan 7.11.2014
M110 Basement Piping Plan 7.31.2014
M401 Mechanical Schedules 7.11.2014
M402 Mechanical Schedules 7.31.2014
M501 Mechanical Details 7.11.2014
M502 Mechanical Details 7.31.2014
M601 Mechanical Controls 7.11.2014
M602 Mechanical Controls 7.11.2014

ELECTRICAL

E000 Electrical Symbols Legend 7.11.2014
E100 Basement Power Plan 7.31.2014
E101 First Floor Power Plan 7.11.2014
E102 Second Floor Power Plan 7.11.2014
E103 Roof Power Plan 7.11.2014
E111 Basement Lighting Plan 7.31.2014
E112 First Floor Lighting Plan 7.31.2014
E113 Second Floor Lighting Plan 7.31.2014
E121 Basement Special Systems Plan 7.31.2014
E122 First Floor Special Systems Plan 7.11.2014
E123 Second Floor Special Systems Plan 7.11.2014
E201 Electrical One-Line Diagrams 7.11.2014
E301 Electrical Schedules 7.11.2014
E302 Electrical Schedules 7.11.2014

Attachment "H"
Bid Package No. 2 - Spring Street Parking Deck**ADDENDA****ADDENDUM No. 1****GARVER**
Issued July 22, 2014

Specifications		
<u>Section Number</u>	<u>Title</u>	<u>Pages</u>
00 01 00	Table of Contents	1-4
03 10 00	Concrete Formwork - Parking Deck Superstructure	1-6
03 20 00	Concrete Reinforcement - Parking Deck Superstructure	1-5
03 30 00	Cast in Place Concrete - Parking Deck Superstructure	1-22
07 21 00	Thermal Insulation	1-5
07 27 26	Fluid-Applied Membrane Air Barriers	1-11
07 41 13	Metal Roof Panels	1-13
07 81 00	Applied Fireproofing	1-5
08 41 13	Aluminum-Frames Entrances and Storefronts	1-10
08 44 23	Fire-Rated Glazed Steel Curtain Wall	1-6
08 51 13	Aluminum Windows	1-8
08 80 00	Glazing	1-8
08 91 10	Glazed Aluminum Curtain Walls	1-9
09 91 23	Interior Paint	1-7
10 44 00	Fire Protection Specialties	1-4
33 41 19	Pipe Laying	1-1
Drawings		
<u>No</u>	<u>Title</u>	<u>Date</u>
G002	Index Sheet	7/21/2014
C105	Utility Plan	7/21/2014
V102	Easement Dedication Plat	7/21/2014
A000	General Notes	7/21/2014
A015	Window Schedule	7/21/2014
A016	Window Schedule	7/21/2014
A017	Door Schedule, Glazing Schedule	7/21/2014
A500	Wall Sections	7/21/2014
A501	Wall Sections	7/21/2014
A502	Wall Sections	7/21/2014
A503	Wall Sections	7/21/2014
A504	Wall Sections	7/21/2014
A505	Wall Sections	7/21/2014
A506	Wall Sections	7/21/2014
A507	Wall Sections	7/21/2014
A700	Details	7/21/2014
A701	Details	7/21/2014
A702	Details	7/21/2014
A703	Details	7/21/2014

A704	Details	7/21/2014
A710	Details	7/21/2014
A711	Details	7/21/2014
A712	Details	7/21/2014
A713	Details	7/21/2014
S103	Structural Framing Plan & Mezzanine Framing Plan-North Liner Building	7/21/2014
S309	Framing Sections I	7/21/2014
S310	Framing Sections II	7/21/2014
S313	Framing Sections V	7/21/2014

ADDENDUM No. 2

**CITY OF FAYETTEVILLE
 SPRING STREET PARKING DECK
 NORTH LINER BUILDING T.I.
 Issued July 31, 2014**

<u>No</u>	<u>Drawings Title</u>	<u>Date</u>
A100	Basement Floor Plan	7/31/2014
A150	Basement Reflected Ceiling Plan	7/31/2014
A151	First Floor Reflected Ceiling Plan	7/31/2014
A152	Second Floor Reflected Ceiling Plan	7/31/2014
M100	First Floor Ductwork Plan	7/31/2014
M110	Basement Piping Plan	7/31/2014
M402	Mechanical Schedules	7/31/2014
M502	Mechanical Details	7/31/2014
E100	Basement Lighting Plan	7/31/2014
E111	Basement Lighting Plan	7/31/2014
E112	First Floor Lighting Plan	7/31/2014
E113	Second Floor Lighting Plan	7/31/2014
E121	Basement Lighting Plan	7/31/2014
P101	Basement Waste and Vent Plan	7/31/2014
P111	Basement Water and Gas Plan	7/31/2014
P301	Plumbing Riser Diagrams	7/31/2014
P401	Plumbing Schedules	7/31/2014

ADDENDUM No. 3

**GARVER
 Issued August 8, 2014**

<u>No</u>	<u>Drawings Title</u>	<u>Date</u>
G002	Index of Sheet	8/08/2014
C101	Site Layout and Erosion Control	8/08/2014
C102	Grading and Drainage Plan 1	8/08/2014
C103	Grading and Drainage Plan 2	8/08/2014
C104	Grading and Drainage Plan 3	8/08/2014
C105	Utility Plan	8/08/2014
C106	South Retaining Wall Plan and Profile	8/08/2014

L101	Tree Preservation Plan	8/08/2014
L102	Landscaping Plan 1	8/08/2014
L103	Landscaping Plan 2	8/08/2014
L104	Landscaping Plan 3	8/08/2014
L501	Landscaping Details	8/08/2014

ADDENDUM No. 4

**CITY OF FAYETTEVILLE
 SPRING STREET PARKING DECK
 NORTH LINER BUILDING T.I.
 Issued August 13, 2014**

<u>No</u>	<u>Drawings Title</u>	<u>Date</u>
A601	Door and Room Finish Schedule	8/13/2014

ADDENDUM No. 5

**GARVER
 Issued August 8, 2014**

<u>No</u>	<u>Drawings Title</u>	<u>Date</u>
G002	Index Sheet	8/19/2014
A015	Window Schedule	8/19/2014
A018	Window Schedule	8/19/2014
A502	Wall Sections	8/19/2014
A703	Details	8/19/2014
A704	Details	8/19/2014
A710	Details	8/19/2014
A711	Details	8/19/2014
SF000	General Notes	8/19/2014

ADDENDUM No. 6

**CITY OF FAYETTEVILLE
 SPRING STREET PARKING DECK
 NORTH LINER BUILDING T.I.
 Issued August 19, 2014**

<u>No</u>	<u>Drawings Title</u>	<u>Date</u>
A401	Stair Plan and Sections	8/19/2014
A402	Railing Elevations and Details	8/19/2014

ADDENDUM No. 7

**GARVER
 Issued August 20, 2014**

<u>Section Number</u>	<u>Specifications Title</u>	<u>Pages</u>
10 14 00	Signage - Parking Garage	1-7

Drawings		
<u>No</u>	<u>Title</u>	<u>Date</u>
G002	Index of Sheets	8/20/2014
AP101	Level B1 Plan	8/20/2014
AP102	Level 1 Plan	8/20/2014
AP511	Signage Details	8/20/2014
AP601	Sign Schedules & Graphic Components	8/20/2014

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman Rhonda Adams
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

Tentative Agenda City of Fayetteville Arkansas City Council Meeting October 07, 2014

A meeting of the Fayetteville City Council will be held on October 07, 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:

1. Bi Monthly Report on Public Transportation

Agenda Additions:

A. Consent:

- ✓ Approval of the August 19-20, 2014 and September 02, 2014 City Council meeting minutes.

2. **Paige Mulhollan Waterfowl Blind:** A resolution to honor Paige Mulhollan by naming the waterfowl blind to be constructed at Lake Fayetteville Park the Paige Mulhollan Waterfowl Blind.
3. **Bid #14-31 Cummins Mid-South:** A resolution to award Bid #14-31 and authorize a generator preventative maintenance contract with Cummins Mid-South in the amount of \$15,040 per year plus non-scheduled service calls at the rate of \$115.20 per hour.
4. **2014-2015 Selective Traffic Enforcement Program (STEP) grant:** A resolution to authorize acceptance of a 2014-2015 Selective Traffic Enforcement Program (STEP) grant award in the amount of \$116,900.00, and to approve a budget adjustment.
5. **Arkansas State Police Special State Asset Forfeiture Grant:** A resolution to authorize acceptance of a non-matching Arkansas State Police Special State Asset Forfeiture Grant in the amount of \$36,069.00 for the purchase of a covert cellular wire and two (2) undercover drug enforcement vehicles, and to approve a budget adjustment.
6. **Bid #14-52 Teeco Safety, Inc.:** A resolution to award Bid #14-52 to Teeco Safety, Inc., to authorize the immediate purchase of twelve (12) replacement tactical body armor vests for emergency response team officers in the amount of \$23,580.00 plus applicable taxes, and to authorize the purchase of body armor vests as needed through 2019 for use by the Police Department.
7. **Bid #14-53 Cameron Bridge Works, LLC:** A resolution to award Bid #14-53 and authorize the purchase of a prefabricated steel bridge from Cameron Bridge Works, LLC of Elmira, New York in the amount of \$53,991.00 plus applicable taxes for installation over Town Branch Creek as part of the Frisco Trail extension.
8. **McClelland Consulting Engineers, Inc.:** A resolution to approve a professional engineering services agreement with McClelland Consulting Engineers, Inc. for engineering design and bidding services for the Ramsey and Overcrest Sanitary Sewer Rehabilitation Project in an amount not to exceed \$228,644.00, and to approve a budget adjustment.

B. Unfinished Business: None

C. New Business:

1. **BlueInGreen, LLC:** An ordinance waiving the requirements of formal competitive bidding and approving the purchase of an ozone disinfection system from BlueInGreen, LLC of Fayetteville, Arkansas in the amount of \$1,780,825.00 plus any applicable taxes for the Noland Wastewater Treatment Plant.
2. **Tree Preservation Area Modification for the Frisco and Town Branch Trails:** A resolution to approve a request by the City of Fayetteville to modify the geographic extent and location of certain Tree Preservation Areas pursuant to § 167.04(1)(2), Tree Preservation and Protection, Unified Development Code of the Code of Fayetteville, to construct sections of the Frisco and Town Branch Trails.

Consent

3. **Grubbs, Hoskyn, Barton & Wyatt, Inc.:** A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing and construction observation services on the Spring Street Parking Deck Project in an amount not to exceed \$120,000.00.

Consent

4. **Garver, LLC Amendment No. 3:** A resolution to approve Amendment No. 3 to the contract with Garver, LLC for construction administration services on the Spring Street Parking Deck Project in an amount not to exceed \$168,600.00.

5. **Walton Arts Center Cost-Share Agreement:** A resolution to approve the Cost-Share Agreement with the Walton Arts Center regarding construction costs for the Walton Arts Center Administrative Headquarters Building.

6. **Baldwin & Shell Construction Company Amendment No. 2:** A resolution to authorize Amendment No. 2 to the contract with Baldwin & Shell Construction Company for construction phase services for the Spring Street Parking Deck project, and to approve a budget adjustment.

D. City Council Agenda Session Presentations:

1. Building Energy Efficiency Update – Peter Nierengarten and Paul Becker

E. City Council Tour:

Add: Last: Study adding a ninth beat and 5 additional police officers

F. Announcements:

NO #1

Civil Rights Ordinance Special Election

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 (479) 575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

Pre Agenda Meeting 9-24-14

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
479-575-83 TDD - 479-521-1316



Summary Agenda - Tentative Agenda

Tuesday, October 7, 2014

5:30 PM

City Hall--Room 219

City Council

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

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:

2014-0311 ✓ Approval the the August 19-20, 2014 and September 02, 2014 City Council Meeting Minutes

2014-0401 ✓ A RESOLUTION TO HONOR PAIGE MULHOLLAN BY NAMING THE WATERFOWL BLIND TO BE CONSTRUCTED AT LAKE FAYETTEVILLE PARK THE PAIGE MULHOLLAN WATERFOWL BLIND

2014-0402 ✓ A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2014-2015 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AWARD IN THE AMOUNT OF \$116,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

2014-0409 ✓ A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING ARKANSAS STATE POLICE SPECIAL STATE ASSET FORFEITURE GRANT IN THE AMOUNT OF \$36,069.00 FOR THE PURCHASE OF A COVERT CELLULAR WIRE AND TWO (2) UNDERCOVER DRUG ENFORCEMENT VEHICLES, AND TO APPROVE A BUDGET ADJUSTMENT

move up

2014-0410 ✓ A RESOLUTION TO AWARD BID #14-31 AND AUTHORIZE A GENERATOR PREVENTATIVE MAINTENANCE CONTRACT WITH CUMMINS MID-SOUTH IN THE AMOUNT OF \$15,040 PER YEAR PLUS NON-SCHEDULED SERVICE CALLS AT THE RATE OF \$115.20 PER HOUR

2014-0405 ✓ A RESOLUTION TO AWARD BID #14-52 TO TEECO SAFETY, INC., TO AUTHORIZE THE IMMEDIATE PURCHASE OF TWELVE (12) REPLACEMENT TACTICAL BODY ARMOR VESTS FOR EMERGENCY RESPONSE TEAM OFFICERS IN THE AMOUNT OF \$23,580.00 PLUS APPLICABLE TAXES, AND TO AUTHORIZE THE PURCHASE OF BODY ARMOR VESTS AS NEEDED THROUGH 2019 FOR USE BY THE POLICE DEPARTMENT

2014-0403

A RESOLUTION TO AWARD BID #14-53 AND AUTHORIZE THE PURCHASE OF A PREFABRICATED STEEL BRIDGE FROM CAMERON BRIDGE WORKS, LLC OF ELMIRA, NEW YORK IN THE AMOUNT OF \$53,991.00 PLUS APPLICABLE TAXES FOR INSTALLATION OVER TOWN BRANCH CREEK AS PART OF THE FRISCO TRAIL EXTENSION

NB#2

2014-0404

A RESOLUTION TO APPROVE A REQUEST BY THE CITY OF FAYETTEVILLE TO MODIFY THE GEOGRAPHIC EXTENT AND LOCATION OF CERTAIN TREE PRESERVATION AREAS PURSUANT TO § 167.04(L)(2), TREE PRESERVATION AND PROTECTION, UNIFIED DEVELOPMENT CODE OF THE CODE OF FAYETTEVILLE, TO CONSTRUCT SECTIONS OF THE FRISCO AND TOWN BRANCH TRAILS

2014-0377

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR ENGINEERING DESIGN AND BIDDING SERVICES FOR THE RAMSEY AND OVERCREST SANITARY SEWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$228,644.00, AND TO APPROVE A BUDGET ADJUSTMENT

B. Unfinished Business: None**C. New Business:**

2014-0413

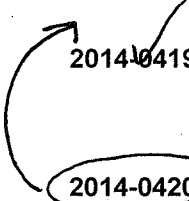
AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF AN OZONE DISINFECTION SYSTEM FROM BLUEINGREEN, LLC OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$1,780,825.00 PLUS ANY APPLICABLE TAXES FOR THE NOLAND WASTEWATER TREATMENT PLANT

2014-0417

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR MATERIALS TESTING AND CONSTRUCTION OBSERVATION SERVICES ON THE SPRING STREET PARKING DECK PROJECT IN AN AMOUNT NOT TO EXCEED \$120,000.00

2014-0418

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC FOR CONSTRUCTION ADMINISTRATION SERVICES ON THE SPRING STREET PARKING DECK PROJECT IN AN AMOUNT NOT TO EXCEED \$168,600.00


2014-0419

A resolution approving Contract Amendment No. 2 with Baldwin & Shell Construction Company for the Spring Street Municipal Parking Deck, and approving a budget adjustment.

2014-0420

Approval of a cost share agreement with the Walton Arts Center for reimbursement of construction costs for the Walton Arts Center Administrative Headquarters in association with the Spring Street Municipal Parking Deck.

*Move before
Baldwin & Shell*

D. City Council Agenda Session Presentations:

1. Building Energy Efficiency Update – Peter Nierengarten and Paul Becker

E. City Council Tour:**F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

Branson, Lisa

From: Marr, Don
Sent: Friday, September 12, 2014 2:02 PM
To: Branson, Lisa
Cc: Jordan, Lioneld
Subject: Re: CC Agenda Presentation - Building Energy Efficiency Update

This is approved.
Don

Sent from my iPhone

On Sep 12, 2014, at 11:52 AM, "Branson, Lisa" <lbranson@fayetteville-ar.gov> wrote:

Please approve adding this presentation.

From: Nierengarten, Peter
Sent: Friday, September 12, 2014 11:37 AM
To: Branson, Lisa
Cc: Becker, Paul; Marr, Don; Abernathy, Waylon
Subject: CC Agenda Presentation - Building Energy Efficiency Update

Hi Lisa,

Paul Becker and I would like to give a presentation to the City Council on Sept 30th (at agenda session) on a Building Energy Efficiency Update.

Peter Nierengarten
Sustainability & Resilience Department Director
City of Fayetteville, Arkansas
pnierengarten@fayetteville-ar.gov
479.575.8272
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)
<image001.png><image002.png>

CityClerk

From: CityClerk
Sent: Wednesday, September 24, 2014 3:17 PM
To: Marr, Don; Jordan, Lioneld
Subject: FW: ORT-Ozark Regional Transit – Request for placement on Fayetteville City Council Agenda on Oct. 2nd

Importance: High

Do you approve adding the ORT presentation to the upcoming City Council agenda?

From: Jeff Hatley [mailto:jhatley@ozark.org]
Sent: Wednesday, September 24, 2014 2:53 PM
To: CityClerk
Cc: Joel Gardner
Subject: RE: ORT-Ozark Regional Transit – Request for placement on Fayetteville City Council Agenda on Oct. 2nd

We would prefer to present our report to the council. I apologize for getting the date wrong in the subject line.

Thank you,

Jeff Hatley
Mobility Manager/Public Information Officer
Wk: 479-365-2161
Mb: 479-225-8369



From: CityClerk [mailto:cityclerk@fayetteville-ar.gov]
Sent: Wednesday, September 24, 2014 11:35 AM
To: Jeff Hatley
Subject: RE: ORT-Ozark Regional Transit – Request for placement on Fayetteville City Council Agenda on Oct. 2nd

Jeff,

The next City Council meeting will be October 7th. Do you want to present at the Agenda Session (September 30th) or the City Council meeting?

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](#)



From: Jeff Hatley [<mailto:jhatley@ozark.org>]

Sent: Tuesday, September 23, 2014 4:11 PM

To: CityClerk

Subject: ORT-Ozark Regional Transit – Request for placement on Fayetteville City Council Agenda on Oct. 2nd

Sondra,

We would like to give a brief overview of ridership in the Fayetteville area, a summary of plans for growth and to be available for any questions, comments or concerns the council may have.

With the council's permission, we'd like to provide this report at the upcoming Oct. 2nd meeting.

Thank you,

Jeff Hatley
Mobility Manager/Public Information Officer
Wk: 479-365-2161
Mb: 479-225-8369

