

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 John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
January 20, 2015**

A meeting of the Fayetteville City Council was held on January 20, 2015 at 5:30 p.m. 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. Election of Vice Mayor

MARK KINION WAS ELECTED VICE MAYOR

2. Presentation of the City of Fayetteville Martin Luther King Brotherhood Award – Kit Williams
3. State of the City Address - Mayor Lioneld Jordan

Agenda Additions:

A. Consent:

1. Approval of the January 6, 2015 City Council meeting minutes.

APPROVED

2. **RJN Group, Inc. Sanitary Sewer Evaluation Study:** A resolution to approve a contract with RJN Group, Inc. in the amount of \$891,251.00 for a Sanitary Sewer Evaluation Study for Basins SFM-05 and SFM-18/19, and an amount not to exceed \$225,000.00 for the design of recommended improvements identified by the study.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 06-15

3. **Garver, LLC Professional Engineering Services Agreement:** A resolution to approve a Professional Engineering Services Agreement with Garver, LLC in an amount not to exceed \$149,900.00 for engineering design and construction observation for the painting of the exterior and interior of the 5 million gallon Baxter Water Tank and the Mount Sequoyah Water Tank, and for the demolition and sale of the 1 million gallon Baxter Water Tank.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 07-15

4. **Bid #15-01 Asphalt Striping Service, LLC:** A resolution to award Bid #15-01 and authorize the purchase of reflectorized paint markings from Asphalt Striping Service, LLC in variable amounts for the Transportation Division as needed through the end of 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 08-15

5. **Bid #15-02 Curb and Gutter Construction Purchase:** A resolution to award Bid #15-02 and authorize the purchase of curb and gutter construction from Fochtman Enterprises, Inc. as a primary supplier and Tomlinson Asphalt as secondary supplier in variable amounts as needed through the end of calendar year 2015, and to authorize the use of other bidders based on price and availability.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 09-15

6. **Bid #15-03 Hillside Gravel Purchase:** A resolution to award Bid #15-03 and authorize the purchase of hillside gravel from Les Rogers, Inc as primary supplier and Sweetser Construction as secondary supplier for materials picked up, and from Sweetser Construction as primary supplier and Les Rogers, Inc. as secondary supplier for materials delivered for variable unit prices as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 10-15

7. **Bid #15-04 S&R Trucking Truck Hauling Services:** A resolution to award Bid #15-04 and authorize the purchase of truck hauling services from S&R Trucking for variable unit prices and to authorize the use of other bidders based on price and availability as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 11-15

8. **Bid #15-05 Concrete Purchase:** A resolution to award Bid #15-05 and authorize the purchase of concrete from Tune Concrete Company as primary supplier and APAC-Central as secondary supplier in variable amounts and to authorize the use of other bidders based on price and availability as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 12-15

9. **Bid #15-06 Aggregate Materials Purchase:** A resolution to award Bid #15-06 and authorize the purchase of aggregate materials for varying unit prices from various vendors, as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 13-15

10. **Bid #15-08 Plastic Drainage Pipe Purchase:** A resolution to award Bid #15-08 and authorize the purchase of Plastic Drainage Pipe for varying unit prices from various vendors, as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 14-15

11. **Bid #15-09 Concrete Drainage Pipe Purchase:** A resolution to award Bid #15-09 and authorize the purchase of Concrete Drainage Pipe from Scurlock Industries as primary supplier and Hanson Pipe as secondary supplier for varying unit prices as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 15-15

12. **Bid #15-10 Topsoil Purchase:** A resolution to award Bid #15-10 and authorize the purchase of topsoil from Les Rogers, Inc. in the amount of \$12.40 per cubic yard in variable amounts as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 16-15

13. **Bid #15-11 Flint Trading, Inc.:** A resolution to award Bid #15-11 and authorize the purchase of preformed thermoplastic pavement markings from Flint Trading, Inc. for varying unit prices as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 17-15

14. **Bid #15-12 Retaining Wall Blocks Purchase:** A resolution to award Bid #15-12 and authorize the purchase of retaining wall blocks from Arrowhead Precast, LLC as primary supplier and Industrial Precast, Inc. as secondary supplier in variable amounts as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 18-15

15. **Bid #15-14 Waste Disposal Services for Construction Debris:** A resolution to award Bid #15-14 and authorize the purchase of waste disposal services for construction debris from S&R Trucking Winslow, LLC and Holtzclaw Excavating, Inc. In the amount of \$10.00 per load as needed through the end of calendar year 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 19-15

16. **Environmental Consulting Operations, Inc., Amendment No. 1 and One Year Renewal:** A resolution to approve Amendment No. 1 to the contract with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management and to authorize an extension of the amended contract through 2015 in the amount of \$50,766.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 20-15

17. **Plante and Moran, PLLC:** A resolution to approve an extension to the contract with Plante and Moran, PLLC for information technology services through June 5, 2015 in the amount of \$90,090.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 21-15

18. **Gordon Long Park Trailhead - Tap Revenue:** A resolution to express the willingness of the City of Fayetteville to utilize federal-aid funds for construction of restrooms and expanded parking at Gordon Long Park, and to approve a budget adjustment in the amount of \$260,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 22-15

19. **Amend the 2015 Adopted Budget:** A resolution to amend the 2015 Adopted Budget by reappropriating \$86,181,388.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 23-15

B. Unfinished Business:

1. **RZN 14-4864 Koutroumbis Appeal:** An ordinance rezoning that property described in Rezoning Petition RZN 14-4864, for approximately 0.26 acres, located at 232 West Ash Street from RSF-4, Residential Single Family, 4 units per acre, to RMF-24, Residential Multi-Family, 24 units per acre. *This Ordinance was left on the first reading at the January 6, 2015 City Council Meeting.*

THIS ORDINANCE WAS LEFT ON THE 2ND READING

2. **Amend Chapters 151, 161, 162 and 166 (ADM 14-4896 UDC Amendment Small-Scale Production):** An ordinance amending Title IV: Unified Development Code of the City of Fayetteville, to Amend Chapters 151, 161, 162 and 166 to create a new use unit for small scale production including boutique and specialty manufacturing and to place this new use unit in appropriate zoning designations. *This ordinance was left on the first reading at the January 6, 2015 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5735

C. New Business:

1. **Asphalt materials purchase:** An ordinance to waive the requirements of formal competitive bidding during calendar year 2015 for the purchase of asphalt materials for use by the Transportation Division, but to require informal quarterly bids or quotes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5736

2. **ESRI, Inc. Enterprise License Agreement:** An ordinance to waive the requirements of formal competitive bidding and approve a three year enterprise license agreement with ESRI, Inc. in the amount of \$150,000.00 payable in installments of \$50,000.00 per year for Geographic Information System software.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5737

3. **Repeal and Replace Title V Public Works and Amend Chapter 51 and Chapter 10:** An ordinance to repeal and replace Title V Public Works, Article III Discharge and Pretreatment Regulations; to Amend § 51.137 Monthly Sewer Rates; to Amend § 51.138 Definitions Pertaining to Water and Sewer Rates; to Amend § 51.999 Penalty; and to Amend § 10.99 General Penalty of the Fayetteville Code.

THIS ORDINANCE WAS LEFT ON THE 1ST READING

4. **Enact Article III Procedure to Exercise Initiative and Referendum Rights of Chapter 36: Elections:** An ordinance to enact Article III Procedure to Exercise Initiative and Referendum Rights of Chapter 36: Elections into the Fayetteville Code to clarify the proper procedure for the citizens' right of the initiative and referendum.

THIS ORDINANCE WAS LEFT ON THE 1ST READING

Announcements:

Adjournment: 7:32 p.m.

City Council Agenda Session Presentations:

City Council Tour:

Subject:	Roll				
Alderman Kinion Arrived at 5:35 P.M.	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan	✓			

9-0

Subject:	Election of Vice Mayor				
Motion To:		Nominate Mark Kinion			
Motion By:		Marsh			
Seconded:		 			
Mark Kinion elected as Vice Mayor	Tennant	Kinion			
	Schoppmeyer	Kinion			
	La Tour	Kinion			
	Long	Kinion			
	Gray	Kinion			
	Marsh	Kinion			
	Kinion	Absent during the vote.			
	Petty	Kinion			
	Mayor Jordan				

7-0

Subject:	Consent				
Motion To:					
Motion By:		Approve Long			
Seconded:		Gray			
Minutes Approved	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
Approved	Long	✓			
	Gray	✓			
	Marsh	✓			
00-15 THRU 23-15	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

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

Subject:	RZN 14-4864 KOUTROUMBIS APPEAL				
Motion To:		<i>2nd Read</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Tennant</i>			
B. 1 Unfinished Business <i>Left on the Second Reading</i>	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:	AMEND CHAPTERS 151, 161, 162 and 166 (ADM 14-4896 UDC AMENDMENT SMALL-SCALE PRODUCTION)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Long</i>	<i>Petty</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
B. 2 Unfinished Business <i>Passed</i>	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
<i>5735</i>	Mayor Jordan				

8-0

8-0

8-0

Subject: ASPHALT MATERIALS PURCHASE					
Motion To:		and Read	3rd Read	Pass	
Motion By:		Tennant	Gray		
Seconded:		Marsh	Marsh		
C. 1 New Business <u>passed</u> 5736	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject: ESRI, INC. ENTERPRISE LICENSE AGREEMENT					
Motion To:		and Read	3rd Read	Pass	
Motion By:		Gray	Gray		
Seconded:		Marsh	Marsh		
C. 2 New Business <u>passed</u> 5737	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		8-0	8-0	8-0	

Subject:	REPEAL AND REPLACE TITLE V PUBLIC WORKS AND AMEND CHAPTER 51 AND CHAPTER 10				
Motion To:					
Motion By:					
Seconded:					
C. 3 New Business <i>Left on the first Reading</i>	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

Subject:	ENACT ARTICLE III PROCEDURE TO EXERCISE INITIATIVE AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>			
Seconded:		<i>Marsh</i>			
C. 4 New Business <i>Left on the first Reading</i>	Tennant	<i>N</i>			
	Schoppmeyer	<i>N</i>			
	La Tour	<i>N</i>			
	Long	<i>N</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>N</i>			
	Mayor Jordan				

*3-5
failed*



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: January 21, 2015

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of January 20, 2015

1. A resolution to approve a contract with RJN Group, Inc. in the amount of \$891,251.00 for a sanitary sewer evaluation study for basins SFM-05 and SFM-18/19, and an amount not to exceed \$225,000.00 for the design of recommended improvements identified by the study.
2. A resolution to approve a professional engineering services agreement with Garver, LLC in an amount not to exceed \$149,900.00 for engineering design and construction observation for the painting of the exterior and interior of the 5 million gallon Baxter water tank and the Mount Sequoyah water tank, and for the demolition and sale of the 1 million gallon Baxter water tank.
3. A resolution to award bid #15-01 and authorize the purchase of reflectorized paint markings from asphalt Striping Service, LLC in variable amounts for the transportation division as needed through the end of 2015.
4. A resolution to award bid #15-02 and authorize the purchase of curb and gutter construction from Fochtman Enterprises, Inc. as a primary supplier and Tomlinson Asphalt as secondary supplier in variable amounts as needed through the end of calendar year 2015, and to authorize the use of other bidders based on price and availability.
5. A resolution to award bid #15-03 and authorize the purchase of hillside gravel from Les Rogers, Inc as primary supplier and Sweetser Construction as secondary supplier for materials picked up, and from Sweetser Construction as primary supplier

and Les Rogers, Inc. as secondary supplier for materials delivered for variable unit prices as needed through the end of calendar year 2015.

6. A resolution to award bid #15-04 and authorize the purchase of truck hauling services from S & R Trucking for variable unit prices and to authorize the use of other bidders based on price and availability as needed through the end of calendar year 2015.

7. A resolution to award bid #15-05 and authorize the purchase of concrete from Tune Concrete Company as primary supplier and APAC-Central as secondary supplier in variable amounts and to authorize the use of other bidders based on price and availability as needed through the end of calendar year 2015.

8. A resolution to award bid #15-06 and authorize the purchase of aggregate materials for varying unit prices from various vendors, as needed through the end of calendar year 2015.

9. A resolution to award bid #15-08 and authorize the purchase of plastic drainage pipe for varying unit prices from various vendors, as needed through.

10. A resolution to award bid #15-09 and authorize the purchase of concrete drainage pipe from Scurlock Industries as primary supplier and Hanson Pipe as secondary supplier for varying unit prices as needed through the end of calendar year 2015.

11. A resolution to award bid #15-10 and authorize the purchase of topsoil from Les Rogers, Inc. in the amount of \$12.40 per cubic yard in variable amounts as needed through the end of calendar year 2015.

12. A resolution to award bid #15-11 and authorize the purchase of preformed thermoplastic pavement markings from Flint Trading, Inc. for varying unit prices as needed through the end of calendar year 2015.

13. A resolution to award bid #15-12 and authorize the purchase of retaining wall blocks from Arrowhead Precast, LLC as primary supplier and Industrial Precast, Inc. as secondary supplier in variable amounts as needed through the end of calendar year 2015.

14. A resolution to award bid #15-14 and authorize the purchase of waste disposal services for construction debris from S&R Trucking Winslow, LLC and Holtzclaw Excavating, Inc. in the amount of \$10.00 per load as needed through the end of calendar year 2015.

15. A resolution to approve amendment no. 1 to the contract with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management and to authorize an extension of the amended contract through 2015 in the amount of \$50,766.00.
16. A resolution to approve an extension to the contract with Plante and Moran, PLLC for information technology services through June 5, 2015 in the amount of \$90,090.00, and to approve a budget adjustment.
17. A resolution to express the willingness of the City of Fayetteville to utilize federal-aid funds for construction of restrooms and expanded parking at Gordon Long Park, and to approve a budget adjustment in the amount of \$260,000.00.
18. A resolution to amend the 2015 adopted budget by reappropriating \$86,181,388.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.
19. An ordinance to waive the requirements of formal competitive bidding during calendar year 2015 for the purchase of asphalt materials for use by the transportation division, but to require informal quarterly bids or quotes.
20. An ordinance to waive the requirements of formal competitive bidding and approve a three year enterprise license agreement with ESRI, Inc. in the amount of \$150,000.00 payable in installments of \$50,000.00 per year for geographic information system software.

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323



Meeting Agenda - Final

Tuesday, January 20, 2015

5:30 PM

City Hall Room 219

City Council

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:**

1. **2014-0489** Election of Vice Mayor
This presentation was tabled at the January 6, 2015 City Council meeting to the January 20, 2015 City Council meeting.
2. **2015-0026** Presentation of the City of Fayetteville Martin Luther King Brotherhood Award – Kit Williams
3. **2014-0491** State of the City Address - Mayor Lioneld Jordan

Agenda Additions:**A. Consent:**

- A. 1 **2014-0493** Approval of the January 6, 2015 City Council meeting minutes.
- A. 2 **2014-0582** RJN GROUP, INC. SANITARY SEWER EVALUATION STUDY :

A RESOLUTION TO APPROVE A CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$891,251.00 FOR A SANITARY SEWER EVALUATION STUDY FOR BASINS SFM-05 AND SFM-18/19, AND AN AMOUNT NOT TO EXCEED \$225,000.00 FOR THE DESIGN OF RECOMMENDED IMPROVEMENTS IDENTIFIED BY THE STUDY

Attachments: [2014-0582 RJN Contract 122914](#)

A. 3 2014-0583 GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$149,900.00 FOR ENGINEERING DESIGN AND CONSTRUCTION OBSERVATION FOR THE PAINTING OF THE EXTERIOR AND INTERIOR OF THE 5 MILLION GALLON BAXTER WATER TANK AND THE MOUNT SEQUOYAH WATER TANK, AND FOR THE DEMOLITION AND SALE OF THE 1 MILLION GALLON BAXTER WATER TANK

Attachments: [2014-0583 Garver Contract 122914](#)

A. 4 2014-0587 BID #15-01 ASPHALT STRIPING SERVICE, LLC:

A RESOLUTION TO AWARD BID #15-01 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM ASPHALT STRIPING SERVICE, LLC IN VARIABLE AMOUNTS FOR THE TRANSPORTATION DIVISION AS NEEDED THROUGH THE END OF 2015

Attachments: [2014-0587 Bid 15-01 Reflectorized Paint Markings](#)

A. 5 2014-0595 BID #15-02 CURB AND GUTTER CONSTRUCTION PURCHASE:

A RESOLUTION TO AWARD BID #15-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY

Attachments: [2014-0595 Bid 15-02 Curb & Gutter](#)

A. 6 2014-0591 BID #15-03 HILLSIDE GRAVEL PURCHASE:

A RESOLUTION TO AWARD BID #15-03 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION AS SECONDARY SUPPLIER FOR MATERIALS PICKED UP, AND FROM SWEETSER CONSTRUCTION AS PRIMARY SUPPLIER AND LES ROGERS, INC. AS SECONDARY SUPPLIER FOR MATERIALS DELIVERED FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0591 Bid 15-03 Hillside Gravel](#)

A. 7 2014-0592 BID #15-04 S & R TRUCKING TRUCK HAULING SERVICES:

A RESOLUTION TO AWARD BID #15-04 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM S & R TRUCKING FOR VARIABLE UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0592 Bid 15-04 Truck Hauling Services](#)

A. 8 2014-0593 BID #15-05 CONCRETE PURCHASE:

A RESOLUTION TO AWARD BID #15-05 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC-CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0593 Bid 15-05 Concrete](#)

A. 9 2014-0599 BID #15-06 AGGREGATE MATERIALS PURCHASE:

A RESOLUTION TO AWARD BID #15-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0599 Bid 15-06 Aggregate Materials](#)

A. 10 2015-0009 BID #15-08 PLASTIC DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2015-0009 Bid 15-08 plastic drainage pipe](#)

A. 11 2014-0597 BID #15-09 CONCRETE DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES AS PRIMARY SUPPLIER AND HANSON PIPE AS SECONDARY SUPPLIER FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0597 Bid 15-09 Concrete Drainage Pipe](#)

A. 12 2014-0588 BID #15-10 TOPSOIL PURCHASE:

A RESOLUTION TO AWARD BID #15-10 AND AUTHORIZE THE PURCHASE OF TOPSOIL FROM LES ROGERS, INC. IN THE AMOUNT OF \$12.40 PER CUBIC YARD IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0588 Bid 15-10 Screened Topsoil](#)

A. 13 2014-0590 BID #15-11 FLINT TRADING, INC.:

A RESOLUTION TO AWARD BID #15-11 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM FLINT TRADING, INC. FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0590 Bid 15-11 Preformed Thermoplastic Pavement Markings](#)

A. 14 2014-0596 BID #15-12 RETAINING WALL BLOCKS PURCHASE:

A RESOLUTION TO AWARD BID #15-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FROM ARROWHEAD PRECAST, LLC AS PRIMARY SUPPLIER AND INDUSTRIAL PRECAST, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0596 Bid 15-12 Retaining Wall Blocks](#)

A. 15 2015-0005 BID #15-14 WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS:

A RESOLUTION TO AWARD BID #15-14 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN THE AMOUNT OF \$10.00 PER LOAD AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2015-0005 Bid 15-14 Waste Disposal for Construction Debris](#)

**A. 16 2015-0012 ENVIRONMENTAL CONSULTING OPERATIONS, INC.,
AMENDMENT NO. 1 AND ONE YEAR RENEWAL:**

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT AND TO AUTHORIZE AN EXTENSION OF THE AMENDED CONTRACT THROUGH 2015 IN THE AMOUNT OF \$50,766.00

Attachments: [2015-0012 Resolution Request](#)
[012015-ECO WWP Amnd No. 1](#)

A. 17 2015-0002 PLANTE AND MORAN, PLLC:

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH PLANTE AND MORAN, PLLC FOR INFORMATION TECHNOLOGY SERVICES THROUGH JUNE 5, 2015 IN THE AMOUNT OF \$90,090.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2015-0002 Agenda Item Info](#)
[2015-0002 Agenda Item Info #2 continued](#)
[BA2015_IT_CONTRACT_SERVICES](#)

A. 18 2014-0598 GORDON LONG PARK TRAILHEAD - TAP REVENUE:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR CONSTRUCTION OF RESTROOMS AND EXPANDED PARKING AT GORDON LONG PARK, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$260,000.00

Attachments: [2014-0598 SRF - TAP Grant Revenue \(Gordon Long Park Trailhead\)](#)
[2014-0598 BA - TAP Grant Revenue \(Gordon Long Park Trailhead\)](#)

A. 19 2015-0010 AMEND THE 2015 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2015 ADOPTED BUDGET BY REAPPROPRIATING \$86,181,388.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

Attachments: [2015-0010 REBUDGETS - COMPLETE PACKET 010715](#)

B. Unfinished Business:

B. 1 2014-0572 RZN 14-4864 KOUTROUMBIS APPEAL:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4864, FOR APPROXIMATELY 0.26 ACRES, LOCATED AT 232 WEST ASH STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, TO RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

Attachments:[14-4864 CC Packet](#)[14-4864 CC ORD](#)

This Ordinance was left on the first reading at the January 6, 2015 City Council meeting.

B. 2 2014-0576 AMEND CHAPTERS 151, 161, 162 and 166 (ADM 14-4896 UDC AMENDMENT SMALL-SCALE PRODUCTION):

AN ORDINANCE AMENDING TITLE IV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 151, 161, 162 AND 166 TO CREATE A NEW USE UNIT FOR SMALL SCALE PRODUCTION INCLUDING BOUTIQUE AND SPECIALTY MANUFACTURING AND TO PLACE THIS NEW USE UNIT IN APPROPRIATE ZONING DESIGNATIONS

Attachments:[14-4896 CC packet](#)[Additional Exhibit A ADM 14-4896](#)[14-4896 CC ORD](#)

This ordinance was left on the first reading at the January 6, 2015 City Council meeting.

C. New Business:**C. 1 2014-0586 ASPHALT MATERIALS PURCHASE:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING CALENDAR YEAR 2015 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

Attachments:[2014-0586 Asphalt Bid Waiver Request](#)

C. 2 2015-0007 ESRI, INC. ENTERPRISE LICENSE AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THREE YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$150,000.00 PAYABLE IN INSTALLMENTS OF \$50,000.00 PER YEAR FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

Attachments: [Staff Review Form 2015-0007.pdf](#)

C. 3 2015-0003 REPEAL AND REPLACE TITLE V PUBLIC WORKS AND AMEND CHAPTER 51 AND CHAPTER 10:

AN ORDINANCE TO REPEAL AND REPLACE TITLE V PUBLIC WORKS, ARTICLE III DISCHARGE AND PRETREATMENT REGULATIONS; TO AMEND § 51.137 MONTHLY SEWER RATES; TO AMEND § 51.138 DEFINITIONS PERTAINING TO WATER AND SEWER RATES; TO AMEND § 51.999 PENALTY; AND TO AMEND § 10.99 GENERAL PENALTY OF THE FAYETTEVILLE CODE

Attachments: [2015-0003 Discharge and Pretreatment Regulation Changes A-III A-V EXHIBIT A & B](#)

C. 4 2015-0008 ENACT ARTICLE III PROCEDURE TO EXERCISE INITIATIVE AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS:

AN ORDINANCE TO ENACT ARTICLE III PROCEDURE TO EXERCISE INITIATIVE AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS INTO THE FAYETTEVILLE CODE TO CLARIFY THE PROPER PROCEDURE FOR THE CITIZENS' RIGHT OF THE INITIATIVE AND REFERENDUM

Attachments: [Agenda Packet Ord § 36.20](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

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

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

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

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 John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
January 6, 2015**

A meeting of the Fayetteville City Council was held on January 6, 2015 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.

Oaths of Office:

**Kit Williams
John S. La Tour**

**City Attorney
Alderman Ward 4**

District Judge William A. Storey administrated the Oath of Office to City Attorney Kit Williams and Alderman John S. La Tour at the City Council meeting.

Alderman Justin Tennant, Alderman Adella Gray and Alderman Mark Kinion were not present for their Oaths of Office.

**Adella Gray
Mark Kinion
Justin Tennant**

**Alderman Ward 1
Alderman Ward 2
Alderman Ward 3**

Judge Beth Storey Bryan administrated the Oath of Office to Alderman Justin Tennant on January 5, 2015.

Mayor Lioneld Jordan administrated the Oaths of Office for Alderman Adella Gray and Alderman Mark Kinion on January 9, 2015.

PRESENT: Alderman Adella Gray, Sarah Marsh, Matthew Petty, Martin Schoppmeyer, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Alderman Adella Gray arrived at 5:38 p.m.

ABSENT: Alderman Mark Kinion and Alderman Justin Tennant.

Pledge of Allegiance:

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Election of Vice Mayor

City Attorney Kit Williams gave a brief description of the Rules of Order and Procedure for the Fayetteville City Council when electing a Vice Mayor.

Alderman Long moved to table the election of Vice Mayor to the January 20, 2015 City Council meeting. Alderman Schoppmeyer seconded the motion. Upon roll call the motion passed 5-0. Alderman Gray was absent during the vote. Alderman Kinion and Alderman Tennant were absent.

The election of Vice Mayor was Tabled to the January 20, 2015 City Council meeting.

Report on the Firemen's Pension and Policemen's Pension and Relief Fund

Mayor Jordan presented the report on the Firemen's Pension and Policemen's Pension to the City Council.

A copy of the report is attached.

Housing Authority Board Commissioners Appointment

Alderman Gray read the request from the Fayetteville Housing Authority to appoint the following:

Christopher Terry, term ending December 28, 2019.

Christopher White, unexpired term ending December 28, 2017.

Alderman Gray moved to approve the appointments. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman Kinion and Tennant were absent.

ORT-Ozark Regional Transit - Semi-Monthly Report

Jeff Hatley, Ozark Regional Transit presented the Ozark Regional Transit report.

Alderman La Tour: Do you know what the 2014 rider revenue was for people who received the service? Do they pay for the service or is this all funded through government grants?

Jeff Hatley stated a bus fare is charged. He stated he didn't have the whole 2014 report yet. He will email City Clerk Sondra Smith the full report with the information requested.

A copy of the report is attached.

City Council Committee Appointments

Alderman Gray moved to approve the City Council Committee appointments. **Alderman Marsh** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Kinion** and **Tennant** were absent.

A copy of the report is attached.

Agenda Additions: None

Consent:

Approval of the December 16, 2014 City Council meeting minutes.

Approved

2015 Overlay/Sidewalk Projects: A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2015.

This resolution was removed from the Consent Agenda for discussion.

Hazmat Services Revenue: A resolution to approve a budget adjustment recognizing Hazmat Services Revenue received by the Fire Department from Washington County in the amount of \$5,180.00 and increasing the related expense budget.

Resolution 01-15 as recorded in the office of the City Clerk

Internet Crimes Against Children Task Force Program: A resolution to authorize acceptance of a non-matching continuation subgrant from the Internet Crimes Against Children Task Force Program in the amount of \$14,976.78, and to approve a budget adjustment.

Resolution 02-15 as recorded in the office of the City Clerk

City of Johnson Rezoning: A resolution agreeing to the change in zoning from R-1, Single-Family Residential to R-O, Residential Office for property located in the City of Johnson that adjoins parcels in the City of Fayetteville.

Resolution 03-15 as recorded in the office of the City Clerk

Dan and Anita Spencer Five Year Lease Agreement: A resolution to approve a five year lease agreement with an option to renew for an additional five years with Dan and Anita Spencer for approximately 18.18 acres of unused city property on the west side of Lake Sequoyah in exchange for the Spencers conveying additional easements to the city that are necessary for construction and operation activities pertaining to the Lake Sequoyah Sediment Removal Project.

Resolution 04-15 as recorded in the office of the City Clerk

Alderman Marsh moved to accept the Consent Agenda as read with the 2015 Overlay/Sidewalk Projects removed from the Consent Agenda for discussion. Alderman Petty seconded the motion. Upon roll call the motion passed 6-0. Alderman Kinion and Tennant were absent.

The following resolution was removed from the Consent Agenda for discussion.

2015 Overlay/Sidewalk Projects: A resolution to approve the Transportation Division Overlay/Sidewalk Projects list for 2015.

Alderman La Tour: I live across the street from Razorback Stadium. Razorback football games bring many tourist to our city. It is incumbent we make sure that visitors are safe. On game days, thousands of people walk down Halsell Road and walk in the ditch to avoid being run over by automobiles. We need to improve that. I talked to Director, Terry Gulley and he expressed concern that we may not have right-of-ways to build sidewalks in that area. I suggest we do what is necessary to attain right-of-ways and build sidewalks for public safety. Instead of building a Ward 4 sidewalk on Markham Road, a block to our south, let's build that same sidewalk on Halsell Road.

Mayor Jordan: You want to move the sidewalk from Markham Road to Halsell Road?

Alderman La Tour: Correct.

Alderman Long: We had several Ward 4 meetings to discuss a priority list. That general area and Markham Road was much higher on the priority list. Some of the people who lived on the other street wanted to maintain the narrowness and lack of sidewalks there. We've asked that they continue those discussions in the next year. There have been many public meetings with the Ward 4 people wanting Markham Road access because that connects a lot of area there, instead of just one small area.

Mayor Jordan: This has been through the Transportation Committee?

Alderman Petty: Yes. I don't want to speak for Alderwoman Adams, but her comments were very similar to Alderman Long's comments.

Alderman Gray: I listened carefully to Alderman Adams as she talked about many of the residents on Halsell. I also hear what Alderman La Tour is saying that it is a safety issue. I do think it is something we need to look at, but it's not as though we haven't looked at it. We have had numerous meetings and I think the Ward 4 Aldermen feel strongly it is in the proper place in the plan.

Terry Gulley, Transportation Director gave a brief history of how projects are recommended. He gave a brief description of why Markham Road was chosen and that the city already has the right-of-way. He stated the intent is to obtain the right-of-way to be able to do the Halsell Road sidewalk at a later date.

Alderman Long stated that Markham Road was more of a priority than Halsell Road at the current time.

Alderman La Tour: Many people who use Halsell Road on game day do not live in Ward 4. They are tourist. I was trying to draw the link between our city budget and the importance of tourism to our city. We need to be sensitive to their needs, not just Ward 4 residents. I want to represent my ward to the best of my ability, but we have Razorback Stadium right adjacent to our ward. We need to make those people as safe as we can.

Alderman Marsh stated she is supporting going forward with the plan as presented. She supports increasing safety on Markham Road.

A discussion followed about foot traffic on Markham Road and Halsell Road.

Sean Vollendorf, Oliver Avenue stated he owns property on Halsell Road and expressed his concern for pedestrian safety on Halsell Road.

Zara Niederman, Hotz Drive stated he sees the need on Halsell Road, but thinks Markham Road is very unsafe.

Trigg La Tour, 410 North Oliver Avenue: There are students that drive on Markham Road and Halsell Road to get to the University. There are a lot of students who live in the neighborhoods of Halsell who walk to get the University and that contributes to a lot of foot traffic all year round.

Don Marr, Chief of Staff: On behalf of staff, we are in complete agreement with Alderman La Tour's comments. We are committed to acquiring the right-of-way to do the plan for next year. Both of these items are priorities. This is like a puzzle piece of time and money, allocated by all four wards.

Alderman Marsh moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 5-1. Alderman La Tour voting no. Alderman Kinion and Alderman Tennant were absent.

Resolution 05-15 as recorded in the office of the City Clerk

Unfinished Business:

Enact 71.016 Insurance Requirements for Motorized Bicycles, Motor Scooters and Mopeds:

An ordinance to amend the Fayetteville Code by enacting § 71.016 Insurance Requirements for Motorized Bicycles, Motor Scooters and Mopeds.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Petty seconded the motion. Upon roll call the motion passed 6-0. Alderman Kinion and Alderman Tennant were absent.

City Attorney Kit Williams read the ordinance.

Alderman Long moved to table the ordinance to the February 17, 2015 City Council meeting. Alderman Marsh seconded the motion. Upon roll call the motion to table passed 6-0. Alderman Kinion and Alderman Tennant were absent.

This ordinance was left on the Second Reading and Tabled to the February 17, 2015 City Council meeting.

RZN 14-4859 Niederman Enterprises: An ordinance rezoning that property described in Rezoning Petition RZN 14-4859, for approximately 1.9 acres, located at the 300 & 400 block of Martin Luther King Boulevard from NC, Neighborhood Conservation, to DG, Downtown General.

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman Kinion and Alderman Tennant were absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Planning Commission voted 6-2 in favor of the rezoning. Staff is not supportive of rezoning the entire property to Downtown General.

Mayor Jordan: You would entertain an amendment to rezone some of it?

Jeremy Pate: We would and we discussed that with the applicant, Mr. Niederman.

Zara Niederman, Applicant stated he spoke with city staff about the rezoning options. He prefers to keep the rezoning to Downtown General.

A discussion followed about the property location and project review.

Alderman Marsh: I really like this plan. We talk a lot about encouraging infill development, creating walkable neighborhoods and a good mix of services of commercial and residential. It's on our transit line and in close proximity to Willow Bend. The small size of the parcel will help limit some of the potential adverse effects that Downtown General might otherwise create in a larger area. I support this plan.

Alderman Petty: There is an undercurrent here which is important for future decisions about this. We don't have the zoning designation on the books that would be most appropriate for this parcel. If you look at Neighborhood Services and do a side by side comparison with Downtown General, there is a tremendous gap between the two. I agree with staff that the scale of Downtown General that's allowed is not appropriate for this site. I'm comfortable voting for it because of the site of the parcel. I would have to disagree on the point that Neighborhood Services is adequate for the applicant or even the highest and best zoning district for the neighborhood. I support the request. I hope we see this as motivation going forward to add granularity to our zoning code and go through a calibration process with some of the best practices that are out there as we update our city plan this year.

A discussion followed about leaving it on the second reading or continuing on.

Alderman Long: I think it would really be a good step in revitalizing the area. I will be voting with the Planning Commission's recommendation.

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 6-0. Alderman Kinion and Alderman Tennant were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Kinion and Alderman Tennant were absent.

Ordinance 5732 as Recorded in the office of the City Clerk

New Business:

Northwest Arkansas Regional Planning Commission: An ordinance waiving the requirements of formal competitive bidding and approving a one-year contract with the Northwest Arkansas Regional Planning Commission in the amount of \$40,017.86 for a Stormwater Education Program for 2015.

City Attorney Kit Williams read the ordinance.

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

Alderman Marsh moved to suspend the rules and go to the second reading. **Alderman Gray** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Kinion** and **Alderman Tennant** were absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. **Alderman Gray** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Kinion** and **Alderman Tennant** were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. **Alderman Kinion** and **Alderman Tennant** were absent.

Ordinance 5733 as Recorded in the office of the City Clerk

RZN 14-4864 Koutroumbis Appeal: An ordinance rezoning that property described in Rezoning Petition RZN 14-4864, for approximately 0.26 acres, located at 232 West Ash Street from RSF-4, Residential Single Family, 4 units per acre, to RMF-24, Residential Multi-Family, 24 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff and Planning Commission do not support the rezoning request.

Taylor Koutroumbis, Applicant stated she did not believe what she is proposing would contrast too sharply with the surrounding properties in the area to build a small triplex. She believes her project would allow economic stimulation and increase property values.

Terry Parker, Parker & Associates believes the proposal would be compatible with the neighborhood and enhance the area. He stated having access coming in off North Gregg Avenue would alleviate traffic concerns.

Taylor Koutroumbis stated it would make a nicer transition off of Gregg Avenue. She gave a brief description of all the apartment complexes in the area.

Alderman Long requested Mr. Pate to speak about a driveway being added into the apartment complex.

Jeremy Pate: We didn't get into the details of the development. We can't consider what development might occur on the property. I believe these folks have the greatest intent, but we are looking at rezoning beyond their ownership possibly.

Alderman La Tour: Property needs to be used for its best use in a point and time. We may not have the wisdom as a City of Fayetteville to understand how that may change through time. I would be in favor of letting the applicant build their property and use it as they see fit. We do have private ownership of property, not to say we shouldn't have planning. I don't want to step over those bounds very much.

City Attorney Kit Williams: I was at the Planning Commission meeting. There were neighbors who were private property owners in the same area that were objecting to this as an infringement upon their property rights for their single family houses. If you vote for this rezoning, you could get a six unit multi-family structure there because this more than a quarter acre. They can do whatever they want once it is zoned.

Taylor Koutroumbis: I met with Quin Thompson in the zoning office. With this zoning, if someone were to buy this property and completely tear everything down, the most they could build is four units. The city has rules about green spaces, trees and maintenance. One family spoke against us at the zoning meeting and they do not live in the neighborhood.

Alderman Long: Kit, are we as a Council, allowed to ask for a Bill of Assurance?

City Attorney Kit Williams: No, we cannot. It has to be voluntarily offered by the applicant to try to get you to approve their zoning.

Alderman La Tour: Mr. Pate, do we have a zoning that would accommodate what they want to do?

Jeremy Pate: I'm sure we do. Without the details of a plan, looking at how all the site would be developed, it would be difficult to throw a zoning district out there that might or might not work.

A discussion followed about zoning classifications and allowing the applicant to work with staff to look at a possible different rezoning.

Alderman Marsh: On that section of Gregg, is there a left turn lane?

Jeremy Pate: I don't believe so.

Alderman Marsh: What about sidewalks?

Jeremy Pate: There are proportions. There is not a continuous sidewalk along Gregg Avenue, I don't think, on either side.

Alderman Marsh: What about transit service?

Jeremy Pate: I would have to look at our GIS maps to see.

A discussion followed about the current zoning and uses that would be allowed.

Terry Parker: They have already done improvements and remodeling on the existing structure. We want to be able to retain that, add some other units and not have to knock it down and start over.

Taylor Koutroumbis: We met with the zoning office to discuss our options. With all the city's other regulations on building on your lot, we have to get RMF-24 to accommodate what we need.

This ordinance was left on the First Reading.

RZN 14-4894 3525 S. School Ave./Yates: An ordinance rezoning that property described in Rezoning Petition RZN 14-4894, for approximately 3.78 acres, located at 3525 South School Avenue from C-2, Thoroughfare Commercial, to I-1, Heavy Commercial/Light Industrial.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff and Planning Commission support the rezoning request.

Morgan Hooker, Applicant Representative stated he believed rezoning to Industrial fit the use.

Alderman Long moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman Kinion and Alderman Tennant were absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Kinion and Alderman Tennant were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Kinion and Alderman Tennant were absent.

Ordinance 5734 as Recorded in the office of the City Clerk

Amend Chapters 151, 161, 162 and 166 (ADM 14-4896 UDC Amendment): An ordinance amending Title IV: Unified Development Code of the City of Fayetteville, to amend Chapters 151,

161, 162 and 166 to create a new use unit for Small Scale Production including boutique and specialty manufacturing and to place this new use unit in appropriate zoning designations.

City Attorney Kit Williams read the ordinance.

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

Mayor Jordan: Staff did a great job on this. Thank you Jeremy.

Alderman Petty: I think this is fantastic. There is 5,000 square feet for most everything and 10,000 square feet for a microbrewery. If we had a boutique manufacturer that needed 6,000 square feet, would staff be willing to consider a variance?

City Attorney Kit Williams: Staff couldn't grant a variance. They would have to go to the Board of Adjustments.

Jeremy Pate: The Board of Adjustments could. They can't approve a different use, but the Board of Adjustments can vary things within the details of a zoning district.

City Attorney Williams: There is that burden to go there. You have to prove it's a hardship to you. That might be a difficult standard just because you want another 1,000 or 2,000 square feet. It might be difficult for them to show they cannot develop it in the square foot that is allowed under this.

Alderman Petty: It's my only concern about the ordinance. Staff was able to tour facilities to come up with recommendations for 10,000 square feet for microbreweries. I suspect there are industries that would typically require more than 5,000 square feet that we don't have the opportunity to tour today. I am happy to support the ordinance. I'm hopeful we would demonstrate some leniency if an industry came forward and could show that it was typical to build more than 5,000 square feet.

Jeremy Pate: We have always committed to bringing things back to the Council to change the ordinance if we don't feel like it is working.

Alderman La Tour: I appreciate staff bringing this forward and recognizing we don't always have the wisdom to understand what is coming down the pike. This facilitates entrepreneurship.

Alderman Long: I am supportive of the ordinance. I like that it is trying to give some new startups a chance here in Fayetteville. It only had one reading at the Planning Commission. I would like for us to hold it on this reading to see if there are more ways we can improve or expand on it by taking public comment in the next two weeks.

Alderman Marsh: I would like to echo Alderman Petty's concerns about the limitation of 5,000 square feet. If there is an opportunity to make this more generous in square foot area, I would support that. This is fantastic and will do great things for our economy.

A discussion followed about allowable zonings for microbreweries.

This ordinance was left on the First Reading.

Announcements:

Don Marr, Chief of Staff: The City of Fayetteville Recycling and Trash Division is collecting Christmas trees through the month of January on their normal trash day. Trees can also be turned in on the first Saturday of each month from 8:00 a.m. to noon at the facility on Armstrong Road.

The city will be closed on January 19, 2015 for Martin Luther King, Jr. Day.

The marinas at Lake Fayetteville and Lake Sequoyah will be closed from December 24, 2014 through January 14, 2015 for the holiday.

Adjournment: 7:05 p.m.

City Council Agenda Session Presentations: None

City Council Tour: None

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

Emailed to the Aldermen & handed out at the 1/20/15
City Council Meeting.
Branson, Lisa

From: Taylor Raine <trainek2012@gmail.com>
Sent: Tuesday, January 20, 2015 10:56 AM
To: Branson, Lisa
Subject: Postpone from city council agenda

Categories: Follow Up

Hi,

My name is Taylor Koutroumbis and I am on the city council agenda tonight under old business for a rezoning appeal for our lot on ash street in Fayetteville. I am hoping to reschedule this appeal for the next scheduled meeting as my daughter is not feeling well and I cannot get out tonight. If this is not possible please let me know. Thank you for all of your help.

Taylor Koutroumbis
501-249-5233

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323



Meeting Agenda - Tentative Agenda

Tuesday, January 20, 2015

5:30 PM

City Hall Room 219

City Council

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. **2014-0489** Election of Vice Mayor

Legislative History

1/7/15 City Council tabled
This presentation was tabled to the February 3, 2015 City Council meeting.

2. **2014-0491** State of the City Address - Mayor Lioneld Jordan

Agenda Additions:

A. Consent:

- A. 1 2014-0493** Approval of the January 6, 2015 City Council meeting minutes.

- A. 2 2014-0582** RJN GROUP, INC. SANITARY SEWER EVALUATION STUDY :

A RESOLUTION TO APPROVE A CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$891,251.00 FOR A SANITARY SEWER EVALUATION STUDY FOR BASINS SFM-05 AND SFM-18/19, AND AN AMOUNT NOT TO EXCEED \$225,000.00 FOR THE DESIGN OF RECOMMENDED IMPROVEMENTS IDENTIFIED BY THE STUDY

Attachments: [2014-0582 RJN Contract 122914](#)

A. 3 2014-0583 GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$149,900.00 FOR ENGINEERING DESIGN AND CONSTRUCTION OBSERVATION FOR THE PAINTING OF THE EXTERIOR AND INTERIOR OF THE 5 MILLION GALLON BAXTER WATER TANK AND THE MOUNT SEQUOYAH WATER TANK, AND FOR THE DEMOLITION AND SALE OF THE 1 MILLION GALLON BAXTER WATER TANK

Attachments: [2014-0583 Garver Contract 122914](#)

A. 4 2014-0587 BID #15-01 ASPHALT STRIPING SERVICE, LLC:

A RESOLUTION TO AWARD BID #15-01 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM ASPHALT STRIPING SERVICE, LLC IN VARIABLE AMOUNTS FOR THE TRANSPORTATION DIVISION AS NEEDED THROUGH THE END OF 2015

Attachments: [2014-0587 Bid 15-01 Reflectorized Paint Markings](#)

A. 5 2014-0595 BID #15-02 CURB AND GUTTER CONSTRUCTION PURCHASE:

A RESOLUTION TO AWARD BID #15-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY

Attachments: [2014-0595 Bid 15-02 Curb & Gutter](#)

A. 6 2014-0591 BID #15-03 HILLSIDE GRAVEL PURCHASE:

A RESOLUTION TO AWARD BID #15-03 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION AS SECONDARY SUPPLIER FOR MATERIALS PICKED UP, AND FROM SWEETSER CONSTRUCTION AS PRIMARY SUPPLIER AND LES ROGERS, INC. AS SECONDARY SUPPLIER FOR MATERIALS DELIVERED FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0591 Bid 15-03 Hillside Gravel](#)

A. 7 2014-0592 BID #15-04 S & R TRUCKING TRUCK HAULING SERVICES:

A RESOLUTION TO AWARD BID #15-04 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM S & R TRUCKING FOR VARIABLE UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0592 Bid 15-04 Truck Hauling Services](#)

A. 8 2014-0593 BID #15-05 CONCRETE PURCHASE:

A RESOLUTION TO AWARD BID #15-05 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC-CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0593 Bid 15-05 Concrete](#)

A. 9 2014-0599 BID #15-06 AGGREGATE MATERIALS PURCHASE:

A RESOLUTION TO AWARD BID #15-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0599 Bid 15-06 Aggregate Materials](#)

A. 10 2015-0009 BID #15-08 PLASTIC DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2015-0009 Bid 15-08 plastic drainage pipe](#)

A. 11 2014-0597 BID #15-09 CONCRETE DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES AS PRIMARY SUPPLIER AND HANSON PIPE AS SECONDARY SUPPLIER FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0597 Bid 15-09 Concrete Drainage Pipe](#)

A. 12 2014-0588 BID #15-10 TOPSOIL PURCHASE:

A RESOLUTION TO AWARD BID #15-10 AND AUTHORIZE THE PURCHASE OF TOPSOIL FROM LES ROGERS, INC. IN THE AMOUNT OF \$12.40 PER CUBIC YARD IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0588 Bid 15-10 Screened Topsoil](#)

A. 13 2014-0590 BID #15-11 FLINT TRADING, INC.:

A RESOLUTION TO AWARD BID #15-11 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM FLINT TRADING, INC. FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0590 Bid 15-11 Preformed Thermoplastic Pavement Markings](#)

A. 14 2014-0596 BID #15-12 RETAINING WALL BLOCKS PURCHASE:

A RESOLUTION TO AWARD BID #15-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FROM ARROWHEAD PRECAST, LLC AS PRIMARY SUPPLIER AND INDUSTRIAL PRECAST, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2014-0596 Bid 15-12 Retaining Wall Blocks](#)

A. 15 2015-0005 BID #15-14 WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS:

A RESOLUTION TO AWARD BID #15-14 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN THE AMOUNT OF \$10.00 PER LOAD AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments: [2015-0005 Bid 15-14 Waste Disposal for Construction Debris](#)

A. 16 2015-0012 ENVIRONMENTAL CONSULTING OPERATIONS, INC., AMENDMENT NO. 1 AND ONE YEAR RENEWAL:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT AND TO AUTHORIZE AN EXTENSION OF THE AMENDED CONTRACT THROUGH 2015 IN THE AMOUNT OF \$50,766.00

Attachments: [2015-0012 Resolution Request](#)
 [012015-ECO WWP Amnd No 1](#)

A. 17 2015-0002 PLANTE AND MORAN, PLLC:

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH PLANTE AND MORAN, PLLC FOR INFORMATION TECHNOLOGY SERVICES THROUGH JUNE 5, 2015 IN THE AMOUNT OF \$90,090.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2015-0002 Agenda Item Info](#)
 [2015-0002 Agenda Item Info #2 continued](#)
 [BA2015_IT_CONTRACT_SERVICES](#)

B. Unfinished Business:

B. 1 2014-0572 RZN 14-4864 KOUTROUMBIS APPEAL:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4864, FOR APPROXIMATELY 0.26 ACRES, LOCATED AT 232 WEST ASH STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, TO RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

Attachments: [14-4864 CC Packet](#)
 [14-4864 CC ORD](#)

Legislative History

1/6/15 City Council left on first reading
This Ordinance was left on the first reading at the January 6, 2015 City Council meeting.

B. 2 2014-0576 AMEND CHAPTERS 151, 161, 162 and 166 (ADM 14-4896 UDC AMENDMENT SMALL-SCALE PRODUCTION):

AN ORDINANCE AMENDING TITLE IV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 151, 161, 162 AND 166 TO CREATE A NEW USE UNIT FOR SMALL SCALE PRODUCTION INCLUDING BOUTIQUE AND SPECIALTY MANUFACTURING AND TO PLACE THIS NEW USE UNIT IN APPROPRIATE ZONING DESIGNATIONS

Attachments: [14-4896 CC packet](#)
 [Additional Exhibit A ADM 14-4896](#)
 [14-4896 CC ORD](#)

Legislative History

1/6/15 City Council left on first reading
This ordinance was left on the first reading at the January 6, 2015 City Council meeting.

C. New Business:

C. 1 2014-0586 ASPHALT MATERIALS PURCHASE:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING CALENDAR YEAR 2015 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

Attachments: [2014-0586 Asphalt Bid Waiver Request](#)

C. 2 2014-0598 GORDON LONG PARK TRAILHEAD - TAP REVENUE:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR CONSTRUCTION OF RESTROOMS AND EXPANDED PARKING AT GORDON LONG PARK, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$260,000.00

Attachments: [2014-0598 SRF - TAP Grant Revenue \(Gordon Long Park Trailhead\)](#)
 [2014-0598 BA - TAP Grant Revenue \(Gordon Long Park Trailhead\)](#)

C. 3 2015-0007 ESRI, INC. ENTERPRISE LICENSE AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THREE YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$150,000.00 PAYABLE IN INSTALLMENTS OF \$50,000.00 PER YEAR FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

Attachments: [Staff Review Form 2015-0007.pdf](#)

C. 4 2015-0003 REPEAL AND REPLACE TITLE V PUBLIC WORKS AND AMEND CHAPTER 51 AND CHAPTER 10:

AN ORDINANCE TO REPEAL AND REPLACE TITLE V PUBLIC WORKS, ARTICLE III DISCHARGE AND PRETREATMENT REGULATIONS; TO AMEND SECTION § 51.137 MONTHLY SEWER RATES; TO AMEND § 51.138 DEFINITIONS PERTAINING TO WATER AND SEWER RATES; TO AMEND § 51.999 PENALTY; AND TO AMEND § 10.99 GENERAL PENALTY OF THE FAYETTEVILLE CODE

Attachments: [2015-0003 Discharge and Pretreatment Regulation Changes A-III A-V](#)
 [EXHIBIT A & B](#)

C. 5 2015-0010 AMEND THE 2015 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2015 ADOPTED BUDGET BY REAPPROPRIATING \$86,181,388.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

Attachments: [2015-0010 REBUDGETS - COMPLETE PACKET 010715](#)

**C. 6 2015-0008 ENACT ARTICLE III PROCEDURE TO EXERCISE INITIATIVE
AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS:**

AN ORDINANCE TO ENACT ARTICLE III PROCEDURE TO
EXERCISE INITIATIVE AND REFERENDUM RIGHTS OF
CHAPTER 36: ELECTIONS INTO THE FAYETTEVILLE CODE TO
CLARIFY THE PROPER PROCEDURE FOR THE CITIZENS'
RIGHT OF THE INITIATIVE AND REFERENDUM

Attachments: [Agenda Packet Ord § 36.20](#)

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

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

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

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

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

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



City of Fayetteville, Arkansas

Tentative Agenda

January 20, 2015

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113 West Mountain Street

Fayetteville, AR 72701

479-575-8323

Text File

File Number: 2014-0582

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 2

RJN GROUP, INC. SANITARY SEWER EVALUATION STUDY :

A RESOLUTION TO APPROVE A CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$891,251.00 FOR A SANITARY SEWER EVALUATION STUDY FOR BASINS SFM-05 AND SFM-18/19, AND AN AMOUNT NOT TO EXCEED \$225,000.00 FOR THE DESIGN OF RECOMMENDED IMPROVEMENTS IDENTIFIED BY THE STUDY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with RJN Group, Inc. in the amount of \$891,251.00 for a Sanitary Sewer Evaluation Study for Basins SFM-05 and SFM-18/19, and an amount not to exceed \$225,000.00 for the design of recommended improvements identified by the study.

City of Fayetteville Staff Review Form

2014-0582

Legistar File ID

1/20/2015

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

Jim Beavers

12/29/2014

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to approve the proposed Professional Engineering Services Contract with RJN Group in the amount of \$891,251.00 for Sanitary Sewer Evaluation Study for Basin SFM-05 and Basin SFM-18/19 and not to exceed \$225,000.00 for design of rehabilitation in Basin SFM-05 for a total of \$1,116,251.00.

Budget Impact:

5400.5700.5314.00		Water/Sewer	
Account Number		Fund	
02017.1501		Sanitary Sewer Rehabilitation	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 2,675,129.00
		Funds Obligated	\$ -
		Current Balance	\$ 2,675,129.00
Does item have a cost?	Yes	Item Cost	\$ 1,116,251.00
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ 1,558,878.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF JANUARY 20, 2015

TO: Mayor Jordan and City Council Members

THRU: Water, Sewer and Solid Waste Committee
Don Marr, Chief of Staff
Tim Nyander, Interim Utility Director

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: December 29, 2014

SUBJECT: Resolution to approve the proposed Professional Engineering Services Contract with RJN Group in the amount of \$891,251.00 for Sanitary Sewer Evaluation Study for Basin SFM-05 and Basin SFM-18/19 and not to exceed \$225,000.00 for design of rehabilitation in Basin SFM-05 for a total of \$1,116,251.00.

RECOMMENDATION:

City Administration recommends approval for the proposed Professional Engineering Services Contract with RJN Group in the amount of \$891,251.00 for SSES for Basin SFM-05 and Basin SFM-18/19 and not to exceed \$225,000.00 for design of rehabilitation in Basin SFM-05 for a total of \$1,116,251.00.

BACKGROUND:

The proposed 2015 SSES is generally included in the approved 2015 CIP and is a significant part of the City's ongoing sanitary sewer maintenance and rehabilitation. Industry standards and Fayetteville's experiences establish that all of the collection system requires full evaluation every 10 to 15 years. The evaluations and subsequent repairs will prevent future recurrence sanitary sewer overflows (SSO's) and help protect the environment and the City. This project will include the field investigations and development of recommended sewer improvements located in areas within the City of Fayetteville, further described as Basins SFM-05 & SFM-18/19. The areas are estimated to contain approximately 73,000 linear feet of sewer line and 368 manholes, and 230,000 linear feet of sewer line and 1,091 manholes respectively. The contract also includes the design of improvements in Basin SFM-05 and the inspection of the existing 36 inch diameter ductile iron sanitary sewer.

Basin SFM-05 is generally defined as the Scull Creek Basin north of North Street. Basin SFM-18/19 is a high ranked basin contributing significant inflow (9 mgd rate) to the collection system and to the plant. Basin SFM 18/19 is generally defined as an area both west and east of I-49 and south of MLK. Basins SFM-05 and SFM-18/19 were used to produce the 2015 CIP.

DISCUSSION:

The RJN Group, Inc. was selected for this project through the City's formal selection procedure and purchasing requirements. The scope of work and the proposed fee have been reviewed and negotiated by Utilities Division.

BUDGET/STAFF IMPACT:

Budgeted Funds are available in the Sanitary Sewer Rehabilitation project.

ATTACHMENTS:

1. Staff Review Form
2. Purchase Order
3. Proposed Contract with RJN Group, Inc.

City Of Fayetteville
(Not a Purchase Order)

Requisition No.:
Date: 1/20/2015
P.O Number:
Expected Delivery Date:

Tentative Agenda
January 20, 2015
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Vendor #: 291 Vendor Name: RJN Group Mail Yes: X No:

Address: 12160 Abrams Rd Ste 400 Fob Point: Taxable Yes: No: X Quotes Attached Yes: No:

City: Dallas State: TX Zip Code: 75243 Ship to code: Fay Divison Head Approval:

Requester: Cheryl Partain Requester's Employee #: 2548 Extension: 8224

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Professional Engineering Services-Design and Conduct SSES for Basins 5, 18 & 19	1	EA	1,116,251.00	1,116,251.00	5400.5700.5314.00	02017.1501		
2									
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: \$1,116,251.00 Tax: \$0.00 Total: \$1,116,251.00

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

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
RJN GROUP, INC.

THIS AGREEMENT is made as of _____, 2015, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and RJN GROUP, 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 Exhibit 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 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
 - 3.1.6 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Director 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.
 - 3.1.7 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 Exhibit B.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based on a Unit Price or Lump Sum basis as described in Exhibit C. Unit price items shall be invoiced based on unit items completed. Lump sum items shall be invoiced based on percentage completion.
- 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:
4170 West MLK Blvd., Suite 907
Fayetteville, AR 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

RJN GROUP, INC.

By: _____
Mayor, Lioneld Jordan

By: Hugh M. Kelso
Hugh M. Kelso

ATTEST:

By: _____
City Clerk

Title: Vice President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A SCOPE OF SERVICES

CITY OF FAYETTEVILLE SEWER SYSTEM STUDY BASINS SFM-05 & SFM-18/19

This section is a detailed description of the Work Plan that will be implemented for this project. Specific Work items were developed based on our understanding of the project needs, our familiarity with the City of Fayetteville's Wastewater Collection System, and our experience with many similar projects. The project will include the field investigations and development of recommended sewer improvements located in areas within the City of Fayetteville, further described as Basins SFM-05 & SFM-18/19. The areas are estimated to contain approximately 73,000 linear feet of sewer line and 368 manholes, and 230,000 linear feet of sewer line and 1,091 manholes respectively.

A description of the Work Plan is included in the following sections.

Work Plan

The Work Plan for the City of Fayetteville includes all the necessary engineering, planning, and field work for developing a Sewer Rehabilitation Plan.

SEWER SYSTEM STUDY

A. Project Administration

1. Mobilize project team.
2. Meet with City of Fayetteville staff on a bi-monthly basis to develop project strategy, coordinate upcoming work, and receive City of Fayetteville input.
3. Prepare a final schedule of work activities.
4. Provide general consultation with representative City of Fayetteville staff on an as-needed basis.
5. Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.
6. Perform administration and coordination of subconsultants including contract finalization, performance, coordination, and payment requests.

B. Data Management

1. All field inspection data will be reviewed to ensure that the field data is complete and free from obvious errors or inaccuracies. Smoke test photos will be reviewed to ensure that background reference features appear in the photo. Manhole, visual pipe, smoke test and dyed water forms will be reviewed to ensure that they correlate with the City of Fayetteville's GIS system. Data entry will be performed concurrently with the field inspections to ensure that errors are identified, addressed, and corrected as soon after the inspection was performed as possible.
2. All manhole, visual pipe, smoke testing, dyed water and any other observed defects will be captured with a digital camera and loaded on to a CD for delivery to the City of Fayetteville.
3. Prepare a map of the study areas utilizing the numbering system developed by the City. The GIS numbering system will be cross referenced with the earlier numbering system.
4. Discrepancies between the City of Fayetteville's GIS and actual field conditions will be recorded on standard forms and periodically delivered to the City of Fayetteville.
5. Develop listing of all buried and inaccessible manholes and provide to City of Fayetteville.
6. Obtain preliminary sewer segments length and diameters from existing database. Review and modify database as differences are found during field survey activities.

C. Flow Meter Site Investigation / Installation / Removal

1. Prior to installing flow monitors, the Engineer will develop a flow monitoring plan. The flow monitoring plan will include the preliminary monitoring sites selected from a review of the City of Fayetteville's existing sewer maps. These sites are based on previous monitoring locations along with select new locations. Special attention areas or split flow conditions may require additional flow monitors. Potential flow monitoring sites will be identified with consideration given to sub-basin size, evidence of surcharging, overflow locations, projected maintenance activities, and other factors. Potential and alternate sites will be inspected and the site hydraulics evaluated.
2. The Engineer will conduct field investigations to verify the suitability of each potential monitoring location. The field investigations will verify sewer line interconnectivity and sewer flow direction in various locations across the collection system and in the proposed meter locations. The Engineer will prepare a site investigation sheet for each selected site and will submit to the City of Fayetteville.

3. After approval of the recommended sites, the Engineer will install, calibrate, and connect each meter to a remote monitoring network using cellular modems.
4. The Engineer will calibrate existing City of Fayetteville flow meters within the study area and connect each meter to a remote monitoring network using cellular modems.
5. Upon completion of the flow monitoring period, the Engineer will remove all equipment owned by the Engineer and repair all manhole penetrations. The City of Fayetteville will repair any damages to manhole epoxy coatings.

D. Flow Monitoring

1. After approval of the recommended sites, the Engineer will install and maintain temporary flow meters for up to 60-days in an effort to obtain sufficient dry and wet weather conditions that include at least four (4) storm events of significant rainfall intensities. If the criteria have not been observed during the scheduled monitoring period, advise City of Fayetteville to consider extending the monitoring period.
2. The Engineer will maintain existing City of Fayetteville flow meters within the study area for the duration of the monitoring period.
3. The Engineer will service the flow meters on a regular basis and obtain bi-weekly manual depth and velocity profiles to verify the accuracy of the meters.
4. The Engineer will use the City of Fayetteville's rain gauge network during the study.

E. Manhole Inspection

1. Whenever possible, the Engineer will conduct full descent inspections of every accessible manhole in the collection system. Confined space entry procedures will be followed. The following manhole components will all be inspected for signs of I/I and for structural soundness: the manhole cover, cover to frame fit, the manhole frame, the frame-to-chimney seal, the chimney condition, the corbel condition, the wall condition, the step condition, the bench, the invert, and each pipe seal. Other information will also be obtained relative to the manhole location, grade elevation, ponding potential, manhole diameter and depth, construction materials, active I/I, evidence of I/I, and evidence of surcharge. Rim to invert measurements and the general orientation of all connecting lines will be recorded. Manholes which are surcharged during average flow conditions will be identified and turned over to the City of Fayetteville for cleaning prior to smoke testing. The City of Fayetteville may at its discretion, request that the Engineer remove such blockages. Photographs will be taken of all severe or unusual manhole

defects or configurations and will be loaded as digital photos into the project database.

2. The Engineer will make a reasonable effort to locate manholes as shown on the City of Fayetteville's maps. The effort will include up to 10 minutes of onsite investigation including a metal detector, probe, and shovel. Manholes found to be buried less than 6-inches below grade in non-paved areas shall be uncovered and inspected by the Engineer. If the manhole cannot be located within 10 minutes of arriving onsite, or the manhole is buried in a paved area or greater than 6-inches below grade in a non-paved area, the Engineer will notify the City of Fayetteville of the unable to locate manhole or buried manhole for the City of Fayetteville to locate or uncover.
3. The City of Fayetteville will assist the Engineer with traffic control in high traffic areas that include AHTD right-of-way and major collectors Gregg Avenue and Sycamore Street. The City of Fayetteville will be responsible for any temporary permits required for AHTD right-of-way inspections.
4. While inside the manhole, each of the incoming pipes will be inspected for signs of cracking, collapse, root intrusion, deposition, grease, offset joints, active infiltration, or other defects. Additional information such as pipe diameter and material will also be collected. Lines with observable structural defects will be earmarked as candidates for future television inspections. Pipe diameter measurements will be rounded to the nearest tenth of an inch.
5. Manholes which present inconclusive evidence of I/I will be earmarked as candidates for dye water testing in order to substantiate whether or not the suspect component is an I/I source. A prioritized list of manholes with suspect components will be developed and presented to the City of Fayetteville for review.

F. Smoke Testing

1. Smoke testing will be conducted using dual axial blowers. Smoke testing lengths will be limited to one line segment between the upstream and downstream blower locations. Each 12-inch diameter and smaller segment will be isolated by sandbagging. Smoke candles will be used to generate smoke for the smoke testing. Segments totaling less than 500 feet may include straight through manholes. Smoke testing will be performed only during dry ground periods which are anticipated to be between July and September.
2. Flags will be placed at observed smoke locations and digital images will be captured. All defects identified by smoke testing will be flagged and photographed. Smoke defect locations will be recorded on sketches or by obtaining GPS coordinates. All private sector smoke defect images will be entered into the field inspection database.

3. Main line defects and service lateral defects will be carefully scrutinized to ensure that a conservative determination of public vs. private side defects is made. If necessary the line will be earmarked for television inspection.
4. During the smoke testing, each building in the vicinity of the line segment will be observed for evidence of illegal or illicit connections, or other defects. All such defects will be noted in the smoke test database. Where suspect defects are identified but are not confirmed by the smoke test, the building address, type, and suspected defect will be noted. All such buildings will be submitted to the City of Fayetteville as candidates for a detailed building inspection or dyed water flooding. Upon review and approval by the City of Fayetteville these buildings will be subsequently inspected by the Engineer.

G. Public Relations

1. Public relation activities will be included to inform the public and industries in the study are of upcoming field work. The primary focus will be on smoke testing activities. Specific tasks will include:
 - A. Coordinate smoke testing activities with representatives of the City of Fayetteville. Notify City representatives daily of anticipated smoke testing locations.
 - B. Provide door hangers for notification of residents during smoke testing activities.

H. Dyed Water Flooding

1. Line segments requiring dye water testing will be identified on the basis of smoke test results. Prior to initiating dye water testing, a list of line segments recommended for dyed water testing will be provided to the City of Fayetteville for review and approval. The line segments on the list will be annotated as to the priority and reason for recommendation.
2. Dyed water flooding will be conducted at selected locations prior to television inspection to verify the existence of inflow and infiltration sources. Dye testing will also be conducted concurrently with television inspections on those line segments approved by the City of Fayetteville for dye testing. The City of Fayetteville shall provide water for dyed water flooding at no charge to the Engineer. The Engineer shall check out a water meter from the City of Fayetteville for water usage metering.
3. The dye water will be induced into the line by flooding storm sewers and drainage ditches. Sufficient time will be allowed for the source to activate, at which time the television inspection equipment will be introduced into the line segment.

I. Cleaning and Television Inspection / Concurrent Dye Testing

1. Engineer will perform light cleaning and television inspection only to maintain the project schedule, and only after the approval of the City of Fayetteville. Television inspections will be performed on line segments which show evidence of deterioration, either through visual pipe inspections or through smoke testing. Evidences of deterioration include active I/I, roots, offset joints, cracked or collapsed pipe, blockages, surcharging, or deterioration and damage as evidenced by smoke emission during smoke testing. Upon completion of the visual pipe inspections and smoke testing, defective line segments will be prioritized and a recommendation for television inspection will be developed. Lines recommended for television inspection will be listed by priority along with justification for the recommendation, and presented to the City of Fayetteville for review and discussion. Lines for which acceptable television data is on hand will be excluded from the list and will not be re-televised. Line segments that exhibit defects from smoke testing, and the existing TV tape does not reveal defects, will be recommended to be re-televised. Upon approval, the television inspection work will be scheduled and initiated. Television inspection will be performed using high quality color equipment and coded using RJN standards. Where appropriate, concurrent dye testing will be conducted to pinpoint I/I sources. Contractor costs will be submitted to the City of Fayetteville to be applied against an allowance once the level of effort is defined.
2. Perform cleaning and internal TV inspection of selected sewer lines and record findings. Sanitary sewer lines will be cleaned in order to facilitate the televised inspection activities. Standard cleaning rates are based on two or three passes with a jet cleaner. In the event that additional cleaning or root cutting is necessary, the Engineer will notify the City of Fayetteville and obtain approval to perform heavy cleaning at the rates specified. Root cutting is included in the heavy cleaning rates.
3. During cleaning operations, all sludge, debris, etc. will be removed from the sewer and disposed of at a location provided by the City of Fayetteville. The City of Fayetteville shall provide water for the cleaning operation and disposal of debris removed from the sewer at no charge to the Engineer. The Engineer shall check out a water meter from the City of Fayetteville for water usage metering. Concurrent dyed water flooding will be performed with TV inspection to verify locations of inflow defects. All data will be provided in digital format.
4. The Engineer will review each video and incorporate findings in the data analysis.

J. Data Analysis / Report

1. At the conclusion of the field investigation services, an engineering analysis of field survey data will be performed to develop recommendations for prioritizing I/I source repairs.
2. Develop rehabilitation and improvement costs for manhole and line repairs.
3. Perform priority analysis for infiltration rehabilitation plan based on applicable rehabilitation method, material, and costs.
4. Perform priority analysis for inflow rehabilitation plan based on applicable rehabilitation method, material and costs.
5. Develop recommendations for rehabilitation of both public and private I/I sources in priority order, cost estimates by individual rehabilitation type, and estimated I/I reduction as a result of the recommendations.
6. A capital improvement plan will be developed to provide a rehabilitation plan, a staged priority schedule, and budget costs for recommended projects.
7. The report will consist of a narrative discussion of the hydraulic analysis, field investigations, exhibits, tables, and supporting information. The report will include findings, conclusions, and recommendations. It will be organized and presented in meaningful graphics, figures, and tables.
8. Three (3) copies of the draft report will be delivered to the City of Fayetteville for review and comments. Written comments will be received from the City of Fayetteville and incorporated in the Final Report.
9. The Engineer will incorporate the written comments of the City of Fayetteville and five (5) copies will be delivered to the City of Fayetteville. The final report will also be provided digitally to the City of Fayetteville in an electronic format for ease of review.
10. The Engineer will review the final report with the City of Fayetteville. The review will cover the condition of the collection system with regard to the proposed system rehabilitation, cost estimate and other needs and requirements.

K. Rain Gauge Installation

1. The Engineer will provide and install ten (10) permanent electronic rainfall sensors with heaters. Each rainfall sensor shall have a resolution of 0.01" with a resolution of +/- 1.0% at a rainfall intensity of 2"/hr or less. The heater shall activate when the outside temperature reaches 45° F or lower.

2. The Engineer will provide all hardware necessary to securely mount and level each rainfall sensor at locations approved by the City of Fayetteville.
3. Each location approved by the City of Fayetteville shall have permanent 120 VAC power provided by the City of Fayetteville. The City of Fayetteville shall provide all necessary electrical connections from the rainfall sensor to electrical power and equipment and connection required to connect to the City of Fayetteville's SCADA system.

L. Permanent Flow Meter Telemetry

1. The Engineer will provide and install seventeen (17) permanent cellular modem units on existing City of Fayetteville flow meters. The units will include an interface cable between the existing flow meter and the telemetry unit and an antenna mounted outside of the manhole.
2. The Engineer will provide all hardware necessary to securely mount the unit along with the existing flow meter. Installation will include a manhole wall penetration for the antennae cable. The Engineer will repair all manhole penetrations. The City of Fayetteville will repair any damages to manhole epoxy coatings.
3. The Engineer will provide a hosted data site via web access for the City of Fayetteville to view and download collected data. Charges for data hosting, editing, and review are not included in this contract.
4. The City of Fayetteville will select a cell service provider and pay for all monthly data fees incurred.

M. 36-inch Sewer Line Inspection – Happy Hollow to Noland WWTP

1. Approximately 25,500 linear feet of 36-inch ductile iron gravity sewer line will be inspected using high quality color television inspection equipment and coded using RJN standards.
2. Internal CCTV inspection of the existing 36-inch ductile iron pipes will be performed to visually assess the condition of pipe and original polyethylene liner. Noticeable defects in the liner and evidence of corrosion will be documented.
3. The Engineer may request the City of Fayetteville to install stop logs at the diversion structure at Happy Hollow to divert wastewater flow as necessary prior to CCTV inspection.
4. The sewer lines will be inspected without cleaning. The level of debris will be estimated during CCTV inspection. A cleaning schedule will be recommended upon completion of the inspection.

5. The Engineer will review each video and incorporate findings in the data analysis. Further investigations may be recommended to determine the level of deterioration.

DESIGN SERVICES

The Engineer will provide the final engineering design and construction observation for the recommended rehabilitation as approved by the City of Fayetteville. The final compensation for these future services will be negotiated after the extent of the improvements are known. The detailed scope of future services is as follows:

FINAL ENGINEERING DESIGN/BIDDING ASSISTANCE

A. Manhole Rehabilitation Design

1. Review data from the SSES to determine I/I sources to be rehabilitated.
2. Evaluate site specific manhole repair alternatives including cover type, grade adjustments, sealing techniques, manhole interior repairs, and/or manhole replacement.
3. Using City of Fayetteville's basic specifications, prepare project specifications which will include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, (5) technical specifications, (6) schedule of manhole rehabilitation, (7) location maps and (8) general details.
4. Prepare Engineer's Opinion of Probable Construction Cost.
5. Submit two (2) copies of the draft contract documents to the City of Fayetteville for review.
6. Perform final changes to contract documents based on City of Fayetteville review.
7. Submit two (2) copies of the final contract documents to the City of Fayetteville.

B. Sewer Line Rehabilitation

The extent of sewer rehabilitation is not known at this time. The actual quantities of design will be determined after the review of the previous inspection data and any subsequent inspections are performed. Generally, the sewer line design activities will include the following:

1. Review reports for infiltration and inflow sources to be rehabilitated, sewer line maintenance items, and sewer line replacement.
2. Perform sewer profile level survey and site inspections for sewer replacement.
3. Investigate public utility locations.
4. Evaluate pipe repair alternatives including pipe replacement, pipe bursting, and lining options as necessary due to site conditions.
5. Provide the City of Fayetteville with the technical information for location of the easements, if any, required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information will be obtained from existing maps provided by the City of Fayetteville to the Engineer.
6. Prepare contract design drawings for I/I rehabilitation, sewer replacement and/or sewer lining. Drawings will indicate permanent and temporary easements for construction based on information supplied by City of Fayetteville. Drawings will include but not be limited to: (1) title sheet/drawing index, (2) location maps, (3) schedule of manhole rehabilitation, (4) plan and profile of replacement segments, (5) plan of repair line segments, (6) special details, and (7) general details.
7. Using City of Fayetteville's basic specifications, prepare project specifications which will include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, and (5) technical specifications.
8. Prepare Engineer's Opinion of Probable Construction Cost by major items.
9. Submit two (2) copies of the draft plans and specifications to the City of Fayetteville for review.
10. Perform final changes to contract documents.
11. Submit two (2) copies of the final project drawings and contract specifications to the City of Fayetteville for review.
12. Assist the City of Fayetteville in obtaining permit approvals from regulatory authorities.

C. Additional Services

1. Conduct horizontal and vertical control survey necessary for design of the project.

2. Obtain typical soil boring data for replacement sewer locations, as required.
3. After approval by the City of Fayetteville, the Engineer will prepare, type, and issue legal description of easements. The City of Fayetteville will secure easements as necessary.
4. Assistance in obtaining permit from Highway Department, Health Department, and any other state permits, if necessary, for sewer construction.

D. Bidding Assistance

It is anticipated that two (2) construction contracts will be bid. The first contract to be completed and bid will include justified manhole rehabilitation activities and any other readily confirmed cost-effective maintenance activities. The second contract bid will include justified sewer line and appurtenant elements, including maintenance, repair, rehabilitation and replacement work. The following bidding assistance services are included for the two contracts.

1. Assist the City of Fayetteville in advertising, obtaining, and evaluating Bid Proposals for the construction contract and awarding thereof. Provide assistance to the CITY in responding to bidder inquiries during advertisement of the construction contract, and participate in project pre-bid conference. Provide and distribute bidding documents and addendum. Non-refunded bid deposits will remain the property of Engineer for administrative, printing, and handling cost.
2. Assist the City of Fayetteville in reviewing the bids for completeness and accuracy. Develop bid tabulations and submit a written recommendation of contract award to the City of Fayetteville along with three (3) copies of the bid tabulations.
3. Consult with and advise the City of Fayetteville on the responsibility and responsiveness of contractors, the acceptability of subcontractors, substitute materials, and equipment proposed by the project bidders.

CONSTRUCTION

The Engineer is available to provide resident engineering services during construction under a separate negotiated amendment. These services may include the following:

A. Resident Engineering

1. Provide the successful bidder(s) with three (3) sets of the contract specifications for execution and the insertion of the required insurance certificates. Provide the successful bidder(s) with five (5) sets of the contract documents for construction purposes.

2. Assist the City of Fayetteville in conducting a pre-construction conference with the Contractors by notifying utilities, governmental agencies, and other interested parties, and answer questions at the conference.
3. Review shop drawings, scheduling, test results, and other submittals which the Contractor is required to submit.
4. Consult with City of Fayetteville and act as the City of Fayetteville's engineering representative in dealings with the Contractor. Issue instructions of City of Fayetteville to Contractor and issue necessary interpretations and clarification of the contract specifications.
5. Provide engineering survey(s) for construction to establish horizontal and vertical reference points which are necessary for the Contractor to construct the work. Coordinate the taking of preconstruction photos and surface video documentation with the Contractor as necessary.
6. Provide resident observation for rehabilitation and sewer replacement construction for general conformance to the contract drawings and contract specifications. Also provide resident observation of acceptance testing and restoration work by the Contractor.
7. Review and respond to complaints received by City of Fayetteville and report any differences of opinion between the Contractor, Engineer and complaining party.
8. Review applications for partial payment with the Contractor for compliance with contract specifications and submit to the City of Fayetteville a recommendation for payment.
9. Issue field orders to Contractor after consultation with the City of Fayetteville. Review any change orders proposed by the Contractor and provide recommendations to the City of Fayetteville.
10. Conduct an on-site review to determine if the projects are substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
11. Conduct a final on-site review, in the company of the City of Fayetteville and Contractor, to verify the projects are fully complete. Submit a recommendation for final acceptance of the projects to the City of Fayetteville.
12. Provide the City of Fayetteville with three (3) sets of black line prints of the record drawings.
13. Provide the City of Fayetteville with a report that summarizes I/I sources that have been removed and listing of line segments and their attributes that have been added.

14. The Engineer will not be responsible for the means or sequences of the construction work or the implementation program for safety of the construction contractor and subcontractors and it will be stipulated as such in the contract documents.

EXHIBIT B

AUTHORIZATION PROGRESS AND COMPLETION

The City and Engineer agree that the project is planned to be completed according to the schedule below with anticipated Notice to Proceed in late January 2015.

<u>Major Tasks</u>	<u>Months from Notice to Proceed</u>
Sewer System Study	11

The Engineer will employ manpower and other resources and use professional skill and diligence to meet the schedule; however, he will not be responsible for schedule delays resulting from conditions beyond his control. With mutual agreement, the City of Fayetteville and the Engineer may modify the project schedule during the course of the project and if such modifications affect the Engineer's compensation, it will be modified accordingly, subject to City Council approval.

For Special Services, the authorization by the City of Fayetteville shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation therefore, all as agreed upon by the City of Fayetteville and Engineer in writing.

**EXHIBIT C
SUMMARY OF COST**

**CITY OF FAYETTEVILLE
SEWER SYSTEM STUDY
BASINS SFM-05 & SFM-18/19**

Task Description	Quantity	Unit Cost	Cost (\$)
<u>PHASE I</u>			
<u>Sewer System Study – SFM-05 & SFM-18/19</u>			
A. Project Administration	1	\$37,772/LS	37,772.00
B. Data Management	1	\$32,440/LS	32,440.00
C. Flow Meter Site Investigation / Installation / Removal	20	\$1,464.20/EA	29,284.00
D. Flow Monitoring	1,200	\$78.14/M-D	93,770.00
E. Manhole Inspection (ROW + 20')	864	\$107.81/EA	93,146.00
F. Manhole Inspection (> ROW + 20')	595	\$124.52/EA	74,088.00
G. Smoke Testing (Dual-Blower)	303,000	\$0.469/LF	142,148.00
H. Public Relations	303,000	\$0.04/LF	12,208.00
I. Dyed Water Flooding	40	\$449.20/EA	17,968.00
J. Cleaning and Television Inspection	<u>1</u>	<u>1</u>	103,020.00
CCTV Review	30,300	\$1.20/LF	36,360.00
K. Data Analysis / Report	1	\$59,072/LS	<u>59,072.00</u>
Total SSES Cost			731,276.00
<u>Rain Gauges</u>			
A. Rain Gauges	10	\$1,545/EA	<u>15,450.00</u>
<u>Flow Meter Telemetry</u>			
A. Flow Meter Telemetry	17	\$3,000/EA	<u>51,000.00</u>
<u>36-INCH SEWER INSPECTION</u>			
A. Inspection of 36-inch sewer line	25,500	\$3.75/LF	<u>95,625.00</u>
TOTAL PHASE I COST			891,351.00
<u>PHASE II FINAL DESIGN</u>	<u>2/</u>	<u>2/</u>	225,000.00
<u>PHASE III CONSTRUCTION</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>

- 1/ Allowance for cleaning and TV inspection will be invoiced based on the unit prices contained in Exhibit D.
- 2/ Allowance for engineering design in Basin SFM-05. Final fee to be negotiated after the extent of the improvements are known.
- 3/ To be negotiated under a separate amendment to this Agreement.

EXHIBIT D

TELEVISION INSPECTION COMPENSATION BASINS SFM-05 & SFM-18/19

Description	Unit	Unit Price
Light Cleaning (3 passes) 6-10" Street Access	L.F.	\$1.38
Light Cleaning (3 passes) 12-15" Street Access	L.F.	\$1.60
Light Cleaning (3 passes) 18-24" Street Access	L.F.	\$2.75
Light Cleaning (3 passes) 6-10" Easement/Remote	L.F.	\$2.75
Light Cleaning (3 passes) 12-15" Easement/Remote	L.F.	\$2.75
Light Cleaning (3 passes) 18-24" Easement/Remote	L.F.	\$3.30
Light Cleaning (3 passes) 30-36" Easement/Remote	L.F.	\$3.85
Light Cleaning (3 passes) 42" Easement/Remote	L.F.	\$4.13
Post CCTV 6-10" Street Access	L.F.	\$1.38
Post CCTV 12-15" Street Access	L.F.	\$1.38
Post CCTV 18-24" Street Access	L.F.	\$1.38
Post CCTV 6-10" Easement/Remote	L.F.	\$2.20
Post CCTV 12-15" Easement/Remote	L.F.	\$2.20
Post CCTV 18-24" Easement/Remote	L.F.	\$2.20
Post CCTV 30-36" Easement/Remote	L.F.	\$2.20
Post CCTV 42" Easement/Remote	L.F.	\$2.20
Heavy Cleaning	HOURL	\$242.00
Mobilization/De-Mobilization	L.S	\$2,750.00



City of Fayetteville, Arkansas

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113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0583

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 3

GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$149,900.00 FOR ENGINEERING DESIGN AND CONSTRUCTION OBSERVATION FOR THE PAINTING OF THE EXTERIOR AND INTERIOR OF THE 5 MILLION GALLON BAXTER WATER TANK AND THE MOUNT SEQUOYAH WATER TANK, AND FOR THE DEMOLITION AND SALE OF THE 1 MILLION GALLON BAXTER WATER TANK

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement for professional engineering services with Garver, LLC in an amount not to exceed \$149,900.00 for engineering design and construction observation for the painting of the exterior and interior of the 5 million gallon Baxter Water Tank and the Mount Sequoyah Water Tank, and for the demolition and sale of the 1 million gallon Baxter Water Tank.

City of Fayetteville Staff Review Form

2014-0583

Legistar File ID

1/20/2015

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

Jim Beavers

12/29/2014

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to approve a Professional Engineering Service Contract with Garver LLC for \$149,900.00 for engineering and construction observation to paint the exterior and interior of the Baxter Water Tank and the Mount Sequoyah Water Tank.

Budget Impact:

5400.5600.5314.00		Water/Sewer	
Account Number		Fund	
14010.1 and 14010.1501		Water Tank Improvements	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 850,000.00
		Funds Obligated	\$ -
		Current Balance	\$ 850,000.00
Does item have a cost?	Yes	Item Cost	\$ 149,900.00
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ 700,100.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF JANUARY 20, 2015

TO: Mayor Jordan and City Council Members

THRU: Water, Sewer and Solid Waste Committee
Don Marr, Chief of Staff
Tim Nyander, Interim Utility Director

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: December 29, 2014

SUBJECT: Resolution to approve a Professional Engineering Service Contract with Garver LLC for \$149,900.00 for engineering and construction observation to paint the exterior and interior of the Baxter Water Tank and Mount Sequoyah Water Tank.

RECOMMENDATION:

City Administration recommends approving a Professional Engineering Service Contract with Garver LLC for \$149,900.00 for engineering and construction observation to paint the exterior and interior of the Baxter Water Tank and the Mount Sequoyah Water Tank.

BACKGROUND:

The proposed tank maintenance contract will provide for the engineering and construction observation to paint the exterior and interior of the 5 MG tank on Baxter, the beneficial demolition and sale of the 1 MG tank on Baxter, and to paint the exterior and interior of the Mount Sequoyah tank. The Baxter tanks and the Mount Sequoyah tank were inspected by Garver LLC engineers in 2014. The inspection reports recommend painting the interior and exterior of all tanks. Based upon the 2011 Water Study and the current water model it is proposed to demolish the 1 MG tank on Baxter and sell the tank or steel. The engineering contract for the two tanks are being combined into one contract to save City funding as certain designs specifications and details will apply to both tank location.

DISCUSSION:

Garver LLC, was selected for this project through the City's formal section procedure and purchasing requirements. The scope of work and the proposed fee have been reviewed and negotiated by Utilities Division. The proposed Professional Engineering Services Contract with Garver LLC is not to exceed \$149,900.00.

BUDGET/STAFF IMPACT:

Budgeted funds are available in the Baxter Water Tank Painting project. This project was originally approved in the 2014 CIP for both Baxter tanks to be painted. It is proposed to demolish the 1 MG tank on Baxter. With this change to the project, the painting of the Mount Sequoyah tank has been added to this project to save City funding.

ATTACHMENTS:

1. Staff Review Form
2. Purchase Order
3. Proposed Contract with Garver LLC
4. Location Map

City Of Fayetteville
(Not a Purchase Order)

Requisition No.:

Date:
1/20/2015

P.O Number:

Expected Delivery Date:

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January 20, 2015
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Vendor #:
52650

Vendor Name:
Garver Engineers

Address:
2049 E Joyce Blvd Ste 400

City:
Fayetteville

State:
AR

Zip Code:
72703

Ship to code:
Fay

Requester:
Cheryl Partain

Requester's Employee #:
2548

Extension:
8224

Mail
Yes: ☒ No: ☐

Taxable
Yes: ☐ No: ☒

Quotes Attached
Yes: ☐ No: ☐

Divison Head Approval:

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Professional Engineering Services-Design and Construction Observation for the Baxter and Mount Sequoyah Water Tanks	1	EA	74,950.00	74,950.00	5400.5600.5314.00	14010.1		
2	Professional Engineering Services-Design and Construction Observation for the Baxter and Mount Sequoyah Water Tanks	1	EA	74,950.00	74,950.00	5400.5600.5314.00	14010.1501		
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: \$149,900.00

Tax: \$0.00

Total: \$149,900.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

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

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

THIS AGREEMENT is made as of _____, _____, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (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 his 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 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 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.
- 3.1.7 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based upon on a Unit Price or Lump Sum basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER'S normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project.

Applications for payment shall be made in accordance with a format to be developed by ENGINEER and as 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	Statutory
Employers' Liability	\$500,000 Each Accident
Commercial General Liability	
Bodily Injury and	\$1,000,000 Combined Single Limit
Property Damage	
Automobile Liability:	
Bodily Injury and	\$1,000,000 Combined Single Limit
Property Damage	
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, disks of CADD drawings and cross sections, estimates, specification field notes, and 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, drawings, and specifications 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:
125 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
2049 E. Joyce Blvd, Suite 400
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be

decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or 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.

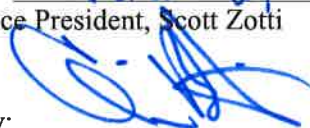
CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____
Mayor, Lioneld Jordan

By:  _____
Vice President, Scott Zotti

ATTEST:
By: _____
City Clerk

By:  _____
Project Manager

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes, design, bidding services, and construction support services for repairs and painting the City of Fayetteville five (5) million gallon Baxter ground storage tank and two hundred and fifty (250) thousand gallon Mount Sequoyah elevated tank and demolition of the one (1) million gallon Baxter ground storage tank.

2.2 Surveys

2.2.1 Design and Property Surveys – Not Used

Garver will utilize City of Fayetteville GIS data and supplement with field measurements as required herein. Design and property surveys are considered Extra Work.

2.3 Geotechnical Services – Not Used

2.4 Coordination

Garver will furnish PDF plans to all known utility owners potentially affected by the project at each stage of development.

Garver will furnish final plans, specifications and opinion of probable construction cost to the Arkansas Department of Health (ADH) for review and approval. Garver will pay the \$500 ADH review fee.

2.4 Preliminary Design

The preliminary design phase submittal will include construction plans and details, front end and technical specifications, and an opinion of probable construction cost. The drawings will include a cover sheet with sheet index and location map, general notes sheet, existing and proposed site plans, and detail sheets. The specifications will include two bid schedules where bidders can bid both or each project site. The preliminary design phase will represent approximately 60 percent of final construction contract plans. Garver will not begin final design until the preliminary design is approved by the Owner.

The design will be based upon the previous tank inspections and reports prepared by Garver.

The work will include:

2.4.1 Baxter

1. Five (5) MG Ground Storage Tank

- a. Design removal and replacement of interior and exterior coating with high performance multi-layer epoxy coating, including repairs and hazardous waste disposal. The tank color(s) will be selected by the City of Fayetteville.
- b. Design interior ladder safety climb
- c. Design handrail and landing at top of tank man-way
- d. Design grout seal base of tank
- e. Design for repair tank foundation



- f. Design for replacement of cathodic protection hand holes

2. One (1) MG Ground Storage Tank

- a. Design for demolition of the 1 million gallon ground storage tank. A credit to the City of Fayetteville for profitable resale or beneficial demolition will be included in the bid form.
- b. Design yard piping modifications as required to abandon 1 million gallon tank
- c. Design for minor grading, excluding retaining walls, for constructability.

2.4.2 Mount Sequoyah

- 1. Design removal and replacement of interior and exterior coating with high performance multi-layer epoxy coating, including repairs and hazardous waste disposal. The tank color(s) will be selected by the City of Fayetteville.
- 2. Design tank logo, if approved by the City of Fayetteville
- 3. Design for repair of the railing
- 4. Design interior ladder safety climb
- 5. Design for repair of tank pier footings
- 6. Design for removal of doghouse at tank top near man-way access
- 7. Design for replacement vent hood
- 8. Design handrail and landing at top of tank man-way
- 9. Design for properly secure cables, conduits, and antenna

2.5 Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for a maximum of two construction contracts, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make final field inspection with the City of Fayetteville, make any needed plan changes as a result of the final field inspection, and prepare the construction documents as required to advertise for bids.

2.6 Bidding Services

During the bidding phase of the project, Garver will:

- 1. Prepare and submit Advertisement for Bids to newspaper(s) for publication by the CITY OF FAYETTEVILLE. The CITY OF FAYETTEVILLE will pay advertising costs outside of this contract. Both sites will be bid at the same time as one set of specifications and one set of drawings, where bidders can bid either or both sites.
- 2. Dispense construction contract documents to prospective bidders using Garver's on-line plan room. Garver will furnish construction contract documents to up to six other regional plan rooms.
- 3. Respond to bidder questions in writing and support the contract documents by preparing addenda as appropriate.
- 4. Participate in a pre-bid meeting if necessary.
- 5. Attend the bid opening.
- 6. Prepare bid tabulation.
- 7. Evaluate bids and recommend award.
- 8. Prepare up to two construction contracts for execution by the CITY OF FAYETTEVILLE.



2.7 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Attend monthly progress/coordination meetings with the Owner/Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver 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. Garver'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.
4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review monthly Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. Provide part-time resident construction observation services during the construction contract performance time. The proposed fee is based on approximately 2 hours per day, 5 days per week, during the 120-calendar-day construction contract performance time at the Baxter location and approximately 2 hours per day, 5 days per week, during the 90-calendar-day construction contract performance time at the Mount Sequoyah location. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, it will be considered Extra Work, and the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
8. When authorized by the Owner, 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 Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
9. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.



- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner 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 Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

2.8 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Three copies of the Preliminary Design drawings, specifications and opinion of probable construction cost and electronic copies to each potentially affected utility.
2. Three copies of the Final Design drawings, specifications and opinion of probable construction cost and electronic copies to each potentially affected utility.
3. Electronic copies of all correspondence.
4. One copy of the issued for bid documents.
5. Three copies of the contract documents for execution for two contracts if required.
6. Three copies of the contract documents for the contractor for two contracts if required and two copies for the City of Fayetteville.
7. One electronic copy of approved shop drawings/submittals from the Contractor.
8. One copy of Record Drawings and CD with PDF and AutoCAD format record drawings.
9. Electronic files as requested.

2.9 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Foundation or pier design beyond repairs specified above.
3. Submittals or deliverables in addition to those listed herein.
4. Geotechnical services.
5. Design of any utilities relocation.
6. Retaining walls or other significant structural design beyond that required for tanks.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
8. Construction materials testing.
9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Services after construction, such as warranty follow-up, operations support, etc.
11. Preparation of a Stormwater Pollution Prevention Plan.
12. Hydraulic water modeling.
13. Tank mixing evaluation and design.



14. Start-up or operational assistance.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

2.10 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Preliminary Design	60 days from notice to proceed
Final Design	30 days from CITY OF FAYETTEVILLE comments and authorization to proceed

3.0 Payment

For the work described herein the CITY OF FAYETTEVILLE will pay GARVER on an hourly rate basis. The CITY OF FAYETTEVILLE represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the CITY OF FAYETTEVILLE.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Design	\$33,700	Hourly Rate + Expenses
Final Design (Including \$500 ADH Review)	\$23,400	
Bidding Services	\$14,500	
Construction Services	\$78,300	
TOTAL FEE	\$149,900	

The CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$149,900. The actual total fee may not exceed this estimate without authorization from the CITY OF FAYETTEVILLE. The rates shown in Appendix B will be increased 4% annually with the first increase effective on or about June 1, 2015. In conjunction with the annual rate increase, any unused portion of the total fee will be increased 4% annually on or about June 1, 2015. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and



- presentation material preparation, and mail/courier expenses.
2. Direct cost for subcontract/subconsultant fees.
 3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
 4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
 5. \$20 per hour for GPS survey equipment use for Environmental Services only, excludes design and property surveys.
 6. Direct cost for ARKUPS and ADH review fee.

The CITY OF FAYETTEVILLE will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the CITY OF FAYETTEVILLE for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the CITY OF FAYETTEVILLE, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the CITY OF FAYETTEVILLE.

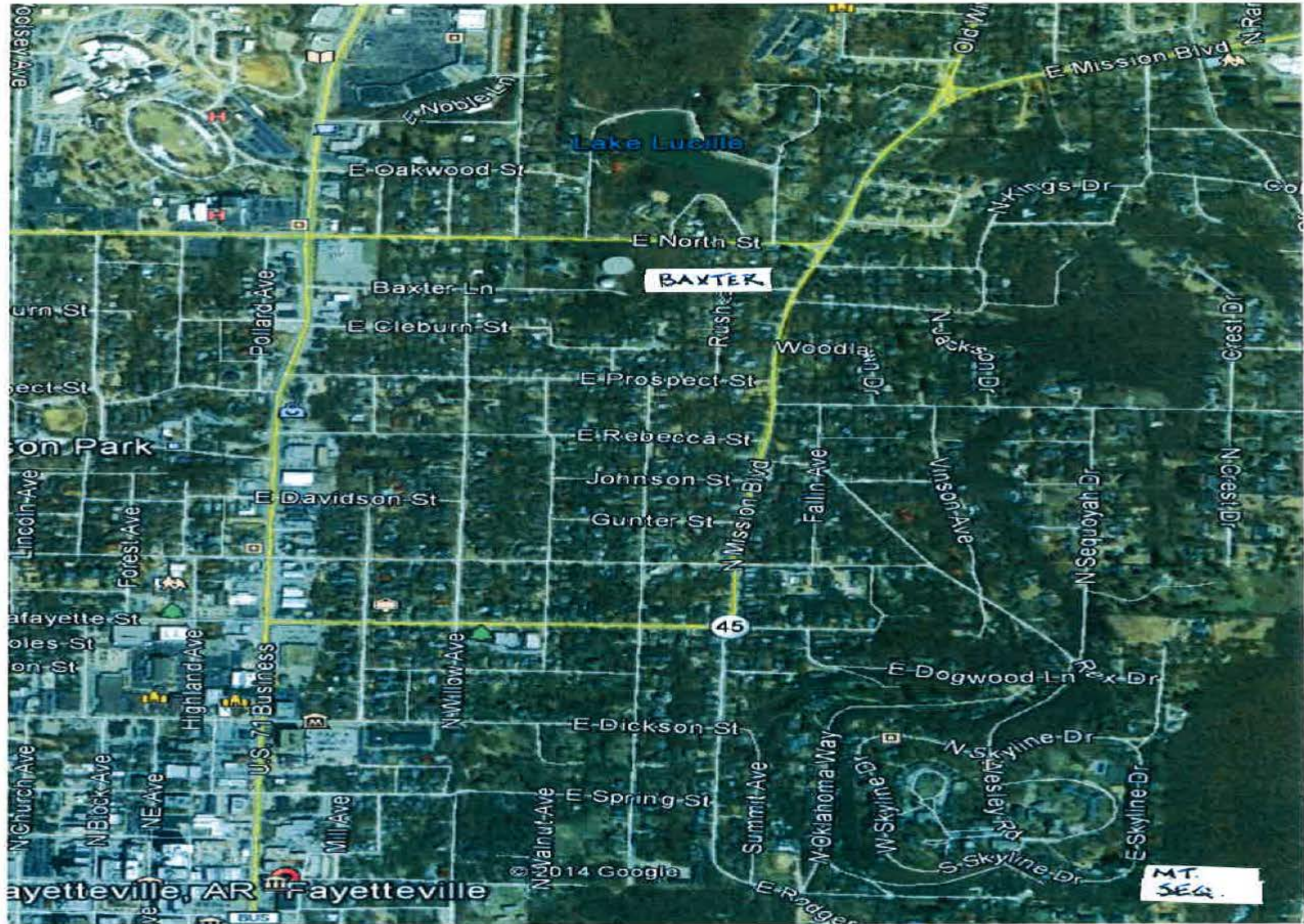
Additional Services (Extra Work). For work not described or included herein but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased 4% annually with the first increase effective on or about June 1, 2015.



APPENDIX B

Baxter and Mount Sequoyah Tank Rehabilitation Improvements Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 94.00
E-2.....	\$ 115.00
E-3.....	\$ 132.00
E-4.....	\$ 153.00
E-5.....	\$ 187.00
E-6.....	\$ 234.00
M-1.....	\$ 309.00
Planners / Environmental Specialist	
P-1.....	\$ 113.00
P-2.....	\$ 141.00
Designers	
D-1.....	\$ 87.00
D-2.....	\$ 102.00
D-3.....	\$ 122.00
D-4.....	\$ 141.00
Technicians	
T-1.....	\$ 68.00
T-2.....	\$ 87.00
T-3.....	\$ 105.00
Surveyors	
S-1.....	\$ 42.00
S-2.....	\$ 55.00
S-3.....	\$ 75.00
S-4.....	\$ 107.00
S-5.....	\$ 141.00
S-6.....	\$ 161.00
2-Man Crew (Survey).....	\$ 172.00
3-Man Crew (Survey).....	\$ 214.00
2-Man Crew (GPS Survey).....	\$ 192.00
3-Man Crew (GPS Survey).....	\$ 234.00
Construction Observation	
C-1.....	\$ 83.00
C-2.....	\$ 106.00
C-3.....	\$ 130.00
C-4.....	\$ 159.00
Management/Administration	
M-1.....	\$ 309.00
X-1.....	\$ 54.00
X-2.....	\$ 73.00
X-3.....	\$ 102.00
X-4.....	\$ 139.00





City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 63 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0587

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 4

BID #15-01 ASPHALT STRIPING SERVICE, LLC:

A RESOLUTION TO AWARD BID #15-01 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM ASPHALT STRIPING SERVICE, LLC IN VARIABLE AMOUNTS FOR THE TRANSPORTATION DIVISION AS NEEDED THROUGH THE END OF 2015

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 #15-01 and authorizes the purchase of reflectORIZED paint markings from Asphalt Striping Service, LLC in variable amounts for the Transportation Division as needed through the end of 2015.

City of Fayetteville Staff Review Form

2014-0587

Legistar File ID

1/20/2015

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

Terry Gulley

12/23/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-01 to and authorizing the purchase of Construction - Reflectorized Paint Markings from Asphalt Striping Service, LLC, in variable amounts, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 23, 2014
SUBJECT: Bid 15-01, Construction – Reflectorized Paint Markings

RECOMMENDATION:

A resolution awarding Bid 15-01 to and authorizing the purchase of reflectorized paint markings from Asphalt Striping Service, LLC, in variable amounts, through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program. Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

DISCUSSION:

The low bid was submitted by Asphalt Striping Service, LLC. This vendor has been used in the past and their product meets all necessary specifications.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS:

Bid 15-01 Tabulation
Bid Submittal

BID: 15-01
DATE: 12/19/14
TIME: 2:00 PM
CITY OF FAYETTEVILLE



Bid 15-01, Construction - Reflectorized Paint Markings

Item	Description	Estimated Quantity	Unit	Asphalt Striping Service LLC		Time Striping Services Inc	
				Price/Unit	Ext Price	Price/Unit	Ext Price
1	Reflectorized Paint Marking - WHITE - 4 inch	50,000	LF	\$ 0.09	\$ 4,500.00	\$ 0.13	\$ 6,500.00
2	Reflectorized Paint Marking - YELLOW - 4 inch	275,500	LF	\$ 0.09	\$ 24,795.00	\$ 0.13	\$ 35,815.00
3	Reflectorized Paint Marking Arrows - WHITE	110	EA	\$ 45.00	\$ 4,950.00	\$ 90.00	\$ 9,900.00
4	Reflectorized Paint Marking (Words Only: Lane, etc)	100	EA	\$ 45.00	\$ 4,500.00	\$ 90.00	\$ 9,000.00
5	Reflectorized Paint Marking - (Symbols only: Bike, ADA, Etc.)	100	EA	\$ 40.00	\$ 4,000.00	\$ 90.00	\$ 9,000.00
6	Reflectorized Paint Marking - YELLOW (4 inch walk-behind trail striping)	30,000	LF	\$ 0.25	\$ 7,500.00	\$ 0.25	\$ 7,500.00
TOTAL BID BASED ON ESTIMATES =					\$ 50,245.00		\$ 77,715.00

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

CERTIFIED:

P. Vice

P. VICE, PURCHASING MGR

C. Reif

WITNESS

12-19-14

DATE

** Denotes Calculation Error



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 15-01, Construction – Reflectorized Paint Markings
DEADLINE: Friday, December 19, 2014 before 2:00 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, December 4, 2014 and
Thursday, December 11, 2014

INVITATION TO BID

Bid 15-01, Construction – Reflectorized Paint Markings

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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: Asphalt Striping Service LLC
Contact Person: Steve Holst Title: owner
E-Mail: steveholst@ymail.com Phone: (479) 841-2332
Business Address: 1301 Sunny Hill Dr
City: Fayetteville State: AR Zip: 72703
Signature: Steve Holst Date: Dec 5, 2014



Project Check List

Bid 15-01, Construction – Reflectorized Paint Markings

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

- ☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR.
- ☐ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages). *none*
- ☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents.
- ☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

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

CONTRACTOR NAME:

Asphalt Striping Service

ARKANSAS CONTRACTORS LICENSE NUMBER:

0145300415

City of Fayetteville
Bid 15-01, Construction – Reflectorized Paint Markings
Bid Form

Bid 15-01, Construction - Reflectorized Paint Markings					
A 5% Bid Bond shall be submitted for all bids exceeding \$20,000					
Bid # 15-01	Date Issued: Thursday, December 4, 2014	Date and Time Of Bid Opening: Friday, Dec. 19, 2014 before 2:00 PM, Local Time			
Date Required: As scheduled with Project Manager					
F.O.B Fayetteville, Arkansas		Purchasing Agent Contact Information: Andrea Foren, CPPO, CPPB, (479) 575-8220, aforen@fayetteville-ar.us			
Item	DESCRIPTION	Est. Qty	Unit	Price Per Unit	EXTENDED PRICE
1	Reflectorized Paint Marking - <u>WHITE</u> - 4 inch	50,000	LF	\$0.09	= \$ 4500
2	Reflectorized Paint Marking - <u>YELLOW</u> - 4 inch	275,500	LF	\$0.09	= \$ 24,750
3	Reflectorized Paint Marking Arrows - <u>WHITE</u>	110	EA	\$45	= \$ 4950
4	Reflectorized Paint Marking (Words Only: Lane, etc)	100	EA	\$45	= \$ 4500
5	Reflectorized Paint Marking - (Symbols only: Bike, ADA, Etc.)	100	EA	\$40	= \$ 4000
6	Reflectorized Paint Marking - <u>YELLOW</u> (4 inch walk-behind trail striping)	30,000	LF	\$0.25	= \$ 7500
Total Bid Based On Estimates					\$ 50,200
A certified check or job specific bid bond, payable to the City of Fayetteville, Arkansas in an amount not less than five (5) percent of the project amount is required for all bids exceeding \$20,000. If awarded, a 100% performance and payment bond must be submitted for all individual projects exceeding \$20,000.					
* ALL PAVEMENT MARKING MATERIAL AND LAY DOWN PROCEDURES SHALL MEET ATTACHED SPECIFICATIONS.					
RESTRICTIONS OR EXCEPTIONS TO THE BID SHALL BE NOTED BELOW					
EXECUTION OF BID					
UPON SIGING THIS BID, THE BIDDER CERTIFIES THAT THEY HAVE READ AND AGREE TO THE REQUIREMENTS SET FORTH IN THIS BID PROPOSAL, INCLUDING SPECIFICATIONS, TERMS, AND STANDARD CONDITIONS, AND PERTINENT INFORMATION REGARDING THE ARTICLES BEING BID ON, AND AGREES TO FURNISH THESE ARTICLES AT THE PRICES STATED.					
ALL UNSIGNED BIDS WILL BE REJECTED					
NAME OF FIRM					
Asphalt Striping Service LLC					
THIS BID FORM CONTINUES ON THE NEXT PAGE. . .					

signed *Steve Holt*

Bids shall be submitted on this bid form in its entirety AND should be accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

*NAME OF FIRM: Asphalt Striping Service LLC
Purchase Order/Payments shall be issued to this name
*D/B/A or Corporation Name Asphalt Striping Service LLC
*BUSINESS ADDRESS: 1301 Sunny Hill Dr
*CITY: Fayetteville *STATE: AR *ZIP: 72703
*PHONE: (479) 841 2332 FAX: _____
*E-MAIL: steve.holst@gmail.com
*BY: (PRINTED NAME) Steve Holst
*AUTHORIZED SIGNATURE: Steve Holst
*TITLE: ~~owner~~ controlling member
*DUNS NUMBER: 027356158 CAGE NUMBER: _____
*TAX ID NUMBER: 71-0767089

Acknowledge Addendums: none

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

BID BOND
(Percentage)

Bond No. 62237054

KNOW ALL PERSONS BY THESE PRESENTS, That we Asphalt Striping Service, LLC
of 1301 Sunny Hill Dr., Fayetteville, AR 72703

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Fayetteville

~~XX~~ _____, hereinafter referred to as the Obligor, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for _____
reflectorized paint marking for City of Fayetteville, AR

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the
damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 19th day of December, 2014.

Principal

Asphalt Striping Service, LLC

BY: Steve Holt

Surety

WESTERN SURETY COMPANY

BY: Cheryl Ann Pankey

Cheryl Ann Pankey, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62237054

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Cheryl Ann Pankey

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Asphalt Striping Service, LLC

Obligee: City of Fayetteville

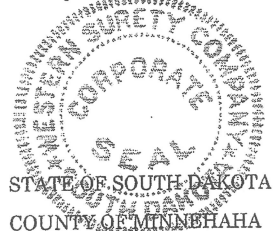
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 19th, 2015, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 19th day of December, 2014.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 19th day of December, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of December, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF SURETY

STATE OF Arkansas

COUNTY OF Washington

ss

(Attorney-in-Fact)

Bond No. 62237054

On this 8 day of December, 2014, before me, a notary public in and for said County, personally appeared Cheryl Ann Pankey to me personally known and being by me duly sworn, did say, that he/she is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Cheryl Ann Pankey acknowledges said instrument to be the free act and deed of said corporation and that he/she has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Fayetteville, Arkansas, the day and year last above written.

My commission expires

November 27, 2023

Lindsey E Lamb

Notary Public

Form 106-9-2013





City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
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113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0595

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 5

BID #15-02 CURB AND GUTTER CONSTRUCTION PURCHASE:

A RESOLUTION TO AWARD BID #15-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY

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 #15-02 and authorizes the purchase of curb and gutter construction from Fochtman Enterprises, Inc. as a primary supplier and Tomlinson Asphalt as a secondary supplier in variable amounts as needed through the end of calendar year 2015, and authorizes the use of other bidders based on price and availability.

City of Fayetteville Staff Review Form

2014-0595

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/29/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-02 to and authorizing the purchase of Construction - Curb & Gutter from Fochtman Enterprises, Inc. as primary supplier, Tomlinson Asphalt as secondary supplier, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 29, 2014

SUBJECT: Bid 15-02, Construction – Curb & Gutter

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-02 to and authorizing the purchase of Construction - Curb & Gutter from Fochtman Enterprises, Inc. as primary supplier, Tomlinson Asphalt as secondary supplier, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-02 Tabulation

Bid 15-02, Construction - Curb & Gutter

				Fochtman Enterprises Inc		Sweetser Construction		Tomlinson Asphalt	
Item	DESCRIPTION	Est. Qty	Unit	Price Per Unit	EXTENDED PRICE	Price Per Unit	EXTENDED PRICE	Price Per Unit	EXTENDED PRICE
1	Hand Formed "Type A" Curb and Gutter (per attached specifications) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	5,000	LF	\$ 10.50	\$ 52,500.00	\$ 9.50	\$ 47,500.00	\$ 15.30	\$ 76,500.00
2	Hand Formed "Type D" Curb and Gutter (per attached specifications) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	1,000	LF	\$ 11.00	\$ 11,000.00	\$ 10.40	\$ 10,400.00	\$ 13.00	\$ 13,000.00
3	Flatwork - 4" Thick (Sidewalk, Driveway Approaches, Access Ramps) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	10,000	SF	\$ 3.00	\$ 30,000.00	\$ 3.60	\$ 36,000.00	\$ 3.20	\$ 32,000.00
4	Flatwork - 6" Thick (Sidewalk, Driveway Approaches, Access Ramps) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing.	5,000	SF	\$ 3.75	\$ 18,750.00	\$ 4.60	\$ 23,000.00	\$ 4.50	\$ 22,500.00
5	Street Repair - 8" Thick - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing	2,000	SF	\$ 7.25	\$ 14,500.00	\$ 6.50	\$ 13,000.00	\$ 3.50	\$ 7,000.00
6	Drop inlet 4 ft. inside dimension (per attached City specifications) - Contractor supplies form work, concrete materials, labor to place and finish	10	EA	\$ 2,900.00	\$ 29,000.00	\$ 2,800.00	\$ 28,000.00	\$ 2,100.00	\$ 21,000.00
7	Drop inlet 5 ft. inside dimension (per attached City specifications) - Contractor supplies form work, concrete materials, labor to place and finish	10	EA	\$ 3,100.00	\$ 31,000.00	\$ 3,200.00	\$ 32,000.00	\$ 2,250.00	\$ 22,500.00
8	Drop inlet 6 ft. inside dimension (per attached City specifications) - Contractor supplies form work, concrete materials, labor to place and finish	5	EA	\$ 3,300.00	\$ 16,500.00	\$ 3,600.00	\$ 18,000.00	\$ 2,700.00	\$ 13,500.00
9	4 foot inlet extension (per attached City Specifications) - Contractor supplies form work, concrete materials, labor to place and finish, saw cutting, and joint sealing	15	EA	\$ 800.00	\$ 12,000.00	\$ 700.00	\$ 10,500.00	\$ 500.00	\$ 7,500.00
Total Bid Based On Estimates					\$ 215,250.00		\$ 218,400.00		\$ 215,500.00

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

CERTIFIED: P. Vice
P. VICE, PURCHASING MGR

C. Lee
WITNESS

12-19-14
DATE



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 79 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0591

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 6

BID #15-03 HILLSIDE GRAVEL PURCHASE:

A RESOLUTION TO AWARD BID #15-03 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION AS SECONDARY SUPPLIER FOR MATERIALS PICKED UP, AND FROM SWEETSER CONSTRUCTION AS PRIMARY SUPPLIER AND LES ROGERS, INC. AS SECONDARY SUPPLIER FOR MATERIALS DELIVERED FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-03 and authorizes the purchase of hillside gravel from Les Rogers, Inc. as primary supplier and Sweetser Construction as secondary supplier for materials picked up, and from Sweetser Construction as primary supplier and Les Rogers, Inc. as secondary supplier for materials delivered for variable unit prices as specified in the bid calculation attached to this Resolution as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0591

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/26/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-03 to and authorizing the purchase of hillside gravel from Les Rogers, Inc. as primary supplier and Sweetser Construction as secondary supplier for materials picked up and Sweetser Construction as primary supplier and Les Rogers, Inc. as secondary supplier for materials delivered, for the unit prices shown on the attached bid tabulation, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 31, 2014

SUBJECT: Bid 15-03, Hillside Gravel

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-03 to and authorizing the purchase of hillside gravel from Les Rogers, Inc. as primary supplier and Sweetser Construction as secondary supplier for materials picked up and Sweetser Construction as primary supplier and Les Rogers, Inc. as secondary supplier for materials delivered, for the unit prices shown on the attached bid tabulation, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-03 Tabulation



Bid 15-03, Hillside Gravel

				Les Rogers Inc		Sweetser Construction	
Item	DESCRIPTION	Est. Qty	Unit	Price Per Unit	EXTENDED PRICE	Price Per Unit	EXTENDED PRICE
1	RED HILLSIDE GRAVEL - PER CUBIC YARD (PICKUP & LOADED ON CITY TRUCK - MATERIAL COST ONLY)	15,000	CY	\$ 1.95	\$ 29,250.00	\$ 2.00	\$ 30,000.00
2	RED HILLSIDE GRAVEL - PER CUBIC YARD (PRICE OF DELIVERY ONLY - THIS PRICE TO BE ADDED TO THE COST OF MATERIAL)	10,000	CY	\$ 4.65	\$ 46,500.00	\$ 4.50	\$ 45,000.00
Total Bid Based On Estimates					\$ 75,750.00		\$ 75,000.00

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

CERTIFIED: <u>P. Vice</u> P. VICE, PURCHASING MGR	<u>C. Ray</u> WITNESS	<u>12-19-14</u> DATE
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City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 83 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0592

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 7

BID #15-04 S & R TRUCKING TRUCK HAULING SERVICES:

A RESOLUTION TO AWARD BID #15-04 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM S & R TRUCKING FOR VARIABLE UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-04 and authorizes the purchase of truck hauling services from S & R Trucking for variable unit prices as specified in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0592

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/26/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-04 to and authorizing the purchase of truck hauling services from S & R Trucking as primary supplier, authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 26, 2014
SUBJECT: Bid 15-04, Truck Hauling Services

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-04 to and authorizing the purchase of truck hauling services from S & R Trucking as primary supplier, authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-04 Tabulation



Bid: 15-04
Date: 12/19/2014
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 15-04, Truck Hauling Services

BIDDER	Truck Hauling Services - Asphalt Hauling hot mix asphalt from plant to paver. Truck bed shall be clean and free of contaminants. No trailer hitches protruding past rear tires. For 2015 calendar year			Truck Hauling Services - Misc. Hauling excavation/construction debris - may include rock, dirt, chunks of concrete. EXCLUDES ASPHALT. For 2015 calendar year.			Total Bid based on Estimates
	Est Hours	Price Per Unit	EXTENDED PRICE	Est Hours	Price Per Unit	EXTENDED PRICE	
Les Rogers Inc	1,000	NO BID	NO BID	200	\$ 74.00	\$ 14,800.00	\$ 14,800.00
S and R Trucking	1,000	\$ 70.00	\$ 70,000.00	200	\$ 70.00	\$ 14,000.00	\$ 84,000.00
Sweetser Construction Inc	1,000	\$ 75.00	\$ 75,000.00	200	\$ 75.00	\$ 15,000.00	\$ 90,000.00
Teague Farms	1,000	\$ 75.00	\$ 75,000.00	200	\$ 75.00	\$ 15,000.00	\$ 90,000.00

CERTIFIED:

P. VICE, PURCHASING MGR

WITNESS

DATE

P. Vice

C. Reif

12-19-14



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
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113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0593

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 8

BID #15-05 CONCRETE PURCHASE:

A RESOLUTION TO AWARD BID #15-05 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC-CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-05 and authorizes the purchase of concrete from Tune Concrete Company as primary supplier and APAC-Central as secondary supplier in variable amounts as specified in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0593

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/26/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-05 to and authorizing the purchase of concrete from Tune Concrete Company as primary supplier, APAC-Central as secondary supplier, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 26, 2014
SUBJECT: Bid 15-05, Concrete

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-05 to and authorizing the purchase of concrete from Tune Concrete Company as primary supplier, APAC-Central as secondary supplier, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-05 Tabulation



Bid 15-05, Concrete

Item #	Description	Est Qty (cubic yards)	APAC		GCC Mid Continent		Tune Concrete	
			Per Item	Extended	Per Item	Extended	Per Item	Extended
1	3500 PSI 1 1/4" Max. Aggregate Size, 4" Slump	500	\$85.00	\$ 42,500.00	\$85.40	\$ 42,700.00	\$80.00	\$ 40,000.00
2	4000 PSI 1 1/4" Max. Aggregate Size, 4" Slump	2,500	\$87.00	\$ 217,500.00	\$87.50	\$ 218,750.00	\$86.00	\$ 215,000.00
3	4000 PSI 1 1/4" Max. Aggregate Size With Fiber Reinforcement, 4" Slump, Commercial Mix, 6 lb. sack	2,070	\$93.00	\$ 192,510.00	\$95.00	\$ 196,650.00	\$90.00	\$ 186,300.00
4	5000 PSI 1 1/4" Max. Aggregate Size, 4" Slump, Commercial Mix, 7 lb. sack	100	\$91.00	\$ 9,100.00	\$93.50	\$ 9,350.00	\$94.00	\$ 9,400.00
5	5500 PSI 3/4" Max. Aggregate Size, 4" Slump	300	\$94.00	\$ 28,200.00	\$94.90	\$ 28,470.00	\$96.00	\$ 28,800.00
6	Flowable Fill	50	\$74.00	\$ 3,700.00	\$70.00	\$ 3,500.00	\$75.00	\$ 3,750.00
7	1% Calcium Chloride Admixture - price to be added to concrete	100	\$2.50	\$ 250.00	\$3.00	\$ 300.00	\$2.50	\$ 250.00
8	2% Calcium Chloride Admixture - price to be added to concrete	60	\$5.00	\$ 300.00	\$6.00	\$ 360.00	\$5.00	\$ 300.00
9	Air Entraining Admixture - price to be added to concrete	2,500	\$0.00	\$ -	\$0.00	\$ -	\$0.00	\$ -
10	Hot Water - price to be added to concrete	500	\$3.00	\$ 1,500.00	\$5.00	\$ 2,500.00	\$3.00	\$ 1,500.00
11	Chilled Water - price to be added to concrete	500	\$7.00	\$ 3,500.00	\$5.00	\$ 2,500.00	\$3.00	\$ 1,500.00
12	3/4" Rock - price to be added to concrete	3,000	\$1.00	\$ 3,000.00	\$2.00	\$ 6,000.00	\$1.75	\$ 5,250.00
13	Exposed Aggregate - price to be added to concrete	50	\$10.00	\$ 500.00	\$15.00	\$ 750.00	\$15.00	\$ 750.00
		Est Qty (per ton)	Price Per Ton	Extended	Price Per Ton	Extended	Price Per Ton	Extended
14	Type I Portland Cement	100	NO BID	\$ -	\$126.00	\$ 12,600.00	\$145.00	\$ 14,500.00
15	Concrete Sand	100	\$26.00	\$ 2,600.00	\$25.00	\$ 2,500.00	\$22.50	\$ 2,250.00
16	Masonry Sand	50	\$26.00	\$ 1,300.00	\$25.00	\$ 1,250.00	\$24.50	\$ 2,450.00
		Est Qty (each)	Price Each	Extended	Price Each	Extended	Price Each	Extended
17	Mobilization Fee (After Hours & Weekends)	1	\$500.00	\$ 500.00	\$500.00	\$ 500.00	\$500.00	\$ 500.00
18	Colored Concrete Washout Fee (Per Truck)	1	NO CHARGE	\$ -	NO CHARGE	\$ -	\$0.00	\$ -
TOTAL BID PRICE=				\$506,960.00		\$528,680.00		\$512,500.00

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

CERTIFIED: P. Vice P. Vice, PURCHASING MGR Carolyn Reef WITNESS 12-19-14 DATE

** Denotes Calculation Error



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 91 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0599

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 9

BID #15-06 AGGREGATE MATERIALS PURCHASE:

A RESOLUTION TO AWARD BID #15-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-06 and authorizes the purchase of aggregate materials for varying unit prices from various vendors, as shown in the bid sheet attached to this Resolution as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0599

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/30/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-06, Aggregate Materials on a line item basis as specified in this memo, authorizing the use of other bidders based on price and availability, and approving the purchase of aggregate materials for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2015.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 30, 2014
SUBJECT: Bid 15-06, Aggregate Materials

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-06, Aggregate Materials on a line item basis as specified in this memo, authorizing the use of other bidders based on price and availability, and approving the purchase of aggregate materials for the unit price amounts specified on the attached bid tabulation, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

Sealed formal bids for aggregate materials were publicly read and the results are attached to this memo. The following in-house hauling costs were disclosed in the Invitation to Bid.

City Costs:

- i. City Staff – Maintenance Worker III (Truck Driver) = \$14.28 / hour
- ii. 10-Wheel Dump Truck (15 ton capacity) = \$10.36 / hour
- iii. Tri-Axle Dump Truck (18 ton capacity) = \$10.89 / hour
- iv. 10-Wheel Dump Truck (15 tons) + Truck Driver = \$24.64 / hour
- v. Tri-Axle Dump Truck (18 tons) + Truck Driver = \$25.17 / hour

The following mileages were calculated based on the distance from each supplier's location to the City of Fayetteville Transportation Division, utilizing Google Maps:

- APAC – Central, Inc. – 17.1 miles, 22 minutes
- Rogers Group, Inc. (Springdale Quarry) – 15.0 miles, 23 minutes
- Rogers Group, Inc. (Hamstring Quarry) – 10.1 miles, 19 minutes

The following City hauling costs were calculated based on the information shown above and added to the unit price per ton in order to fairly evaluate the bids submitted by each potential supplier. The calculation method consisted of converting the mileage and drive time to a percentage of an hour. The resulting percentages were multiplied by the tri-axle dump truck +

truck driver cost and divided the dump truck capacity to arrive at the cost per ton added to the original unit price in each bid. Based on the aforementioned method of calculation, the following unit costs were added to the unit bid prices for each potential supplier:

- APAC – Central, Inc. – \$0.52 per ton
- Rogers Group, Inc. (Springdale Quarry – OPT 1) – \$0.53 per ton
- Rogers Group, Inc. (Hamstring Quarry – OPT 2) – \$0.45 per ton

DISCUSSION:

Staff recommends awarding the aggregate materials bid on a line item basis as follows:

- | | |
|-------------------------------|--|
| 1. Class 7 Base (SB-2): | Primary Supplier: Hunt-Rogers Materials, LLC – Opt 2
Secondary Supplier: Hunt-Rogers Materials, LLC – Opt 1 |
| 2. Concrete Aggregate – 1.5”: | Primary Supplier: APAC – Central, Inc.
Secondary Supplier: Hunt-Rogers Materials, LLC – Opt 2 |
| 3. Concrete Aggregate – ¾”: | Primary Supplier: APAC – Central, Inc.
Secondary Supplier: Hunt-Rogers Materials, LLC – Opt 2 |
| 4. “B” Stone: | Primary Supplier: APAC – Central, Inc.
Secondary Supplier: Hunt-Rogers Materials, LLC – Opt 2 |
| 5. Abrasives / Grit: | Primary Supplier: Hunt-Rogers Materials, LLC – Opt 2
Secondary Supplier: APAC – Central, Inc. |
| 6. Shot Rock: | Primary Supplier: Hunt-Rogers Materials, LLC – Opt 2
Secondary Supplier: Hunt-Rogers Materials, LLC – Opt 1 |
| 7. Rip Rap – Limestone | Primary Supplier: APAC – Central, Inc.
Secondary Supplier: Hunt-Rogers Materials, LLC – Opt 2 |

Secondary suppliers are awarded for use on an “as needed” basis in the event that the primary supplier cannot provide the necessary materials or services within the time frame required to complete a project.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-06 Tabulation



Bid 15-06, Aggregate Materials

Item	DESCRIPTION	Est. Tons	APAC		Hunt-Rogers		Hunt-Rogers	
			PRICE PER EACH	EXTENDED PRICE	PRICE PER EACH	EXTENDED PRICE	PRICE PER EACH	EXTENDED PRICE
1	Class 7 Base (SB-2) -- includes wet and dry	30,000	\$ 8.50	\$ 255,000.00	\$ 8.00	\$ 240,000.00	\$ 8.00	\$ 240,000.00
2	Concrete Aggregate - 1.5"	500	\$ 8.75	\$ 4,375.00	NO BID	\$ -	\$ 10.50	\$ 5,250.00
3	Concrete Aggregate - 3/4"	500	\$ 11.25	\$ 5,625.00	\$ 11.50	\$ 5,750.00	\$ 11.50	\$ 5,750.00
4	"B" Stone	2,500	\$ 7.25	\$ 18,125.00	\$ 7.75	\$ 19,375.00	\$ 7.75	\$ 19,375.00
5	Abrasives / Grit (1/4" chips)	500	\$ 7.25	\$ 3,625.00	NO BID	\$ -	\$ 6.00	\$ 3,000.00
6	Shot Rock	500	\$ 6.75	\$ 3,375.00	\$ 6.50	\$ 3,250.00	\$ 6.50	\$ 3,250.00
7	Rip Rap - LIMESTONE	1,500	\$ 17.00	\$ 25,500.00	NO BID	\$ -	\$ 17.00	\$ 25,500.00
TOTAL BID PRICE:			\$ 315,625.00		\$ 268,375.00		\$ 302,125.00	

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

CERTIFIED:

P. Vice
P. Vice, PURCHASING MGR

C. Keef
WITNESS

12-19-14
DATE



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
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113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0009

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 10

BID #15-08 PLASTIC DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-08 and authorizes the purchase of drainage pipe for varying unit prices from various vendors, as shown in the bid sheet attached to this Resolution, as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2015-0009

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/29/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-08 to and authorizing the purchase of plastic drainage pipe from HD Supply WW as primary supplier for line items 1 - 12 and Ferguson Waterworks as primary supplier for line items 15 - 21, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 29, 2014

SUBJECT: Bid 15-08, Plastic Drainage Pipe

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-08 to and authorizing the purchase of plastic drainage pipe from HD Supply WW as primary supplier for line items 1 through 12 and Ferguson Waterworks as primary supplier for line items 15 through 21, and authorizing the use of other bidders based on price and availability, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-08 Tabulation

Bid 15-08, Plastic Drainage Pipe

Item #	Size	Measure	Description	Est Qty	Unit of Measure	Ferguson		HD Supply WW		Scurlock Industries	
						Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	15"	Diameter	Plastic Drainage Pipe N-12 Soil Tight	100	Feet	\$ 5.63	\$ 563.00	\$ 5.62	\$ 562.00	\$ 7.95	\$ 795.00
2	18"	Diameter	Plastic Drainage Pipe N-12 Soil Tight	500	Feet	\$ 7.96	\$ 3,980.00	\$ 7.95	\$ 3,975.00	\$ 11.45	\$ 5,725.00
3	24"	Diameter	Plastic Drainage Pipe N-12 Soil Tight	500	Feet	\$ 13.39	\$ 6,695.00	\$ 13.36	\$ 6,680.00	\$ 14.00	\$ 7,000.00
4	30"	Diameter	Plastic Drainage Pipe N-12 Soil Tight	300	Feet	\$ 19.17	\$ 5,751.00	\$ 19.13	\$ 5,739.00	\$ 21.50	\$ 6,450.00
5	36"	Diameter	Plastic Drainage Pipe N-12 Soil Tight	100	Feet	\$ 24.15	\$ 2,415.00	\$ 24.15	\$ 2,415.00	\$ 26.85	\$ 2,685.00
6	42"	Diameter	Plastic Drainage Pipe N-12 Soil Tight	60	Feet	\$ 29.35	\$ 1,761.00	\$ 29.36	\$ 1,761.60	\$ 32.25	\$ 1,935.00
7	48"	Diameter	Plastic Drainage Pipe N-12 Soil Tight	60	Feet	\$ 39.13	\$ 2,347.80	\$ 39.13	\$ 2,347.80	\$ 49.50	\$ 2,970.00
8	15"	Diameter	Flared End Section	2	Each	\$ 115.01	\$ 230.02	\$ 112.12	\$ 224.24	\$ 200.00	\$ 400.00
9	18"	Diameter	Flared End Section	2	Each	\$ 154.00	\$ 308.00	\$ 150.62	\$ 301.24	\$ 262.00	\$ 524.00
10	24"	Diameter	Flared End Section	2	Each	\$ 198.00	\$ 396.00	\$ 193.30	\$ 386.60	\$ 380.35	\$ 760.70
11	30"	Diameter	Flared End Section	2	Each	\$ 470.00	\$ 940.00	\$ 470.02	\$ 940.04	\$ 815.00	\$ 1,630.00
12	36"	Diameter	Flared End Section	2	Each	\$ 497.00	\$ 994.00	\$ 497.67	\$ 995.34	\$ 863.00	\$ 1,726.00
13	42"	Diameter	Flared End Section	2	Each	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
14	48"	Diameter	Flared End Section	2	Each	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
15	15"	Diameter	Plastic Drainage Pipe High Performance	100	Feet	\$ 7.85	\$ 785.00	\$ 7.85	\$ 785.00	NO BID	NO BID
16	18"	Diameter	Plastic Drainage Pipe High Performance	300	Feet	\$ 10.12	\$ 3,036.00	\$ 10.02	\$ 3,006.00	NO BID	NO BID
17	24"	Diameter	Plastic Drainage Pipe High Performance	300	Feet	\$ 16.95	\$ 5,085.00	\$ 16.96	\$ 5,088.00	NO BID	NO BID
18	30"	Diameter	Plastic Drainage Pipe High Performance	500	Feet	\$ 26.10	\$ 13,050.00	\$ 26.12	\$ 13,060.00	NO BID	NO BID
19	36"	Diameter	Plastic Drainage Pipe High Performance	60	Feet	\$ 34.15	\$ 2,049.00	\$ 34.27	\$ 2,056.20	NO BID	NO BID
20	42"	Diameter	Plastic Drainage Pipe High Performance	60	Feet	\$ 42.40	\$ 2,544.00	\$ 42.53	\$ 2,551.80	NO BID	NO BID
21	48"	Diameter	Plastic Drainage Pipe High Performance	60	Feet	\$ 58.29	\$ 3,497.40	\$ 58.47	\$ 3,508.20	NO BID	NO BID
Total Bid Price							\$ 56,427.22		\$ 56,383.06		\$ 32,600.70

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

CERTIFIED:

K. Boren, Purchasing Manager

WITNESS

DATE

[Signature]

[Signature]

12-22-14



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 100 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0597

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 11

BID #15-09 CONCRETE DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES AS PRIMARY SUPPLIER AND HANSON PIPE AS SECONDARY SUPPLIER FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-09 and authorizes the purchase of concrete drainage pipe from Scurlock Industries as primary supplier and Hanson Pipe as secondary supplier at varying prices as set forth in the bid sheet attached to this Resolution, as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0597

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/30/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-09 to and authorizing the purchase of concrete drainage pipe from Scurlock Industries as primary supplier and Hanson Pipe as secondary supplier, in variable amounts, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 30, 2014

SUBJECT: Bid 15-09, Concrete Drainage Pipe

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-09 to and authorizing the purchase of concrete drainage pipe from Scurlock Industries as primary supplier and Hanson Pipe as secondary supplier, in variable amounts, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-09 Tabulation

Bid 15-09, Concrete Drainage Pipe

Item #	Size	Measure	Description	Est Qty	Unit of Measure	Hanson Pipe		Scurlock Industries	
						Unit Price	Extended Price	Unit Price	Extended Price
1	15"	Diameter	Reinforced Concrete Pipe, Class III, Round	90	Feet	\$ 11.70	\$ 1,053.00	\$ 10.45	\$ 940.50
2	18"	Diameter	Reinforced Concrete Pipe, Class III, Round	180	Feet	\$ 15.10	\$ 2,718.00	\$ 12.50	\$ 2,250.00
3	24"	Diameter	Reinforced Concrete Pipe, Class III, Round	180	Feet	\$ 23.95	\$ 4,311.00	\$ 18.25	\$ 3,285.00
4	30"	Diameter	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 34.50	\$ 1,552.50	\$ 27.50	\$ 1,237.50
5	36"	Diameter	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 50.35	\$ 2,265.75	\$ 40.75	\$ 1,833.75
6	42"	Diameter	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 62.80	\$ 2,826.00	\$ 51.50	\$ 2,317.50
7	48"	Diameter	Reinforced Concrete Pipe, Class III, Round	45	Feet	\$ 79.65	\$ 3,584.25	\$ 62.50	\$ 2,812.50
8	15"	Diameter	Flared End Section Concrete, Round	2	Each	\$ 320.00	\$ 640.00	\$ 240.00	\$ 480.00
9	18"	Diameter	Flared End Section Concrete, Round	2	Each	\$ 320.00	\$ 640.00	\$ 273.00	\$ 546.00
10	24"	Diameter	Flared End Section Concrete, Round	2	Each	\$ 365.00	\$ 730.00	\$ 342.00	\$ 684.00
11	30"	Diameter	Flared End Section Concrete, Round	2	Each	\$ 410.00	\$ 820.00	\$ 405.00	\$ 810.00
12	36"	Diameter	Flared End Section Concrete, Round	2	Each	\$ 745.00	\$ 1,490.00	\$ 775.00	\$ 1,550.00
13	42"	Diameter	Flared End Section Concrete, Round	2	Each	\$ 990.00	\$ 1,980.00	\$ 990.00	\$ 1,980.00
14	48"	Diameter	Flared End Section Concrete, Round	2	Each	\$ 1,165.00	\$ 2,330.00	\$ 1,170.00	\$ 2,340.00
15	4'X4'X4'		Reinforced Concrete Junction Box (no top)	10	Each	\$ 1,215.00	\$ 12,150.00	\$ 800.00	\$ 8,000.00
16	5'X5'X5'		Reinforced Concrete Junction Box (no top)	5	Each	\$ 1,995.00	\$ 9,975.00	\$ 900.00	\$ 4,500.00
17	6'X6'X6'		Reinforced Concrete Junction Box (no top)	5	Each	\$ 2,760.00	\$ 13,800.00	\$ 1,000.00	\$ 5,000.00
18	4'X4'X4'		Reinforced Concrete Inlet Box (no top)	10	Each	\$ 1,215.00	\$ 12,150.00	\$ 800.00	\$ 8,000.00
19	5'X5'X5'		Reinforced Concrete Inlet Box (no top)	5	Each	\$ 1,995.00	\$ 9,975.00	\$ 900.00	\$ 4,500.00
20	6'X6'X6'		Reinforced Concrete Inlet Box (no top)	5	Each	\$ 2,760.00	\$ 13,800.00	\$ 1,000.00	\$ 5,000.00
21	3' Rise x 12' Span		Reinforced Concrete Culvert Box (no top)	45	Lineal Feet	\$ 585.00	\$ 26,325.00	\$ 350.00	\$ 15,750.00
Total Bid Price							\$ 125,115.50		\$ 73,816.75

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

CERTIFIED:

A. Foren, Purchasing Agent

WITNESS

DATE

12-22-14



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 104 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0588

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 12

BID #15-10 TOPSOIL PURCHASE:

A RESOLUTION TO AWARD BID #15-10 AND AUTHORIZE THE PURCHASE OF TOPSOIL FROM LES ROGERS, INC. IN THE AMOUNT OF \$12.40 PER CUBIC YARD IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-10 and authorizes the purchase of topsoil from Les Rogers, Inc. in the amount of \$12.40 per cubic yard in variable amounts as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0588

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/23/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-10 to and authorizing the purchase of screened topsoil from Les Rogers, Inc., in variable amounts, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
		Item Cost	
Does item have a cost?	Yes	Budget Adjustment	
Budget Adjustment Attached?	No	Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 23, 2014
SUBJECT: Bid 15-10, Screened Topsoil

RECOMMENDATION:

A resolution awarding Bid 15-10 to and authorizing the purchase of screened topsoil from Les Rogers, Inc. for a unit price of \$12.40 per cubic yard, as needed, through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program. Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

DISCUSSION:

The low bid was submitted by Les Rogers, Inc. This vendor has been used in the past and their product meets all necessary specifications.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS:

Bid 15-10 Tabulation
Bid Submittal



Bid: 15-10
Date: 12/19/2014
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 15-10, Screened Topsoil

BIDDER	TOPSOIL - PER CUBIC YARD FOR TOP DRESSING AND LANDSCAPING PROJECTS. ALL TOPSOIL TO BE SCREENED TO REMOVE LARGE ROCKS, ROOTS, AND OTHER DEBRIS.			Total Bid based on Estimates
	Est CY	Price Per Unit	EXTENDED PRICE	
Les Rogers Inc	2,500	\$ 12.40	\$ 31,000.00	\$ 31,000.00

CERTIFIED:

A. Foren, Purchasing Agent

Witness

Date

[Signature]

[Signature]

12-22-14



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 15-10, Screened Topsoil

DEADLINE: Friday, December 19, 2014, before 2:00 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, December 4, 2014 and
Thursday, December 11, 2014**

INVITATION TO BID Bid 15-10, Screened Topsoil

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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: Les Rogers INC.
Contact Person: Les Rogers Title: President
E-Mail: LesRogersINC@hotmail.com Phone: 4794439130
Business Address: 627 E 15th Street
City: Fayetteville State: Ar Zip: 72701
Signature: Les Rogers Date: 12-17,14

City of Fayetteville
Bid 15-10, Screened Topsoil
Bid Form

Bid 15-10, Screened Topsoil				
Bid # 15-10	Date Issued: Thursday, Dec. 4, 2014	Date and Time Of Bid Deadline: Friday, Dec. 19, 2014 before 2:00 PM		
Date Required: Delivery as released from City Staff				
F.O.B Fayetteville, Arkansas	Buyer Contact Information: Andrea Foren, CPPPO, CPPB. (479)575-8220, aforen@fayetteville-ar.gov			
Item #	Description	EST. QUANTITY	UNIT PRICE	TOTAL
1	TOPSOIL - PER CUBIC YARD FOR TOP DRESSING AND LANDSCAPING PROJECTS. ALL TOPSOIL TO BE SCREENED TO REMOVE LARGE ROCKS, ROOTS, AND OTHER DEBRIS.	2500 cubic yards	\$ <u>12.40</u> price per cubic yard	\$ <u>31,000.00</u>
PRICE PER CUBIC YARD (PRICE SHALL INCLUDE ALL DELIVERY CHARGES TO CITY YARD AT 1525 S. HAPPY HOLLOW ROAD, FAYETTEVILLE, ARKANSAS). RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED BELOW TopSoil may not always be available. Supply is a problem, Wet weather.				
EXECUTION OF BID				
UPON SIGNING THIS BID, THE BIDDER CERTIFIES THAT THEY HAVE READ AND AGREE TO THE REQUIREMENTS SET FORTH IN THIS BID PROPOSAL, INCLUDING SPECIFICATIONS, TERMS AND STANDARD CONDITIONS, AND PERTINENT INFORMATION REGARDING THE ARTICLES BEING BID ON, AND AGREES TO FURNISH THESE ARTICLES AT THE PRICES STATED. All materials are FOB Transportation Department on Happy Hollow Road, Fayetteville location on an "AS NEEDED BASIS".				
ALL UNSIGNED BIDS WILL BE REJECTED				
NAME OF FIRM Les Rogers & NC.				

BID FORM CONTINUES ON NEXT PAGE

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.

✓ 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: Les Rogers INC.
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 627 E 15th Street

*CITY: Fayetteville *STATE: AR *ZIP: 72701

*PHONE: 479 4439130 FAX: 479 4428033

*E-MAIL: Les Rogers INC.@hotmail.com

*BY: (PRINTED NAME) Les Rogers

*AUTHORIZED SIGNATURE: Les Rogers

*TITLE: President

*DUNS NUMBER: 830435041 CAGE NUMBER: _____

*TAX ID NUMBER: 71-0699190

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 112 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0590

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 13

BID #15-11 FLINT TRADING, INC.:

A RESOLUTION TO AWARD BID #15-11 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM FLINT TRADING, INC. FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-11 and authorizes the purchase of preformed thermoplastic pavement markings from Flint Trading, Inc. for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0590

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/26/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-11 to and authorizing the purchase of Preformed Thermoplastic Pavement Markings from Flint Trading, Inc., in variable amounts, as needed through the end of calendar year 2015.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 26, 2014
SUBJECT: Bid 15-11, Preformed Thermoplastic Pavement Markings

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-11 and authorizing the purchase of preformed thermoplastic pavement markings from Flint Trading, Inc., in variable amounts, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program. Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

DISCUSSION:

The low bid for preformed thermoplastic pavement markings was submitted by Flint Trading, Inc. This vendor has been used in the past and their product meets all necessary specifications.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-11 Tabulation
Bid Submittal



Bid: 15-11
Date: 12/19/2014
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 15-11, Preformed Thermoplastic Pavement Markings

				Flint Trading Inc	
Item	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT	EXTENDED PRICE
1	Preformed Thermoplastic Pavement Markings, including shipping, priced per square foot, including shipping	700	SF	\$ 4.03	\$ 2,821.00
2	TP 21 – Running Bond Decorative Brick Thermoplastic Pavement Markings – 2 foot by 2 foot pieces, priced each including shipping	500	EA	\$ 38.76	\$ 19,380.00
3	TP 36 – Boarder for Decorative Brick Thermoplastic Pavement Markings – priced each including shipping	200	EA	\$ 19.38	\$ 3,876.00
4	Traffic Pattern Sealer Kit	5	Kit	\$ 85.00	\$ 425.00
5	Preform shared lane markings per MUTCD Figure 9C-9	100	EA	\$ 137.27	\$ 13,727.00
TOTAL BID PRICE:					\$ 40,229.00

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

CERTIFIED:


A. Foren, Purchasing Agent


WITNESS

12-22-14
DATE

Bid 15-11, Addendum 1



Date: Monday, December 15, 2014

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

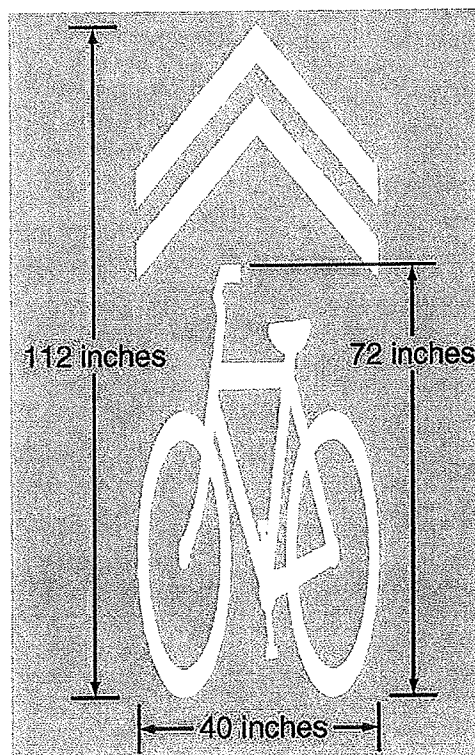
RE: Bid 15-11, Preformed Thermoplastic Pavement Markings

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. The bid form for this bid has been revised per this addendum. All bidders shall use the appropriate attached revised bid form.
2. The City has added line item 5 to include preform shared lane markings (sharrow) at an estimated quantity of 100 per year.
3. Line item 5 shall meet MUTCD Figure 9C-9 as further specified in this Addendum, Premark item# 892301464HS or equal.
4. All bids for Line item 5 shall meet

Figure 9C-9.

Figure 9C-9. Shared Lane Marking





City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 15-11, Preformed Thermoplastic Pavement Markings
DEADLINE: Friday, December 19, 2014 before 2:00 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, December 4, 2014 and
Thursday, December 22, 2014

INVITATION TO BID

Bid 15-11, Preformed Thermoplastic Pavement Markings

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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.

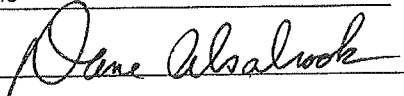
Name of Firm: Flint Trading, Inc.

Contact Person: Dane Alsbrook Title: Assistant Vice President

E-Mail: contracts@ennisflint.com Phone: 469-522-5863

Business Address: 115 Todd Court

City: Thomasville State: NC Zip: 27360

Signature:  Date: 12-15-14

City of Fayetteville
Bid 15-11, Preformed Thermoplastic Pavement Markings
Bid Form – Addendum 1

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 25 calendar days from date of received Purchase Order.

FOB Destination: City of Fayetteville Transportation Division, 1455 S. Happy Hollow Road, Fayetteville, AR 72701

Line Item #	Description	Est Quantity		Unit Price	Total Price Per Line Item
1	Preformed Thermoplastic Pavement Markings, including shipping, priced per square foot, including shipping	700 square feet	x	\$ 4.03 per square foot	= \$ 2,821.00
2	TP 21 – Running Bond Decorative Brick Thermoplastic Pavement Markings – 2 foot by 2 foot pieces, priced each including shipping	500 each	x	2'x2' piece \$ 38.76 per each	= \$ 19,380.00
3	TP 36 – Boarder for Decorative Brick Thermoplastic Pavement Markings – priced each including shipping	200 each	x	1'x2' piece \$ 19.38 per each	= \$ 3,876.00
4	Traffic Pattern Sealer Kit	5 per kit	x	\$ 85.00 per each	= \$ 425.00*
5	Preform shared lane markings per MUTCD Figure 9C-9	100 per each	x	\$ 137.27 per each	= \$ 13,727.00
TOTAL BASE BID (SUM OF CALCULATED ITEMS 1-5):					\$ 40,229.00

*Prices for line items 2 & 3 include required amount of Traffic Patters Sealer for application of these items.

Please Specify for Unit(s) Bid:

*MANUFACTURER: Flint Trading, Inc.

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

BID FORM CONTINUES ON NEXT PAGE

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.

✓ 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: Flint Trading, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name same

*BUSINESS ADDRESS: 115 Todd Court

*CITY: Thomasville *STATE: NC *ZIP: 27360

*PHONE: 469-522-5863 FAX: 36-475-7900

*E-MAIL: contracts@ennisflint.com

*BY: (PRINTED NAME) Dane Alsabrook

*AUTHORIZED SIGNATURE: 

*TITLE: Assistant Vice President

*DUNS NUMBER: 60-646-7819 CAGE NUMBER: n/a

*TAX ID NUMBER: 56-1736552

Acknowledge Addendums:

Addendum No. 1 Dated: 12-15-14 Acknowledged by: 

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

City of Fayetteville
Bid 15-11, Preformed Thermoplastic Pavement Markings
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 shall 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. **Failure to provide materials bid will subject bidder to disqualification for the remainder of the calendar year. Failure to deliver poor or inadequate services, on a consistent basis or more than three (3) times in a calendar year will subject bidder to disqualification for the remainder of the calendar year.**
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- i. **All items and services bid shall meet the Arkansas Highway Department specifications for this bid.**
- j. **Bids shall be valid for the calendar year 2015, ending December 31, 2015 on an as needed basis.**

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. **PRICING:**

- a. Prices bid shall be firm through December 31, 2015.
- b. In the event of a general price schedule **decrease** during the contract period, the City shall be guaranteed full benefit of the price reduction for all undelivered orders on the effective date of the decrease and thereafter. Contractor guarantees against increases in quoted price for the first year of the contract period. Thereafter in the event contractor's manufacturer/supplier **increases** the general price schedule, the contractor may submit a price adjustment request to the Purchasing Office (Andrea Foren – aforen@fayetteville-ar.gov). The price adjustment request will be accepted so long as the requested increase in prices does not exceed the direct price increases published in the manufacturer's revised general price schedule (for example if manufacturer's price increases \$.10/unit, he may request an adjustment not to exceed \$.10/unit in the contract award price) The contractor shall submit a letter from the manufacturer certifying the increased cost with each price adjustment request. All adjusted prices must be competitive with the prevailing market price.
- c. The City reserves the right to reevaluate bidders in their standing in the event of a vendor price increase.

26. **OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax shall 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.

27. ATTACHMENTS TO BID DOCUMENTS:

a. ATTACHMENT A – SPECIFICATION – TRAFFIC PATTERNS

- b. **ATTACHMENT B – DECO MARK CROSSWALK LAYOUT**
- c. **ATTACHMENT C – TP-21 RUNNING BOND LAYOUT**

28. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.

- a. City Department that ordered the materials or services
- b. Order Date
- c. Delivery date or the date of service
- d. Name of the City Employee that requested or picked up the goods, materials, or service
- e. Bid number that applies to the purchase and invoice. Amounts in the bid shall match invoicing.

City of Fayetteville
Bid 15-11, Preformed Thermoplastic Pavement Markings
Specifications

1. SPECIFICATIONS

- a. The quantity provided in the bid form is an estimate. The City of Fayetteville reserves the right to purchase more or less depending on need.
- b. Orders will be made on an as needed basis.
- c. The markings must be a resilient white, yellow or other color thermoplastic product, the surface of which must contain glass beads and abrasives in an alternating pattern. The markings must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, etc. Lines, legends, and symbols are capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch.
- d. The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.
- e. The markings shall not have minimum ambient and road temperature requirements for application, storage, or handling.

- 2. MANUFACTURING CONTROL AND ISO CERTIFICATION:** The manufacturer must be ISO 9001:2008 certified and provide proof of current certification. The scope of the certification shall include manufacture of reflective highway markings.

- 3. MATERIAL:** Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a performed state.

a. GRADED GLASS BEADS:

- i. The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.
- ii. The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of ½ pound (+/- 20%) per 11 square foot. The surface beads and abrasives must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a "checkerboard" pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale). These factory applied coated surface beads shall have the following specifications:

- | | |
|------------------------------------|---------------------------------|
| 1) Minimum 80% rounds | 3) Minimum SiO ₂ |
| 2) Minimum refractive index of 1.5 | 4) Minimum iron content of 0.1% |

Size Gradation		Retained, %	Passing, %
US Mesh	Um		
12	1700	0 - 2%	98 - 100%
14	1400	0 - 6%	94 - 100%
16	1180	1 - 21%	79 - 99%
18	1000	28 - 62%	38 - 72%
20	850	62 - 71%	29 - 38%
30	600	67 - 77%	23 - 33%
50	300	86 - 95%	5 - 14%
80	200	97-100%	0 - 3%

b. Pigments:

- i. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA 99-6190 Table 5 and Table 6 as revised and corrected.
- ii. Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.
- iii. Other Colors: The pigments must be heavy-metal free.
- iv. **Items 2 and 3 shall be brick red with white grout lines.**

- c. Heating Indicators: The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.
- d. Skid Resistance: The surface of the preformed thermoplastic material shall contain factory applied non-skid material with a minimum hardness of 8 (Mohs scale). Upon application, the material shall prove a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
- e. Thickness: The material must be supplied at a minimum thickness of 90 mils (2.29mm) or 125 mils (3.15 mm)
- f. Retro reflectivity: The performed retro reflective marking materials upon application shall exhibit adequate and uniform nighttime retro reflectivity. The marking materials shall have the following retro reflectivity as measured using a Delta LTL 2000 or LTL-X Retroreflectometer

_____ White preformed reflective marking materials – minimum of $275 \text{ mcd-m}^{-2}\cdot\text{lx}^{-1}$

Note: Initial retroreflection and skid resistance are affected by the amount of heat applied during installation. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection and skid resistance levels may be affected.

- g. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to oil and gasoline.
- h. Abrasives: The abrasives and surface beads must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a "checkerboard"

pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale).

4. APPLICATION:

- a. **Asphalt:** The materials shall be applied using the propane torch method recommended by the manufacturer. The material must be able to be applied without minimum requirements for ambient and road temperatures and without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. Supplier must enclose application instructions with each box/package.
- b. **Portland Concrete:** The same application procedure shall be used as described under Section 4.1. However, a compatible primer sealer may be applied before application to assure proper adhesion.

5. PACKAGING: The preformed thermoplastic markings shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Linear material must be cut to a maximum of 3 foot long pieces. Legends and symbols must also be supplied in flat pieces. The cartons in which packed shall be non-returnable and shall not exceed 40 inches in length and 25 inches in width, and be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.

6. TECHNICAL SERVICES: The successful bidder shall provide technical services as required.

7. PERFORMANCE: The preformed thermoplastic markings shall meet state specifications and be approved for use by the appropriate state agency.

SPECIFICATION
INTERCONNECTED PREFORMED THERMOPLASTIC PAVEMENT MATERIAL

1. **USE:** A durable, pavement overlay material suitable for streetscape and traffic calming purposes on public roads and private properties. The material shall be equally suitable for concrete and asphalt surfaces.

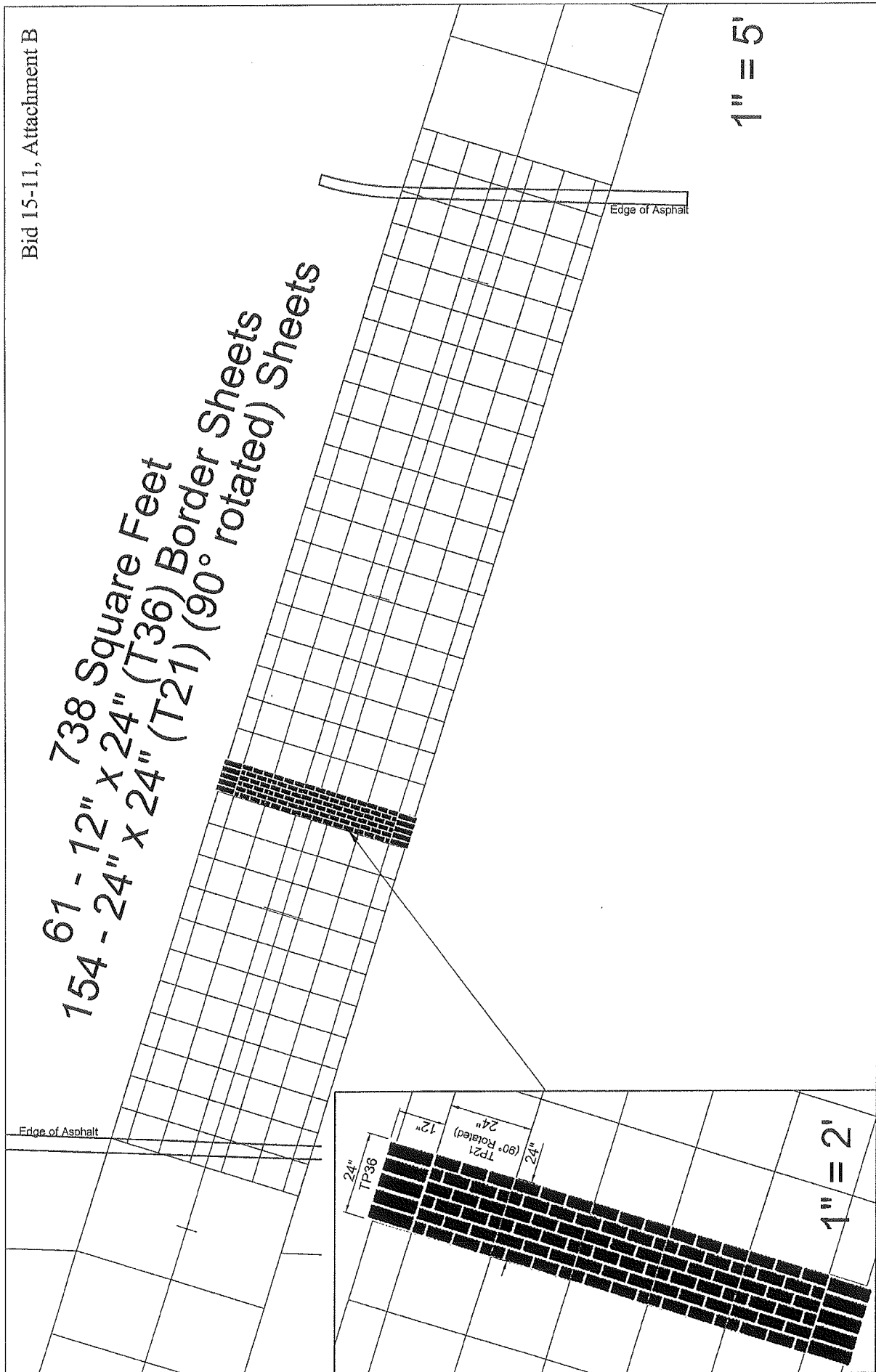
- 1.1. The material must be a resilient preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 8 (Mohs scale) and meet the following gradation:

Size Gradation		Intermix		Drop - On	
US Mesh	µm	Retained, %	Passing, %	Retained, %	Passing, %
10	2000	0 - 10%	90 - 100%		
12	1700	5 - 25%	75 - 95%		
14	1400	15 - 50%	50 - 85%		
16	1180	15 - 50%	50 - 85%	0 - 5%	95 - 100%
18	1000	10 - 30%	70 - 90%	0 - 10%	90 - 100%
20	850	0 - 5%	95 - 100%	5 - 25%	75 - 95%
25	710	0 - 2%	98 - 100%	15 - 50%	50 - 85%
30	600			15 - 50%	50 - 85%
35	500			5 - 25%	75 - 95%
40	425			0 - 10%	90 - 100%

- 1.2. The material must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.
- 1.3. The material shall be capable of being applied on bituminous and/or portland cement concrete pavements by the use of a handheld heat torch, an infrared heater, or a blue-flame radiant heater. The use of a compactor or similar equipment shall not be necessary. The material must be able to be applied to asphalt and concrete surfaces without preheating the application surface to a specific temperature. The material must be capable of being affixed to green concrete (concrete that has set but not appreciably hardened). The material shall not require the portland cement concrete application areas to be cured or dried out.
- 1.4. The material must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. It shall not be necessary to use a grid template or to make pattern grooves or other indentations in the asphalt or concrete surface prior to applying the material. It shall not be necessary to inlay the material in grooves or indentations. It shall not be necessary to heat the pavement or application surface to a specific temperature.
- 1.5. The material is typically supplied in segments measuring 24 in. by 24 in. The material must be factory assembled and interconnected with a compatible material, so that it is unnecessary to assemble the individual "brick" pieces at the jobsite. Certain 24 in. by 24 in. material segments may be rotated to create additional pattern options using standard parts.
- 1.6. Interchangeable, patterned borders shall be available in either 8 in. or 12 in. wide by 24 in. long sizes, to allow flexibility in design options using standard parts.
- 1.7. The material must be able to be applied in temperatures down to 45°F without any special storage, preheating or treatment of the material before application.
- 1.8. The material must be able to be applied to asphalt and concrete surfaces without using a grid template and without forming a pattern in the application surface. Heating indicators must be evenly distributed on the surface of the material in order to ensure correct application.
- 1.9. The material must cover the entire application area and be flush across the surface. Once applied, no part of the pavement surface must be visible in the application area.
2. **MANUFACTURING CONTROL AND ISO CERTIFICATION:** The manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic, and provide proof of current certification.

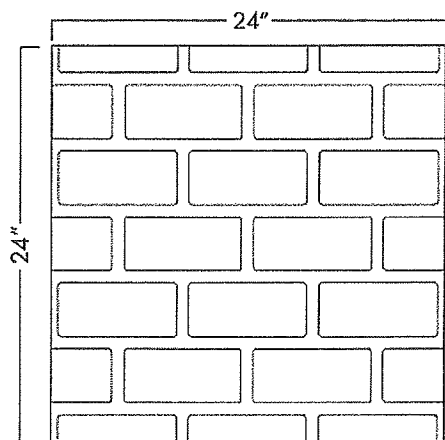
3. **MATERIAL:** Must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material. The thermoplastic material conforms to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.
 - 3.1. **Pigments:**
 - 3.1.1. **White:** The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.
 - 3.1.2. **Red, Blue, and Yellow:** The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
 - 3.1.3. **Other Colors:** The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
 - 3.2. **Heating indicators:** The top surface of the material shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper embedment of anti-skid/anti-slip material has been achieved, and a post-application visual cue that the application procedures have been followed.
 - 3.3. **Skid Resistance:** The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
 - 3.4. **Slip Resistance:** The surface of the preformed thermoplastic material shall contain factory applied anti-skid material with a minimum hardness of 8 (Mohs scale). Upon application the material shall provide a minimum static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.
 - 3.5. **Thickness:** The material must be supplied at a minimum thickness of 125 mil (3.18 mm).
 - 3.6. **Environmental Resistance:** The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.
 - 3.7. **Interconnected:** The material must consist of interconnected individual pieces of preformed thermoplastic pavement material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each material segment (typically 24 in. by 24 in.) must be factory assembled and interconnected with a compatible material so that in the field it is not necessary to assemble the individual pieces within a material segment. Multiple patterned border segment options shall be available in the material in either 8 in. or 12 in. wide by 24 in. long sizes.
4. **APPLICATION:**
 - 4.1. **Asphalt:** The material shall be applied using the propane torch method or an infrared heater recommended by the manufacturer. The material must be able to be applied at ambient and road temperatures down to 45°F without any preheating of the pavement to a specific temperature. A sealer specified by the manufacturer must be applied to the substrate prior to material application to ensure proper adhesion, and to provide reinforcement for larger volumes of material. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions with each box/package, or make available on website.
 - 4.2. **Portland Cement Concrete:** The same application procedure shall be used as described under Section 4.1.
5. **PACKAGING:** The preformed thermoplastic material shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. The cartons in which packed shall be non-returnable and shall not exceed 25 in. in length and 25 in. in width, and be labeled for ease of identification. The weight of the individual carton must not exceed fifty (50) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.
6. **TECHNICAL SERVICES:** The successful bidder shall provide technical services as required.

Bid 15-11, Attachment B



Bid 15-11, Attachment C

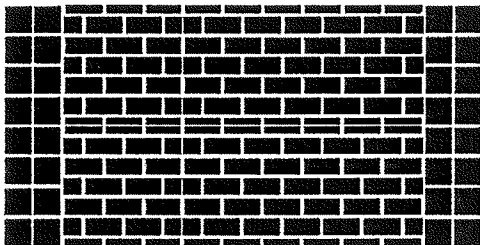
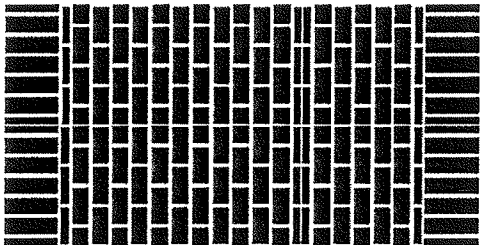
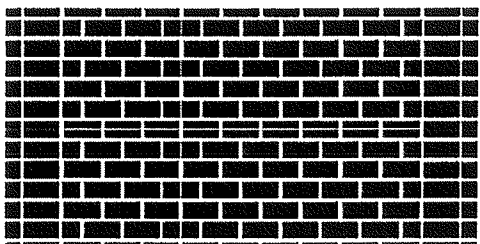
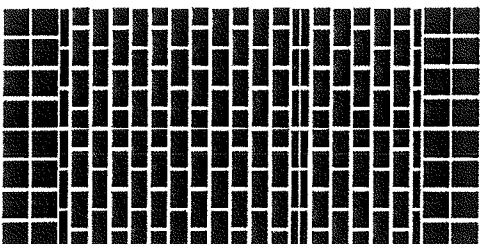
RUNNING BOND - TP21



Interconnected preformed thermoplastic pavement marking material combines look of brick and grout pattern.

- 2' x 2' sheet
- 125-mil thick
- Pattern repeats horizontally and vertically
- Can be rotated for additional design variability
- 3/4" grout lines and 7-1/4" X 3-1/4" bricks with rounded corners
- Surface-applied with infrared heater or propane heat torch
- Applies to asphalt or concrete
- No stamping templates or grids required

Use Running Bond TP21 alone or choose from 7 different border options.

TP21-RBSD - Brick Red bricks, Sand grout		Examples shown below
		
TP21 pattern / TP40 border	TP21 pattern (rotated 90°) / TP36 border	
		
TP21 pattern / TP38 border	TP21 pattern (rotated 90°) / TP40 border	

TrafficPatterns®

A TrafficScapes™ Solution by Ennis-Flint

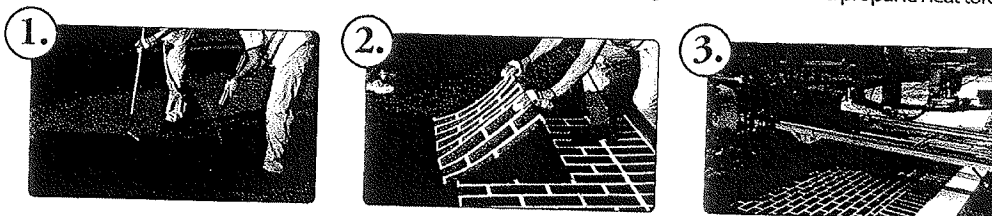
Interconnected, Surface-Applied Preformed Thermoplastic Crosswalks and Traffic Calming Surfaces for Asphalt and Concrete

TrafficPatterns® provides a cost-effective, traditional look and alternative to the use of brick and stone pavers because the material is surface applied and virtually maintenance free. The pattern and color combinations of the interconnected sheets allow designers the flexibility to create the ideal crosswalk or traffic calming pattern that complements the overall streetscape design.

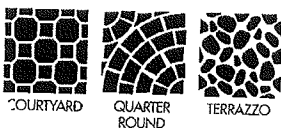
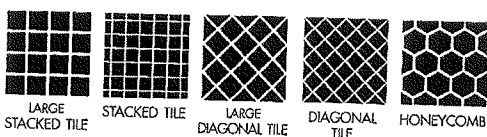
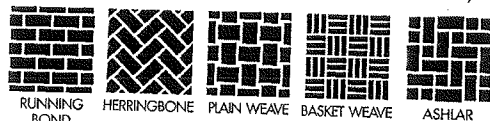
PERFORMANCE-BASED FEATURES AND BENEFITS

- Engineered as heavy-duty intersection grade pavement marking material with enhanced durability
- 125-mil; interconnected sheets of material
- High skid/slip resistant for safety. As material wears, new anti-skid elements are exposed.
- Can be applied on newly-stamped asphalt as soon as the road surface cools and sets
- Does not alter substrate
- Does not require stamping templates or grids
- Open to traffic minutes after application
- ADA compliant - Pedestrian and wheelchair friendly surface
- Eliminates the maintenance and safety concerns of loose pavers
- All preformed thermoplastic materials are made at Ennis-Flint's manufacturing facility which is ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic. Quality, value and long-term performance are built into the marking. Anti-skid elements are added at time of manufacturing for optimized application at the jobsite.

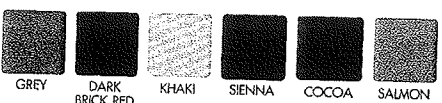
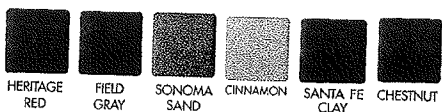
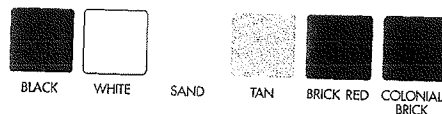
TrafficPatterns® does not require expensive capital equipment, customized tools, templates or grids for application. The 2'x2' sheets of interconnected material are easily lifted and positioned onto an asphalt or concrete surface. Border segments can be added for design variability. Application is simple with a large infrared heater or a propane heat torch.



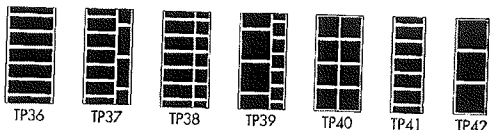
STANDARD PATTERNS (2'x2' Sheets)



STANDARD COLORS



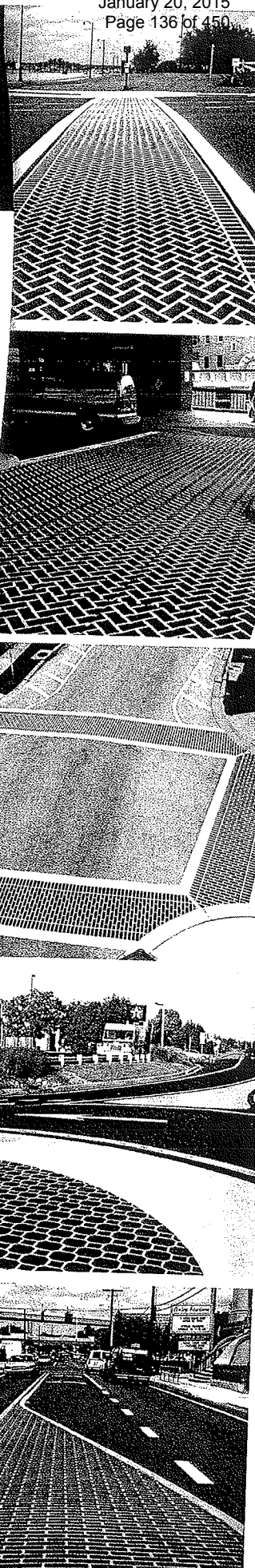
STANDARD BORDERS



PREMIUM COLORS



New
Patterns/Borders
and Colors in
2'x2' Format



TrafficScapes™

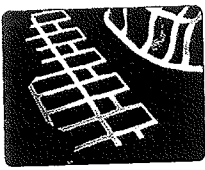
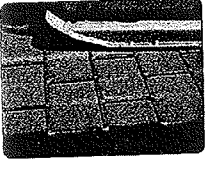
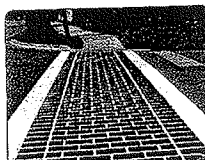
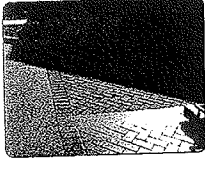
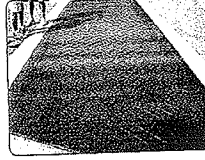
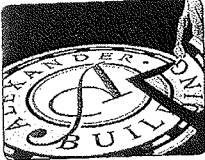
Surface Systems for Enhanced Safety

CROSSWALKS • MEDIANS • ISLANDS • ROUNDABOUTS • ENTRYWAYS • LOGOS

TrafficScapes™ is a portfolio of preformed thermoplastic pavement marking materials engineered for durability, safety, and aesthetics for the streetscape and traffic calming market designed to:

- Improve traffic safety especially at intersections and multi-use paths
- Enhance visibility for pedestrians, motorists, and cyclists
- Provide design elements that complement a Complete Streets community
- Channel pedestrians across busy commercial parking areas
- Promote and/or revitalize community image
- Attract new business development in livable communities
- Create low-cost median or island effect without the use of raised curbs

Each product offers its own unique application and performance approach to streetscape projects where shared roadway safety and aesthetic appeal need to work in conjunction.

 DuraTherm® by Ennis-Flint	 TrafficPatternsXD™ by Ennis-Flint	 TrafficPatterns® by Ennis-Flint	 TrafficPatternsLT™ by Ennis-Flint	 DecoMark® by Ennis-Flint
INLAID	IMPRESSED	INTERCONNECTED	OVERLAY	SURFACE SIGNS
 	 	 	 	 

When used on public roadways and private properties open to public travel, decorative crosswalks require proper demarcation with white linear boundaries according to the Manual on Uniform Traffic Control Devices (MUTCD).

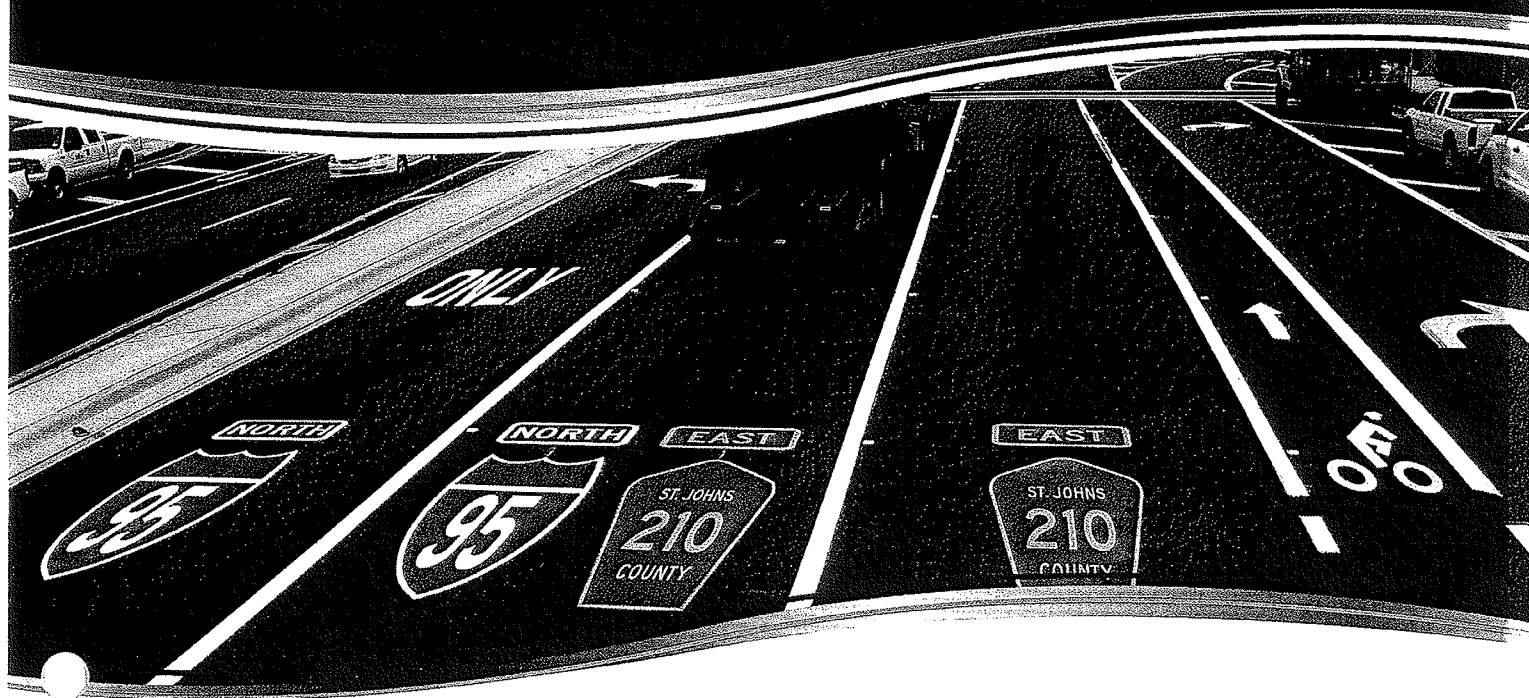


Ennis-Flint • 115 Todd Ct. Thomasville, NC • 336.475.6600
trafficscapes@flintrading.com • www.ennisflint.com



PreMark®
by Ennis-Flint

PREFORMED THERMOPLASTIC PAVEMENT MARKINGS



ENNIS-FLINT.

A TRAFFIC SAFETY SOLUTIONS COMPANY

Lines

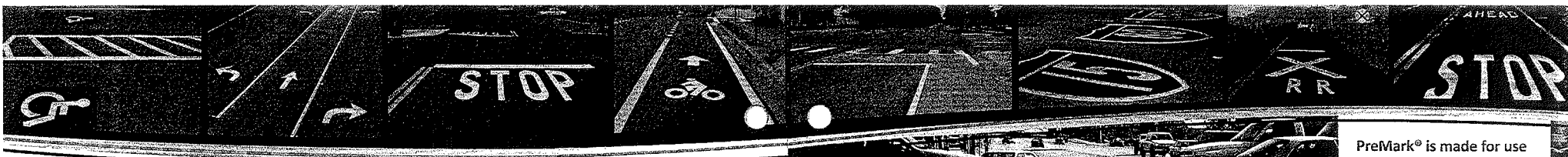
Legends

Arrows

Symbols

Shields

Contrast



PREFORMED THERMOPLASTIC

Ennis-Flint manufactures and supplies a complete line of durable preformed thermoplastic products engineered to provide optimal performance, lasting value, and to extend the life of your pavement marking program.

Manufactured in our ISO 9001:2008 certified facility ensuring consistent thickness and composition to meet specifications, PreMark® is formulated with the highest quality resin, binder, aggregate, glass bead, and pigment systems. Depending upon regulatory requirements or specific application purposes, PreMark® is offered with the following options:

BD = Beaded

Factory-applied surface beads and intermix beads are uniformly distributed at time of manufacturing so that as the marking wears, new beads are exposed

NB = Non-beaded

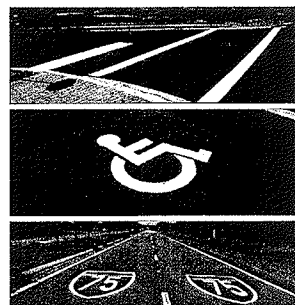
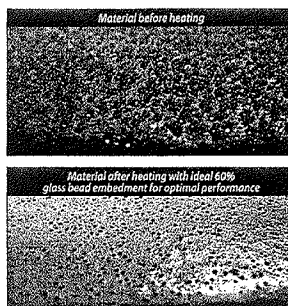
No factory-applied surface beads; typically used for reversible arrows where beads are dispersed evenly over surface during field application

VG = ViziGrip®

In addition to intermix beads, ViziGrip is unique factory-applied pattern of surface beads and anti-skid elements to ensure that skid resistance and retroreflectivity is maximized. Used for crosswalks, bike symbols, accessibility markings, interstate shields, and other pedestrian uses

SK = Skid Only

Anti-skid elements are on the surface and the intermix for enhanced skid resistance; no glass beads. Primary purpose is for preferential lane treatments and bike boxes where retroreflectivity is not required.



From single-colored linear markings to multi-colored surface signage, PreMark® is available in standard FHWA designs that are compliant with the Manual on Uniform Traffic Control Devices (MUTCD). Custom designs are available where regulatory compliance is not required.



BENEFITS OF USING PREMARK®

- **No Preheat** type of preformed thermoplastic material
 - Preheating the road surface is not required
 - No minimum road or ambient temperature requirements so pavement marking season can be extended; apply any time of year
- Pre-cut and ready to use out of the box. Simple application does not require major capital investments in application equipment.
- Clean edge appearance; no "alligator" cracking that can occur with hot-applied thermoplastic
- Durable; lasts 6 to 8 times longer than paint
- Minimal mobilization costs allows quick response to maintenance projects
- One year shelf life allows broader options for inventory management
- Modifies easily in field with razor knife or heavy duty scissors if required
- Easy to repair if road or utility maintenance requires a portion of the marking to be removed
- Sustainable product with small environmental impact. Recycled materials make up 60% of the product and 29% of the components are rapidly renewable materials, primarily from pine trees. Other natural resources used come from cotton, sunflowers, and soya.

STANDARD REGULATORY COLORS



PreMark® is made for use on public streets, highways, local roads, and airport landside areas as well as parking lots and roadways at shopping centers, school campuses, business parks and more — especially at intersections with heavy traffic where durability and proven performance is a must-have.

SIMPLE APPLICATION METHOD

Always follow the complete set of application instructions provided with the product.

Applying PreMark® is fast, safe and cost-effective with an industrial propane heat torch such as the Flint 2000EX®. PreMark® does not require preheating of the pavement and does not have any minimum road or air temperature requirements.

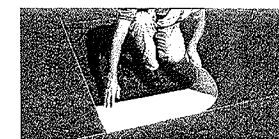
The top surface of the material has regularly-spaced indents, or heating indicators, which provide a visual cue during application that the material has reached a molten state indicating satisfactory adhesion and proper bead embedment has been achieved. The indents also provide a post-application visual cue that the application procedures have been followed. A recommended sealer is required when applying PreMark® on concrete surfaces and for large, multi-colored specialty markings and colorized lanes.

ENHANCED VISIBILITY: With high initial and retained retroreflectivity, PreMark® provides enhanced brightness and better visibility throughout the service life. In addition to the intermixed glass beads within the material, factory-applied surface glass beads deliver the visibility of bigger beads and the durability of smaller beads.

ENHANCED DURABILITY: Engineered as a true heavy-duty intersection grade pavement marking, PreMark® provides optimum wear in adverse conditions. When properly applied, PreMark® does not slip, peel up, or, in any way, lose its adhesion. PreMark® can last 6 to 8 times longer than paint under similar conditions.

IMPERVIOUS TO OIL AND GAS: PreMark® is oil and gas impervious, yet compatible with all asphalt surfaces. PreMark® can be inlaid or applied on freshly set asphalt.

WORKER & ENVIRONMENTAL SAFETY: With no lead chromate, heavy metal compounds or VOCs, PreMark® is non-hazardous based on current EPA and OSHA standards either during application or removal.



Multi-colored markings have interconnected material for ease of handling and application.



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 140 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0596

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 14

BID #15-12 RETAINING WALL BLOCKS PURCHASE:

A RESOLUTION TO AWARD BID #15-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FROM ARROWHEAD PRECAST, LLC AS PRIMARY SUPPLIER AND INDUSTRIAL PRECAST, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-12 and authorizes the purchase of retaining wall blocks from Arrowhead Precast, LLC as primary supplier and Industrial Precast, Inc. as secondary supplier in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2014-0596

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/30/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-12 to and authorizing the purchase of retaining wall blocks from Arrowhead Precast, LLC as primary supplier and Industrial Precast, Inc. as secondary supplier, in variable amounts, as needed through the end of calendar year 2015.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 30, 2014

SUBJECT: Bid 15-12, Retaining Wall Blocks

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-12 to and authorizing the purchase of retaining wall blocks from Arrowhead Precast, LLC as primary supplier and Industrial Precast, Inc. as secondary supplier, in variable amounts, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-12 Tabulation



Bid 15-12, Retaining Wall Blocks

Tentative Agenda
January 20, 2015
Page 13 of 450
Date: 12/19/2014
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Item	DESCRIPTION	Est Qty	Arrowhead Precast LLC		Industrial Precast Inc	
			PRICE PER UNIT	EXTENDED PRICE	PRICE PER UNIT	EXTENDED PRICE
1	Top Block - 28" Series	250	\$ 66.80	\$ 16,700.00	\$ 85.00	\$ 21,250.00
2	Half Top Block - 28" Series	50	\$ 35.89	\$ 1,794.50	\$ 58.00	\$ 2,900.00
3	Half Middle Block - 28" Series	50	\$ 38.41	\$ 1,920.50	\$ 58.00	\$ 2,900.00
4	Middle Block - 28" Series	500	\$ 70.30	\$ 35,150.00	\$ 92.00	\$ 46,000.00
5	Bottom Block - 28" Series	250	\$ 70.30	\$ 17,575.00	\$ 92.00	\$ 23,000.00
6	Half Bottom Block - 28"	25	\$ 38.41	\$ 960.25	\$ 58.00	\$ 1,450.00
7	Half Garden Corner	100	\$ 41.39	\$ 4,139.00	\$ 85.00	\$ 8,500.00
8	Middle Block - 41" Series	500	\$ 81.68	\$ 40,840.00	\$ 101.00	\$ 50,500.00
9	Half Middle Block - 41" Series	50	\$ 42.92	\$ 2,146.00	\$ 68.00	\$ 3,400.00
10	Bottom Block - 41" Series	250	\$ 81.68	\$ 20,420.00	\$ 101.00	\$ 25,250.00
11	Half Bottom Block - 41" Series	25	\$ 42.92	\$ 1,073.00	\$ 68.00	\$ 1,700.00
12	Middle Block - 60" Series	300	\$ 90.69	\$ 27,207.00	\$ 140.00	\$ 42,000.00
13	Half Middle Block - 60" Series	25	\$ 50.79	\$ 1,269.75	\$ 85.00	\$ 2,125.00
14	Bottom Block - 60" Series	250	\$ 90.69	\$ 22,672.50	\$ 140.00	\$ 35,000.00
15	Half Bottom Block - 60" Series	25	\$ 50.79	\$ 1,269.75	\$ 85.00	\$ 2,125.00
16	4 sided 6" Cap Block	100	\$ 77.41	\$ 7,741.00	\$ 60.00	\$ 6,000.00
TOTAL BID BASED ON ESTIMATES:				\$ 202,878.25		\$ 274,100.00

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

CERTIFIED:

A. Foren, Purchasing Agent

WITNESS

DATE

** Bidder bid size 24" & 45" block instead of 28" and 41"



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 144 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0005

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 15

BID #15-14 WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS:

A RESOLUTION TO AWARD BID #15-14 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN THE AMOUNT OF \$10.00 PER LOAD AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

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 #15-14 and authorizes the purchase of waste disposal services for construction debris from S&R Trucking Winslow, LLC and Holtzclaw Excavating, Inc. in the amount of \$10.00 per load, with the supplier to be selected depending on the distance from each individual job site to the disposal site, as needed through the end of calendar year 2015.

City of Fayetteville Staff Review Form

2015-0005

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

12/31/2014

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution awarding Bid 15-14 to and authorizing the purchase of waste disposal for construction debris from S & R Trucking Winslow, LLC and Holtzclaw Excavating, Inc., determining which will be used on a case by case basis depending on the distance from each individual job site to the disposal site, as needed through the end of calendar year 2015.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? Yes	Item Cost
Budget Adjustment Attached? No	Budget Adjustment
	Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: December 31, 2014

SUBJECT: Bid 15-14, Waste Disposal for Construction Debris

RECOMMENDATION:

Staff recommends a resolution awarding Bid 15-14 to and authorizing the purchase of waste disposal for construction debris from S & R Trucking Winslow, LLC and Holtzclaw Excavating, Inc., determining which will be used on a case by case basis depending on the distance from each individual job site to the disposal site, as needed through the end of calendar year 2015.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

S & R Trucking Winslow, LLC and Holtzclaw Excavating submitted equal bid amounts of \$10.00 per load for waste disposal of construction debris.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

Attachments:

Bid 15-14 Tabulation



Date: 12/19/2014

TIME: 2:00 PM

CITY OF FAYETTEVILLE

Bid 15-14, Waste Disposal for Construction Debris

BIDDER	Waste Disposal Services for Construction Debris consisting of soil, rock, and concrete product - Each load shall consist of 12-15 CY			Total Bid based on Estimates
	Est Loads	Price Per Unit	Extended Price	
Holtzclaw Excavating Inc	2,500	\$ 10.00	\$ 25,000.00	\$ 25,000.00
S & R Trucking Winslow LLC	2,500	\$ 10.00	\$ 25,000.00	\$ 25,000.00

CERTIFIED:

A. Foren, Purchasing Agent

Witness

Date

12-22-14



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 148 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0012

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 16

ENVIRONMENTAL CONSULTING OPERATIONS, INC., AMENDMENT NO. 1 AND ONE YEAR RENEWAL:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT AND TO AUTHORIZE AN EXTENSION OF THE AMENDED CONTRACT THROUGH 2015 IN THE AMOUNT OF \$50,766.00

WHEREAS, Ordinance 5687, which was adopted on May 6, 2014, waived the requirement of formal competitive bidding and authorized a contract with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014; and

WHEREAS, Section 3.2 of the contract provides that the contract may be renewed for additional one year terms upon mutual agreement of the City and Environmental Consulting Operations, Inc.; and

WHEREAS, both the City and Environmental Consulting Operations, Inc. desire to amend the agreement with respect to the scope of services and extend the amended contract through 2015.

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 Amendment No. 1 to the contract with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management and authorizes an extension of the amended contract through 2015 in the amount of \$50,766.00.

City of Fayetteville Staff Review Form

2015-0012

Legistar File ID

1/20/2015

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

Don Marr

1/6/2015

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve 2015 agreement with Environmental Consulting Operations Inc. in the amount of \$50,766 for Wetlands Mitigation Site Monitoring and Management pursuant to approved ordinance 5687 passed by the City Council on May 6th, 2014 and in accordance with Section 3 of the approved agreement.

Budget Impact:

5400.5120.5315.00

Water and Sewer

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 55,000.00

Funds Obligated \$ -

Current Balance \$ 55,000.00

Does item have a cost? Yes

Item Cost \$ 50,766.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 4,234.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council
THRU: Mayor Lioneld Jordan
FROM: Don Marr, Chief of Staff
DATE: January 6, 2015
SUBJECT: Professional Services Contract

RECOMMENDATION:

Pass a resolution pursuant to the previously approved City Council Ordinance 5687 agreement (and section 3 – Compensation) with Environmental Consulting Operations Inc. for professional services for \$50,766.00 to be used specifically for wetlands mitigation site monitoring & management and environmental issues as required by the City of Fayetteville, City Contractors, Corps of Engineers and ADEQ.

BACKGROUND:

Eco, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and was tasked to ensure full compliance with the related regulations and permits. Under their supervision, contractors working for the City completed over \$135 million in work without a single permit violation. ECO Inc. also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period. Funding for these succeeding years comes from the Wastewater Treatment Operations Program.

DISCUSSION:

The contract covers the following work tasks for 2014 and 2015 (see attached):

- (1) Annual Ecological Restoration Monitoring of Existing Mitigation Site;
- (2) Annual Adaptive Management Strategy of Existing Mitigation Site;
- (3) Development of Credit Tracking Ledger for Surplus Wetland Credits;
- (4) Provide environmental regulatory and technical information to the City of Fayetteville and City Contractors;

The details of each of these work task are outlined within the proposed contract between the City of Fayetteville and ECO Inc. in Parts A, B, C and D of the proposed contract.

BUDGET/STAFF IMPACT:

An appropriation of \$50,766.00 is requested to pay for these services. This will be paid for within the cost of water/wastewater treatment operations program and was approved in the 2015 annual budget.

**AMENDMENT NO. 1
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 to the Agreement For Professional Environmental Consulting Services, dated May 8, 2014 (the "Agreement"), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with monitoring and ecological adaptive management of CITY's wetland mitigation site (Site) known as Woolsey Wet Prairie is made and entered into for purposes of continuity of Site wetland habitat status in order to maintain surplus wetland credits generated at Site and due to Corps of Engineers (Corps) regulatory requirements to manage and maintain wetland compensatory mitigation in perpetuity to assure Site continues to meet ecological performance standards.

WHEREAS, this **AMENDMENT NO. 1** is a renewal of the Agreement that included a provision for automatic renewal of ECO's annual Scope of Services beyond 2014 for additional 1-year terms upon mutual agreement by both CITY and ECO. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the CITY and ECO. All work to be performed prior to issuance of Amendment has been completed.

NOW THEREFORE, the CITY and ECO agree to amend the Agreement for ECO's Scope of Services as follows:

1. Part A - Project Administration And Management

- a) General administration and project management activities;
- b) Perform project initiation activities;
- c) Provide environmental regulatory and technical information to CITY and CITY Contractors;
- d) Meet with CITY and CITY Contractors for information exchange, goal and timeline setting, reviewing management strategies and action items;
- e) Perform internal project control including budgeting, scheduling, and quality control;
- f) Part A applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council and amended upon approval for renewal of Part A services beyond 2015.

2. Part B - Annual Ecological Restoration Monitoring

- a) Conduct qualitative monitoring activities twice annually to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled;
- b) Observe and document total plant species richness for each wetland cell and the total mitigation Site in historical comprehensive plant species lists;
- c) Record locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species on wetland cell maps;
- d) Develop 2015 Woolsey Wet Prairie Adaptive Management Strategy & Monitoring Report No. 9 that is consistent with historical monitoring and management activities at Site in a format to be used for Site adaptive management purposes;
- e) Part B applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2015.

3. Part C - Annual Adaptive Management Strategy

- a) Continued development and implementation of annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning;
- b) Make Site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control;
- c) Oversee selection, scheduling, and coordination of Site adaptive management activities and provide guidance pertaining to Site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of Site;
- d) Provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of Site for the purpose of implementation of Site management activities that are compliant with Site permanent protection measures and restrictions specified in the CITY's Section 404 permit;
- e) Document and maintain records of adaptive management activities implemented and the date of use;
- f) Make adjustments, as necessary, to timing and type of vegetation management to be implemented including, but not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species;
- g) Utilize wetland cell maps showing locations of concentrated stands of non-native plant

species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities;

- h) Develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species;
- i) Schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness;
- j) Coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species;
- k) Develop burn specifications that clearly identify prescribed Burn Contractor responsibilities as a part of CITY's informal bid process. that identify: Site preparation, notifications, and Burn Contractor responsibilities;
- l) Coordinate, schedule, and observe prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications;
- m) Part C applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2015.

4. Part D - Update Credit Tracking Ledger for Surplus Wetland Credits

- a. Site has generated surplus of wetland credits above those required by CITY's Section 404 permit for compensatory mitigation. CITY has received Corps approval to use wetland credits to mitigate for wetland impacts caused by the CITY's infrastructure improvement projects within Illinois River watershed, HUC 11110103;
- b. Under the 2014 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Van Asche Extension Project for submittal to Corps;
- c. It is unknown at the current time, whether or not Part D services will be necessary for January through December 2015, and will be a function of whether or not surplus credit transactions occur. Should 2015 wetland credit transactions occur, ECO shall update wetland credit ledger accordingly for submittal to Corps at the end of 2015;
- d. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2015.

5. COMPENSATION

- a) For the amended Scope of Services described herein, CITY agrees to pay ECO the sum specified below on Cost Detail Table. The total payment shall be a lump sum "not to exceed" amount of **FIFTY THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$50,766.00)**.

Amendment No. 1 - 2015 Cost Detail

Amended ECO Scope of Services	Fee Estimate
Part A - 2015 Project Administration And Management	\$ 1,723.00
Part B - 2015 Annual Ecological Restoration Monitoring	\$20,633.00
Part C - 2015 Annual Adaptive Management Strategy	\$28,410.00
Part D - 2015 Update Surplus Wetland Credit Tracking Ledger	\$ 0.00
TOTAL	\$50,766.00

The CITY and ECO intending to be legally bound, indicate their approval of this AMENDMENT No. 1 by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

CITY OF FAYETTEVILLE

By: 
Bruce Shackelford, President

By: _____
Lioneld Jordan, Mayor

Date: January 20, 2015

Date: _____

ATTEST:

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

Date: _____

End of January 20, 2015 Amendment No. 1 for Environmental Consulting Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2014

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

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

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Carol Alexander PHONE (A/C, No. Ext.): (501) 778-9162 FAX (A/C, No.): (501) 778-0533 E-MAIL ADDRESS: calexander@thomasins.net															
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Peerless Indemnity Ind. Co</td> <td>18333</td> </tr> <tr> <td>INSURER B: Cameron Insurance Company</td> <td>15725</td> </tr> <tr> <td>INSURER C: America First Insurance</td> <td>12696</td> </tr> <tr> <td>INSURER D: The Netherlands Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E: Westchester Fire</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ind. Co	18333	INSURER B: Cameron Insurance Company	15725	INSURER C: America First Insurance	12696	INSURER D: The Netherlands Ins. Co.		INSURER E: Westchester Fire		INSURER F:	
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INSURER D: The Netherlands Ins. Co.																	
INSURER E: Westchester Fire																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: Master 2014/2015

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		BOP8777430	5/10/2014	5/10/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					PERSONAL & ADV INJURY \$ 2,000,000
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	CA8001501	3/1/2014	3/1/2015	GENERAL AGGREGATE \$ 4,000,000
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PRODUCTS - COM/OP AGG \$ 4,000,000
C	UMBRELLA LIAB	☒ OCCUR				
	EXCESS LIAB	☐ CLAIMS-MADE				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	DED ☒ RETENTION \$ 10,000		CU8774331	5/10/2014	5/10/2015	BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A	WC8777830	5/10/2014	5/10/2015	PROPERTY DAMAGE (Per accident) \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					Medical payments \$ 5,000
						EACH OCCURRENCE \$ 1,000,000
E	Professional Liability		BINDER/PROFESSIONAL	5/10/2014	5/10/2015	AGGREGATE \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

Bill McKee/CALEX

ACORD 25 (2010/05)

INS025 (201005).01

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ORDINANCE NO. 5687

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers.

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 Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Item Review Form

2014-0200

Legistar File Number

May 6 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Don Marr

Submitted By

Utilities Division

Department

Action Required:

An Ordinance to waive competitive bidding and approve a contract for 2014 with the option to renew for 2015 between the City of Fayetteville and Eco Inc., for professional services to provide Annual Monitoring and development of annual maintenance plans for the Woolsey Wetland Prairie and to develop a Wetlands Credits tracking tool to be utilized by the City of Fayetteville for tracking Wetland Credits for City related projects.

Does this item have a cost? ☒ Yes

\$33,000.00

Cost of this request

\$33,000.00

Category or Project Budget

Water/Wastewater

Program or Project Name

5400.5120.5315.00

Account Number

\$0.00

Funds Used to Date

Wastewater Treatment

Program or Project Category

\$0.00

Remaining Balance

Water and Sewer

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

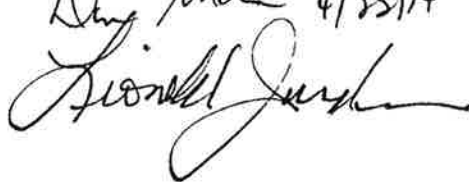
Original Contract Number:

Comments:

 4/22/14

Paul A. Beeler 4-22-2014



Don Marr 4/22/14




CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council

THRU: Mayor Lioneld Jordan

FROM: Don Marr, Chief of Staff *DM*

DATE: April 22, 2014

SUBJECT: Professional Services Contract

RECOMMENDATION:

Pass an ordinance for a bid waiver and approving a contract with Eco Inc. for professional services for \$33,000.00 to be used specifically for wetlands mitigation site monitoring & management and environmental issues as required by the City of Fayetteville, City Contractors, Corps of Engineers and ADEQ. Attached is a memo that outlines why we ECO Inc. qualifies as a sole source provider for this contract due to the extensive knowledge and work conducted on the Woolsey Wetland Prairie Mitigation Site.

BACKGROUND:

Eco, Inc. developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the WSIP, and was tasked to ensure full compliance with the related regulations and permits. Under their supervision, contractors working for the City completed over \$135 million in work without a single permit violation. ECO Inc. also designed the wetlands mitigation site that was required by the Corps of Engineers, which has a mandated seven year monitoring and reporting period. Funding for these succeeding years comes from the Wastewater Treatment Operations Program.

DISCUSSION:

The contract covers the following work tasks for 2014:

- (1) Annual Ecological Restoration Monitoring of Existing Mitigation Site;
- (2) Annual Adaptive Management Strategy of Existing Mitigation Site;
- (3) Development of Credit Tracking Ledger for Surplus Wetland Credits;
- (4) Provide environmental regulatory and technical information to the City of Fayetteville and City Contractors;

The details of each of these work task are outlined within the proposed contract between the City of Fayetteville and ECO Inc. in Parts A, B, C and Don pages 2 through 5 of the proposed contract.

BUDGET/STAFF IMPACT:

An appropriation of \$33,000.00 is requested to pay for these services. This will be paid for within the cost of water/wastewater treatment operations program.

**RE: BID WAIVER REQUEST-TECHNICAL SERVICES AGREEMENT
WOOLSEY WET PRAIRIE WETLAND MITIGATION BANK**

Environmental Consulting Operations, Inc.

Environmental Permitting and Wetlands Mitigation Bank Approval and
Design Services

BACKGROUND

As a part of the City of Fayetteville's revised Facility Planning for the Wastewater System Improvement Project (WSIP) the technical services of Environmental Consulting Operations, Inc. (ECO, Inc.) have been utilized since the year 2000 to address environmental permitting and compensatory wetland mitigation requirements.

ECO, Inc. initially provided technical support services as a sub-consultant to McGoodwin, Williams and Yates, Inc. under the March 21, 2000 agreement between McGoodwin, Williams and Yates and the City of Fayetteville. The role of ECO, Inc. addressed the entire WSIP as a centralized holistic approach to the complex environmental permitting and compensatory wetlands mitigation under five design consultants firms.

On August 29, 2003, a Bid Waiver was approved for ECO, Inc. to contract directly with the City of Fayetteville for Design Phase and Construction Phase environmental regulatory permitting and compliance consulting services. As the WSIP evolved, ECO, Inc.'s contract was amended seven times, with the last amendment expiring on December 31, 2013. ECO, Inc. has fulfilled the scope of all contract work required and provided all the specified deliverables. ECO, Inc. provided competent and timely services relating to the Facility Planning Phases, Design Phase, Construction Phase, and Post-Construction Phase of the WSIP.

The required compensatory wetland mitigation was of significant relevance to the WSIP. ECO, Inc. was highly involved in the mitigation process throughout all of the aforementioned WSIP phases and provided the following services:

- Prepared NEPA-Environmental Information Document for WSIP Revolving Loan Fund
- Participated in public meetings, environmental exposition, and workshops to inform the public of the expected environmental benefits/effects of proposed WSIP
- Obtained all WSIP environmental regulatory permits
- Identified environmental features for entire WSIP
- Completed wetland delineations/restoration/404 permitting process for 26 wetlands & 86 stream crossings
- Characterized mitigation site baseline conditions

- **Wetland preliminary mitigation planning and conceptual design**
- **Initial 404 permitting, mitigation site selection process, Mitigation Plan development**
- **Designed mitigation site ecological features**
- **Developed mitigation site deed-restrictive covenant**
- **Coordination and processing of required Contingency Plan and Financial Assurances for mitigation site**
- **Developed mitigation site monitoring protocol**
- **Conducted annual mitigation monitoring/submit reports to Corps (2007-2013)**
- **Developed/refined/coordinated annual mitigation site adaptive management (2006-2014)**
- **Developed environmental specifications for Bid Documents for 24 construction contracts**
- **Developed environmental specifications for Bid Documents for wetland mitigation site**
- **Construction Phase Regulatory Compliance Evaluations**
- **Training of 24 Contractors for environmental regulatory compliance**

For nine years, ECO, Inc. has managed ecological restoration activities at the City of Fayetteville's Woolsey Wet Prairie Sanctuary; transforming a severely degraded remnant prairie from 47 plant species to 432 plant species over a nine-year span, with no seeding. Eight of the plant species that re-appeared from the relict seed bank are listed as "species of concern" by Arkansas Department of Natural Heritage.

ECO, Inc. has experience, expertise, and/or a working knowledge of:

- **Adaptive management for the ecological restoration of wetlands and prairies, including prescribed burning, herbicide selection and use, mowing, hydrology controls**
- **Wetland mitigation design and construction**
- **Wetland mitigation site monitoring, including plant species identification and inventories**
- **Development and evaluation of wetland mitigation soils, hydrology, and vegetation performance standards**
- **Development of Wetland Mitigation Plans**
- **Mitigation bank regulations codified at Corps 33 Code of Federal Regulations (CFR) Parts 325 and 332 and the US EPA 40 CFR Part 230**
- **Assessment of Wetland Function and Value using Charleston Method adopted by the Little Rock District Corps of Engineers**
- **Conducting wetland delineations following the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region.**
- **EPA and Corps proposed rule on 03/25/2014 and 03/24/2014, respectively, for clarification of jurisdictional waters of the United States.**

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers.

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 Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS Agreement, dated April 20, 2014 is made by and between CITY OF FAYETTEVILLE, ARKANSAS, acting by and through its Mayor (hereinafter called CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED (hereinafter called ECO) with offices located in Benton, AR.

WHEREAS, CITY established Woolsey Wet Prairie Sanctuary as part of wetland compensatory mitigation requirements under Section 404 Permit 14207 issued by the U.S. Army Corps of Engineers Little Rock District (Corps). The 41.65-acre mitigation site was constructed to offset the permanent alteration of 7.92 acres of wetlands from construction of the CITY's Wastewater Systems Improvement Project (WSIP). Ecological restoration activities via the use of an adaptive management strategy have restored the site to its original tall grass wetland prairie ecosystem that had been degraded for over a century. Recognizing that the site is a unique ecological and recreational resource, and due to Corps regulatory requirements to manage and maintain the wetland compensatory mitigation in perpetuity, it is the CITY's intent to maintain and monitor ecological adaptive management activities at Woolsey Wet Prairie to assure that the site continues to meet ecological performance standards, hereinafter referred to as PROJECT.

WHEREAS, CITY has requested the scope of ECO's services to include PROJECT ecological monitoring and adaptive management environmental consulting services due to ECO's previous site-specific experience with planning, design, construction, management, monitoring, and regulatory requirements; and

WHEREAS, ECO agrees to provide scope of services described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, CITY and ECO, the parties hereto, stipulate and agree that the Agreement for Environmental Consulting Services is hereby executed in the following particulars:

ECO shall serve as CITY's environmental consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of ECO's services. Applicable services shall be performed under the direction of an environmental professional qualified in the particular field.

1.0 - AUTHORIZATION OF SERVICES

1.1 Services on assignment contained herein shall be undertaken upon written authorization of CITY and agreement of ECO.

- 1.2 ECO shall be authorized to perform environmental consulting services in connection with the PROJECT, as hereinafter stated, which shall include normal environmental consulting services incidental thereto.
- 1.3 The environmental consulting services to which this Agreement applies are a part of the PROJECT. ECO shall be authorized to coordinate activities and services with CITY and CITY'S Contractors, and applicable other parties that CITY may contract with for professional services as a part of the PROJECT.
- 1.4 Assignments may include services described hereafter as Basic Services or as Additional Services of ECO.
- 1.5 Changes, modifications or amendments in scope, price, or fees to this Agreement 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.

2.0 - BASIC SERVICES OF ECO

NOW THEREFORE, CITY and ECO agree that ECO shall provide environmental consulting services for City for PROJECT, as follows:

2.1 Part A - Project Administration And Management

a) ECO shall provide the following in association with PROJECT described herein:

- General administration and project management activities;
- Perform project initiation activities;
- Provide environmental regulatory and technical information to CITY and CITY Contractors;
- Meet with CITY and CITY Contractors for information exchange, goal setting, setting timelines, reviewing management strategies and action items;
- Perform ECO's internal project control including budgeting, scheduling, and quality control activities.

b) Part A applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part A services beyond 2014.

2.2 Part B- Annual Ecological Restoration Monitoring of Existing Mitigation Site

a) ECO, Inc. shall conduct qualitative monitoring activities twice annually. The spring monitoring event is typically conducted in June and the fall monitoring event is typically conducted in October or November. The scope shall include maintaining cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled. The total plant species richness is to be observed and documented for

each of the wetland cells, and the total mitigation site plant species richness is to be documented and maintained in a historical comprehensive site plant species list.

- b) The locations of concentrated stands of non-native plant species are to be recorded on maps of each of the wetland cells. The locations of rare Arkansas Natural Heritage Commission tracking plant species are to be recorded on maps of each of the wetland cells.
- c) Subsequent to the fall monitoring event, an annual monitoring report shall be developed that is consistent with historical monitoring, management and reporting activities at the site. The report shall document annual monitoring activities and observations, and shall be developed in a format to be used for site adaptive management purposes. Copies of the annual report are to be provided to CITY and CITY's Contractors associated with management of site.
- d) Part B applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2014.

2.3 Part C - Annual Adaptive Management Strategy of Existing Mitigation Site

- a) ECO's scope shall include continued development and implementation of an annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning. ECO will make several site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control. ECO shall oversee selection, scheduling, and coordination of site adaptive management activities and provide guidance pertaining to site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of site.
- b) ECO will provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of site for the purpose of implementation of site management activities that are compliant with site permanent protection measures and restrictions specified in the CITY's Section 404 permit. ECO shall document and maintain records of adaptive management activities implemented at the site and the date of use.
- c) The plant species community at the existing mitigation site evolves on a seasonal basis throughout the growing season and various non-native invasive plant species may emerge and flourish at various times within the growing season. This may vary significantly from year to year. Consequently, it is necessary to continue to make adjustments to the timing and type of vegetation management to be implemented. In general, the types of vegetation management tools include, but are not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species.

- d) ECO will utilize wetland cell maps showing locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities.
- e) ECO shall develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species.
 - ECO shall schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness.
 - ECO shall coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species.
- f) ECO shall develop burn specifications that clearly identify prescribed Burn Contractor responsibilities, as a part of CITY's informal bid process. The burn specifications shall identify:
 - Site preparation prior to commencement of prescribed burn.
 - Notifications prior to commencement of prescribed burn.
 - Burn Contractor responsibilities for implementing measures to keep prescribed fire contained and not escape to non-target areas.
 - Burn Contractor responsibilities for evaluating conditions under which a prescribed burn is to be conducted.
 - Burn Contractor responsibilities for required equipment and trained personnel to conduct the burn.
 - Burn Contractor responsibilities for post-burn "mop up" requirements to assure all embers and sparks are fully extinguished.
 - Burn Contractor responsibilities for conformance with state laws, notifications, and specifications pertaining to the activity.

ECO shall coordinate, schedule, and observe the prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications pertaining to the activity.

- g) Part C applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2014.

2.4 Part D - Development of Credit Tracking Ledger for Surplus Wetland Credits

- a) After several years of monitoring at the mitigation site, ECO observed that the site had achieved a surplus of wetland credits above those required by CITY's Section 404 permit to offset the permanent alteration of wetlands from construction of CITY's WSIP.

In May of 2013, ECO started the process of getting CITY's 404 permit compensatory

mitigation requirements modified to reflect the actual WSIP permanent alterations to wetlands and reduce the number of wetland credits required for compensatory mitigation. ECO met with the Corps to discuss CITY's use of the surplus credits. On September 30, 2013, CITY received correspondence from the Corps stating that the 20.90 surplus wetland credits could be used to mitigate for wetland impacts generated by the City of Fayetteville within the Illinois River watershed, HUC 11110103.

In summary, CITY can use the surplus wetland credits for future CITY infrastructure improvements that involve permanent alterations to wetlands, but cannot sell the surplus credits to outside parties.

It is anticipated that the remaining surplus credits will be used for a multitude of CITY infrastructure projects that will require Corps approval. Consequently, there is a need for CITY to develop a tracking system to maintain an accounting of the use and balance of surplus credits. Formal procedures for development of such a credit accounting system are specified in Title 33 of the Code of Federal Regulations, Part 332.8, as follows:

Accounting procedures must be developed for mitigation banks, and have a provision requiring the sponsor to establish and maintain a ledger to account for all credit transactions. Each time an approved credit transaction occurs, the sponsor must notify the Corps.

The sponsor must compile an annual ledger report showing the beginning and ending balance of available credits and permitted impacts for each resource type, all additions and subtractions of credits, and any other changes in credit availability. The ledger report must be submitted to the Corps as a part of the administrative record for the surplus credits.

b) ECO shall:

- Review applicable 33 CFR Part 332.8 regulations pertaining to wetland credit accounting procedures,
- Develop a draft ledger to include original surplus credits and credit debits from Van Asche Improvements,
- Prepare write up and confer with City regarding surplus credit accounting and reporting procedures,
- Confer with Corps regarding surplus credit accounting and reporting procedures and get concurrence on draft ledger,
- Prepare annual credit balance report for submittal to Corps at end of 2014.

c) Part D applies to May through December 2014. It is unknown at the current time whether or not Part D services will be necessary for January through December 2015. This will be a function of whether or not surplus credit transactions occur during 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2014.

3. - COMPENSATION

3.1 For the Basic Services of ECO described herein, CITY agrees to pay ECO the sum specified below on the Tables 1 and 2 Cost Detail Tables. The total payment shall be a lump sum “not to exceed” amount of **EIGHTY THREE THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$83,766.00)**.

Table 1 - 2014 Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 950.00
Part B- Annual Ecological Restoration Monitoring	\$18,400.00
Part C - Annual Adaptive Management Strategy	\$10,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	\$ 3,240.00
TOTAL	\$33,000.00

Table 1 - 2015 Renewal Option Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 1,723.00
Part B- Annual Ecological Restoration Monitoring	\$20,633.00
Part C - Annual Adaptive Management Strategy	\$28,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	unknown
TOTAL	\$50,766.00

3.2 Fees will be charged on a labor and expenses basis that may not involve any specific allocation to any given Part.

3.3 Agreement will automatically renew for additional 1-year terms upon mutual agreement by both CITY and ECO. CITY may consider annual adjustment of prices and fees limited to an annual adjustment of prices and fees for the remaining terms. Such adjustment must be requested in writing, not less than sixty (60) days prior to the end of the current term. Contract renewals are subject to budget availability.

3.4 For the Scope of Services during the PROJECT described herein, CITY shall pay ECO the sum of the following:

- For time expended by personnel, payment at the ECO standard hourly rates. Such rates include overhead and profit and maybe revised annually.
- For outside expenses incurred by ECO, such as authorized travel and subsistence, including food, lodging, commercial services, and incidental expenses, the cost to ECO plus 10% administrative and processing fee.

3.5 Monthly statements for each calendar month shall be submitted to CITY consistent with ECO’s normal billing schedule. Statements for each calendar month will be submitted in electronic format simultaneously to CITY, followed by signed original document to CITY via US Postal Service. If any portion of ECO’s statement is disputed by CITY,

the undisputed portion shall be paid by CITY by the due date. CITY shall advise ECO in writing of the basis for any disputed portion of any statement.

4. - GENERAL CONSIDERATIONS

- 4.1 During the course of performance of Professional Services described herein, ECO shall maintain (in United States Dollars) the minimum insurance coverage indicated in attached insurance certificate.
- 4.2 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should ECO establish and CITY agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed. Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.
- 4.3 If authorized in writing by CITY Mayor and the City Council and agreed to in writing by ECO, ECO shall furnish or obtain from others Additional Services upon request that are not considered normal or customary Basic Services.
- 4.4 This Agreement constitutes the entire agreement between CITY and ECO and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. This Agreement shall not be modified except in writing signed by and duly authorized representative of the CITY and ECO.
- 4.5 ECO has no control of any regulatory control authority's subjectiveness in regulatory interpretations, the dynamics of environmental regulations, nor the retroactiveness thereof. Additionally, ECO has no control over any actions taken by CITY Contractor's and is therefore not responsible for maintaining compliance with terms and conditions of any environmental regulatory requirement. Observations and recommendations made by ECO in no way guarantees or warranties compliance with environmental regulatory requirements.
- 4.6 Documents, drawings, and specifications prepared by ECO as part of the Scope of Services shall become the property of CITY when ECO has been compensated for all Services rendered, however, ECO shall have the unrestricted right to their use. ECO shall 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 Scope of Services by ECO shall remain the property of ECO.

The CITY and ECO intending to be legally bound, indicate their approval of this Agreement by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

By: Bruce Shackleford
Bruce Shackleford, President

Date: April 20, 2014

CITY OF FAYETTEVILLE

By: Lionel Jordan
Lionel Jordan, Mayor

Date: 5-8-2014

ATTEST:

By: Sondra E. Smith
Sondra E. Smith, City Clerk/Treasurer

Date: 5-8-14

End of April 20, 2014 Agreement for Environmental Consulting Services





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2013

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

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

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Jayme Stallmann PHONE (A/C No. Ext): (501) 778-9162 FAX (A/C No.): (501) 778-0533 E-MAIL ADDRESS: jstallmann@thomasins.net															
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Peerless Indemnity Ind. Co</td> <td>18333</td> </tr> <tr> <td>INSURER B: Cameron Insurance Company</td> <td>15725</td> </tr> <tr> <td>INSURER C: America First Insurance</td> <td>12696</td> </tr> <tr> <td>INSURER D: The Netherlands Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E: Westchester Fire</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ind. Co	18333	INSURER B: Cameron Insurance Company	15725	INSURER C: America First Insurance	12696	INSURER D: The Netherlands Ins. Co.		INSURER E: Westchester Fire		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 13/14 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR		BOP8777430	5/10/2013	5/10/2014	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS		CA800150P	3/1/2013	3/1/2014	BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS					\$
C	UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB					AGGREGATE \$ 1,000,000
	☐ CLAIMS-MADE					\$
	DED ☒ RETENTION \$ 10,000		CU8774331	5/10/2013	5/10/2014	\$
						WC STATUTORY LIMITS OTH-ER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	WC8777830	5/10/2013	5/10/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability		G24136735002	5/10/2013	5/10/2014	Contractors Pollu Liab Agg 2,000,000
						Contractors Pollu Liab Occur 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

Bill McKee/JAYME

ACORD 25 (2010/05)

INS025 (201005) 01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2014

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

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

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Carol Alexander PHONE (A/C No. Ext.): (501) 778-9162 FAX (A/C No.): (501) 778-0591 E-MAIL ADDRESS: caalexander@thomasins.net															
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COVERAGES **CERTIFICATE NUMBER:** Master 2014/2015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR		BOP8777430	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC					
B	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS		CA8001501	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS					
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB					
	☐ CLAIMS-MADE					
	DED ☒ RETENTION \$ 10,000		CU8774331	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC8777830	5/10/2014	5/10/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EX EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability					
			BINDER/PROFESSIONAL	5/10/2014	5/10/2015	Contractors Polli Liab Agg 2,000,000 Contractors Polli Liab Occur 1,000,000

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

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: Bill McKee/CALEX

**AMENDMENT NO. 1
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS AMENDMENT NO. 1 to the Agreement For Professional Environmental Consulting Services, dated May 8, 2014 (the “Agreement”), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with monitoring and ecological adaptive management of CITY’s wetland mitigation site (Site) known as Woolsey Wet Prairie is made and entered into for purposes of continuity of Site wetland habitat status in order to maintain surplus wetland credits generated at Site and due to Corps of Engineers (Corps) regulatory requirements to manage and maintain wetland compensatory mitigation in perpetuity to assure Site continues to meet ecological performance standards.

WHEREAS, this **AMENDMENT NO. 1** is a renewal of the Agreement that included a provision for automatic renewal of ECO’s annual Scope of Services beyond 2014 for additional 1-year terms upon mutual agreement by both CITY and ECO. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the CITY and ECO. All work to be performed prior to issuance of Amendment has been completed.

NOW THEREFORE, the CITY and ECO agree to amend the Agreement for ECO’s Scope of Services as follows:

1. Part A - Project Administration And Management

- a) General administration and project management activities;
- b) Perform project initiation activities;
- c) Provide environmental regulatory and technical information to CITY and CITY Contractors;
- d) Meet with CITY and CITY Contractors for information exchange, goal and timeline setting, reviewing management strategies and action items;
- e) Perform internal project control including budgeting, scheduling, and quality control;
- f) Part A applies to January through December 2015. ECO’s renewal of annual Scope of Services will be reviewed by the City Council and amended upon approval for renewal of Part A services beyond 2015.

2. Part B - Annual Ecological Restoration Monitoring

- a) Conduct qualitative monitoring activities twice annually to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled;
- b) Observe and document total plant species richness for each wetland cell and the total mitigation Site in historical comprehensive plant species lists;
- c) Record locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species on wetland cell maps;
- d) Develop 2015 Woolsey Wet Prairie Adaptive Management Strategy & Monitoring Report No. 9 that is consistent with historical monitoring and management activities at Site in a format to be used for Site adaptive management purposes;
- e) Part B applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2015.

3. Part C - Annual Adaptive Management Strategy

- a) Continued development and implementation of annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning;
- b) Make Site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control;
- c) Oversee selection, scheduling, and coordination of Site adaptive management activities and provide guidance pertaining to Site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of Site;
- d) Provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of Site for the purpose of implementation of Site management activities that are compliant with Site permanent protection measures and restrictions specified in the CITY's Section 404 permit;
- e) Document and maintain records of adaptive management activities implemented and the date of use;
- f) Make adjustments, as necessary, to timing and type of vegetation management to be implemented including, but not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species;
- g) Utilize wetland cell maps showing locations of concentrated stands of non-native plant

species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities;

- h) Develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species;
- i) Schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness;
- j) Coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species;
- k) Develop burn specifications that clearly identify prescribed Burn Contractor responsibilities as a part of CITY's informal bid process. that identify: Site preparation, notifications, and Burn Contractor responsibilities;
- l) Coordinate, schedule, and observe prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications;
- m) Part C applies to January through December 2015. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2015.

4. Part D - Update Credit Tracking Ledger for Surplus Wetland Credits

- a. Site has generated surplus of wetland credits above those required by CITY's Section 404 permit for compensatory mitigation. CITY has received Corps approval to use wetland credits to mitigate for wetland impacts caused by the CITY's infrastructure improvement projects within Illinois River watershed, HUC 11110103;
- b. Under the 2014 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Van Asche Extension Project for submittal to Corps;
- c. It is unknown at the current time, whether or not Part D services will be necessary for January through December 2015, and will be a function of whether or not surplus credit transactions occur. Should 2015 wetland credit transactions occur, ECO shall update wetland credit ledger accordingly for submittal to Corps at the end of 2015;
- d. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2015.

5. COMPENSATION

- a) For the amended Scope of Services described herein, CITY agrees to pay ECO the sum specified below on Cost Detail Table. The total payment shall be a lump sum “not to exceed” amount of **FIFTY THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$50,766.00).**

Amendment No. 1 - 2015 Cost Detail

Amended ECO Scope of Services	Fee Estimate
Part A - 2015 Project Administration And Management	\$ 1,723.00
Part B - 2015 Annual Ecological Restoration Monitoring	\$20,633.00
Part C - 2015 Annual Adaptive Management Strategy	\$28,410.00
Part D - 2015 Update Surplus Wetland Credit Tracking Ledger	\$ 0.00
TOTAL	\$50,766.00

The CITY and ECO intending to be legally bound, indicate their approval of this AMENDMENT No. 1 by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

CITY OF FAYETTEVILLE

By: 
Bruce Shackleford, President

By: _____
Lioneld Jordan, Mayor

Date: January 20, 2015

Date: _____

ATTEST:

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

Date: _____

End of January 20, 2015 Amendment No. 1 for Environmental Consulting Services



CERTIFICATE OF LIABILITY INSURANCE

Tentative Agenda

January 20, 2015

Page 176 of 450

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

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

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Carol Alexander PHONE (A/C, No, Ext): (501) 778-9162 E-MAIL ADDRESS: calexander@thomasins.net FAX (A/C, No): (501) 778-0533															
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Peerless Indemnity Ind. Co</td><td>18333</td></tr><tr><td>INSURER B: Cameron Insurance Company</td><td>15725</td></tr><tr><td>INSURER C: America First Insurance</td><td>12696</td></tr><tr><td>INSURER D: The Netherlands Ins. Co.</td><td></td></tr><tr><td>INSURER E: Westchester Fire</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ind. Co	18333	INSURER B: Cameron Insurance Company	15725	INSURER C: America First Insurance	12696	INSURER D: The Netherlands Ins. Co.		INSURER E: Westchester Fire		INSURER F:	
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INSURER D: The Netherlands Ins. Co.																	
INSURER E: Westchester Fire																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** Master 2014/2015**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR			BOP8777430	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
B	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS			CA8001501	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	☒ SCHEDULED AUTOS						
	☐ HIRED AUTOS						
C	☒ UMBRELLA LIAB						
	☒ EXCESS LIAB						
	☐ DED ☒ RETENTION \$ 10,000			CU8774331	5/10/2014	5/10/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC8777830	5/10/2014	5/10/2015	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			BINDER/PROFESSIONAL	5/10/2014	5/10/2015	Contractors Pollu Liab Agg 2,000,000 Contractors Pollu Liab Occurr 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

Bill McKee/CALEX



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 177 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0002

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 17

PLANTE AND MORAN, PLLC:

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH PLANTE AND MORAN, PLLC FOR INFORMATION TECHNOLOGY SERVICES THROUGH JUNE 5, 2015 IN THE AMOUNT OF \$90,090.00, 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 an extension of the City's contract with Plante and Moran, PLLC for information technology services through June 5, 2015, in the amount of \$90,090.00 and authorizes Mayor Jordan to sign all documents necessary to effectuate that agreement.

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 and made a part hereof.

City of Fayetteville Staff Review Form

2015-0002

Legistar File ID

1/20/2015

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

Don Marr

1/2/2015

Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a Contract and Budget Adjustment with Plante and Moran, PLLC for Information Technology Services in the amount of \$90,090.00

Budget Impact:

1010.1710.5315.00

1010 - General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 53,440.00

Funds Obligated \$ -

Current Balance \$ 53,440.00

Does item have a cost? Yes

Item Cost \$ 90,090.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 90,090.00

Remaining Budget \$ 53,440.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

®MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Mayor Jordan

FROM: Don Marr, Chief of Staff

DATE: January 5, 2014

SUBJECT: Plante Moran Contract Amendment & Budget Adjustment

RECOMMENDATION:

The request is for the City to amend a previously approved agreement with Plante & Moran to provide project management and IT department management services to the City of Fayetteville. As was previously discussed during the original contract approval, the IT Director has been out with a significant health issue and thus created a gap in day to day management needs for the IT Division. Unfortunately our IT Director passed away, and the City began to conduct a search to fill the position. The top candidate and individual being offered the position is unable to relocate and begin work until May 11th, 2015. We continue to have several significant IT initiatives taking place (Website roll out, ERP Selection and Implementation, Helpdesk Services, etc) and it is imperative that we have contract division management services to share the work load until our new hire is in place. We will utilize the salary savings from positions being unfilled in the IT department to pay for the contracted services. The contract services will end once handoff period is complete to the newly hired Director.

BACKGROUND:

The City of Fayetteville entered into an agreement with Plante Moran for services ½ time through 2014. We have used the contract to supplement day to day management of the IT Division with an on-site manager every other week since the beginning of the year with the exception of weekly services through the Capital Planning Process in May. The City still have significant IT projects moving forward, most importantly the ERP System Selection and Implementation, as well as regular daily IT management needs. It was anticipated that a final decision would be made as to the return possibility & date of our IT Director by year end 2014. Unfortunately we lost our IT Director to cancer, and we spent the 4th quarter of the year screening and interviewing potential IT Director candidates. Pursuant to RFP 16-14

2.) INTENT:

- a. The City intends to select a primary contract manager for an initial six (6) month term with renewable options in additional six (6) month increments.

We would like to extend this contract with Plant Moran for another 4 month 1 week increment through June 5th, 2015 to cover the management needs until the final handoff of duties is completed and the newly hired IT Director has begun and worked with Plante Moran to take over all IT initiatives.

BUDGET/STAFF IMPACT:

The contract amendment will utilize approximately 4 months of unfilled position funding IT positions (at \$22,830 per month for four months for a total of \$90,090. The new Director will begin in the 5th month, and the other 2 remaining IT positions will be hired by the new director after assuming their new duties and assessing the department at that time.

The contract rates remains at the "all inclusive" (travel, housing, payroll, etc.) rate as originally quoted and selected by the City of Fayetteville Selection Committee and previously approved by the City Council January 7th, 2013.

Attachments:

Current Plante & Moran Contract Amendment for January 2015 through June 5, 2015.

Resolution 16-14 previously approved by the City Council, previous staff memo, contract, Plante & Moran original proposal



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plante Moran.com

December 18, 2014

Mr. Don Marr
Chief of Staff
City of Fayetteville
113 W Mountain St
Fayetteville, AR 72701

Dear Don:

In 2013, Plante Moran was engaged by the City to provide IT Project and Departmental IT Management for a period of approximately 6 months. The original intent of the proposal was to provide approximately 520 hours. Given the unfortunate illness of the IT Manager, that engagement was extended through the end of 2014. Since the June extension of the contract, the City has been searching for a full time IT Manager. A national recruitment effort took place to fill the role. Of the many applicants, there were very few that met the criteria that the City had set forth: experience with departmental operations, experience with local government, a technical and managerial skillset that included practical experience. A qualified and willing candidate was located during this process, but he has restrictions in place at his current employer that do not permit him to start at the City until Mid-May of 2015.

Dale Vanderford has been the on-site resource to the City during 2014. During that time, he has implemented a project portfolio management methodology; has helped to foster a culture of service and proactive, thinking; conducted a re-organization of the department; assisted in the hiring of three new staff; is in the final stages of coordinating the replacement of the City's aging website; led the effort around the 2015 planning process, both operationally and for capital projects; reduced the project backlog by over 20 projects; and has worked to manage the department during a period of intense change.

Proposal: The IT department made significant gains under Dale's guidance, we propose that the on-site hours be extended again by 462 hours. This will allow IT oversight and project management on a bi-weekly basis through the first half of June, 2015 and provide for a smooth transition to the full time IT manager. This will also allow for the continued implementation of projects, such as completion of the website replacement, completion of the IT re-alignment, implementation of a revised disaster recovery plan, and the upgrade of the Content Management System (CMS).

Below is the proposed schedule of hours to illustrate the on-site times, though they may be adjusted by mutual agreement of Plante Moran and City Management:



Mr. Don Marr
City of Fayetteville

Week	Proposed Hours
------	-------------------

12-Jan	42	est
26-Jan	42	est

9-Feb	42	est
23-Feb	42	est

9-Mar	42	est
23-Mar	42	est

6-Apr	42	est
20-Apr	42	est

4-May	42	est
18-May	42	est

1-Jun	42	est
-------	----	-----

Total Hours	462
(Hours Proposed To Be Added)	462
Estimated Additional Budget Required	\$ 90,090

Our fees for providing assistance to the City of Fayetteville will not exceed \$90,090, comprised of no more than 462 additional planned hours at the previously agreed upon rate of \$195.00 per hour for all of the staff time spent on services related to IT Project and Departmental Management engagement, inclusive of any expenses incurred.

Fees associated with any potential changes to our scope of services and/or other optional assistance as deemed necessary by the City, or future phases to be determined, can be provided at your request at a later date and will not be billed until formally approved, separately, by the City of Fayetteville. All other terms and conditions will remain the same as in the prior contract.

Mr. Don Marr
City of Fayetteville

We appreciate the opportunity to be of continued service to the City. If you agree with the terms of this engagement as described in this letter, please sign the enclosed copy and return it to us.

If you have any questions regarding this proposal, please do not hesitate to contact Dale Vanderford or myself at 800.544.0203.

Very truly yours,
PLANTE & MORAN, PLLC



Adam Rujan, Partner

ACCEPTED:

Lioneld Jordan
Mayor, City of Fayetteville, AR

Date

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

RESOLUTION NO. 16-14

A RESOLUTION TO APPROVE A CONTRACT WITH PLANTE AND MORAN, PLLC FOR INFORMATION TECHNOLOGY SERVICES IN THE AMOUNT OF \$101,400.00

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

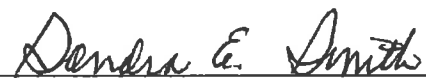
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Contract with Plante and Moran, PLLC for information technology services in the amount of \$101,400.00 and authorizes Mayor Jordan to sign this contract.

PASSED and APPROVED this 7th day of January 2014.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Item Review Form

2013-0242

Legistar File Number

1/7/2014

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

Paul Becker

Submitted By

Finance

Department

Action Required:

Approval of an information technology project and management services contract with Plante & Moran, PLLC.

Does this item have a cost?

☐

\$101,400.00

Cost of this request

\$150,000.00

Category or Project Budget

Program or Project Name

4470.9470.5315.00

Account Number

Funds Used to Date

Program or Project Category

14001-1

Project Number

\$48,600.00

Remaining Balance

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached?

☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:



12-19-13 22 5140

dmw

[Signature] 12-19-13

Paul A. Becker 12-19-2013

[Signature] 12-19-13

[Signature] 12/20/13



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

NON-AGENDA ITEM MEMO

To: Mayor Jordan

Thru: Don Marr, Chief of Staff

From: Paul A Becker

Date: December 18, 2013

Subject: Information Technology Project Implementation & Management Services Contract

PROPOSAL:

This request is for the City to enter into an agreement with Plante & Moran to provide Project Management Services to the City. During the 2014 Budget discussions this project was discussed with the Council. As was discussed during the budget, the IT staff has been very short staffed this year and those staffing issues will continue into 2014. In addition the division is in the process of a major project that changes the City's e-mail platform from Novell GroupWise to Microsoft Outlook. The project also includes the implementation of Microsoft 365 and upgrading of Microsoft Office to the latest version. In addition to that project, a telecommunication project which changed the communication carrier from AT & T to Cox Communications was implemented but work on that project remains. We also have other projects planned in the future such as a new ERP system.

This project will support the IT division in the implementation of projects and provide management advise on future projects.

RECOMMENDATION:

Staff recommends that the proposed contract with Plante & Moran, PLC to provide Project Implementation & Management Services be approved.

BUDGET IMPACT

Funds for this project was approved in the 2014 budget. The cost of this request is \$101,400 of the total budget approved which was \$150,000.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH PLANTE AND MORAN, PLLC FOR INFORMATION TECHNOLOGY SERVICES IN THE AMOUNT OF \$101,400.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Contract with Plante and Moran, PLLC for information technology services in the amount of \$101,400.00 and authorizes Mayor Jordan to sign this contract.

PASSED and APPROVED this 7th day of January 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: RFP 13-16, Information Technology Project Implementation & Management Services

Contractor: Plante & Moran, PLLC

Term: 1 year

This contract executed this 7th day of January, ~~2013~~ ²⁰¹⁴, between the City of Fayetteville, Arkansas, and *Plante & Moran, PLLC*. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for Information Technology Project Implementation & Management Services

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 13-16 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to *Plante & Moran, PLLC*; and

WHEREAS, *Plante & Moran, PLLC* has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. IT Support Services , as requested and more specifically outlined in the RFP, this agreement, and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service: Services shall be performed in a timely manner, as specified in the RFP and attached in Appendix A.

3. Term of Agreement: Services performed pursuant to this Contract shall commence upon execution of this agreement and continue until project is complete, unless canceled or terminated within thirty (30) days written notice by either party.

4. Amendment of Contract: This Contract may be amended only by mutual agreement of the parties.

5. Assignment and Subcontracting: *Plante & Moran, PLLC* shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, *Plante & Moran, PLLC* shall provide written notice to the City within thirty (30) business days of such notice of 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 Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation: The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days notice to *Plante & Moran, PLLC* of the intent to cancel, or with cause if at any time *Plante & Moran, PLLC* fails to fulfill or abide by any of the terms or conditions specified.

Failure of the *Plante & Moran, PLLC* to comply with any of the provisions of this 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.

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 services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify *Plante & Moran, PLLC* of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

7. Compensation: As compensation for *Plante & Moran, PLLC* providing services to the City as described herein, the City shall pay *Plante & Moran, PLLC* in arrears, based on the submission of invoices for work completed and properly authorized. City shall pay *Plante & Moran, PLLC* in an amount not to exceed \$101,400.00, based on a blended consulting rate of \$195 per hour, inclusive of all travel expenses, at an estimated 520 hours. In the event services are provided which do not require travel, the rate shall be less than \$195 per hour as negotiated.

8. Permits & Licenses: *Plante & Moran, PLLC* shall secure and maintain any and all permits and licenses required to complete this contract.

9. Minimum Insurance Requirements: *Plante & Moran, PLLC* shall maintain insurance in at least the amounts required in the RFP throughout the term of this contract. *Plante & Moran, PLLC* must provide a Certificate of Insurance in accordance with the insurance requirements listed within the RFP, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this contract. *Plante & Moran, PLLC* shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as *Plante & Moran, PLLC*.

10. Indemnification: *Plante & Moran, PLLC* shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said *Plante & Moran, PLLC*; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of *Plante & Moran, PLLC*; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by *Plante & Moran, PLLC* represents specific consideration for this indemnification obligation.

11. Governing Law & Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

12. Severability: The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

13. Scope of Work: Scope is further defined in detail with Appendix A of this contract:

Services required include assistance to the staff in the evaluation and resolution of problems on current projects. Services would also include new projects assigned by the Chief of Staff and/or the Finance and Internal Services Director of the City. Essentially the services required will require an on-site contract project manager. The contract project manager would both assist staff in problem evaluation and solution as well as assist in the implementation of new projects. The contract manager would be the working manager. Services would also include assisting the Chief of Staff and the Finance and Internal Services Director in the evaluation and solution of new problems encountered as well as advice on long range planning for the Information Technology (IT) Department.

14. 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.

15. Freedom of Information Act: 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, *Plante & Moran, PLLC* 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.

16. Documents Comprising Contract: The contract shall include this Agreement for Information Technology Project Implementation & Management Services and attached Appendix A, as well as the following documents, which are incorporated herein by reference:

- 1) City of Fayetteville's Request for Proposal and all of its addenda and attachments issued in reference to RFP 13-16;
- 2) *Plante & Moran, PLLC* 's Certificate of Insurance as required, listing the City as an additional insured;
- 3) *Plante & Moran, PLLC*'s Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS 7 DAY OF January, 2014

PLANTE & MORAN, PLLC

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Ad Rj
Adam Rujan, Partner

Lionel Jordan
LIONELD JORDAN, Mayor



ATTEST: [Signature]
Company Secretary

ATTEST: Sondra E. Smith
Sondra Smith, City Clerk

27400 Northwestern Hwy
Business Address

Southfield, MI. 48037
City, State & Zip Code

Date Signed: 01-09-13

Date Signed: 12-18-13

of which the Proposer 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 Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

- a. A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal 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. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers 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.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal 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 Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(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 services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers 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. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer 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 RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

17. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving sixty (60) 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.

18. 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 Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- 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 RFP, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFP 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-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. 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.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

22. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

23. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification 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 Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer'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.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). 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 Proposers to be on equal terms.**
- f. 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@ci.fayetteville.ar.us) 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.

- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP 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 RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled 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.
- j. The successful Proposer 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 Proposer 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 Proposer 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.
- k. The successful Proposer'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 Proposer 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.

1. The following documents are included with this solicitation: N/A

City of Fayetteville
RFP 13-16, IT Support Services
SECTION B: Scope of Services and General Information

- 1.) **OVERVIEW:** The City of Fayetteville is seeking proposals to provide support services to the City's IT function. Services required include assistance to the staff in the evaluation and resolution of problems on current projects. Services would also include new projects assigned by the Chief of Staff and/or the Finance and Internal Services Director of the City. Essentially the services required will require an on-site contract project manager. The contract project manager would both assist staff in problem evaluation and solution as well as assist in the implementation of new projects. The contract manager would be the working manager. Services would also include assisting the Chief of Staff and the Finance and Internal Services Director in the evaluation and solution of new problems encountered as well as advice on long range planning for the Information Technology (IT) Department.

The services requested will require previous hands on experience with hardware and software currently being used by the City of Fayetteville. Proposals should contain an all-inclusive hourly rate.

2.) **INTENT:**

- a. The City intends to select a primary contract manager for an initial six (6) month term with renewable options in additional six (6) month increments.
- b. The City desires to contract with experienced personnel to optimize the City's operation needs in a timely, highly skilled, and productive manner.

3.) **CURRENT TECHNOLOGY INFRASTRUCTURE:**

- a. AS400 for central processing
- b. 28 sites exist on the City's network
 - i. Eight (8) are connected through a fiber network
 - ii. Nineteen (19) are on a leased TELCO connections
 - iii. One (1) is connected using site-to-site VPN across the internet

4.) **CURRENT TECHNOLOGY APPLICATIONS:**

- a. New World System (ERP): The City is running New World System on an AS400 platform which was initially installed in the 1990's. It is the City's intent to purchase and implement a .net solution in the near future; however, a new system has not been procured at this time.
- b. Electronic Data Management System: used for document imaging and management
- c. Hansen Asset Management: Used for several different purposes including generation of work orders, permitting, and in some cases inventory tracking. Currently, the City is using version 7.77 which is being run on a Microsoft SQL server.
- d. The City maintains a website using WEB 1.0 technology.
- e. The City is currently in the process of migrating email platforms from Novell GroupWise to Microsoft Office 365 including upgrading all users to Office 2013. (Current major project).
- f. The City uses NovaTime for time and attendance both to schedule and monitor work hours.

5.) **SCOPE OF WORK:** In serving this contract, the selected entity will be expected to perform said scope of services as assigned:

- a. Proposer will provide the City with hands on consulting and related professional services for any and all projects specified by the City during the contract period. Proposer shall provide written or oral progress reports as requested by the City.
- b. Awarded Proposer shall be on site as needed within the work week. Amount of time on-site is flexible as long as contract needs are being properly taken care of.
- c. The City estimates approximately 520 hours over the first six (6) month term.

- d. Current major project includes assisting and helping the IT Department manage the e-mail conversion from GroupWise to Outlook.
- e. Provide good customer service to both internal and external customers.
- f. Respond to common inquiries or complaints from users.
- g. Assist in the development of IT applications and business processes in view of evolving technology.
- h. Provide regular weekly and monthly updates to the Chief of Staff and Chief Financial Officer as to the progress of projects, resolution & work plans for problem resolution of issues that arise from the daily operations of the City business & outlines of IT Division priorities outlined for the immediate work period.

6.) PROPOSAL SUBMITTAL: In responding to this request, firms should include the following information in addition to other requested information and pertinent company information related to the selection criteria:

- a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page
- b. **References:** A client reference list for which similar work has been performed within the past five (5) years.
- c. **Experience:** Provide a general description of the firm, its history, primary types of work, organizational structure, etc.
- d. **Fees:**
 - i. State **hourly fee** to be charged for services. Fee shall be all inclusive and include all travel, relocation, services, etc. The City shall not pay additional travel expenses. See also fees discussed in the Signature Submittal section.
- e. **Company:**
 - i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.
 - ii. **Company Principals:** Provide a brief biographic overview of the Company's key principals.
 - iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.
 - iv. **Company Organization:**
 - 1. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
 - 2. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.
- f. **Personnel:**
 - Staff:** The Proposer shall provide a description of how work will be assigned to effectively facilitate the requirements of this project.
 - i. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel/person intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
 - Position Title
 - Tenure with Proposer

- Experience
- Other related information

7.) CONTRACT FORMATION:

- If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

8.) PROPOSAL CONTENT:

- Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes.

9.) TERM OF CONTRACT:

- The initial term of the contract shall be for a six (6) month period. The contract shall be renewable by mutual consent, on a mutually agreed basis. The contract may be terminated by either party by giving the other party written notice of such intent not less than thirty (30) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered. The City reserves the right not to use the "primary" contract solely. The City reserves the right to contract with any firm responding to this request, based on specific project needs and experience needed.

10.) DEMONSTRATION & ORAL PRESENTATION:

- Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

11.) ANTICIPATED PROJECT TIMELINE: *subject to change*

Date	Time	Description
Tuesday, October 15, 2013	N/A	Advertisement for RFQ
Friday, November 01, 2013	Before 2:00 PM	Deadline to submit a Proposal
Tuesday, November 12, 2013	N/A	Contract negotiations finalized and contract signed by Vendor
Friday, November 15, 2013	4:00 PM	Internal deadline for packet to be turned into City Clerk's Office for 12/03/13 City Council Meeting
Tuesday, November 26, 2013	4:30 PM	Agenda Session for 12/03/13 City Council Meeting
Tuesday, December 03, 2013	6:00 PM	City Council Meeting to consider contract

- 12.) SELECTION CRITERIA: SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.

- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff. This section of the evaluation criteria includes the amount of work presently underway for your firm; please present this in submittal.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Price:** Complete hourly fee to the City for all services described herein including but not limited to fees for services, travel, lodging, re-location fees, etc.

City of Fayetteville
RFP 13-16, IT Support Services
SECTION E: Signature Submittal

1. Disclosure Information

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICE BID: Firm proposes the following all inclusive hourly rate. Rate includes all expenses to the city including but not limited to services, travel, overhead, re-location, etc. The City shall not pay additional fees outside of contracted hourly rate for the services listed in this RFP. In the event of contract extension or renewal, the number of hours will be increased.

Item	Description	Estimated Quantity (# hours in 6 months)	Proposed Hourly Rate	Total Fee for 6 months
1	IT Services as described	520	x \$ _____	= \$ _____

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

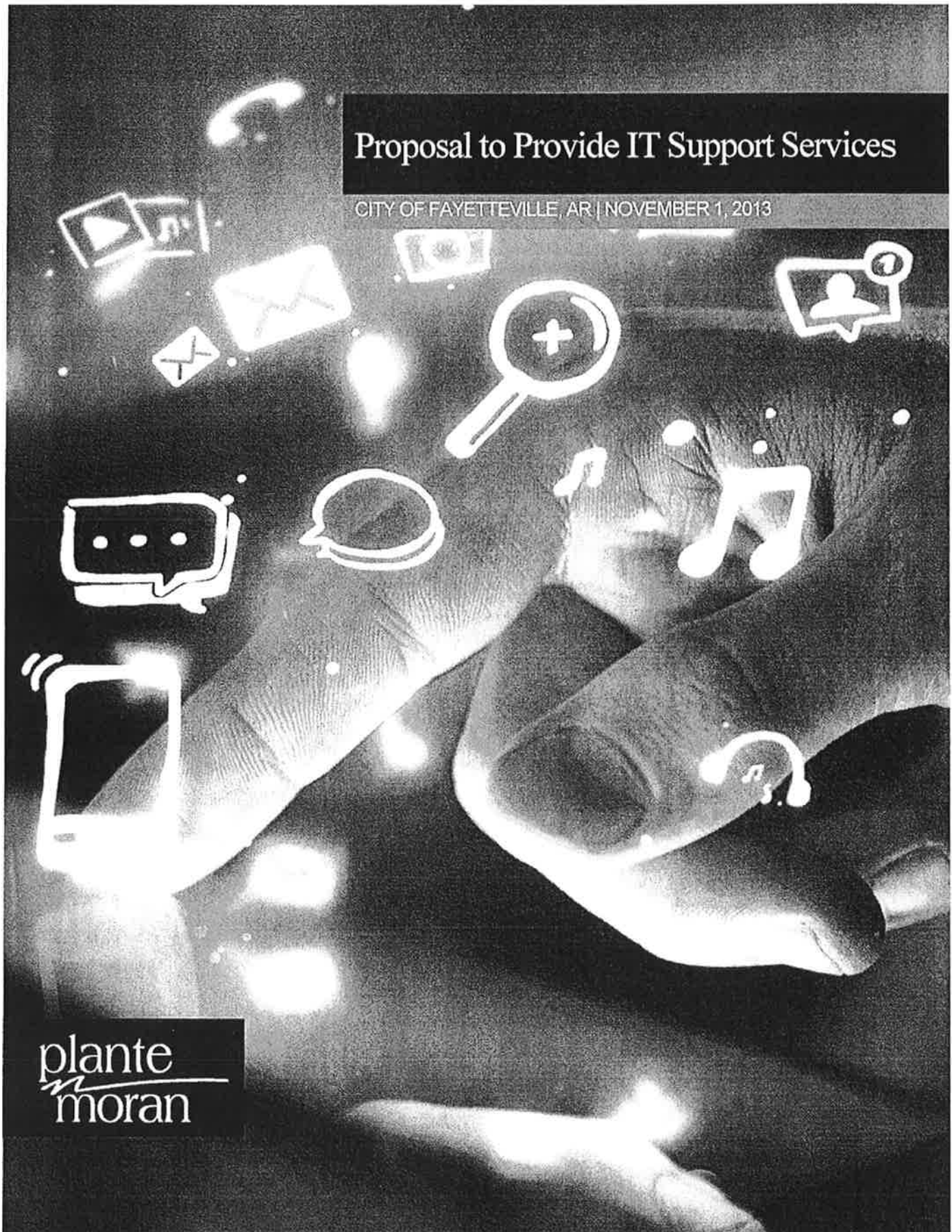
SIGNATURE: _____

TITLE: _____

DATE: _____

Proposal to Provide IT Support Services

CITY OF FAYETTEVILLE, AR | NOVEMBER 1, 2013



plante
moran



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

November 1, 2013

Ms. Andrea Foren, CPPO, CPPB
City of Fayetteville, AR
113 W. Mountain – Room 306
Fayetteville, AR 72701

Dear Ms. Foren:

Plante & Moran, PLLC (Plante Moran) is pleased to respond to your Request for Proposal to provide IT Support Services to the City of Fayetteville, AR. We understand that the City is seeking proposals to provide support services to the City's IT function, including assistance to the staff in the evaluation and resolution of problems on current projects. We understand that the services requested will require previous hands on experience with hardware and software currently being used by the City. We are confident that we have a deep understanding of many of the City systems that would be impacted by this contract, including:

- New World Systems (ERP); reviewed as part of the 2010 IT Assessment
- Electronic Data Management System (EDMS); reviewed as part of the 2010 IT Assessment
- Hansen Asset Management; reviewed as part of the 2010 IT Assessment

In addition, Plante Moran assisted the City in soliciting and analyzing vendor proposals for the Microsoft Office 365 initiative. Overall, we feel that our past experience and knowledge of City operations, coupled with our deep project management experience and industry knowledge expertise would help the City effectively implement the important IT projects as defined in the City's project portfolio.

As part of our proposal, we are offering the City an experienced information technology leader, Mr. Dale Vanderford. Dale was Director of Technology and Operations for Washtenaw County, Michigan and spent his last two years prior to joining Plante Moran on implementing and managing the consolidation of the network infrastructure teams and data centers for Washtenaw County and the City of Ann Arbor, MI. Prior to that, Dale managed the operation and management of the County's IT department, a \$9 million, 30 person department. During Dale's tenure in the department, several infrastructure upgrades occurred, including the construction of a 90 mile fiber optic network, two data center moves, several new buildings were brought online, two Microsoft Exchange Upgrades, and the implementation of an Asset management system was completed. There were also several sizeable software selections and implementations, including an ERP System, document management, video surveillance software, and the changing of a Police Records Management system (New World Systems, running on an A/S 400) that coordinated the changing of Police records in 9 separate jurisdictions to one single package. During Dale's tenure, the department consistently received national accolades, including several consecutive year appearances on the Digital Counties Survey top 10 and two consecutive years on CIO Magazine's Top 100 IT departments list. Dale joined the Plante Moran staff in 2011.

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

Plante Moran was founded as a professional services firm in 1924. We have been specializing in assisting municipalities with technology matters for over 30 years. Some highlights of our practice include:

- Significant and recent experience in conducting Project Management, Information Technology Assessments and related Technology Consulting for municipal clients including current and recent engagements for the following entities

- | | |
|-------------------------|-------------------------|
| ○ City of Chandler, AZ | ○ Muskegon County, MI* |
| ○ Ottawa County, MI | ○ City of Carlsbad, CA |
| ○ Town of Hempstead, NY | ○ Washtenaw County, MI* |
| ○ Johnson County, KS* | ○ City of Mesa, AZ* |
| ○ Waukesha County, WI* | ○ Oakland County, MI* |

** – denotes organizations that have been recognized by the Center for Digital Government as winners for their respective populations served*

- Within the public sector, we are independent from all hardware, software and communications products and solutions allowing us complete independence when recommending solutions for our public sector clients.
- Significant expertise in the area of IT Governance. In fact, our proposed Project Director, Adam Rujan, has recently contributed a chapter on the topic to a recent PTI published book.
- Active participation in numerous organizations serving the technology needs of our municipal clients including Public Technology Institute (PTI), Government Management Information Sciences (GMIS) and Governmental Finance Officers Association (GFOA)

Our proposed team blends the technology and municipal operations knowledge with seasoned, consultants to work on this important initiative. We believe that based upon these experiences and the quality of our proposed team, we are well qualified to provide objective and project management services to the City.

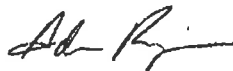
If you have any questions concerning this proposal, please contact:

Mr. Adam Rujan, Partner
27400 Northwestern Hwy.
Southfield, MI 48037-0307
Phone Number: 800.544.0203
adam.rujan@plantemoran.com

Mr. Rujan is authorized to contractually bind the Firm. Plante Moran has provided our standards terms and conditions for the City's review. Our proposal is valid for 90 days from the response date.

Very truly yours,

PLANTE & MORAN, PLLC



Adam Rujan, Partner

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

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1. References

City of Fayetteville, AR

Mr. Paul Becker
Finance Director
113 West Mountain Street
Fayetteville, AR 72701
479-575-8330
pbecker@ci.fayetteville.ar.us

Information Technology Assessment, Strategic Planning & Implementation

Conducted an Information Technology Assessment for the County that included a review of all aspects of organization, administration and use of technology within the County. As part of the engagement we conducted IT departmental interviews, interviews with all County staff departments, an end-user survey of all County staff and a benchmarking survey of peer County organizations from across the country. Specific areas of focus included IT governance, IT organization structure, enterprise resource planning (ERP), line of business applications (e.g., GIS, courts, etc.), cost allocation methodology, IT infrastructure, project management approach, project portfolio management and identifying opportunities for alternative delivery of services.

Muskegon County, MI

Mr. Eric Stevens
Circuit Court Administrator
141 E. Apple Avenue
Muskegon, MI 49442
(231)724-6293

StevensEr@co.muskegon.mi.us

ECM Software Selection

Assisted the County in the selection of a new Electronic Content Management Software solution. Activities included conducting of interviews, RFP development, proposal analysis and assistance to the County in the due diligence process of reviewing various solutions.

ECM Implementation Management Assistance

Currently assisting the County in the implementation of a new Electronic Content Management Software solution by providing project management assistance, including PMO support, project administration, and business analysis services.

Ottawa County, MI

Mr. Alan Vanderberg
County Administrator
Fillmore Street Complex
12220 Fillmore Street
Room 310
West Olive, MI 49469
616-738-4068

avanderberg@miottawa.org

IT Assessment

As a continuous improvement effort, conducted an Information Technology Assessment that included a review of all aspects of the organization, but specifically focused on creating a roadmap for readying the organization to adopt emerging technologies. Examined the current department technologies process and staffing and provided a 5-year technology plan that will enable the department to embrace the current trends in technology and those that are still evolving. The engagement also included an assessment of the current technologies in use as well as an analysis of the opportunities available for collaboration with other entities such as other cities, townships, villages, and school districts. Specific areas of focus included Organizational Support Structure, Infrastructure, IT Governance, and plan for adoption of new technologies.

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City of Carlsbad, CA

Ms. Cynthia Haas
Deputy City Manager
1200 Carlsbad Village Dr.
Carlsbad, CA 92008
760-434-2829

IT Assessment

Assisted the City with an information technology assessment and evaluation of IT sourcing options. Activities include conducting an assessment in the areas of organization, administration, infrastructure, and enterprise applications. Compiled interim issues and opportunities and cost savings opportunities and presented these to City management. Conducted comparative research of similar organizations. Prepared a cost of services analysis relative to IT services. Presented IT assessment results and plan to the City management.

City of Mesa, AZ

Ms. Diane Gardner
Chief Information Officer (CIO)
200 South Center Street
Building 2
P.O. Box 1466
Mesa, AZ 85211-1466
480-644-3449

ERP Implementation Management Assistance

Assisted the City in the implementation of the selected ERP solution as part of the city's project management office (PMO). Also had direct project management responsibility for a number of implementation teams.

City of Colorado Springs, CO

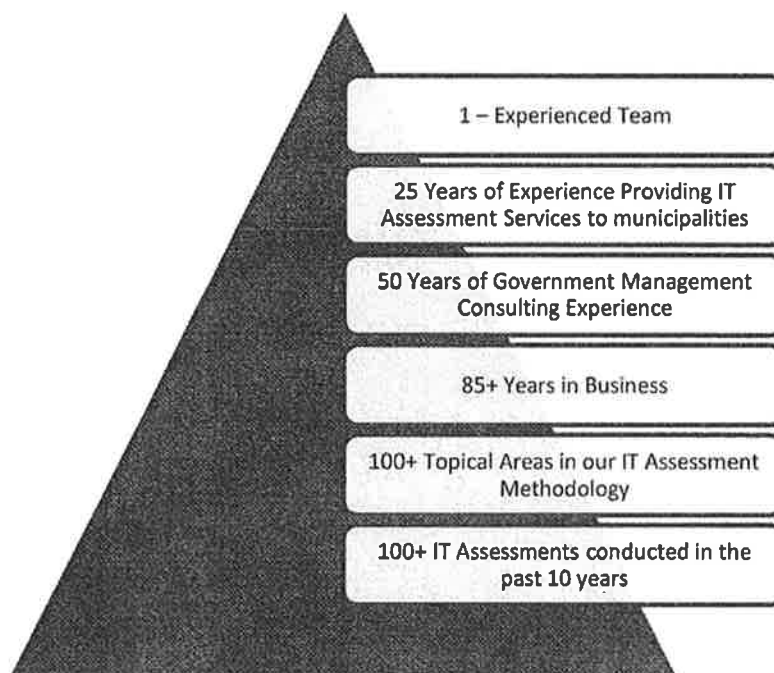
Mr. Jesse James
Interim CIO
30 S. Nevada Ave.
Colorado Springs, CO 80903
719-385-5767

IT Assessment

Assisted the City with an information technology assessment and evaluation of IT sourcing options. Activities include conducting an assessment in the areas of organization, administration, infrastructure, and enterprise applications. Compiled interim issues and opportunities and cost savings opportunities and presented these to City management. Conducted comparative research of similar organizations. Prepared a cost of services analysis relative to IT services. Presented IT assessment results and plan to the City management.

2. Experience

Summary



Plante Moran Background and Experience

Founded in 1924, Plante & Moran, PLLC (Plante Moran) is the twelfth largest management consulting and public accounting firm in the United States. Plante Moran operates as a partnership. Plante Moran's staff of over 1,600 persons is organized into four major service areas: Management Consulting, Accounting and Auditing, Tax Consulting, and Personal Financial Planning Services.

Over the past several years, Plante Moran has continually expanded the scope and experience of its Management Consulting Services Group. The firm is committed to continuing this growth by retaining and attracting qualified professionals to provide the broad range of management and technical services that are necessary to effectively serve the needs of our clients.

Plante Moran takes great pride in the quality of services it provides to its clients. We have a rigorous set of quality controls designed to provide assurance that professional standards are followed and our clients receive a high quality product. Plante Moran takes equal pride in our people and our professional work environment. Some of the facts about our firm that we are proud of include:

- Our partnership group is comprised of 19% women, which is the highest percentage of female equity partners among the nation's largest public accounting firms, according to CPA Personnel Report, a national public accounting trade publication.
- Staff turnover rate below 15% which is significantly lower than that of other national public accounting firms.

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

- The firm has been named to Fortune Magazine's "100 Best Companies to Work for in America" for the last 14 years.
- The firm is ranked 55th on list of Training magazine's "Top 100 Training Organizations"
- Plante Moran's Management Consulting Group, consisting of over 125 dedicated consultants, is a versatile, full service consulting organization with a proven track record for providing quality professional services.

Our emphasis and commitment to management consulting has resulted in the extension of the consulting practice into all major aspects of government and education addressing our clients' unique needs related to information technology, security, compliance, and policy.

Plante Moran has become a leader in providing services to governmental organizations. At present, we work with well over 200 County and local governments. Our professionals have made substantial commitments to working with local, County and state government agencies. Our extensive experience with governmental clients has enabled us to assemble a project team that we believe is uniquely qualified to perform the proposed project.

Government Consulting Services Overview

Plante Moran has assumed a leadership role in providing consulting services to governmental entities. The range of services we provide includes the following:

- | | |
|---|---|
| • Information Technology Consulting | • Human Capital Management and Development |
| • Communications & Networking Services | • Market Research Services |
| • Project Management and Oversight | • Business Planning and Feasibility Analysis |
| • Operations Analysis | • Employee Benefits Analysis |
| • Consolidation Studies | • Assurance Services |
| • Organizational Planning and Development | • Real-estate, Design and Construction Consulting |
| • Financial Management Services | |

Plante & Moran's management consultants have made a significant commitment to assist governmental clients develop and implement appropriate technology. The services we offer address virtually all aspects of information systems including:

- Information Technology Assessments including:
 - Organization
 - Administration
 - Technology
- Strategic Information Technology planning
- Communications and networking including:
 - WAN/LAN architecture and development
 - Network analysis and optimization
 - Telecommunications
 - Voice/data/video integration

PROPOSAL TO PROVIDE IT SERVICES

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- Performance assessment
- Bandwidth utilization
- Security assurance including:
 - Information system reviews
 - System trust services
 - Network security reviews
 - SAS/70 reviews
- Solution delivery including:
 - Needs assessment
 - Cost benefit analysis
 - Requirements definition
 - Software selection
 - Contract negotiations
 - Process improvement
 - Implementation management
- Outsourcing analysis
- e-Government Strategy and development
- Technology management
- Project management

We have developed significant research capabilities to assist our clients in new and emerging technologies and issues. In addition, our consultants are very active in making presentations to a variety of governmental organizations on current issues. Our library of resource materials is readily available to our consultants to effectively satisfy our clients' unique needs.

Like many technology project management projects the firm has conducted, clients typically have particular areas of interest to be explored. Our qualifications and capabilities in areas of interest likely to be reviewed as part of the project with the City are as follows:

Area of Interest	Firm Qualifications
Infrastructure	Our Communications and Networking practice includes staff who have been involved on IT planning and assessment projects to conduct a full assessment of IT infrastructure including hardware, data, communications, networking, server, storage and data center environments.
Disaster Recovery	Our Security Assurance practice includes staff who are focused on the development and/or review of Disaster Recovery, Business Continuity and COOP plans.

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Area of Interest	Firm Qualifications
Help Desk / ITIL	Our staff have significant experience in conducting help desk assessments and performance metric development. Additionally, we have staff who are ITIL V3 Foundation Certified.
Project and Task Management	Our staff have significant background in project management procedures, methods and tools. We use project management techniques and supporting tools on our technology planning initiatives that are covered in more detail in our project work plan. This includes the use of MS Project and MS SharePoint as a collaborative environment for managing client projects.
Industry Standards	Our Operations Improvement practice within the firm has significant experience in the development and deployment of Balanced Scorecard programs for our clients more specifically in the Manufacturing sector. Our governmental consulting staff have implemented a number of these concepts for our clients although not specifically under the mantra of Balanced Scorecard to include the establishment of metrics for measuring IT performance and the tools and methods for monitoring and reporting on these metrics.
Internet / Intranet	Our Web Services group has experience in developing e-government strategies and significant experience in deploying both Internet and Intranet sites for public sector clients. Additionally, our web assessment projects include the review of a City's overall approach towards Internet, Intranet, e-government, portals and Web 2.0 technologies. Through our involvement at PTI we have also been exposed to creative uses of web technologies by other governmental jurisdictions.
Policies and Service Level Agreement	Our staff have significant experience in the review of IT policies, procedures and service level agreements. Through numerous projects that we have conducted over the last several years we have developed a repository of IT policies and procedures used by other municipal jurisdictions.

Overall, our approach to each consulting engagement is structured to provide the services and level of professional support required to meet the individual needs of the client. Although we have developed well-defined methodologies for conducting consulting engagements, we do not attempt to impose a rigid structure onto each assignment. Rather, we attempt to understand the fundamental challenges and opportunities of our clients and develop an approach that addresses those particular conditions.

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3. Fees

Our fee is based on our blended consulting rate of \$195 per hour. This hourly rate is all inclusive and will include all travel and other incidental expenses. At a total of 520 hours, this equates to a total cost for this effort of \$101,400.

These services are expected to commence about January 1, 2014 and continue for 6 months. We anticipate that Mr. Vanderford will be on site every other week, or some other mutually agreeable schedule.

Additional Plante Moran experts can be made available, on an, as needed, and requested basis at this same cost.

4. Company

Experience

Plante Moran has been providing software selection and implementation consulting services to governmental clients for the last thirty years. We provide the full-range of services related to the planning for, selection, contract negotiations and implementation of new technologies and processes for municipal governmental software.

The following matrix identifies desired consultant capabilities, skills and core competencies required as part of this engagement and how our firm matches up against these criteria:

Required Capabilities	Plante Moran Match
1) Experience with governmental systems and implementations with a scope similar to the City's size of project.	Our firm has been involved in assisting governmental clients in the selection and implementation of technology solutions for over 30 years including clients of comparable size and complexity to the City.
2) Strong written and oral communications skills that engage the entire team and maintain efficient communications and decision-making throughout the engagement. The City requires candidates with experience giving technical or executive presentations and practicing disciplined documentation throughout the entire process.	All of the senior staff assigned to the project regularly communicate with Councils, Commissions and Boards and senior management within governmental organizations either as part of the facilitation of projects for the client or in giving oral presentations presenting the results of a project.
3) Ability to form effective working relationships with management, supervisory, operational, and technical personnel from the City, other involved vendors, and any other stakeholders engaged in the success of this project.	Our selection process is a very participatory one that includes senior management, technical staff, operational staff, outside vendors and other relevant stakeholders. We are very adept at working with all of these constituencies.
4) Ability to take direction and then work without immediate supervision to stay focused on meeting the City's requirements with high satisfaction.	Our team includes staff that are experienced and self-motivated requiring little direction while able to lead the project or phases they are responsible for.
5) Demonstrate a willingness to implement innovative program and project management methodologies, approaches and tools.	We regularly look for innovative ways in which to deliver our services in a more efficient and effective manner through the use of newer technologies and methods. For example, as a standard part of all projects performed we provide a collaboration center (e.g. MS SharePoint) in which to manage all activities on the project that is accessed by the client and our team.

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Required Capabilities	Plante Moran Match
6) Highly disciplined, focused leader, who can effectively assess project risk and take action to mitigate risks.	Staff assigned to the project are experienced in these types of projects and use project management methods including regular assessment of project risk. Furthermore, our significant experience in the selection and implementation of software solutions has resulted in our ability to identify risks common to these types of projects, early in the project.
7) Ability to consistently meet deadlines while exercising strong project and fiscal controls.	Our staff are committed to meeting deadlines that are established by the client for an engagement while meeting both quality and fiscal controls.
8) Professional behavior and appearance.	Plante Moran has a very rigorous hiring process to ensure that there is a fit between the individual and the core values of the firm that stress services to the client in a professional manner.
9) Ability to provide clear direction to multiple stakeholders and hold them accountable for producing the required results.	At the start of the project, we engage the various stakeholders on the project that will be required to provide input during the process to articulate what we will need from them and when. This information is captured in a Project Charter that is developed at the start of the project.
10) Passion for escalating issues appropriately to ensure quick problem resolution.	The process used on our projects ensures that any outstanding issues are quickly escalated such that delays in the project do not occur. This escalation process is defined during the early stages of the project. Furthermore, we will regularly conduct project reviews with client management to identify and discuss outstanding issues and risks.
11) Proven ability to organize large projects, structure the processes for change management, risk management and project controls.	Our staff is adept on the various aspects of managing and delivering large-scale information technology projects within the public sector. We are well aware of both the technical and organizational challenges in implementing a new system and regularly counsel our clients on various dimensions and related to the fact that implementing a new system will affect people, process and technology.

The following list provides a description of the municipal IT projects that our firm has performed over the last several years. Several of these past clients are provided as references in *Section 2* of this proposal response.

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Client Name	Project Title	Project Date
City of Pueblo, CO	ERP Due Diligence and Implementation Management Assistance	Mar 2013 – Present
Cape Fear Public Utility Authority, NC	ERP Needs Assessment	Mar 2013 – Present
Village of Northbrook, IL	ERP Selection	Mar 2013 – Present
New Braunfels Utilities, TX	ERP Needs Assessment and Selection	Dec 2012 – Present
City of Grand Rapids, MI	ERP Needs Assessment and Selection	Nov 2012 – Present
County of Sumner, TN	ERP Needs Assessment and Selection	Aug 2012 – Present
City of Ann Arbor, MI	HR/Payroll Software Assessment	Jul 2012 – Dec 2012
City of Corpus Christi, TX	ERP Selection	Jul 2012 – June 2013
Town of Jupiter, FL	Utility Billing and Enterprise Assessment Management Software Selection	May 2012 – Nov 2012
City of Hallandale Beach, FL	ERP Selection	May 2012 – Present
City of Columbia, MO	ERP Needs Assessment and Selection	May 2012 – Present
Livingston County, MI	ERP Selection and Implementation Management Assistance	May 2012 – Present
Horry County, SC	ERP Needs Assessment and Selection	Feb 2012 – Present
City of Oakland Park, FL	ERP Selection	Feb 2012 – Jan 2013
City of Cooper City, FL	ERP Selection	Feb 2012 – Oct 2012
Marin County, CA	ERP Operations Review	Feb 2012 – Present
City of Greenville, NC	ERP Selection	Dec 2011 – Present
Hampton Roads Sanitation District, VA	ERP Needs Assessment and Selection	Jan 2012 – Present
City of East Lansing, MI	ERP Needs Assessment	Dec 2011 – Aug 2012
Broward County, FL	ERP Selection Assistance	July 2011 – Present
City of North Miami Beach, FL	ERP Needs Assessment and System Selection	Apr 2011 – Present
City of Chandler, AZ	Oracle Upgrade Project Management Services	Mar 2011 – Nov 2011
Town of Jupiter, FL	Financial Management System Selection and Implementation Management Assistance	Mar 2011 – Nov 2012
City of Flagstaff, AZ	ERP Due Diligence Assistance	Jan 2011 – Aug 2011
Muskegon County, MI	FMIS Software Selection and Implementation Management Assistance	Jan 2011 – Present
City of Owensboro, KY	ERP Selection	Nov 2010 – Dec 2011

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Client Name	Project Title	Project Date
City of Asheville, NC	Development Services Software Selection	Oct 2010 – Sep 2011
City of Casper, WY	Software System Assessment	Aug 2010 – Aug 2011
City of Alexandria, VA	ERP Needs Assessment and Selection	Aug 2010 – June 2011
Borough of State College, PA	ERP Selection, Contract Negotiations and Implementation Management Assistance	Jul 2010 – Present
City of Miramar, FL	ERP Selection and Implementation Management Assistance	May 2010 – Jul 2012
City of Roswell, GA	ERP Selection, Contract Negotiations and Implementation Management Assistance	Jan 2010 – Present
Town of Hempstead, NY	Tax System Selection and Implementation Mgt.	Jun 2009 – Present
City of Mesa, AZ	ERP Selection and Implementation Management Assistance	Apr 2009 – Aug 2012
Cook County Public Guardian, IL	System Assessment and Selection	Apr 2009 – Present
Village of Mt. Prospect, IL	ERP Selection and Contract Negotiations	May 2009 – Dec 2009
Mid-America Regional Council (MARC)	ERP Selection and Contract Negotiations	Mar 2009 – Dec 2009
City of St. Charles, MO	ERP Selection and Contract Negotiations	Jan 2009 – Dec 2009
Waukesha County, WI	Financial Applications Analysis Study and RFP Development	May 2008 – Mar 2011
City of Asheville, NC	ERP Selection and Implementation Management	Oct 2007 – Dec 2010
St. Louis County, MO	ERP Selection and Implementation Management	Apr 2007 – Feb 2010
City of Sheboygan, WI	ERP Selection and Implementation Management	Mar 2007 – Dec 2008
City of St. Clair Shores, MI	Time and Attendance Software Selection	2007
City of Elgin, IL	FMIS Software Selection Assistance	Jun 2006 – May 2007
City of Cleveland, OH	FMIS Selection and Implementation Management	Oct 2006 – Feb 2010
City of Livonia, MI	Financial System Upgrade Implementation Management Assistance	2006 - 2008
Shelby Township, MI	ERP Selection and Implementation Management Assistance	2006 - 2008
Hancock County, OH	ERP Selection and Contract Negotiations	Jan 2004 – Dec 2004
City of Kalamazoo, MI	ERP Software Selection	2004 - 2005
Dane County, WI	FMIS Software Selection	Sep 2003 – Jan 2004

PROPOSAL TO PROVIDE IT SERVICES

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Company Principals

Plante Moran is guided by our philosophy that is based on certain core values and perhaps best expressed in condensed form by the Golden Rule: "Do unto others as you would have others do unto you." It is symbolized by the Plante Moran gold ruler and implied in the Plante Moran motto: "We care." We care about our clients, we care about our work, we care about our families and our communities, and we care about each other.

Although the Plante Moran philosophy can be summarized by the Golden Rule, it is composed of many principles, such as those in our Statement of Principles, namely: service, ethics, recruitment, compensation, individual progress, advancement, teamwork, delegation, education, leadership, individual freedom, communication, decision making, the common good, and balance.

These important principles include fairness; doing everything reasonable for the individual up to the point of harming the team; helping the individual to become all that he or she is capable of becoming; optimizing, rather than maximizing, or financial success; and doing what is right for the right reasons, with major emphasis on the long-range consequences of our decisions.

Although we will continue to expand and refine the principles embodied in the Plante Moran philosophy, our emphasis will be on communicating, exemplifying, and living the Golden Rule day in and day out.

Capabilities

Plante Moran takes great pride in the quality of services it provides to its clients. We have a rigorous set of quality controls designed to provide assurance that professional standards are followed and our clients receive a high quality product. The following characteristics provided our credentials to deliver IT services to the City:

- **Longevity of Practice:** As a firm, we have over 30 years' experience in assisting clients in conducting IT projects for all areas of governmental operations including Financials, Human Resources / Payroll, Utility Billing, Community Services, Tax and Public Safety.
- **Experienced Project Team:** Our project team has significant and recent experience in performing similar work for other governmental clients. We generally have approximately 15 – 20 projects going on at any one time which allows our consultants to maintain currency related to all facets and phases of a variety of IT projects.
- **Involvement in Complex IT Projects:** We have significant experience in working with ERP solution providers whose solution set involves a complexity of software solutions to meet the entire needs of a large organization. This has translated to involvement in working with clients and the selected vendor in negotiating complex contracts and statements of work. More recently, this has included involvement with clients who are intending to have their entire ERP Solution provided via Managed Services in which Managed Services options have significant variability in what can be provided.
- **Completeness of IT Expertise:** As a full-service consulting and accounting firm, we have both depth and breadth in the types of IT services that we can provide within a single firm. We are able to provide the following set of complementary services that are frequently viewed by our clients as value-add:
 - Chart of Accounts development
 - Business process redesign

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- Internal controls
- Security
- IT staff assessments to assist clients in understanding the degree to which their IT organizations have the needed skills and certifications to support a new ERP environment
- Organizational assessments to assist clients in restructuring their organization including staff roles and responsibilities
- Change management services to assist client staff in the transition from legacy technologies and business processes to more current technology and redesigned business processes
- Application controls reviews
- Disaster recovery planning
- **Vendor Marketplace Knowledge:** We have extensive knowledge of the ERP software vendor marketplace and system integrator marketplace for those vendors that will be likely providers of software and services to the City. This experience has been gained through a number of activities including work with other clients in selecting and implementing ERP solutions, participation in conferences in which ERP vendors are participating (e.g., GFOA annual conference) and proactive meetings with ERP vendors to understand their latest product and service offerings to governmental clients. For example, over the last several months we have had meetings and/or phone calls with the following vendors to discuss aspects of the current and future plans related to their ERP products and services including:
 - Sungard (on-site meeting in January 2013)
 - Oracle (on-site meeting in December 2012)
 - Microsoft (discussions related to their Dynamics AX product)
 - Workday (conference calls and participation in webinars)
 - Agresso (on-site meeting scheduled for February 2013)
 - Infor (on-site meeting scheduled for February/March 2013)
 - Springbrook (series of conference calls to discuss their current and future plans)
 - New World Systems (meeting at their location)
 - Tyler Technologies (on-going involvement with them related to recent selection initiatives)
- **Tools, Templates and Methods:** We have developed a vast repository of tools, templates and methods that provide significant value and stream-lining to IT projects while ensuring that the integrity and thoroughness of the process is maintained.
- **Independence:** We are completely independent from all providers of IT solutions and system integrators. As a result, we will be working with the City to select a Solution that provides the best overall value to the City and its stakeholders.
- **Best Practice Identification:** We have extensive knowledge of IT-related best practices through involvement in numerous software selection and implementation projects for other governmental clients. Through these projects and through our involvement in governmental operations reviews, we have developed a set of best practices related to execution of the various functional areas including Financial, Human Capital Management and Supply Chain.
- **Client Retention:** The biggest testament to our capabilities and project staff is the desire for our clients to continue using our services after an initial assessment/selection or other

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technology-related project. In our client references section, we highlight such clients including those that have used our services in multiple instances due to the high degree of satisfaction with the quality of our services and our staff.

Company Organization

Plante Moran, PLLC is a limited partnership, owned and operated by its partners. Plante Moran has over 2,000 staff firm-wide performing Management Consulting, Assurance and Tax services to clients throughout the U.S. with additional clients around the globe. Our Management Consulting practice area, which will perform the services requested by the City of Fayetteville consists of:

- Over 175 staff and partners
- 17 of which are dedicated to serving governmental clients across the U.S.

We have provided and are currently providing implementation management services to a number of municipal clients. All of our office locations are listed below.

Illinois

Chicago
225 W. Washington Street
Suite 2700
Chicago, IL 60606

Northwest Chicago
2155 Point Boulevard
Suite 200
Elgin, IL 60123

Michigan

Ann Arbor
1000 Oakbrook Dr.
Suite 400
Ann Arbor, MI 48104

Auburn Hills
2601 Cambridge Court
Suite 500
Auburn Hills MI 48326 ,

Detroit
7310 Woodward Ave.
Suite 740
Detroit, MI 48202

East Lansing
1111 Michigan Avenue
East Lansing, MI 48823

Flint
111 E. Court St
Suite 1A
Flint, MI 48502-1647

Grand Rapids
634 Front Avenue NW
Suite 400
Grand Rapids, MI 49504

Kalamazoo
750 Trade Centre Way
Portage, MI 49002

Macomb
19176 Hall Road
Suite 300
Clinton Township, MI 48038

St. Joseph
511 Renaissance Drive
Suite 120
St. Joseph, MI 49085

Southfield
27400 Northwestern Highway
Southfield, MI 48034

Southfield (East Office)
26300 Northwestern Highway
Suite 120
Southfield, MI 48076

Traverse City
600 E. Front Street
Suite 300
Traverse City, MI 49686

Ohio

Cincinnati
537 E. Pete Rose Way
Cincinnati, OH 45202

Cleveland
1111 Superior Ave
Suite 1250
Cleveland, OH 44114

Columbus
65 E. State Street
Suite 600
Columbus, OH 43215

Toledo

3434 Granite Circle
Toledo, OH 43617

5. Personnel

Our staffing approach is designed to assign personnel to areas of the project where their expertise is required. All of the proposed team members have worked together on a number of engagements for municipal clients. Communication, involvement and teamwork characterize our management philosophy and are extremely important on this project internally and with the City.

Overall, we are offering the City an experienced project management and information technology director, Mr. Dale Vanderford. Mr. Vanderford has served as IT Director for Washtenaw County, a county of about 300,000 people during a time of tremendous growth and change and as the Infrastructure Manager in the City of Ann Arbor during the New World Systems ERP Implementation. In addition, we will make available an additional pool of IT professionals to assist in related technical matters, such as security, infrastructure, communications, etc, on an as needed basis at the discretion of your management team. With this management orientation, we believe that all project tasks can be effectively achieved and any issues or problems can be resolved effectively and expediently, resulting in the successful accomplishment of the project objectives. In addition, we assure that all team members will be available for the duration of the project, as need be. All of the consultants identified in this proposal are employees of Plante Moran.

Team Member	Project Role and Responsibility	Relevant References
Adam Rujan Partner Plante & Moran, PLLC Services Exp: 25 yrs	Project Director Overall responsibilities for ensuring that engagement with City remains within schedule and budget and that all project deliverables meet the required quality standards.	City of Cleveland, OH City of Alexandria, VA St. Louis County, MO City of Asheville, NC City of Round Rock, TX County of Chester, PA City of Fayetteville, AR
Dale Vanderford Manager Plante & Moran, PLLC	Project Manager Responsible for leading City technology initiatives and providing professional services for any projects specified by the City during the contract period. Dale will act as the primary day to day contract manager for the City.	Muskegon, MI Ottawa County, MI Broward County, FL Horry County, SC City of Carlsbad, CA Colorado Springs, CO

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Dale Vanderford

Manager
Technology Consulting & Solutions



EXPERIENCES INCLUDE:

Mid-size IT Department Management: Served as Director at Washtenaw County, MI, where he directed the work of 30 IT Professionals and managed the needs of 26 disparate County departments. He coordinated a shared services initiative where sharing of services, including outsourced desktop support to other local units of government,, a shared Electronic Content Management System, surveillance camera system, and data center with the City of Ann Arbor, MI were all enacted. Improved the Governance process for IT, so that all technology projects were submitted to a governance board for approval and prioritization, and all projects had a complete Return on Investment/Total Costs of Ownership evaluation performed on them.

IT Organizational Assessment and Strategic Planning: Experience in analyzing IT organizational staffing, process and technology relationships. Knowledge of best in class public sector transaction detail and staffing levels. Expertise in identifying opportunities to enhance current policy and procedure to maximize existing staff expertise or technology infrastructure. Performed Technology reviews in several cities and counties, including Colorado Springs, Colorado, Horry County, SC, Macomb County, MI, and Carlsbad, CA.

IT Governance Review: Expertise in analyzing and designing organizational IT governance, specifically post implementation system support structures.

Business Process Documentation and Reengineering: Experience in documenting as-is business processes and identifying areas for business process improvement. Specialization in implementing a results based budget methodology. Experience in implementing change management techniques to ensure user acceptance of new business processes and/or technology.

New Construction Technology Engineering and Implementation: Oversaw the technology design and implementation of 9 new facilities, ranging from office buildings to detention facilities to data centers. Planned the initial IT and Telecom needs for the new building with users and architects. Worked with construction personnel to design building wiring systems and to design IT closet locations throughout the building. Planned and implemented technology equipment installation and coordinated facility move in.

Software Needs Assessment: Specialization in analyzing the business case for enterprise system improvement or replacement. Experience in facilitating functional area process discussions and identifying opportunities for technology to enable business process improvement. Extensive knowledge of the public sector enterprise system marketplace and intimate knowledge in regard to viable enterprise solutions.

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System Selection: Experience in the process of selecting and deploying enterprise systems. Developed technology specifications for inclusion in public sector request for proposal for enterprise systems. Extensive experience in vendor proposal analysis and demonstration script development. Has participated in the system selection process of multiple ERP, ECM, cloud-based security and email, Access Control, SAN, and consulting services.

Technology Implementation Management: Provided implementation management services associated with deployment of newly selected systems. Activities have included, project planning, review of project deliverables, management of the project issues, facilitation of project status review, review and approval of project invoicing and others as dictated by the project. Specifically, managed the technical implementation of New World .NET product, as well as the installation and expansion of the Hyland OnBase Document management system and several Email upgrades of Microsoft Exchange.

Cross Boundary Collaboration: Architected and implemented partnership of multiple local units of governments in regards to Information Technology staffing, resources, and infrastructure utilization cooperation agreements.

EDUCATION:

Eastern Michigan University — Bachelor of Science, Communications Technology

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS:

- Specialized Training: Effective Communications and Human Relations, Dale Carnegie, Ann Arbor, MI, 2006
- Former Board Member, Washtenaw County Homeland Security Local Response Team
- Member, CIO Council, Public Technology Institute, Washington, D.C.
- Board of Directors, Washtenaw County/EMU Legal Resource Center, Ann Arbor, MI
- Member, Metropolitan Information Exchange

PRIOR ORGANIZATIONAL AFFILIATIONS:

Washtenaw County, MI – Director of Technology and Operations

Directed the operations of the Technology Department to support efficient and effective service delivery for a county government with 1,300 employees and a \$200 million annual budget, serving 340,000 residents. Developed and implemented the 5-year Technology Plan which supported the County's strategic direction by providing technical knowledge, skills, and resources to enhance the ability of internal and external customers to create a positive impact in the community. Hired, trained, and led a team of 34 employees (management, technical, and administrative staff), with an \$9 million annual operating budget, to effectively implement the Plan. Key areas of focus included:

- Employee Help Desk and System Support
- Application and Database Support
- Network Administration
- Voice and Data Communications
- Geographic Information Systems
- IT Services to Local Governments and Community Residents

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

KEY CLIENTS:

- City of Colorado Springs, CO
- Borough of State College, PA
- City of Carlsbad, CA
- County of Ottawa, MI
- County of Muskegon, MI
- City of Hallandale Beach, FL
- County of Macomb, MI
- County of Broward, FL
- County of Horry, SC
- City of Columbia, MO
- City of Colorado Springs, CO
- Numerous projects as IT Director for Washtenaw County

NOTABLE PROJECTS:

- **City of Colorado Springs, CO:** Dale served as a lead project consultant to assist the City during the process of performing a complete IT Assessment and staffing plan for the city. The result of the work that Dale did was a staffing plan that provided for a realignment of resources to be able to provide better service with the same amount of staff. The other focus of the IT Assessment was on the IT service portfolio, cost of IT services, benchmarking with other governmental and private sector organizations and a determination of strategic sourcing options.
- **Muskegon County, MI:** Dale performed a needs analysis with the County's departments to determine the County's approach and process to transition from a legacy Document Management system. He worked with the County to determine present and future needs and to assist with the procurement process through a steering committee. Subsequently, he is working with the County to finalize project plans and to assist in contract negotiation.
- **City of Carlsbad, CA:** Dale served as a lead project consultant to assist the City in a complete IT assessment of the services that was offering the organization and its citizens and worked with the team to develop a cost of IT services for the city to help in determining what multiple services actually cost the City to deliver.
- **Macomb County, MI:** Dale served as the Project Manager and Lead consultant on an IT assessment that assessed the skill levels of staff, the services that IT was delivering to the county, the state of the infrastructure that was deployed in the county after the departure of the IT Director. The result was a streamlined department that is able to server the staff and constituents in a more productive and effective way.
- **Ottawa County, MI:** Dale served as the Project Manager on this IT Assessment and Strategic Plan development project that examined the current department technologies process and staffing and provided a 5-year technology plan that will enable the department to embrace the current trends in technology and those that are still evolving. The engagement also included an assessment of the current technologies in use as well as an analysis of the opportunities available for collaboration with other entities such as other cities, townships, villages, and school districts.

6. Appendix A – Terms and Conditions

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Agreement Dated <Date>

This Professional Services Agreement is part of the engagement agreement for our consulting services dated <Date> between Plante & Moran, PLLC (referred to herein as "P&M", "we", "our" or "us") and City of Fayetteville (referred to herein as "the City", "you" and "your").

1. **Management Responsibilities** – The consulting services we will provide are inherently advisory in nature. We have no responsibility for any management decisions or management functions in connection with our engagement to provide these services. Further, you acknowledge that the City is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services we will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with our engagement. You have designated <Designated Project Supervisor, Title> to oversee the services we will provide.
2. **Nature of Services** – Our project activities will be based on information and records provided to us by the City. We will rely on such underlying information and records and our project activities will not include audit or verification of the information and records provided to us in connection with our project activities.

The project activities we will perform will not constitute an examination or audit of any the City financial statements or any other items, including the City's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If you require financial statements or other financial information for third-party use, or if you require tax preparation or consulting services, a separate engagement letter will be required. Accordingly, you agree not to associate or make reference to P&M in connection with any financial statements or other financial information of the City. In addition, our engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, we will inform you of any such matters that come to our attention.

3. **Use of Report** – At the conclusion of our project activities, we will provide you with a written report as described in the engagement agreement. Our report will be restricted solely to use by management of the City and you agree that our report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of the City. We will have no responsibility to update our report for any events or circumstances that occur or become known subsequent to the date of that report.
4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, P&M and P&M staff may have access to proprietary information of the City, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. We acknowledge that such information, regardless of its form, is confidential and proprietary to the City, and we will not use such information for any purpose other than our consulting engagement or disclose such information to any other person or entity without the prior written consent of the City.

In some circumstances, we may use local or international third-party service providers or P&M affiliates to assist us with our engagement. In order to enable these service providers to assist us in this capacity, we must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

In the interest of facilitating our services to you, we may communicate or exchange data by internet, e-mail, facsimile transmission or other methods. While we use our best efforts to keep such communications and transmissions secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to our use of these electronic devices during this engagement.

Professional standards require that we create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of P&M. We will maintain the confidentiality of all such workpapers as long as they remain in our possession.

Both the City and P&M acknowledge, however, that we may be required to make our workpapers available to regulatory authorities or by court order or subpoena. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, we agree to inform the City in a timely manner of such request and to cooperate with the City should you attempt, at your cost, to limit such access. This provision will survive the termination of this agreement.

We reserve the right to destroy, and it is understood that we will destroy, workpapers created in the course of this engagement in accordance with our record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. P&M has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, we may, at our sole discretion, allow others to view any workpapers remaining in our possession if there is a specific business purpose for such a review. We will evaluate each written request independently. You acknowledge and agree that we will have no obligation to provide such access or to provide copies of our workpapers, without regard to whether access had been granted with respect to any prior requests.

5. **Fee Estimates** – In any circumstance where we have provided estimated fees, fixed fees or not to exceed fees, these estimated, fixed or not-to-exceed fees are based on the City personnel providing P&M staff the assistance necessary to satisfy the City responsibilities under the scope of services. This assistance includes availability and cooperation of those the City personnel relevant to our project activities and providing needed information to us in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from our estimates, our estimated fees will be adjusted for the additional time we incur as a result.

In any circumstance where our work is rescheduled, we offer no guarantee, express or implied, that we will be able to meet any previously established deadline related to the completion of our work. Because rescheduling our work imposes additional costs on us, in any circumstance where we have provided estimated fees, those estimated fees may be adjusted for additional time we incur as a result of rescheduling our work.

Any fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

6. **Payment Terms** – Our invoices for professional services are due upon receipt unless otherwise specified in our engagement letter. In the event any of our invoices are not paid in accordance with the terms of this agreement, we may elect, at our sole discretion, to suspend work until we receive payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, we offer no guarantee, express or implied, that we will be able to meet any previously established deadlines related to the

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

completion of our consulting work or issuance of our consulting report upon resumption of our work.

7. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time that P&M staff expends at the hourly rates stated in this agreement, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to our invoices related to this engagement. You acknowledge and agree that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
8. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, our services will cease and our engagement will be deemed to have been completed. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination of this engagement.
9. **Hold Harmless and Indemnification** - As a condition of this engagement, City of Fayetteville agrees to hold P&M, and all of its partners and staff, harmless against any losses, claims, damages, or liabilities, to which P&M may become subject in connection with services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of P&M, or one of its partners or staff. This hold harmless includes the agreement to reimburse P&M for any legal or other expenses incurred by P&M, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities. This provision shall survive any termination of this engagement.
10. **Conflicts of Interest** - Our engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent our acceptance of this engagement. No such conflicts have been identified. You understand and acknowledge that P&M may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with yours.
11. **Agreement Not to Influence** – the City and P&M each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. the City agrees that P&M employees are not "contract for hire." P&M may release the City from these restrictions if the City agrees to reimburse P&M for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this agreement for the P&M employee.
12. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Professional Services Agreement – Consulting Services

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

7. Appendix B – Forms

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN



City 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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-16, IT Support Services

DEADLINE: Friday, November 01, 2013 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Tuesday, October 15, 2013

REQUEST FOR PROPOSAL RFP 13-16, IT Support Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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 submitting, 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 Agent.

Name of Firm: Plante & Moran, PLLC

Contact Person: Adam Rujan

Title: Partner

E-Mail: adam.rujan@plantemoran.com

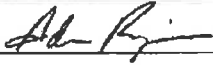
Phone: 800.544.0203

Business Address: 27400 Northwestern Hwy

City: Southfield

State: MI

Zip: 48034

Signature: 

Date: October 31, 2013

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

City of Fayetteville
RFP 13-16, IT Support Services
SECTION E: Signature Submittal

1. Disclosure Information

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

☒ 1) NO KNOWN RELATIONSHIP EXISTS

☐ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Name of Firm: Plante & Moran, PLLC

Name of Primary Contact: Adam Rujan

Title of Primary Contact: Partner

Phone#1 (cell preferred): 248.891.0430 Phone#2: 248.223.3328

E-Mail Address: adam.rujan@plantemoran.com

3. Please acknowledge receipt of addenda for this Invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

PROPOSAL TO PROVIDE IT SERVICES

PLANTE MORAN

4. PRICE BID: Firm proposes the following all inclusive hourly rate. Rate includes all expenses to the city including but not limited to services, travel, overhead, re-location, etc. The City shall not pay additional fees outside of contracted hourly rate for the services listed in this RFP. In the event of contract extension or renewal, the number of hours will be increased.

Item	Description	Estimated Quantity (# hours in 6 months)	Proposed Hourly Rate	Total Fee for 6 months
1	IT Services as described	520	x \$ 195.00	= \$ 101,400.00

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Adam Rujan

COMPANY: Plante & Moran, PLLC

PHYSICAL ADDRESS: 27400 Northwestern Hwy., Southfield, MI 48034

MAILING ADDRESS: 27400 Northwestern Hwy., Southfield, MI 48034

PHONE: 800.544.0203 FAX: 248.233.8587

E-MAIL: adam.rujan@plantemoran.com

SIGNATURE: 

TITLE: Partner

DATE: October 31, 2013

{Thank You!}

plante
m
moran

For more information contact:

Adam Rujan, Partner
800.544.0203

Adam.rujan@plantemoran.com

plantemoran.com

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Chief of Staff	Adjustment Number
2015	Dept.: Chief of Staff	
	Requestor: Don Marr	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$90,090 in the Contract Services account for a contract with Plante Moran for IT services.

\$37,833 from the Vacant IT Director position, \$27,013 from the vacant Database Administrator position, \$25,244 from the Fire IT Analyst position.

RESOLUTION/ORDINANCE	COUNCIL DATE:	1/20/2015
	LEGISTAR FILE ID#:	2015-0002
	<i>Barbara Fell</i>	
	1/6/2015 8:22 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	-		-				v.20141113



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 234 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0572

Agenda Date: 1/20/2015

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number: B. 1

RZN 14-4864 KOUTROUMBIS APPEAL:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4864, FOR APPROXIMATELY 0.26 ACRES, LOCATED AT 232 WEST ASH STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, TO RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from RSF-4, Residential Single Family, 4 Units Per Acre, to RMF-24, Residential Multi-Family, 24 Units Per Acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

From: Taylor Raine [<mailto:trainek2012@gmail.com>]
Sent: Tuesday, December 02, 2014 11:26 AM
To: Smith, Sondra; Terry Parker
Subject: Rezone Reauest Appeal

Hi,

My name is Taylor Koutroumbis and I am writing to you in reference to a recent proposal to rezone a lot on ash street in Fayetteville. This proposal, RZN 14-4864 (232 Ash St/Koutroumbis, 367), was denied by the Planning Commission on November 24, 2014. We would like to appeal this decision to the city council. Please let me know when we are on the agenda and if there is anything else required for this appeal. Thank you.

Taylor Koutroumbis
501-249-5233



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 6, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: December 19, 2014

SUBJECT: **RZN 14-4864: Rezone (232 W. ASH ST./KOUTROUMBIS, 367):**
Submitted by PARKER & ASSOCIATES for property located at 232 W. ASH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.26 acres. The request is to rezone the property to RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and City Planning Staff recommend denial of an ordinance to rezone the property to RMF-24, Residential Multi-Family. The applicant has appealed the Planning Commission decision.

BACKGROUND:

The subject property is located at 232 W. Ash Street, mid-block between Gregg Avenue and Woolsey Avenue and contains approximately 0.26 acres within the RSF-4 zoning district. The property is developed with a single-family residence and out-building, dating to 1955.

Land Use Compatibility: The proposal to rezone the property to RMF-24 will allow development of residential use that, in scale and building type, will be inconsistent and incompatible with surrounding land uses. The property is situated on a boundary between multi-family residential on a high speed arterial street and a quiet single-family residential neighborhood, where encroachment of multi-family developments would allow the introduction of height and density incompatible with the surrounding neighborhood to the north, east and south. Further, this property is the first interior lot away from Gregg Avenue and faces Ash Street, a local street, making this lot the logical and natural place to transition the zoning from multi-family to single-family residential use, as is the case under the current zoning.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map designates this area as **Residential Neighborhood Area**. Staff finds the proposed zoning inconsistent with the Residential Neighborhood designation even though it does allow (where appropriate) a mix of residential types. Guiding Policy "E" for Residential Areas encourages a development scale to maintain compatibility, use, and proportionality between land uses. The proposed RMF-24 zoning district could allow a large multi-family building to encroach further into an area of the neighborhood with much smaller buildings and lower intensity. The development scale allowed

would not be proportional to surrounding smaller structures to the east and south. Guiding Policy “G” discusses that traffic on minor residential streets should be minimized while providing connections between neighborhoods. The proposed RMF-24 zoning would encourage a higher density project and its associated traffic further onto Ash Street, a minor residential street, in conflict with this policy.

DISCUSSION:

On November 24, 2014 the Planning Commission recommended denial with a vote of 6-3-0, with commissioners Winston, Hoskins, and Noble voting ‘no’. Two members of the public representing an elderly family member directly adjacent to the east, spoke against the rezoning.

BUDGET/STAFF IMPACT:

N/A

Attachments:

Applicant’s appeal letter

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report

EXHIBIT 'A'

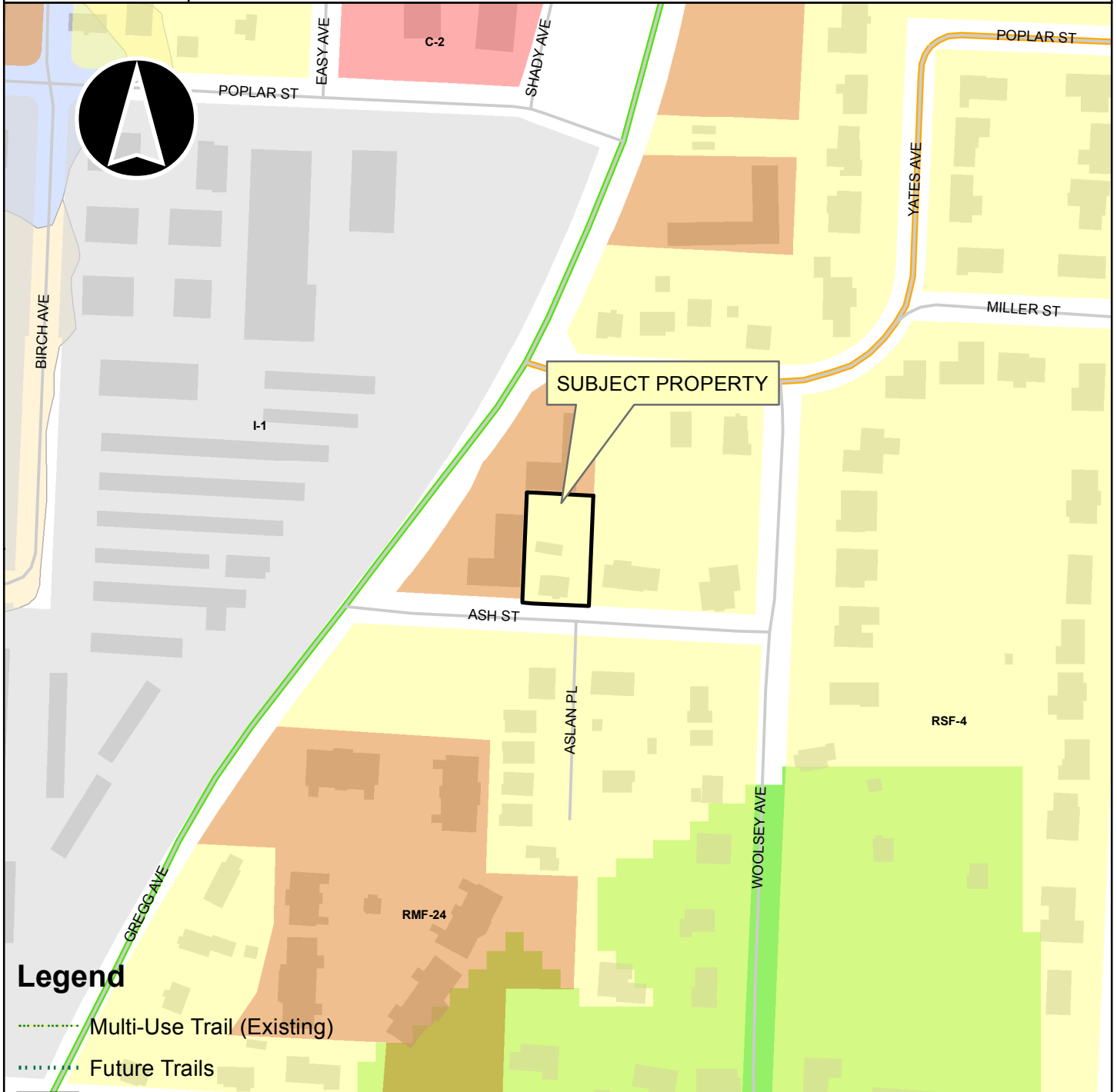
14-4864

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RZN14-4864

KOUTROUMBIS

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails

Overview

RZN14-4864

Fayetteville City Limits

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Planning Area

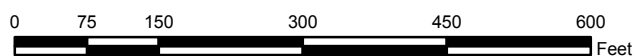


EXHIBIT 'B'
14-4864

Lot Numbered 4 in Block Numbered 1 Revised Plat of Lots 3 to 9 inclusive, Block Numbered 6 Parker's Plat of Valley View Acres, as per plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

A 15 foot strip of land of equal and uniform width off of the East side of Lot 5 Block 1 Revised Plat of Lots 3 to 9 inclusive, in Block 6 in Parker's Plat of Valley View Acres, as per plan on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~November 24, 2014~~ **UPDATED NOVEMBER 25, 2014**

SUBJECT: **RZN 14-4864: Rezone (232 W. ASH ST./KOUTROUMBIS, 367):**
Submitted by PARKER & ASSOCIATES for property located at 232 W. ASH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.26 acres. The request is to rezone the property to RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends denial of **RZN 14-4864**.

BACKGROUND:

November 10, 2014 Planning Commission: This item was tabled at the applicant's request at the 11-10-2014 PC meeting. The applicant has not presented any additional information to staff since that meeting.

The subject property is located at 232 W. Ash Street, mid-block between Gregg Avenue and Woolsey Avenue and contains approximately 0.26 acres within the RSF-4 zoning district. The property is developed with a single-family residence and out-building, dating to 1955. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Multi-Family Residential	RMF-24, Residential Multi-family/24 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-family, 4 units per acre
East	Two-Family Residential	RSF-4, Residential Single-family, 4 units per acre
West	Multi-Family Residential	RMF-24, Residential Multi-family/24 Units per Acre

Request: The request is to rezone the property from RSF-4, Residential Single-family / 4 Units per Acre to RMF-24, Residential Multi-family / 24 Units per Acre. The applicant has stated that the rezoning will allow the property to be re-developed in the future.

Public Comment: Staff has not received public comment.

INFRASTRUCTURE:

- Streets:** The subject parcel has access to Ash Street. Ash Street currently has storm drainage, curb and gutter and limited sidewalk. Any required improvements of these streets will be determined at time of development.
- Water:** Public water is accessible to the site. A 1.5" water main exists in the right of way of Ash Street adjacent to the subject parcel.
- Sewer:** Sanitary sewer is available to the parcel. A 6" sewer main exists in the right of way of Ash Street.
- Drainage:** Any additional improvements or requirements for drainage will be determined at time of development. This property is not affected by the 100-year floodplain or the Streamside Protection Ordinance.
- Fire:** This development will be protected by Engine 2 located at 708 N Garland. It is 2 miles from the station with an anticipated response time of 3 minutes to the beginning of the development. The Fayetteville Fire Department does not feel this development will negatively affect calls for service or response times.
- Police:** The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as **Residential Neighborhood Area**.* Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends denial of RZN 14-4864, finding that the proposed zoning allows development incompatible with the existing single-family neighborhood.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>November 24, 2014</u>	☐ Tabled	☐ Forwarded	☒ Denied
Motion: CHESSER	Second: AUTRY	Vote: 6-3-0	
WINSTON, HOSKINS, NOBLE VOTED 'NO'			
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>December 16, 2014</u>	☐ Approved	☐ Denied	

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: Land Use Compatibility: This property is currently developed with a single family residence. The proposal to rezone the property to RMF-24 will allow development of residential use inconsistent and incompatible with surrounding land uses. The property is situated on a boundary between multi-family residential on a high speed arterial street and a quiet single-family residential neighborhood, where encroachment of multi-family developments would allow the introduction of height and density incompatible with the surrounding neighborhood to the north, east and south. Further, this property is the first interior lot away from Gregg Avenue and faces Ash Street, a local street, making this lot the logical and natural place to transition the zoning from multi-family to single-family residential use, as is the case under the current zoning.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map designates this area as Residential Neighborhood Area. Staff finds the proposed zoning inconsistent with the Residential Neighborhood designation even though it does allow (where appropriate) a mix of residential types. Guiding Policy "E" for Residential Areas encourages a development scale to maintain compatibility, use, and proportionality between land uses. The proposed RMF-24 zoning district could allow a large multi-family building to encroach further into an area of the neighborhood with much smaller buildings and lower intensity. The development scale allowed would not be proportional to surrounding smaller structures to the east and south. Guiding Policy "G" discusses that traffic on minor residential streets should be minimized while providing connections between neighborhoods. The proposed RMF-24 zoning would encourage a higher density project and its associated traffic further onto Ash Street, a minor residential street, in conflict with this policy.

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

Finding: The proposed rezoning is not justified, due to the fact that the area's current single-family residential zoning designation is compatible with surrounding properties and traffic patterns to the east. The property is surrounded on three sides by single-family uses and provides a buffer from the multi-family developments and high speed traffic conditions on Gregg Avenue. Further,

the proposed zoning will not allow the owner to utilize the property for multi-family development unless it is combined with an adjacent lot to the west (under ownership of the same family), as it does not meet minimum street frontage requirements for multi-family development. The RMF-24 zoning district bulk and area requirements for the existing lot would allow no more than a two-family unit to be built; a type which is allowed as a conditional use within the current zoning district.

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

Finding: The site access has access to West Ash Street, a partially improved two-lane local street. The proposed zoning allows uses that would increase traffic over the existing zoning, however, development allowed under the proposed zoning is unlikely to appreciably increase traffic danger or congestion, as it would allow a maximum of two units (one duplex) and would be near Gregg Avenue, which can handle large volumes of traffic. Street improvements will be evaluated at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from single-family to multi-family use will allow for the construction of higher residential density, however that development is unlikely to undesirably increase the load on public services. The Police and Fire Departments have expressed no objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

BUDGET/STAFF IMPACT:
None

Attachments:
Unified Development Code sections 161.07 & 161.14
Request Letter
Site Plan
Fire Comments
One Mile Map, Close Up Map, Current Land Use Map, Future Land Use Map

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family	Two-family dwellings
--	---------------	----------------------

	dwellings	
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Maximum	Height	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
--------	-------------------------

Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	24 or less
----------------	------------

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 sq. ft.
Townhouses: Development	10,000 sq. ft.

Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

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

(F) *Building height regulations.*

Building Height	30/45/60ft.*
Maximum	

*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

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

(G) *Building area.* None.

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

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5495, 4-17-12; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

Rezoning Checklist:

- (5) a. Owners: Stelios Koutroumbis
985 W. Hughes Street
Fayetteville, AR 72701
310-422-8915

Taylor Koutroumbis
985 W. Hughes Street
Fayetteville, AR 72701
501-249-5233

There are no proposed or pending property sales.

- b. The reason for requesting the zoning changes is that the owners want to redevelop the property.
- c. The proposed rezoned property would be of a similar character to the adjacent properties on N. Gregg Avenue and on W. Ash Street. The proposed and existing structures will be scaled to be compatible with the existing residential neighborhood and will designed in a "craftsman style" with sloping roofs and stone and wood siding.
- d. Water and sewer lines are present and available on the property.
- e. The subject lot is adjacent to existing properties on N. Gregg Avenue of a similar nature and the proposed development will be designed to fit in with the predominate residential style and character of the existing neighborhood. The proposed zoning would therefore be consistent with the planning objectives, zoning and land use plans in the area.
- f. The proposed zoning is justified and needed to allow the owners to develop the property.
- g. The proposed zoning will not appreciably increase traffic danger and congestion in the area due to the small size of the project and due to the adjacency of a major access roadway (N. Gregg Avenue).
- h. Population density and the load on public services will not be significantly increased due to the small scale of the proposed development.
- i. The subject property is in a transitional area and requires a rezoning from the existing zoning in order to develop a multi-family project.



1 inch = 92 feet

0 45 90 180 270 360 Feet

Date: 11/4/2014



The City of Fayetteville Fire Department

303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

To: Engineering Services, Quin Thompson
From: Will Beeks Assistant Fire Marshal
Date: October 27, 2014
Re: 14-4875

This development will be protected by Engine 2 located at 708 N Garland.

It is 2 miles from the station with an anticipated response time of 4 minutes to the beginning of the development.

The Fire Department anticipates 45 calls for service each year after the development is completed and maximum build-out has occurred. Typically, this type of development usually takes 12 - 18 months, after the development is started, before maximum build-out and the service impact to occur.

The Fayetteville Fire Department feels this development could affect our calls for service or our response times.

If you have any questions please feel free to contact me.

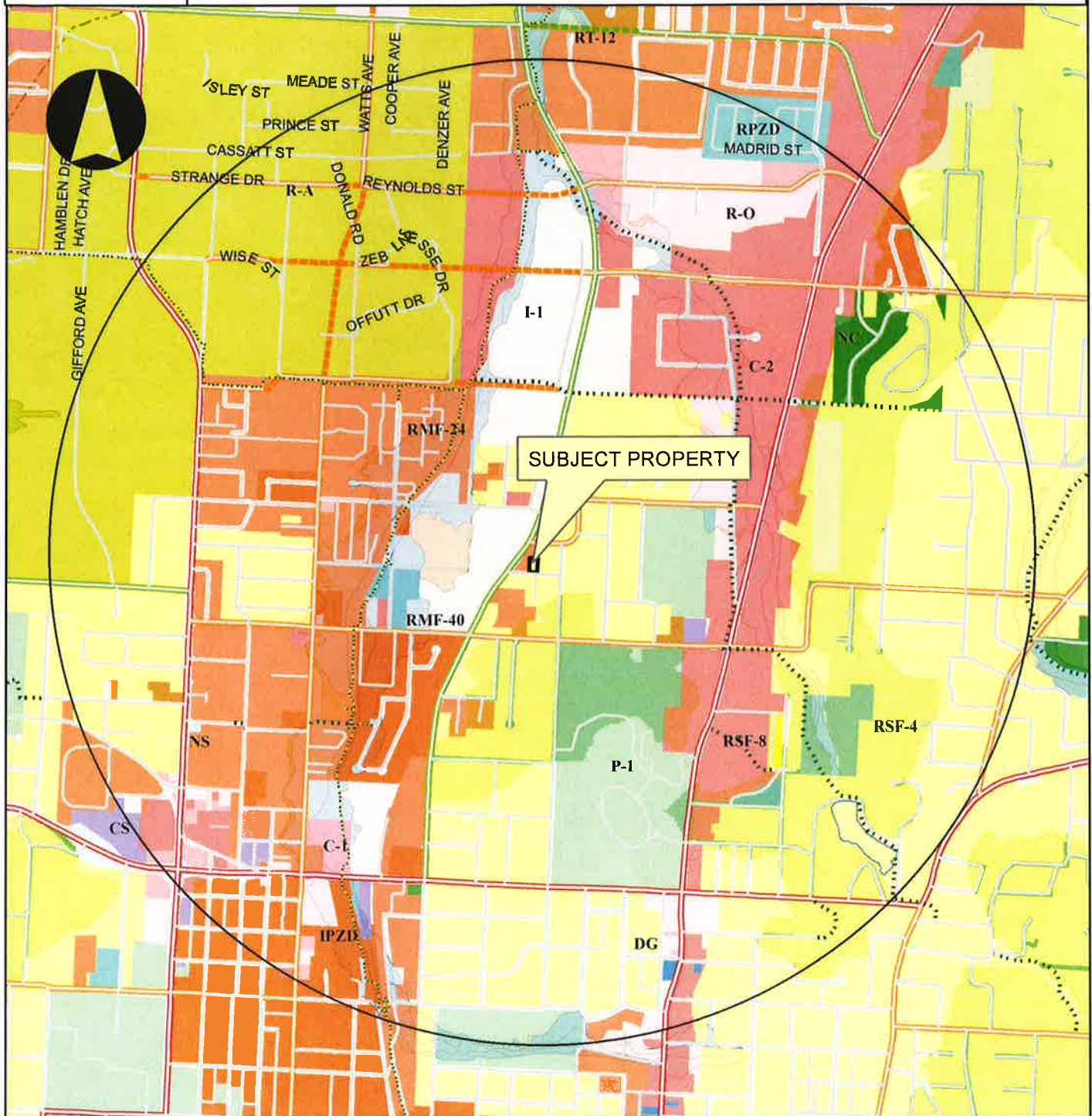
Captain Will Beeks
Assistant Fire Marshal
Fayetteville Fire Department

Honor, Commitment, Courage;
Our people make the difference!

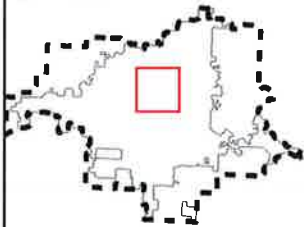
RZN14-4864

KOUTROUMBIS

One Mile View



Overview



Legend

Subject Property

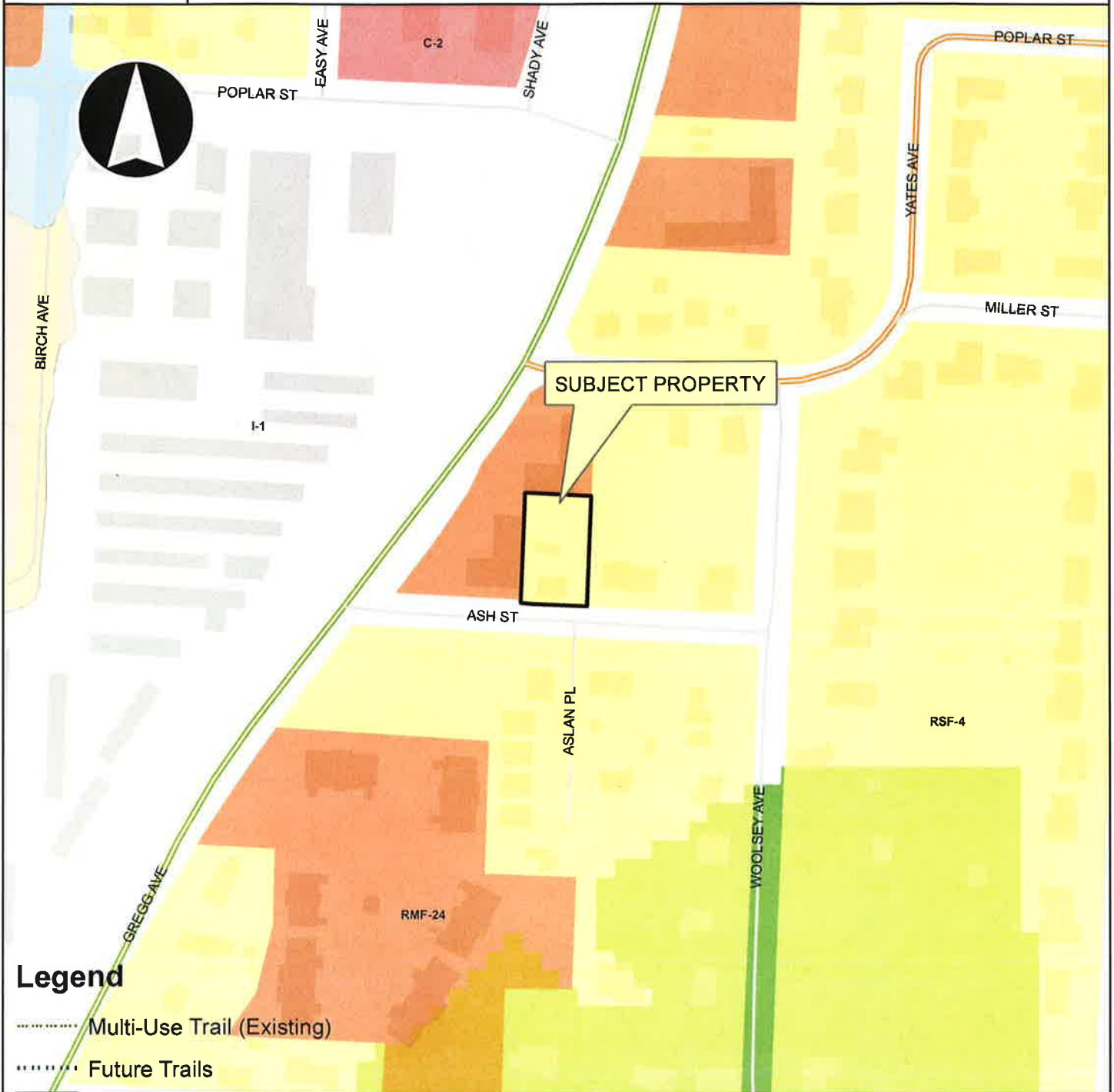
Boundary



RZN14-4864

KOUTROUMBIS

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails

Overview RZN14-4864

- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area



RZN14-4864

KOUTROUMBIS

Current Land Use



Legend

- Multi-Use Trail (Existing)
- Future Trails

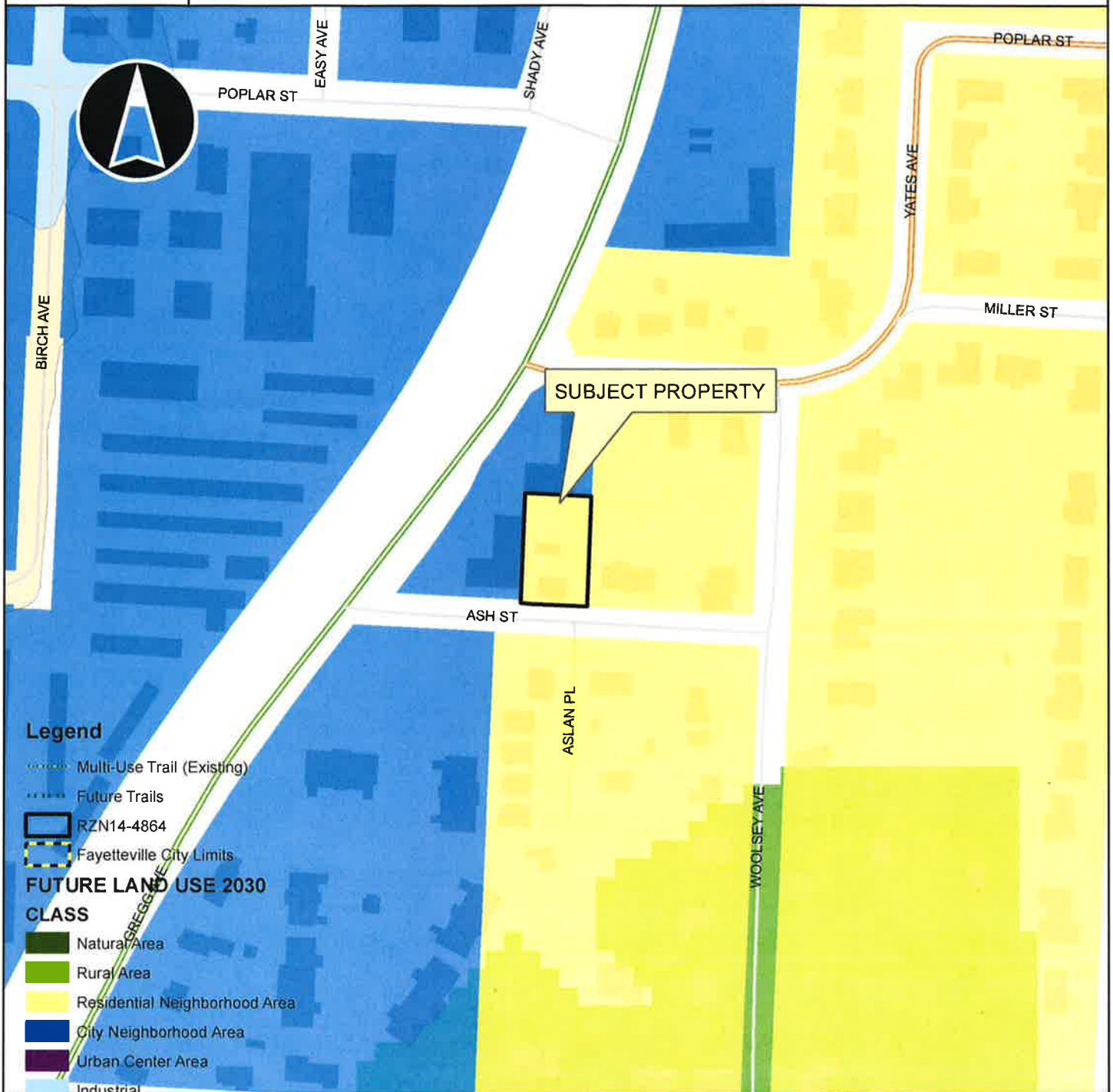
- Overview
- RZN14-4864
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area



RZN14-4864

KOUTROUMBIS

Future Land Use



Legend

Multi-Use Trail (Existing)

Future Trails

RZN14-4864

Fayetteville City Limits

FUTURE LAND USE 2030

CLASS

Natural Area

Rural Area

Residential Neighborhood Area

City Neighborhood Area

Urban Center Area

Industrial

Complete Neighborhood Plan

Civic and Private Open Space/Parks

Civic Institutional

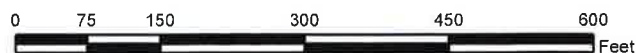
Non-Municipal Government

ROW

Design Overlay District

Design Overlay District

Planning Area



ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4864, FOR APPROXIMATELY 0.26 ACRES, LOCATED AT 232 WEST ASH STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, TO RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from RSF-4, Residential Single Family, 4 Units Per Acre, to RMF-24, Residential Multi-Family, 24 Units Per Acre, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

PASSED and APPROVED this day of , 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 257 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0576

Agenda Date: 1/20/2015

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number: B. 2

AMEND CHAPTERS 151, 161, 162 and 166 (ADM 14-4896 UDC AMENDMENT SMALL-SCALE PRODUCTION):

AN ORDINANCE AMENDING TITLE IV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 151, 161, 162 AND 166 TO CREATE A NEW USE UNIT FOR SMALL SCALE PRODUCTION INCLUDING BOUTIQUE AND SPECIALTY MANUFACTURING AND TO PLACE THIS NEW USE UNIT IN APPROPRIATE ZONING DESIGNATIONS

WHEREAS, City of Fayetteville Planning Staff has identified a need for a new use unit to allow for small scale specialty manufacturing; and

WHEREAS, recent trends in the manufacturing of handmade and craft products are directed towards smaller scale and locally produced products; and

WHEREAS, the current zoning and development code does not currently specifically address these types of small scale operations; and

WHEREAS, Planning Staff has determined that these types of uses, if scaled appropriately, are compatible with neighborhood land uses.

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

Section 1: That the City Council of Fayetteville, Arkansas hereby adds the following definitions to Chapter 151: Definitions:

Coffee roasting facility. A facility in which unprocessed green coffee may be sorted, roasted and processed or packaged for use and consumption.

Microbrewery/microdistillery/microwinery. An establishment for the manufacture, blending, fermentation, processing and packaging of no more than 15,000 barrels of alcoholic beverages per year. It may serve alcoholic beverages for sampling on the premises and may also have wholesale and resale for sales of alcoholic beverages produced on the premises.

Section 2: That the City Council of Fayetteville, Arkansas hereby amends Chapter 161: Zoning Regulations by inserting Use Unit 45, Small Scale Production as a Conditional Use in the following

Zoning Districts:

161.16 NS, Neighborhood Services

161.17 R-O, Residential Office

Section 3: That the City Council of Fayetteville, Arkansas hereby amends Chapter 161: Zoning Regulations by inserting Use Unit 45, Small Scale Production as a Permitted Use in the following Zoning Districts:

161.18 C-1, Neighborhood Commercial

161.19 CS, Community Services

161.20 C-2, Thoroughfare Commercial

161.21 UT, Urban Thoroughfare

161.22 C-3, Central Commercial

161.23 DC, Downtown Core

161.24 MSC, Main Street Center

161.25 DG, Downtown General

Section 4: That the City Council of Fayetteville, Arkansas hereby amends Chapter 162: Use Units by inserting Use Unit 45, Small Scale Production as shown on Exhibit “A” attached hereto and made a part hereof.

Section 5: That the City Council of Fayetteville, Arkansas hereby amends Chapter 166: Development by repealing the first paragraph of §166.25(B) and replacing it with the following language:

§166.25(B) *Applicability.* These design and development standards apply to commercial developments, office developments, Small Scale Production, those parts of a Planned Zoning District or other mixed use developments with commercial and office elements and to industrial developments within the I-540 Overlay District.

City of Fayetteville Staff Review Form

2014-0576

Legistar File ID

1/6/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

12/19/2014

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 14-4896 Administrative Item (UDC AMENDMENT SMALL-SCALE PRODUCTION): Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 151, 161, 162, and 166. The proposal is to modify the zoning code to create a new use unit for small-scale production including boutique/specialty manufacturing. The intent of the code change is to allow a broader range of non-residential uses throughout the City.

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:

MEETING OF JANUARY 6, 2015

TO: Mayor and City Council

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

FROM: Andrew Garner, City Planning Director

DATE: December 19, 2014

SUBJECT: **ADM 14-4896 Administrative Item (UDC AMENDMENT SMALL-SCALE PRODUCTION):** Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 151, 161, 162, and 166. The proposal is to modify the zoning code to create a new use unit for small-scale production including boutique/specialty manufacturing. The intent of the code change is to allow a broader range of non-residential uses throughout the City.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to create a new use unit for small scale production including boutique/specialty manufacturing.

BACKGROUND:

Over the past several years the City has seen an influx of smaller start-up businesses operating out of residences, leasing small buildings or partial tenant spaces. In addition, a number of existing vacant buildings along commercial corridors have been adapted and re-used for a variety of non-residential uses not typically seen in commercial areas including churches, fitness studios, and light manufacturing/retail. There have been situations where a new or expanding business has either had to request a conditional use permit to operate in an existing commercial building, or been forced to an undesirable industrial area or a different community to find appropriate space to lease. A demand for small, light manufacturing tenant space has increased, including uses such as microbreweries.

To address these issues staff proposes the following changes to the Fayetteville Unified Development Code:

- Create a new use unit for small-scale commercial production that is limited in size.
- The new use unit includes uses such as boutique/specialty manufacturing (microbreweries, specialty food manufacturers, cabinet shop, etc.) and clean technology.
- These types of uses are not allowed by right in commercial and mixed use zoning districts. However, if these uses are limited in size they do not pose compatibility issues.
- The uses in the new use unit would generate similar land use impacts as a restaurant or general commercial use. The new use unit is allowed in the same zoning districts as a restaurant or general commercial use.

- Incorporating the new use unit into several zoning districts introduces additional variety of non-residential uses throughout the City encouraging mixed use, live/work/shop/play, redevelopment, and infill policy that is encouraged in the comprehensive land use plan.
- The proposed code amendments are a result of changing market conditions and will encourage economic development.

These changes introduce a variety of non-residential uses throughout various zoning districts. The non-residential uses include manufacturing which could potentially have a negative impact on adjoining properties if not limited in size. However, if limited in size these uses are appropriate and desired in more areas of the City than industrial properties. The overall intent is to provide increased variety and flexibility of non-residential goods, services, and employment centers in close proximity to residences and commercial uses.

DISCUSSION:

On December 8, 2014 the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 6-0-0. Several local microbreweries and the Fayetteville Chamber of Commerce are in favor of the ordinance change.

BUDGET/STAFF IMPACT:

None

Attachments:

- The proposed code changes to UDC Chapters 151 (Definitions), 161 (Zoning), 162 (Use Units), and 166.25 (Commercial, Office and Mixed Use Design Standards), are shown in strikeout-highlight.
- December 8, 2014 Planning Commission staff report (including interviews with local brewers and Director of Arkansas Alcoholic Beverage Control Division).



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: December 8, 2014 (Updated December 9, 2014)

SUBJECT: **ADM 14-4896 Administrative Item (UDC AMENDMENT SMALL-SCALE PRODUCTION):** Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 151, 161, 162, and 166. The proposal is to modify the zoning code to create a new use unit for small-scale production including boutique/specialty manufacturing. The intent of the code change is to allow a broader range of non-residential uses throughout the City.

RECOMMENDATION:

Staff recommends that the Planning Commission discuss and table **ADM 14-4896** until the January 12, 2015 meeting.

PROJECT SYNOPSIS:

Staff proposes the following code changes:

- Create a new use unit for small-scale commercial production that is limited in size.
- The new use unit includes uses such as boutique/specialty manufacturing (microbreweries, specialty food manufacturers, cabinet shop, etc.) and clean technology.
- These types of uses are not allowed by right in commercial and mixed use zoning districts. However, if these uses are limited in size they do not pose compatibility issues.
- The uses in the new use unit would generate similar land use impacts as a restaurant or general commercial use. The new use unit is allowed in the same zoning districts as a restaurant or general commercial use.
- Incorporating the new use unit into several zoning districts introduces additional variety of non-residential uses throughout the City encouraging mixed use, live/work/shop/play, redevelopment, and infill policy that is encouraged in the comprehensive land use plan.
- The proposed code amendments are a result of changing market conditions and will encourage economic development.

DISCUSSION:

Over the past several years the City has seen an influx of smaller start-up businesses operating out of residences, leasing small buildings or partial tenant spaces. In addition, a number of existing vacant buildings along commercial corridors have been adapted and re-used for a variety of non-residential uses not typically seen in commercial areas including churches, fitness studios, and light manufacturing/retail. There have been situations where a new or expanding business has either had to request a conditional use permit to operate in an existing commercial building, or

been forced to an undesirable industrial area or a different community to find appropriate space to lease. A demand for small, light manufacturing tenant space has increased, including uses such as microbreweries.

To address these issues staff proposes the following changes to the Fayetteville Unified Development Code. As described in the Project Synopsis, these changes introduce a variety of non-residential uses throughout various zoning districts. The non-residential uses include manufacturing which could potentially have a negative impact on adjoining properties if not limited in size. However, if limited in size these uses are appropriate and desired in more areas of the City than industrial properties. The overall intent is to provide increased variety and flexibility of non-residential goods, services, and employment centers in close proximity to residences and commercial uses.

The changes are proposed as follows:

1. Chapter 162 Use Units. Created a new *Use Unit 45, Small scale production*. The use unit includes the following.
 - All uses within Use Unit 42, Clean Technologies are included but they are limited by size to a maximum of 5,000 sq. ft. of gross floor area.
 - Use Unit 42 includes high tech research and development, and fabrication of alternative energy products.
 - Microbrewery/microwinery/microdistillery are allowable with a maximum gross floor area of 10,000 sq. ft. for the manufacturing portion of the facility and production less than 15,000 barrels per year¹. Staff research and site visits indicate that microbreweries are very different than a typical manufacturing facility, with minimal impact to neighbors. Several local microbreweries are in facilities greater than 5,000 sq. ft. but less than 10,000 sq. ft. and are typically located in industrial areas or associated with a restaurant.
 - Boutique/specialty manufacturing limited by size to a maximum of 5,000 sq. ft. of gross floor area. This includes specialty food manufacturers with or without a retail store front, a coffee roasting facility, or other specialty manufacturers with minimal impacts to adjoining properties.
2. Chapter 151 Definitions. Add definitions for 'coffee roasting facility' and 'microbrewery'.
3. Chapter 166.25 Commercial, Office and Mixed Use Design and Development Standards. Added a requirement that non-residential developments classified as Use Unit 45 shall be subject to these standards. The types of uses allowed under Use Unit 45 are often associated with blank industrial buildings that would not be appropriate or compatible in a commercial setting.

¹ The American Brewer's Association definition of microbrewery

4. Chapter 161 Zoning.

- Added Use Unit 45 as permitted or conditional use in the following zoning districts:

Conditional Use

NS, Neighborhood Services
R-O, Residential Office

Permitted Use

C-1, Neighborhood Commercial
CS, Community Services
C-2, Thoroughfare Commercial
UT, Urban Thoroughfare
C-3, Central Commercial
DC, Downtown Core
MSC, Main Street Center
DG, Downtown General

RECOMMENDATION:

Staff recommends that the proposed code changes be discussed and tabled until the next Planning Commission meeting, January 12, 2015. There is a relatively large volume of information to cover and staff wants to make sure all of the commissioners have had adequate time to review the proposal.

Planning Commission Action: ☐ Tabled ☒ Forwarded ☐ Denied

Meeting Date: December 8, 2014

Motion: Winston

Second: Cook

Vote: 6-0-0

Note: Forwarded with a recommendation for approval as proposed by staff.

BUDGET/STAFF IMPACT:

None

Attachments:

- The proposed code changes to UDC Chapters 151 (Definitions), 161 (Zoning), 162 (Use Units), and 166.25 (Commercial, Office and Mixed Use Design Standards), are shown in strikeout-highlight.
- Summary of interviews with local brewers and Director of Arkansas Alcoholic Beverage Control Division
- Definitions of microbrewery from American Brewer's Association and Arkansas Alcoholic Beverage Control Division
- Public comment

TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 151: DEFINITIONS

CHAPTER 151: DEFINITIONS

Coffee roasting facility. A facility in which unprocessed, green, coffee may be sorted, roasted and processed, or packaged for use and consumption.

Microbrewery/microdistillery/microwinery. A establishment for the manufacture, blending, fermentation, processing, and packaging of no more than 15,000 barrels of alcoholic beverages per year. It may serve alcoholic beverages for sampling on the premises and may also have wholesale and resale for sales of alcoholic beverages produced on the premises.

TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 161: ZONING REGULATIONS

161.01 APPLICATION OF DISTRICT REGULATIONS.....	3
161.02 ZONING COMPLIANCE AND BUSINESS LICENSE	3
161.03 DISTRICT R-A, RESIDENTIAL-AGRICULTURAL	4
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CHAPTER 161: ZONING REGULATIONS

161.01 Application of District Regulations

Minimum regulations/exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations.* No building or other structure shall hereafter be erected or altered:
 - (1) *Height/bulk.* To exceed the height or bulk;
 - (2) *Number of units.* To accommodate or house a greater number of units;
 - (3) *Lot area.* To occupy a greater percentage of lot area;
 - (4) *Setback/open spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.
- (C) *Independent compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District A-1 until the territory is rezoned as provided herein.
- (F) *Measuring setbacks.*

- (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
- (2) *Side.* Measured from the side property line.
- (3) *Rear.* Measured from the rear property line.
- (4) *Corner.* A corner lot has two fronts and two sides.

(G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.

(H) *Authorized construction/use.* Permits issued on the basis of plans and applications approved by the Zoning and Development Administrator or Planning Commission authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

(Code 1965, App. A., Art. 3; Ord. No. 1747, 6-29-70; Code 1991, §160.016; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5425, 8-2-11)

161.02 Zoning Compliance And Business License

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure until a business license has been issued by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements of this chapter.
- (B) *Conforming uses.* Uses permitted within the underlying zoning district shall be eligible for a business license, subject to §118 of the Fayetteville Code.
- (C) *Nonconforming uses.*
 - (1) Uses within the following use unit categories established prior to September 7, 2010 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or

from any other applicable federal, state, or city regulations.

Use Units	
3	Public protection facilities
4	Cultural and recreational facilities
5	Government facilities
6	Agricultural
7	Animal husbandry
12	Limited business
13	Eating places
15	Neighborhood shopping goods
24	Home occupation
25	Offices, studios, and related services

- (2) Uses within the following use unit categories established prior to July 15, 2003 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or from any other applicable federal, state, or city regulations.

Use Units	
2	City-wide uses by conditional use permit
14	Hotel, motel and amusement facilities
16	Shopping goods
17	Transportation trades and services
18	Gasoline service stations & drive in/drive through restaurants
19	Commercial recreation, small sites
20	Commercial recreation, large sites
21	Warehousing and wholesale
22	Manufacturing
23	Heavy industrial
27	Wholesale bulk petroleum storage facilities with underground tanks
28	Center for collecting recyclable materials
29	Dance halls
30	Extractive uses
31	Facilities emitting odors/handling explosives
32	Sexually oriented businesses
33	Adult live entertainment club or bar
34	Liquor stores
35	Outdoor music establishments
36	Wireless communications facilities
38	Mini-storage units
39	Auto salvage and junk yards
40	Sidewalk cafes
42	Clean technologies

43	Animal boarding and training
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- (3) Businesses operating in a zoning district that does not allow the use and that can not provide proof of their establishment in accordance with the criteria above are declared to be incompatible with permitted uses and shall not hereafter continue except in conformity with the regulations of the district in which it is located. These businesses shall not be eligible to obtain a city business license until or unless they are brought into compliance with the zoning district regulations.

(Code 1965, App. A., Art. 9(3), (5); Ord. No. 1747, 6-29-70; Code 1991, §§160.192, 160.194; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5425, 8-2-11)

Cross reference(s)--Enforcement, Ch. 153.

161.03 District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

- (B) *Uses.*

- (1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

- (2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

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(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5195, 11-6-08; Ord. 5238, 5-5-09; Ord. 5479, 2-7-12)

161.04 District RSF-.5, Residential Single-Family – One Half Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two acres and a maximum gross density of approximately one-half unit per acre.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities

Unit 44 Cottage Housing Development

(C) *Density.*

Units per acre	One-half (approximately)
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot area minimum	71,438 Sq. Ft.
Land area per dwelling unit	71,438 Sq. Ft.

(E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* None.

(Code 1991, §160.043; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5462, 12-6-11)

161.05 District RSF-1, Residential Single-Family – One Unit Per Acre

(A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(D) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(E) *Density.*

Units per acre	1
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(F) *Bulk and area regulations.*

Lot width minimum	150 ft.
Lot area minimum	35,720 Sq. Ft.
Land area per dwelling unit	35,720 Sq. Ft.

(G) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(H) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(I) *Building area.* None.

(Code 1965, §160.44; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5462, 12-6-11)

161.06 District RSF-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(D) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(E) *Density.*

Units per acre	2
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(F) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(G) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(H) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(I) *Building area.* None.

(Code 1991, §160.045; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5462, 12-6-11)

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

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(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-

19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.08 District RSF-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

Single-family dwelling units per acre	7 or less
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(D) *Bulk and area regulations.*

(E) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(F) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(G) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.

Townhouse, no more than two attached	3,000 sq. ft.
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(H) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(I) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(J) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

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

161.09 District RSF-8, Residential Single-Family – 8 Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	50 ft.
Two-family	50 ft.
Townhouse, no more than two attached	25 ft.

(2) *Lot area minimum.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.

(3) *Land area per dwelling unit.*

Single-family	5,000 sq. ft.
Two-family	5,000 sq. ft.
Townhouse, no more than two attached	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	5 ft.

(F) *Height regulations.*

Building Height Maximum	45 ft.
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(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

(Ord. 4783, 10-18-05; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.10 District RT-12, Residential Two And Three Family

(A) *Purpose.* The RT-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the

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development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) Uses.

(1) Permitted uses.

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

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) Density.

Units per acre	12 or less
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(D) Bulk and area regulations.

	Single-family	Two-family	Three-family
Lot width minimum	60 ft.	70 ft.	90 ft.
Lot area minimum	6,000 sq. ft.	7,260 sq. ft.	10,890 sq. ft.
Land area per dwelling unit	6,000 sq. ft.	3,630 sq. ft.	3,630 sq. ft.

(E) Setback requirements.

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	20 ft.

(F) Building height regulations.

Building height maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

(G) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

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

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

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

161.11 District RMF-6, Residential Multi-Family – Six Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) Uses.

(1) Permitted uses.

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

(2) Conditional uses.

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

(C) Density.

Units per acre	6 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 sq. ft.
Townhouse:	
•Development	10,000 sq. ft.
•Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

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

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan

right-of-way shall have a maximum height of 45 feet.

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

(G) *Building area.* None.

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

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13; Ord. 5664, 2-18-14)

161.12 District RMF-12, Residential Multi-Family – Twelve Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse: Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

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

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

Any building which exceeds the height of 20 feet shall be set back from any side boundary line of

an adjacent single family district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* None.

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

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.13 District RMF-18, Residential Multi-Family – Eighteen Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	18 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

Professional offices	100 ft.
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(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouse:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured Home	3,000 sq. ft.
Apartments:	
No bedrooms	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

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

(F) *Building height regulations.*

Building Height Maximum	30/45 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of 45 feet.

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

(G) *Building area.* None.

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

(Ord. No. 4325, 7-3-01; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

Manufactured home park	3 acres
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Lot within a mobile home park	4,200 sq. ft.
Townhouses:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Apartments:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	25 ft.

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

(F) *Building height regulations.*

Building Height Maximum	30/45/60ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

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

(G) *Building area.* None.

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

lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5079, 11-20-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5495, 4-17-12; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

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

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

(B) *Uses.*

(1) *Permitted uses.*

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

(2) *Conditional uses.*

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

(C) *Density.*

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

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

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

(3) *Land area per dwelling unit.*

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

(E) *Setback requirements.*

Front	Side	Rear
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 ft.	20 ft.

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

(F) *Building height regulations.*

Building Height Maximum	30/45/60 ft.*
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*A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 30 feet, between 10-20 feet from the master street plan right-of-way a maximum height of 45 feet and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 60 feet.

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

(G) *Building area.* None.

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

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5224, 3-3-09; Ord. 5262, 8-4-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.16 Neighborhood Services

(A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cottage Housing Development

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

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	10 or less
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(D) *Bulk and Area*

(1) *Lot width minimum*

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Single-family	35 feet
Two-family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot area minimum.*

Single-family	4,000 sq. ft.
Two-family or more	3,000 sq. ft. of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback regulations*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height regulations.*

Building Height Maximum	45 ft.
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(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.17 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 25	Offices, studios, and related services
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities

Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

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

(2) *Lot area minimum.*

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

(3) *Land area per dwelling unit.*

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

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.

Side, in the Hillside Overlay District	8 ft
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Building height regulations.*

Building Height Maximum	60 ft.
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Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 25	Offices, studios, and related services
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 40	Sidewalk Cafes

Unit 42	Clean technologies
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(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 ft.*
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*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.19 Community Services

(A) *Purpose.* The Community Services district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

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Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

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

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) Density. None

(D) Bulk and area regulations.

(1) Lot width minimum.

Dwelling	18 ft.
All others	None

(2) Lot area minimum. None

(E) Setback regulations.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) Building Height Regulations.

Building Height Maximum	56 ft.
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(G) Minimum buildable street frontage. 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.20 District C-2, Thoroughfare Commercial

(A) Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) Density. None.

(D) Bulk and area regulations. None.

(E) Setback regulations.

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	75 ft.*
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*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; 5353, 9-7-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.21 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods

Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

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

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and area regulations.*

(1) *Lot width minimum*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building height regulations.*

Building Height Maximum	56/84 ft.*
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TITLE XV UNIFIED DEVELOPMENT CODE

*A building or a portion of a building that is located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

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

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.22 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None

(E) *Setback regulations.*

	Central Business District	Shopping Center
Front	5 ft.	25 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.	50 ft.
Side	None	None
Side, when contiguous to a residential district	10 ft.	25 ft.
Rear, without easement or alley	15 ft.	25 ft.
Rear, from center line of a public alley	10 ft.	10 ft.

(F) *Building height regulations.*

Building Height Maximum	56/84 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Code 1965, App. A., Art. 5(VII); Ord. No. 2351, 6-21-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.037; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; 4863, 5-02-06; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 06-18-13)

161.23 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 44	Cottage Housing Development
Unit 45	Small scale production

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

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

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

(F) *Minimum buildable street frontage.* 80% of lot width.

(G) *Building height regulations.*

Building Height Maximum	56/168 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 168 feet.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.24 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the *Main Street/Center*. The *Center* is more spatially compact and is more likely to have some attached buildings than *Downtown General* or *Neighborhood Conservation*. Multi-story buildings in the *Center* are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the *Main Street/Center*. The *Center* is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall

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need approval when combined with pre-approved uses.

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) Density. None.

(D) Bulk and area regulations.

(1) Lot width minimum.

Dwelling (all unit types)	18 ft.
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(2) Lot area minimum. None.

(E) Setback regulations.

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

(F) Minimum buildable street frontage. 75% of lot width.

(G) Building height regulations.

Building Height Maximum	56/84 ft.*
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*A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of 84 feet.

(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5042, 8-07-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-

10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.25 Downtown General

(A) Purpose. *Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the *Downtown General* district is a residential zone.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

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

(2) Conditional uses.

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

(C) Density. None

(D) Bulk and area regulations.

(1) *Lot width minimum.*

Dwelling (all unit types)	18 ft.
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(2) *Lot area minimum.* None.

(E) *Setback regulations.*

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

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

(G) *Building height regulations.*

Building Height Maximum	56 ft.
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(Ord. 5028, 6-19-07; Ord. 5029, 6-19-07; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
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(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

161.27 District I-1, Heavy Commercial And Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

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(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	50 ft.
Front, when adjoining C, I, or P districts	25 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I, or P districts	10 ft.
Rear	25 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10; Ord. 5472; 12-20-11)

161.28 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities
Unit 38	Mini-storage Units
Unit 39	Auto salvage and junk yards

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front, when adjoining A or R districts	100 ft.
Front, when adjoining C, I or P districts	50 ft.
Side, when adjoining A or R districts	50 ft.
Side, when adjoining C, I or P districts	25 ft.
Rear	25 ft.

(F) *Height regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that any building which exceeds the height of 25 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 25 feet.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(IX); Ord. No. 2351, 6-21-77; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.040; Ord. No. 3971, §2, 5-21-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10)

161.29 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft.
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.
Rear, from center line of public alley	10 ft.

(F) *Height regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, that any building which exceeds the height of 20 feet shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 60 % of the total area of such lot.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-

98; Ord. No. 4178, 8-31-99; Ord. 5073, 11-06-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10)

161.30 District E-1, Extraction

(A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.* None.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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(2) *Lot area minimum.*

Lot area minimum	10 acres
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(E) *Setback regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 ft.
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 ft.

(Code 1991, §160.047; Ord. No. 3546, 4-16-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5312, 4-20-10)

161.31 Reserved

(Code 1991, §160.048; Ord. No. 3821, §1, 3-5,8-9-94; Ord. No. 38-06, 6-28-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord.

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No. 4128, §1, 12-15-98; Ord. 4725, 7-19-05; Ord. 4784, 10-18-05; Ord. 5312, 4-20-10; Ord. 5526, 9-18-12)

Cross reference(s)—Appeals, Ch. 155; Variances, Ch. 156.

161.32 Planned Zoning District

(A) *Applicability.* To be considered for a Planned Zoning District, the applicant shall meet all of the following criteria:

(1) *Location.* Any property located within the city limits is eligible for a Planned Zoning District. Upon City Council approval, an owner or developer of a specific piece of property located within the City's designated planning area may be authorized to submit a Planned Zoning District application in conjunction with an annexation request, but final approval of the PZD will not be effective until said property is annexed into the City of Fayetteville.

(2) *Size.* There shall be no minimum or maximum tract size for a PZD application.

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

(1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) *Compatibility.* Providing for compatibility with the surrounding land uses.

(3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) *No negative impact.* Does not have a negative effect upon the future development of the area;

(6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

(7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

(8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.

(9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.

(10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.

(11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

(C) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 154, Amendments.

(1) Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and zoning standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of zoning standards and a specific master plan.

(2) All uses identified within §162 Use Units of the Unified Development Code may be allowed as permissible uses or conditional uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

(3) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

(a) The densities of surrounding development;

(b) The densities allowed under the current zoning;

- (c) The urban development goals and other policies of the city's Future Land Use Plan;
 - (d) The topography and character of the natural environment; and
 - (e) The impact of a given density on the specific site and adjacent properties.
- (4) Building setback. There shall be no minimum building setback except as may be determined by the Planning Commission and City Council during review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. Greater setbacks may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate separation from adjacent properties.
- (5) *Building height*. There shall be no maximum building height except as may be determined by the Planning Commission and City Council during the review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (6) *Building area*. The Planning Commission and City Council shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. 4717, 7-5-05; Ord. 4764, 09-20-05; Ord. 4783, 10-18-05; Ord. 5312, 4-20-10; Ord. 5675, 4-1-14)

161.33-161.99 Reserved

(Ord. 4930, 10-03-06 repealed and re-adopted the entire chapter

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CHAPTER 162: USE UNITS

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern. The asterisk (*) next to a specific use indicates that the use has special conditions as required by Chapter 163, Use Conditions and Chapter 164 Supplemental Regulations.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 11	Manufactured home park
Unit 12	Limited business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 37	Manufactured homes
Unit 38	Mini-storage units
Unit 39	Auto salvage and junk yards
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(A) Unit 1. City-wide uses by right.

- (1) *Description.* Unit 1 consists of public uses, essential services, agricultural uses, open land uses, and similar uses which are subject to other public controls or which do not have significantly adverse effects on other permitted uses and are, therefore, permitted as uses of right in all districts.
- (2) *Included uses.* Public facilities of the types embraced within the recommendations of the Comprehensive Land Use Plan.

Agricultural, forestry, and fishery:	•Field crop farms •Fishery •Forest •Fruit, tree, and vegetable farm
Essential services located in public right-of-way:	•Fire alarm box •Fire hydrant •Passenger stop for bus •Police alarm box •Sidewalk •Street, highway, and other thoroughfare •Street signs, traffic signs, and signals •Utility mainline, local transformer and station, and similar facilities customarily located in public right-of-way
Recreation and related use:	•Arboretum •Historical marker •Park area •Parkway •Wildlife preserve
Water facilities:	•Reservoir, open •Watershed •Conservation or flood control project

(B) Unit 2. City-wide uses by conditional use permit.

- (1) *Description.* Unit 2 consists of uses which may be conducted anywhere in the territorial jurisdiction, but which can be objectionable to nearby uses and are therefore permitted subject to conditional use permits in all districts.
- (2) *Included uses.*

Public and private facilities:	•Airport, flying fields and heliport •Bed and breakfast facilities* •Campground •Community Recycling Drop-off Facility •Plant nursery •RV sewage disposal facility •Solid waste disposal facility
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Temporary facilities:	•Water recreation area •Carnival, circus, and tent revival* •Commercial facilities •Real estate sales office (located at a specific location in an underdeveloped subdivision and operated for the purpose of developing said subdivision) •School and church facility
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(C) Unit 3. Public protection and utility facilities.

(1) *Description.* Unit 3 consists primarily of public protection and utility equipment which:

- (a) Is ordinarily not located in the street right-of-way and can be significantly objectionable to nearby residential, commercial, and light industrial uses;
- (b) Have requirements for specific locations or are needed to serve residential neighborhood or local areas; and
- (c) Are, therefore, permitted only on review.

(2) *Included uses.*

Facilities of Public Service Corporations:	•Electric regulating station •Pressure control station •Transmission station for tower, radio, telegraph, telephone, television
Other utility and protective facilities:	•Airway beacon •Public utility maintenance building, warehouse, or storage building •Water pipeline rights-of-way, sewer or water treatment plant, water storage facility
Railroad rights-of-way	
Communications and utility transmission line rights-of-way	

(D) Unit 4. Cultural and recreational facilities.

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	

Church	
College or university	
Community center	
Crematorium	
Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)--Parking and Loading, Ch. 172.

(E) Unit 5. Government facilities.

(1) *Description.* Unit 5 consists of the main facilities of government agencies.

(2) *Included uses.*

City or county jail
Courts of law
Fire station
Governmental agencies and offices
Library
Police station
Post office
Detention Home

(F) Unit 6. Agriculture.

(1) *Description.* Unit 6 consists of agricultural uses and services and certain other uses suitable for location near, but not in, a residential district.

(2) *Included uses.*

Agricultural uses and services:	Farm:	•Egg •Truck
	Services:	•Hay baling •Smoking, curing and selling of smoked or cured poultry and livestock •Sorting, packing and selling of fruits, vegetables and flowers •Threshing

(G) Unit 7. Animal husbandry.

(1) *Description.* Unit 7 consists of livestock raising and related activities which are

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ordinarily objectionable to other uses and require, therefore, a buffer strip when abutting a C or R District.

(2) *Included uses.*

Animal farms for show, breeding, and training	
Farms with livestock	
Livestock services:	•Animal hospitals •Shipping of livestock •Training of horses •Veterinarian's treatment areas
Recreational uses:	•Guest ranch •Riding stable * •Rifle range •Rodeo ground

(H) *Unit 8. Single-family dwellings.*

(1) *Description.* Unit 8 is provided in order that single-family dwellings may be located in appropriate residential areas.

(2) *Included uses.*

Single-family dwellings

(I) *Unit 9. Two-family dwellings.*

(1) *Description.* Unit 9 is provided in order that two family attached dwellings may be located in appropriate residential areas.

(2) *Included uses.*

Duplexes
Townhouse dwellings, no more than two attached units
Two-family dwellings

(J) *Unit 10. Three-family dwellings.*

(1) *Description.* Unit 10 is provided in order that three-family attached dwellings may be located in appropriate residential areas.

(2) *Included use.*

Townhouse development, no more than three attached units
Three-family dwellings
Tri-plexes

(K) *Unit 11. Manufactured home park. **

(1) *Description.* Unit 11 consists of a separate use of manufactured home parks in order that they may be located in appropriate residential areas.

(2) *Included uses.*

Manufactured home park *

Cross reference(s)--Use Conditions, Ch. 163; Manufactured homes and Manufactured home Parks, Ch. 175.

(L) *Unit 12. Limited business.*

(1) *Description.* Unit 12 consists of small-scale establishments offering commercial goods and services that are accessible for the convenience of individuals living in residential districts, while compatible in size, scale and appearance with the surrounding neighborhood. These uses shall be subject to the regulations in Chapter 164. All uses classified under Unit 12 must be within a building containing 3,000 square feet or less.

(2) *Included uses.*

Personal Services: (Maximum gross floor area of 1500 square feet)	•Day care •Dry Cleaning •Salon/Barber shop •Tailoring
Specialized Retail: (Maximum gross floor area of 2000 square feet)	•Antique/home decor sales •Apparel •Art/architectural supplies •Bakery, Pastry shops •Bicycle Shops •Book store •Coffee shop •Delicatessen •Drugstore •Food specialty stores •Florist •Grocery •Hardware •Health food store •Hobby /Craft Stores •Ice cream •Meat Market •Restaurant/café •Small appliance repair •Stationary Store •Toy store •Video rental
Professional Offices: (Maximum gross floor area of 3000 square feet)	•Accountant •Architect •Attorney •Broker •Business/Mgmt Consultant •Doctor •Dentist •Engineer •Insurance Sales •Interior Designer •Optometrist •Realtor

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Studios for: (Maximum gross floor area of 3000 square feet)	•Welfare agency •Art •Dance •Music •Photography •Pottery
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(M) Unit 13. Eating places.

- (1) *Description.* Unit 13 is established that eating places, excluding drive-ins and those that provide dancing and entertainment, can be located as needed without necessarily introducing other commercial uses.

(2) *Included uses.*

Eating places, other than drive-ins, which do not provide dancing or entertainment
Restaurants
Café's

(N) Unit 14. Hotel, motel, and amusement facilities.

- (1) *Description.* Unit 14 consists of hotels, motels, and certain types of amusement facilities.

(2) *Included uses.*

Hotel
Membership lodge
Motel
Motion picture theater
Night club, not providing dancing or outdoor music
Tavern, not providing dancing or outdoor music

(O) Unit 15. Neighborhood shopping goods.

- (1) *Description.* Unit 15 includes a variety of frequently purchased commercial goods, where convenience of location is more important than comparative shopping. These uses are grouped in limited areas while prohibiting all others not necessary near the residential districts. All uses classified under Use Unit 15 must be within a building containing 25,000 square feet or less.

(2) *Included uses.*

Personal services	•Barber/Salon •Dry cleaning •Laundry facility •Tailoring
Retail	•Apparel and accessory •Bakery, pastry shops •Bicycle shop •Bookstores

	•Coffee shop •Delicatessen •Drugstore •Electronics •Florists •Food specialty stores •Furniture and Home Decor •Grocery •Hardware store •Health food store •Hobby/craft shop •Ice cream •Jewelry/watch sales and repair •Meat market •Music instruments •News and magazine stand •Optical goods •Pet shop •Photography Studio •Picture framing •Shoe store •Sporting goods •Stationary store •Toy store •Video rental
Vehicular Sales (interior display only)	•Automobile •ATV/Motorcycle •Boat/Personal Watercraft (PWC)

(P) Unit 16. Shopping goods.

- (1) *Description.* Unit 16 consists of stores selling retail goods which are ordinarily purchased less frequently and often have a city-wide or regional market.

(2) *Included uses.*

NEIGHBORHOOD SHOPPING GOODS	ALL USES WITHIN UNIT 15 ARE ALSO PERMITTED WITHIN UNIT 16, WITHOUT RESTRICTION TO SIZE
General Merchandise:	•Department store •Mail order
Merchandise vending machine operations	•Sales and repair
Home/Office:	•Appliances •China, glassware •Draperies, curtains •Floor coverings •Furniture
Personal services:	•Animal daycare •Animal hospital •Auctioneer •Bindery •Body piercing

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	•Costume rental service •Detective service •Electrical repair service •Furniture repair, refinishing •Gunsmith •Interior decorating •Linen supply and industrial laundry •Locksmith •Office supplies •Rug cleaning, repair •Sign painting •Tattoo and piercing •Taxidermist •Tool sharpening, repair •Watch and jewelry repair •Weight loss center
Retail	•Apparel and accessory •Auto accessory store •Boat and accessory store •Dry goods •Garden supply

(Q) Unit 17. Transportation trades and services.

- (1) *Description.* Unit 17 consists of establishments engaged primarily in providing vehicular sales, service and maintenance, and similar services which fulfill recurrent needs of residents of nearby areas, but are generally incompatible with primary retail districts because they break the continuity of retail frontage. Uses also include those that require transport of persons or materials on a regular basis.

(2) *Included uses.*

RETAIL TRADE ESTABLISHMENTS, GENERAL:	•AUTOMOTIVE SALES, •BODY SHOPS/GARAGES •FARM SUPPLIES AND EQUIPMENT AND REPAIR •LAWN EQUIPMENT SALES, REPAIR •MARINE CRAFT SALES, REPAIR •MOTORCYCLE SALES, REPAIR •TRUCK SALES •TRAILER, CAMPING, HAULING, TRAVEL, SALES •USED CAR LOTS
Personal help:	•Auto wash •Motor repair •Packing and crating
Transportation service:	•Bus station

	•Car rental •Express service •Helistop •Railway terminal •Taxicab station
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(R) Unit 18. Gasoline service stations and drive-in/drive through restaurants

- (1) *Description.* Gasoline service stations and drive-in restaurants can be significantly objectionable to nearby uses, so, therefore, have been allowed only in districts where necessary to provide this use.

(2) *Included uses.*

Gasoline service station *
Self-service auto wash (in conjunction with a gasoline service station) *
Drive-in /drive through restaurant *

(S) Unit 19. Commercial recreation, small sites.

- (1) *Description.* Unit 19 consists of commercial amusements which ordinarily do not require large sites and often seek location in or near developed commercial areas.

(2) *Included uses.*

Billiard and pool parlor
Bowling alley
Slot car track
Skating rink
Video arcade
Indoor theater

Cross reference(s)--Parking and Loading, Ch. 172.

(T) Unit 20. Commercial recreation, large sites.

- (1) *Description.* Unit 20 consists of commercial recreation facilities which are usually conducted out-of-doors, on large sites, and in undeveloped, outlying parts of the city. Uses in this unit have an adverse effect on certain other uses, in that they are often noisy and are large traffic generators.

(2) *Included uses.*

Amusement park *
Drag strip
Drive-in theater
Fairgrounds
Fishing dock
Go-cart track
Golf range, golf course
Miniature golf
Race track

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Zoo

(U) Unit 21. Warehousing and wholesale.

- (1) *Description.* Unit 21 includes warehousing, wholesaling and trucking of the type which is usually located to serve the central business district and is easily serviced by rail and highway transportation.

(2) *Included uses.*

Building material establishments:	•Air conditioning •Building materials •Electrical supply •Glass •Heating equipment •Lumber •Paint •Plumbing supplies •Wallpaper
Fuel establishments:	•Bottled gas •Fuel dealer •Fuel oil
Monument, including processing	
Service establishments: Building service	•Disinfecting and exterminating service •Janitorial service •Window cleaning service
Service establishments: Contract construction service	•Air conditioning •Building construction •Carpentry •Cesspool cleaning •Concrete •Decorating •Electrical •Furnace cleaning •Heating •Heavy construction •Housing for caretakers •Impound Yard •Masonry •Oil well drilling •Painting •Paper Hanging •Plastering •Plumbing •Roofing •Sheet metal •Stonework •Tile setting •Towing Business •Water well drilling
Trucking establishments	
Vending machines	
Warehouses	
Wholesale establishments	

(V) Unit 22. Manufacturing.

- (1) *Description.* Unit 22 consists of industrial uses which usually generate some adverse environmental effects and for this reason they should be located away from uses which do not produce adverse effects.

(2) *Included uses.*

Fabricated metal products:	•Cutlery engraving •Fire control equipment •Guns and related equipment •Machinery •Tanks •Transportation equipment, including body shops
Fabricated structural products:	•Air conditioning and cooling apparatus •Fabricated wire products •Fire control equipment •Hardware products •Heating apparatus •Metal cans
Miscellaneous manufacturing:	•Athletic goods •Amusements •Musical instruments •Plated ware •Silverware •Sporting goods •Toys •Textile products •Housing for caretakers

(W) Unit 23. Heavy industrial.

- (1) *Description.* Unit 23 consists of uses which cause the greatest adverse environmental effects because of odor, noise, unsightliness, air pollution and explosions.

(2) *Included uses.*

Manufacturing uses:	•Fabricated metal products •Primary metal industries •Textile mill products
Processing and sales:	•Scrap metal •Refuse
Repair service	•Tirecapping
Wrecking and demolition services	
Apparel products:	•Industrial leather belting
Clay products	
Food and allied products	
Furniture and allied products	
Glass products	
Lumber and wood products:	•Millware products •Plywood products •Prefabricated structural wood •Veneer products •Wooden container
Paper and allied products:	•Paperboard containers
Petroleum and related industries:	•Coal yard •Lubricating oils and greases
Primary metal industry:	•Foundry
Stone products	
Housing for caretakers	

(X) Unit 24. Home occupation.

- (1) *Description.* Unit 24 consists of businesses for which financial compensation is received,

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conducted on a residential property, and which generates motor vehicle traffic to the residential property. Only those residing on the property may be employed by the home occupation.

(2) *Included uses.*

Home child care, no more than six children	
Instructional services:	Art Crafts Dance Music Tutoring
Professional services:	Architects Insurance agents Lawyers Real estate agents Accountants Editors Publishers Graphic designers Travel agents
Repair services:	Clocks and watches Computers Electronic devices Lawnmowers Small appliances Small engines
Sales of home produced agriculture products:	Produce Eggs Honey or beeswax products Jams or jellies Milk and milk products Other products that may be home grown or home made on this property

(Y) *Unit 25. Offices, studios and related services.*

(1) *Description.* Unit 25 consists of offices, studios, medical and dental labs, and other supporting services and sales.

(2) *Included uses.*

Medical Clinic:	• Dental office/clinic • Medical office/clinic
Professional office:	• Accountant • Architect • Attorney • Broker • Engineer • Realtor
Sale of supplies and equipment	• Architecture, drafting, and art supplies • Office furnishings and supplies • Medical, optical, and dental supplies • Scientific instruments
Services:	• Advertising agency • Animal daycare (10 animals or

	less) • Auto parking garage • Bail bonding agency • Business or management consultant • Computing service • Consultant • Data processing service • Drafting service • Employment agency • Financial institution • Funeral home • Insurance sales • Interior decorator • Photocopying or printing • Social and welfare agencies • Travel agency • Veterinary small animal out-patient clinic
Studios:	• Artist's studio • Photography studio • Studio for teaching any of the fine or liberal arts

(Z) *Unit 26. Multi-family dwellings.*

(1) *Description.* Unit 26 is provided in order that multi-family dwellings and more than three attached units may be located in appropriate residential areas.

(2) *Included areas.*

Apartments
Convalescent home
Dormitory
Fraternity/Sorority houses
Multi-family attached dwellings
Rooming/boarding house
Townhouse, more than three attached units

(AA) *Unit 27. Wholesale bulk petroleum storage facilities with underground storage tanks.*

(1) *Description.* Unit 27 is provided in order that wholesale bulk petroleum storage facilities with underground storage tanks may be located in the appropriate industrial areas.

(2) *Included uses.*

Wholesale bulk petroleum storage facilities with underground storage tanks
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(BB) *Unit 28. Center for collecting recyclable materials.*

(1) *Description.* Unit 28 is provided in order that centers for collecting recyclable material may be located in appropriate commercial and industrial areas.

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(2) *Included uses.*

Center for collecting recyclable materials
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(CC) *Unit 29. Dance halls. **

- (1) *Description.* Unit 29 is provided in order that establishments that provide areas for dancing may be located in an appropriate environment and as not to negatively impact adjacent properties.

(2) *Included uses.*

Bars providing area for dancing
Dance halls
Restaurants providing area for dancing
Taverns providing area for dancing

(DD) *Unit 30. Extractive uses.*

- (1) *Description.* Unit 30 consists of extractive uses which generate substantial nuisances and adverse environmental effects.

(2) *Included uses.*

Mining:	•Coal and ores •Clay, sand and silt •Rock and gravel •Other minerals •Petroleum extraction •Natural gas extraction
Other:	•Rock crushing •Sorting and washing of earth products

(EE) *Unit 31. Facilities emitting odors and facilities handling explosives. **

- (1) *Description.* Unit 31 consists of facilities which are heavy industrial in nature, but which have the potential to have adverse effects such as odor or the potential for explosions

(2) *Included uses.*

Manufacturing Uses:	Chemical and allied products	
	Food and kindred products:	•Animal fats and oils rendering •Beverages distilling •Meat slaughtering and pack-aging
	Paper and allied products	
	Rubber and plastic products	
Processing and sales:	Explosives	
Wholesale and	Livestock	

warehousing:	stockyards	
	Explosive materials	
Apparel products:	Leather tanning	
Chemical and allied products:	Any process likely to emit odor or have the potential for explosion	
Paper and allied products:	Building paper and board	•Paper
Petroleum and related industries:	Bulk station and terminal	
Rubber and miscellaneous plastic products:	Inner tubes Tires	

(FF) *Unit 32. Sexually oriented business.*

- (1) *Description.* Unit 32 consists of adult arcades, adult bookstores or adult video stores, adult cabarets, adult motion picture theaters, or adult theaters whose inventory, merchandise or performances are characterized by a preponderance of "specified sexual activities" or "specified anatomical areas" all as more fully set forth in Ordinance No. 4024, §123.26, as may be amended from time to time.

(2) *Included uses.*

Adult arcade
Adult bookstore
Adult video stores
Adult cabarets
Adult motion picture theaters
Adult theaters

(GG) *Unit 33. Adult live entertainment club or bar.*

- (1) *Description.* Unit 33 includes fixed places of business selling or dispensing alcoholic beverages including private clubs which emphasize and seek through one or more dancers to arouse or excite the patron's sexual desires.

(2) *Included uses.*

Semi-nude club or bar
Exotic dance club or bar
Go-Go dance club or bar
Strip club or bar
Gentlemen's club or bar

(HH) *Unit 34. Liquor Stores. **

- (1) *Description.* Unit 34 includes fixed places of business licensed by the Arkansas Alcoholic Beverage Control Board to sell alcoholic beverages for off-premise consumption.

(2) *Included uses.*

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Liquor Stores *

(II) Unit 35. Outdoor music establishments. *

- (1) *Description.* Unit 35 includes any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses.

(2) *Included uses.*

Outdoor music establishments *

(JJ) Unit 36. Wireless Telecommunications Facilities.

- (1) *Description.* A land use facility that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications.

(2) *Included uses.*

Wireless telecommunications facilities *	Antennas Accessory buildings Accessory development Cellular towers Horns Microwave dishes Monopoles
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(KK) Unit 37. Manufactured Homes.

- (1) *Description.* Unit 37 is provided in order that manufactured homes may be located in appropriate residential areas.

(2) *Included uses.*

Manufactured homes *

(LL) Unit 38 Mini-storage units

(MM) Unit 39 Auto salvage and junk yards

(NN) Unit 40. Sidewalk Cafes.

- (1) *Description.* Unit 40 is provided in order that sidewalk cafes may be located in appropriate commercial areas.

(2) *Included uses.*

Sidewalk Cafes

(OO) Unit 41 Accessory Dwelling Units

- (1) *Description.* Unit 41 includes accessory dwelling units.

(2) *Included uses.*

Accessory Dwelling Units *

(PP) Unit 42 Clean Technologies

- (1) *Description.* Unit 42 consists of uses that fabricate or produce goods and services that greatly reduce or eliminate negative environmental impacts, create new technologies or improve the productive and responsible use of natural resources.

Alternative Energy Fabrication and Storage Components:	•Wind •Solar •Fuel cells •Batteries •Hybrid systems
Fabrication or Production of Materials:	•Nano Technologies •Solar panels •Computer components, such as microchips •Advanced packaging
Research and Development:	•Monitoring and control systems •Energy infrastructure management •Energy efficiency management •Materials and recycling management •Transportation logistics •Environmental cleanup and safety •Scientific or high tech research laboratories

(QQ) Unit 43. Animal Boarding and Training.

- (1) *Description.* Unit 43 consists of services such as animal boarding, training, kennels, outdoor animal daycare and related activities which have outdoor space for animal exercise and other activities and may therefore result in noise and aesthetic impacts and may pose compatibility issues when adjacent to commercial or residential uses without adequate buffers in place.

(2) *Included uses.*

Animal boarding
Animal training
Kennels
Outdoor animal daycare
Outdoor dog runs
Other outdoor animal activity

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(RR) Unit 44. Cottage Housing Development.

- (1) *Description.* Unit 44 is provided in order that cottage housing developments are permitted by right in multi-family zoning districts and by Conditional Use Permit in single family zoning districts.
- (2) *Included uses.*

Cottage Housing Developments

(SS) Unit 45. Small scale production

- (1) *Description.* Unit 45 is provided in order that increased variety and flexibility of non-residential goods, services, and employment centers may be provided in close proximity to residences and commercial uses. These uses may have adverse impacts because of high traffic, delivery vehicles, noise, or odors and may pose compatibility issues if they are not limited in size.
- (2) *Included uses.*

Unit 42. Clean technologies	All uses within Unit 42 are permitted with a maximum gross floor area of 5,000 square feet
Microbrewery; microwinery; microdistillery	Maximum gross floor area of 10,000 square feet for the manufacturing portion of the facility and production of less than 15,000 barrels per year
Boutique/specialty manufacturing (maximum gross floor area of 5,000 square feet)	•Specialty food manufacturers with or without a retail store front •Coffee roasting facility •Other specialty manufacturers that have minimal impacts to adjoining properties compared with what is typically generated by similar uses within the designated zoning district, as determined by the Zoning and Development Administrator

(Code 1965, App. A., Art. 6 (A), (F); Ord. No. 329, 10-1-85; Ord. No. 3165, 2-4-86; Ord. No. 3341, 3-15-

88; Ord. No. 1747, 6-29-70; Code 1991, §§118.01, 160.055; Ord. No. 3546, 4-19-91; Ord. No. 3792, §§2, 3, 5-17-94; Ord. No. 3870, §1 (Ex. A), 2-21-95; Ord. No. 3909, §1, 7-18-95; Ord. No. 3971, §§3, 4, 5-21-96; Ord. No. 4024, §3, 3-18-97; Ord. No. 4034, §§1, 2, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4376, §5 (Ex. E), §6 (Ex. F), 3-5-02; Ord. No. 4423, §1 (Ex. A), 10-02-02, Ord. 4728, 7-19-05; Ord. 4913, 8-15-06; Ord. No. 4919, 09-05-06; Ord. 4930, 10-03-06; Ord. 4946, 11-21-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5203, 12-2-08; Ord. 5195, 11-6-08; Ord. 5226, 3-3-09; Ord. 5238, 5-5-09; Ord. 5312, 4-20-10; Ord. 5312, 4-20-10; Ord. 5338, 8-3-10; Ord. 5339, 8-3-10; Ord. 5352, 9-7-10; Ord. 5462, 12-6-11, Ord. 5668, 3-18-14)

Cross reference(s)--Use Conditions, Ch. 163; Supplementary District Regulations, Ch. 164.

162.02 Interpretation

- (A) In each use unit division, permitted uses are set forth in the division entitled "Included uses." In the event of a conflict between such divisions and the "description" divisions, the former shall prevail.
- (B) In any case where there is a question as to whether or not a particular use is included in a particular use unit, the Zoning and Development Administrator shall decide. A use shall not be interpreted as being in any use unit if it is specifically listed in another unit in this chapter.

(Code 1965, App. A., Art. 6(B); Ord. No. 1747, 6-29-70; Ord. No. 2181, 1-6-76; Code 1991, §160.056; Ord. No. 4100, §2 (Ex. A), 6-16-98)

162.03 Conditions Of Use

- (A) A use shall be subject to the provisions of the district in which the use is permitted. Certain uses shall be subject to additional conditions set forth separately herein. Reference will be made in the chapter to conditions applicable to a particular use in the unit where the use is listed.
- (B) Uses which are permitted both as principal and accessory uses shall be subject to the conditions set forth for the use as a principal use.

(Code 1965, App. A., Art. 6 (C); Ord. No. 1747, 6-29-70; Code 1991, §160.057; Ord. No. 4034, §6, 4-14-97; Ord. No. 4100, §2 (Ex. A) 6-16-98)

162.04 Enclosure Of Uses

Where so specified in a use unit listing, a use shall be operated only within a fully enclosed structure. The excepting of certain districts from this requirement with respect to certain uses does not indicate that such uses are necessarily permitted in such districts. In districts where enclosure of use is required,

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accessory off-street parking and loading shall be exempted from this enclosure requirement.

(Code 1965, App. A., Art. 6 (E); Ord. No. 1747, 6-29-70;
Code 1991, §160.059; Ord. No. 4100, §2 (Ex. A), 6-16-98)

162.05-162.99 Reserved

166.25 Commercial, Office and Mixed Use Design And Development Standards

(A) *Purposes.*

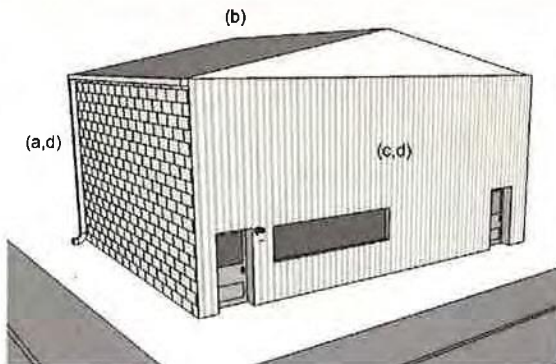
- (1) To protect and enhance Fayetteville's appearance, identity, and natural and economic vitality.
- (2) To address environmental concerns which include, but are not limited to, soil erosion, vegetation preservation, and drainage.
- (3) To protect and preserve the scenic resources distributed throughout the city which have contributed greatly to its economic development, by attracting tourists, permanent part-time residents, new industries, and cultural facilities.
- (4) To preserve the quality of life and integrate the different zones and uses in a compatible manner.
- (5) To address the issues of traffic, safety, and crime prevention.
- (6) To preserve property values of surrounding property.
- (7) To provide good civic design and arrangement.

(B) *Applicability.* These design and development standards apply to commercial developments, office developments, **developments classified as Use Unit 45, Small scale production**, those parts of a Planned Zoning District or other mixed use developments with commercial and office elements and to industrial developments within the I-540 Overlay District.

(C) *Building Exterior Appearance and Design Standards.* The following exterior development standards and design element guidelines shall be followed:

- (1) The elements to avoid or minimize include:
 - (a) Unpainted concrete precision block walls;
 - (b) Square "boxlike" structures;
 - (c) Metal siding which dominates the principal facade;
 - (d) Large blank, unarticulated wall surfaces;

Elements to Avoid



- (2) A development which contains more than one building should incorporate a recurring, unifying, and identifiable theme for the entire development site, without replicating the building multiple times.
- (3) A development should provide compatibility and transition between adjoining developments.

- (4) All structures shall be architecturally designed to have front facades facing all adjacent street and highway rights-of-way, and shall include at least one prominent entry-way on the principal façade(s).
- (5) All buildings should be constructed of wood, masonry, or other similar durable material.

(D) *Site Development and Design Standards.*

- (1) *Site coverage.* A maximum of 80% of the development site may be covered by the ground floor of any structure, parking lots, sidewalks, and private streets and drives or any other impermeable surface. Properties located within the Downtown Master Plan boundary are exempt from this requirement.
- (2) *Driveways.* Shared drives and cross access between properties shall be encouraged to adjacent developed and undeveloped properties.
- (3) Mechanical and utility equipment and refuse containers shall be screened if visible from the highway/street right-of-way or from residential property as set forth below:
 - (a) *Mechanical and utility equipment.*
 - (i) All mechanical and utility equipment located on the wall and/or on the ground shall be screened with vegetation, by incorporating screening into the structure, or by utilizing paint schemes that complement the building and screen the equipment.
 - (ii) All roof mounted utilities and mechanical equipment shall be screened by incorporating screening into the principal structure utilizing materials and colors compatible with the supporting building.
 - (b) *Refuse containers.* Refuse containers shall be screened with materials that are compatible with and complementary to the principal structure, with access to the refuse containers not visible from the street. Containers may be screened from view by the principal structure; by a permanent walled or fenced enclosure; or with appropriate vegetation, planted at a density and size sufficient to be view obscuring immediately from the date of planting; so long as the screening is maintained and loose trash does not litter the ground or become an environmental nuisance.
- (4) Outdoor storage of material and equipment shall be screened if visible from the highway/street right-of-way or from residential property as set forth below:
 - (a) At the expense of the owner or lessee of the property, and in all zones, the following uses shall be completely surrounded by a view obscuring fence or by view obscuring vegetation, or a combination of the two, of sufficient height to prevent the view of the premises from vehicular and pedestrian traffic on adjacent streets: outdoor storage yards, including but not limited to, auto salvage yards, scrap metal yards, used furniture yard and garbage dumps.
 - (b) Where vegetation is used to meet the requirements of this subsection, the vegetation shall be planted at a density sufficient to become view obscuring within two years from the date of planting. If vegetation planted under this subsection does not become view-obscuring within two years, a view-obscuring fence shall be installed.
 - (c) *Exceptions:* The outdoor display of materials or equipment solely for sale or lease, such as automobiles, seasonal garden supplies, etc. shall not be required to be screened as set forth in subsection (a) above.
- (5) *Non-residential uses adjacent to residential uses.* The Planning Commission or Planning Division may require non-residential uses, including parking lots associated with said uses, to be screened from adjacent residential uses, as set forth below:
 - (a) A buffer strip, fence, or screen wall that is required shall be constructed and maintained on the zoning lot containing or proposed to contain such use, in accordance with provisions of this chapter.
 - (b) *Buffer Strip.* The purpose of the buffer strip is to provide separation and enclosure of uses. The landscaped buffer strip shall consist of a strip of land at least 8 feet wide adequately landscaped with approval of the Urban Forester, entirely on the zoning lot which is required to provide the buffer strip, and so located as to serve as an effective buffer between the use required to provide the buffer strip and other

property for whose protection the buffer strip is required. The buffer strip should extend along the full length of the boundary separating the zoning lot from such other property, or from the street, as the case may be.

- (c) *Fence required.* The purpose of the fence is to enclose uses. Required fences shall not be less than six (6) feet high, constructed of good, substantial material, of first-class workmanship, and so erected as to resist wind pressure, ensure public safety, and present a neat, attractive uniform appearance.
 - (d) *Screen required.* The purpose of the screen is to conceal uses. Screening shall mean a view obscuring fence, view obscuring berm, view obscuring architectural treatment, or view obscuring vegetation, or combination thereof, of sufficient height to prevent the view of the screened items from vehicular and pedestrian traffic on adjacent streets, and from residential property. Vegetation shall be planted at a density sufficient to become view obscuring within two years from the date of planting.
 - (6) *Mini-storage.* At the expense of the owner of the property, all storage units and storage yards for mini-storage created under Use Unit 38 shall be required to be screened by view obscuring vegetation when the storage yards or the storage units have common property lines with any residential use or zone and when they have frontage on any public street. Vegetation used for screening purposes shall be planted at a density sufficient to become view obscuring within two years from the date of planting and it shall be the responsibility of the property owner to maintain the screening throughout the life of the use of the property as mini-storage.
- (E) *Design review.*
- (1) *Submittals.* The following drawings, information, and plans shall be submitted to the Planning Commission or Planning Division for design review and approval with the associated development application, when applicable;
 - (a) *Elevations.* Color rendered elevation drawings of all building facades and a description of external building materials. Labels and dimensions, where applicable, shall accompany changes in texture, plane, material or color.
 - (b) *Materials sample.* A sample of exterior materials to be used for the proposed structure that indicates texture, color and type of materials.
 - (c) *Landscaping.* Proposed landscaping to be used as screening shall be shown on the tree preservation plan and landscape plan.
 - (2) *Build out.* Upon approval of a development, or issuance of a building permit, build-out of the project shall conform to the drawings, information, and plans approved.
 - (a) *Amendments.* Amendments to the drawings, information, and plans shall be submitted to the planning division. Amendments which are determined to be insignificant or minor may be approved by the Planning Division. Significant amendment shall be approved by the Planning Commission when approval was given through the large scale development process, or by the planning division when approval was given through the building permit process.
 - (b) *Review.* Amendments shall be considered using the same standards as the initial design approval.
 - (c) *Noncompliance.* Failure to build-out the project according to the approved drawings, information, and plans, or approved amendments thereto, shall render the large scale development approval, or the building permit approval void.

(F) *Variances.* (See Chapter 156.)

(Ord. 5526, 9-18-12)

October 2014
Saddlebock Brewery
18244 Habberton Road
Springdale, AR 72764
479.419.9969
Owner: Steve
Steve's cell: 479.422.1797
steve@saddlebock.com

Interview by Andrew Garner, City Planning Director

How many barrels per year do you produce?

A barrel is 31 gallons, we're growing a lot and our numbers are changing month by month. In the 3rd quarter of this year we reported 700-800 barrels, we will probably have around 2,000 barrels for the year. We did 1,000 barrels in 2013.

What is the total square footage of your facility?

Our building was built to be a brewery so it is much more efficient than if someone were leasing a facility. We have 5,000 sq. ft. in the 'barn' on three floors. The barn is a structure that we built specifically for our brewing facility. As part of the conditional use permit through the county for our business the structure was intended to look like a barn to fit in to the rural setting of the area. Across the street from the barn we have a warehouse for storage and cold storage which is about 10,000 sq. ft. for a total of 15,000 sq. ft.

Describe your daily and weekly business operations in terms of number of employees, customers, truck traffic:

We get some sort of truck traffic in every day. Today we only had one UPS truck delivering a package. Our biggest deliveries are grain, usually 2-3 deliveries per week with a full size semi-truck. We buy from the pallet and load from a lift gate onto a dock. We buy glasswear bottles, glasses, and kegs. We have about 22 employees (part and full-time) including drivers and others offsite including sales guys in Little Rock and elsewhere. We have some part-time girls that do serving in the tasting room. We are looking to expand with a restaurant in the future.

Have you received many complaints from surrounding businesses or neighbors about your business, if so, what were the complaints?

Never had any complaints from any neighbors. When we asked for a conditional use permit for outdoor music one of the neighbors was opposed to the request and he lived about a mile away. Microbreweries have a tasting room which is basically a small bar. The products produced from these types of facilities is typically a higher quality and more expensive product than you would see in a regular bar. We do not see the types of college-age bar crowd that are looking for cheap beer in these types of facilities so it is usually pretty calm and quiet. We close the tasting room at 9 p.m.

Do you see any potential problems with the City of Fayetteville modifying the zoning code to introduce microbreweries/small breweries into commercial areas of the City?

Water usage and wastewater usage can be a problem. To produce 1 gallon of beer requires 4-6 gallons of water. We fall under ADEQ for rinsing down tanks. ADEQ classified me as industrial. If ADEQ classified me as commercial we could put our waste underground (in their septic system). I have to have all of my

wash down water and other water carted offsite at a high expense because it cannot be put underground into our septic system and there is not a sewer system out here (in unincorporated county). You have to use cooling water in the brewing process and we keep that water and store it in an insulated tank for re-use. At Tim's on the square they will run their water off into the street (the cooling water and wastewater) which I believe is against the law and in the winter the wastewater has formed ice on the sidewalk and street where they dump it which has been a problem.

Do you have any specific recommendations as to how many barrels per year the City's code should specify for microbreweries?

If the brewers are too big it can be pretty unsightly if it is a 20,000 sq. ft. facility without any windows or doors in a downtown area. A general number of around 5,000 barrels should be sufficient.

Do you have any other recommendations or comments?

In general these types of facilities will be really popular and people will want to come and see the facilities, try the product, and hang out. They are great for tourism.

He also discussed legislative changes related to alcoholic beverages that will likely be upcoming in the next session and he is involved in some sort of committee at the state level for these changes.

Would you be willing to attend a Planning Commission meeting to speak in favor of this code change?

10-20-2014

Phone Interview with Ozark Brewing Company

Ozark Beer Co.

1700 s. 1st St.

Rogers, AR 72756

479.636.2337

Lacie Bray, Director

lacie@ozarkbeercompany.com

Interview by Andrew Garner, City Planning Director

How many barrels per year do you produce?

-1,400 barrels this year; 3,500 barrels hopefully next year.

-We have a 15 barrel brewhouse and W. Mountain Brewery has a 3 barrel brewhouse.

-Once you hit 10,000 barrels you will hit a different level of facility where you have to have a much larger number of employees, a human resources department to manage employees, etc.

What is the total square footage of your facility?

About 7,000 sq. ft. which will allow expansion of our current production.

Describe your daily and weekly business operations in terms of number of employees, customers, truck traffic:

A truck coming every couple of weeks to deliver grain. We have about 5 full-time employees and some part-time staff in the tasting room.

Have you received many complaints from surrounding businesses or neighbors about your business, if so, what were the complaints?

No, not really. Most of the time when breweries are a large size they are in industrial areas. Some people complain about the smell of brewing, some people like the smell.

Do you see any potential problems with the City of Fayetteville modifying the zoning code to introduce microbreweries/small breweries into commercial areas of the City?

Smell of brewing is an issue to some people

Do you have any specific recommendations as to how many barrels per year the City's code should specify for microbreweries?

No

Do you have any other recommendations or comments?

Look at the City of Denver and the City of Boulder

Would you be willing to attend a Planning Commission meeting to speak in favor of this code change?

10-27-2014

Core Brewing and Distilling Co.

2470 N. Lowell Rd.

Springdale, AR 72764

479.372.4300

Interview/tour and site visit with Jesse Core, CEO

Interview by Andrew Garner, City Planning Director

How many barrels per year do you produce?

3,000 now, but we are expanding rapidly and our current facility has a capability of 20,000 max. production.

What is the total square footage of your facility?

20,000 sq. ft. We started with 5,000 sq. ft. in 2010 with only one suite, and have continued to expand over the last four years.

Describe your daily and weekly business operations in terms of number of employees, customers, truck traffic:

24 employees. Large semi-trucks come in several times a week to drop off grain and supplies and other trucks come in and out to haul off the used grain and distribute products. We are the largest micro-brewery in Arkansas or Oklahoma right now.

Have you received many complaints from surrounding businesses or neighbors about your business, if so, what were the complaints?

No complaints. We are well liked by the neighbors and the community. There hasn't been any issues here. Employees from businesses in the area enjoy coming down and hanging out, enjoying a beer. There shouldn't be any problems with the facility with proper planning such as enough parking and loading areas.

Do you see any potential problems with the City of Fayetteville modifying the zoning code to introduce microbreweries/small breweries into commercial areas of the City?

No problems. Microbreweries are very unique and different than other industries that create a lot of impacts. They are huge for the advertising and promotion of a community. The impacts of these types of facilities are minimal, different than other heavy industry. The general public are invited, and they love to come in and see the facilities, talk to the brewers, and enjoy a craft product. They are great for a community.

One potential issue is that if the waste products (used grains) are not disposed of quickly it can start to stink. This can be handled with basic good management. After we use our grains in the brewing process we have farmers lined up that come pick it up and use it for compost on the farms. It is a sustainable process. However, I could see it being a problem if it is a hot summer day and used grain sits outside and the farmer forgets to come pick it up. If a restaurant were immediately downwind they might not like the smell.

Do you have any specific recommendations as to how many barrels per year the City's code should specify for microbreweries?

Open it up, don't put specific limitations on them because they will be great for your community.

Do you have any other recommendations or comments?

It would be appropriate when these types of facilities are in a commercial area that the street façade be required to look nice. That is typically what these types of facilities will do anyway because they are cool buildings that invite the public in.

Would you be willing to attend a Planning Commission meeting to speak in favor of this code change?
yes

10-20-2014

Apple Blossom Brewing Company

1550 East Zion Road. Suite 1

479.287.4344

Ching Mong, owner/partner

appleblossombrewingco@gmail.com

Interview by Andrew Garner, City Planning Director

How many barrels per year do you produce?

Not sure, they only sell their product on site and in growlers at this point but would like to expand.

What is the total square footage of your facility?

Restaurant, brewhouse, and patio is a total 11,000 sq. ft.; brewhouse is about 1,500 sq. ft.

Describe your daily and weekly business operations in terms of number of employees, customers, truck traffic:

No different than a restaurant at this point because they do not sell or distribute beer offsite.

Have you received many complaints from surrounding businesses or neighbors about your business, if so, what were the complaints?

No complaints. He discussed that complaints from the brewer, or about the brewing operation, would vary depending on the volume you produce. Right now we are only in-house, we don't sell out of house and don't have any issues.

Do you see any potential problems with the City of Fayetteville modifying the zoning code to introduce microbreweries/small breweries into commercial areas of the City?

Easy access in and out of the facility especial if it is a large volume brewer.

Do you have any specific recommendations as to how many barrels per year the City's code should specify for microbreweries?

No

Do you have any other recommendations or comments?

It would be a good idea to make it easier for microbreweries to be located in commercial areas without having to have additional special permits or zoning changes.

Would you be willing to attend a Planning Commission meeting to speak in favor of this code change?

Yes

10-??-2014

**Phone Interview with Fossil Cove Brewing Co.
1946 N. Birch Ave.
Fayetteville, AR 72703
479.445.6050**

Interview by Andrew Garner, City Planning Director
(left messages, calls not returned)

How many barrels per year do you produce?

What is the total square footage of your facility?
3,600 sq. ft. (from business license)

Describe your daily and weekly business operations in terms of number of employees, customers, truck traffic:

Have you received many complaints from surrounding businesses or neighbors about your business, if so, what were the complaints?

Do you see any potential problems with the City of Fayetteville modifying the zoning code to introduce microbreweries/small breweries into commercial areas of the City?

Do you have any specific recommendations as to how many barrels per year the City's code should specify for microbreweries?

Do you have any other recommendations or comments?

Would you be willing to attend a Planning Commission meeting to speak in favor of this code change?

10-20-2014

Phone Interview with

Arkansas Department of Finance and Administration - Alcoholic Beverage Control Division

Michael Langley, Director

Interview by Andrew Garner, City Planning Director

Definition of microbrewery

Mr. Langley described the threshold for microbreweries as currently regulated by the state:

1. Microbrewery/restaurant allows for production of less than 5,000 barrels per year but the product must be sold at the restaurant in a retail, not wholesale, setting.
2. Small brewer allows for production of less than 20,000 barrels per year for wholesale.

The state will likely change these definitions in the next legislative session. These definitions appear to be fairly outdated for current practices. These definitions were approved when there were very few small brewers/microbreweries in the state. The American Brewer's Association defines a microbrewery as allowing production of less than 15,000 barrels per year, different than the state, that does not specifically define a microbrewery like the ABA.

Land use impacts

Mr. Langley discussed the impact and complaints/issues that ABC has had with these types of uses. In general the smaller brewers are very compatible in commercial and restaurant settings. They very rarely, if ever, receive complaints from any neighbors. The types of complaints for microbreweries have been limited to noise associated with people in the restaurant/bar setting. Problems encountered with microbreweries have not been associated with the land use or impact of the breweries, but centered around the businesses not complying with environmental regulations and asking for forgiveness instead of permission. In general he was supportive of code changes to allow microbreweries in commercially zoned areas and feels that the impact is no more than that of a typical restaurant. He also discussed the positive effect on tourism in a community that microbreweries can bring, which is a major benefit to a community that should be considered.

11-07-14

Fayetteville Visitor's Bureau

Jessie Leonard, Communications Manager

Fayetteville Ale Trail

jleonard@experiencefayetteville.com

Interview with Andrew Garner, City Planning Director

Tell me about the Fayetteville Ale Trail?

It is a tour of local breweries. We have created a passport with the breweries on the passport and customers go around to each brewery to have their passport stamped. Six are on the tour now, one more in Bentonville opening very soon so there will be seven.

How many visitor's per year are attributed to the Fayetteville Ale Trail or breweries in general?

We launched the program last August. We have printed over 20,000 passports, given out about 19,500 passports since we started the program and are starting to print more. We can't sell anything related to it. But, we have a little incentive if each brewery has stamped the passport we will give the customers a little bottle opener, etc. We get requests all the time from people all of the country for the passports.

What are some of the benefits of micro-breweries?

It is a big up and coming trend in the tourism industry. We found we were having so many visitors requesting the information on local breweries that we started the Ale Trail program. It is a unique attraction because you are meeting the brewer, taking a tour, and sampling the product. They are great assets to the community. All of the local brewers we work with are all super-involved in the community. For example the employees at Fossil Cove all go down the trails on Friday and pick up trash. From our perspective it is a great benefit.

Would you be willing to attend a Planning Commission meeting to speak in favor of this code change?

yes

STATISTICS**CRAFT BEER INDUSTRY MARKET SEGMENTS**

There are four distinct craft beer industry market segments: brewpubs, microbreweries, regional craft breweries and contract brewing companies.

Microbrewery

A brewery that produces less than 15,000 barrels (17,600 hectoliters) of beer per year with 75 percent or more of its beer sold off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carry-outs and/or on-site tap-room or restaurant sales.

View list of [U.S. Microbreweries](#)

Brewpub

A restaurant-brewery that sells 25 percent or more of its beer on site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" and /or distribute to off site accounts. Note: BA re-categorizes a company as a microbrewery if its off-site (distributed) beer sales exceed 75 percent.

View list of [U.S. Brewpubs](#)

Contract Brewing Company

A business that hires another brewery to produce its beer, it can also be a brewery that hires another brewery to produce additional beer. The contract brewing company handles marketing, sales and distribution of its beer, while generally leaving the brewing and packaging to its producer-brewery (which, confusingly, is also sometimes referred to as a contract brewery).

Regional Craft Brewery

An independent regional brewery with a majority of volume in "traditional" or "innovative" beer(s).

Regional Brewery

A brewery with an annual beer production of between 15,000 and 6,000,000 barrels.

View list of [U.S. Regional Breweries](#)

Large Brewery

A brewery with an annual beer production over 6,000,000 barrels.

View list of [U.S. Large Breweries](#)

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Title 2, Subtitle B | Definitions

Section 2.5.1

"Microbrewery-Restaurant" means any establishment in which beer is both brewed and sold at retail in a restaurant setting under the same ownership in the same building or attached buildings. The operation of the microbrewery-restaurant shall be a limited exception to the three-tier system as defined in other parts of these Regulations. A microbrewery-restaurant establishment shall be allowed to brew beer or other malt beverage products, as defined in ACA § 3-5-1202, and such beer or malt beverage products may be brewed in one or more varieties to be served in the restaurant operated at the same premises. The microbrewery-restaurant shall be limited to a production of 5000 barrels of malt beverage products per year, with each barrel having a volume of thirty-one (31) gallons. The beer or malt beverage brewed at the microbrewery operation shall only be sold at the restaurant maintained at the same premises, as defined in Act 611 of 1991 and shall be dispensed at such restaurant for on premises consumption only. The restaurant may purchase beer from other

manufacturers of beer as set forth in that Act for sale and dispensing at the restaurant operation. (Amended 8-15-01)

Section 2.5.2

"Arkansas Native Brewer" means any small brewery or microbrewery-restaurant permitted under the provisions of Act 1805 of 2003, as amended. A small brewery permitted under this law shall have the authority to manufacture and sell beer and malt beverages not to exceed an aggregate quantity of 30,000 barrels per year. The small brewery may sell to wholesalers, to retail license holders and other small brewery license holders, or to the consumer at the brewery facility. In addition, under the provisions of Act 1459 of 2009 the operator of a small brewery may serve complimentary samples of beer produced by the small brewery or by another licensed small brewery and may sell at retail by the drink or by the package beer produced by the small brewery or produced by another small brewery if all sales occur in a wet territory. Authorized sales as described above may occur at the small brewery location property, any small brewery – off premise retail site or at fairs and food and beer festivals as described in Act 1459. If the small brewery determines that it wishes to sell its own products to another small brewery, or to retail license holder it shall obtain a small brewery wholesale permit. A microbrewery-restaurant operator who operates under the Arkansas native brewer permit may manufacture beer and malt beverages in an aggregate quantity not to exceed 5000 barrels per year. The microbrewery-restaurant may sell to wholesalers, to other retail dealers or to the consumer at the microbrewery-restaurant for consumption either on or off the premises. The microbrewery restaurant must obtain a separate retail permit that authorizes the sale of wine for on premises consumption at the property. Off premises sales are limited to those brand name products which are produced at the permitted facility. Native brewer permittees may sell their beer and malt beverage products for on or off premises consumption during all legal operating hours of the business in which the business is normally and legally conducted, on any day of the week, unless otherwise prohibited by law, if the native brewer provides tours and provides that only sealed containers are removed from the premises. (Amended 8-19-09)

<http://www.dfa.arkansas.gov/offices/abc/rules/Pages/title2SubtitleB.aspx>

accessed 10/20/2014

Garner, Andrew

From: Buddy Black <buddy@arkansasbusinessbrokers.com>
Sent: Monday, November 24, 2014 3:26 PM
To: Garner, Andrew
Subject: Ordinance change

I think this is a positive step and I would use this to show potential customers of smaller business.

--
Buddy Black
Cantrell-Griffin Business Brokers
5100 S. Thompson
Springdale, AR 72764
Cell 479-236-7800
Ph. 479-521-8529
Fax 479-927-4486
buddy@arkansasbusinessbrokers.com
<http://www.arkansasbusinessbrokers.com>

Garner, Andrew

From: jesse@corebeer.com
Sent: Monday, November 24, 2014 10:29 AM
To: Garner, Andrew
Subject: RE: City of Fayetteville Ordinance Change for Microbreweries

Excellent stuff Andrew. Cheers, Jesse

Take Pride!

Jesse Core, MBA, PMP
Founder, Core Brewing & Distilling Co.
www.CoreBeer.com
jesse@corebeer.com
479-879-2469
www.FaceBook.com/CoreBrew

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

Subject: City of Fayetteville Ordinance Change for Microbreweries
From: "Garner, Andrew" <agarner@fayetteville-ar.gov>
Date: Mon, November 24, 2014 10:23 am
To:
Cc: "Garner, Andrew" <agarner@fayetteville-ar.gov>

Northwest Arkansas microbrewery industry:

I have interviewed several of you about potential changes to City of Fayetteville laws regarding microbreweries. These potential changes would reclassify a certain size microbrewery from industrial to commercial, allowing this use in commercial and industrial areas of Fayetteville, where they are currently only allowed in industrial areas. We value your input on this potential code change. This topic (among others) will be discussed at a Planning Commission meeting on December 8, 2014, 5:30 p.m., in room 219 of Fayetteville City Hall (113 W. Mountain Street). Feel free to attend and speak at the meeting, or provide your comments in a response to this email.

Thank you for your time,
Andrew

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

Garner, Andrew

From: Apple Blossom Brewing Co. <appleblossombrewingco@gmail.com>
Sent: Wednesday, November 26, 2014 10:49 AM
To: Garner, Andrew
Subject: Re: City of Fayetteville Ordinance Change for Microbreweries

Thank you! We'll be there!

Cheers,
Sammie Stephenson
Apple Blossom Brewing Company

On Mon, Nov 24, 2014 at 10:23 AM, Garner, Andrew <agarner@fayetteville-ar.gov> wrote:

Northwest Arkansas microbrewery industry:

I have interviewed several of you about potential changes to City of Fayetteville laws regarding microbreweries. These potential changes would reclassify a certain size microbrewery from industrial to commercial, allowing this use in commercial and industrial areas of Fayetteville, where they are currently only allowed in industrial areas. We value your input on this potential code change.

This topic (among others) will be discussed at a Planning Commission meeting on December 8, 2014, 5:30 p.m., in room 219 of Fayetteville City Hall (113 W. Mountain Street). Feel free to attend and speak at the meeting, or provide your comments in a response to this email.

Thank you for your time,

Andrew

Andrew Garner, AICP

City Planning Director

City of Fayetteville, Arkansas

[479.575.8262](tel:479.575.8262)

[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

Garner, Andrew

From: Chung Tan <CTan@fayetteville-ar.com>
Sent: Sunday, December 07, 2014 9:42 PM
To: Garner, Andrew
Cc: Steve Clark
Subject: RE: ordinance for small scale production/manufacturing

Hi Andrew:

Thanks for the opportunity to comment on this ordinance change.

We commend you and your division for seeing the need for this change. From the chamber's standpoint, this is a positive change. By allowing small manufacturing/assembly/production uses in certain commercial uses,

- 1) we are meeting and responding to emerging demands/trends such as microbreweries, and micro-enterprises
- 2) by doing so, we continue to build our ecosystem to support entrepreneurship
- 3) we are adding back some "industrial" uses into the inventory. This helps to balance some of the "industrial" spaces we lost from the inventory when we approved rezoning requests in the past.
- 4) Last but not least, this could help to offer a buffer zone between residential to retail to office/semi-commercial/production to industrial.

Hope this helps.

Chung

From: Garner, Andrew [mailto:agarner@fayetteville-ar.gov]
Sent: Monday, November 24, 2014 10:35 AM
To: Chung Tan
Subject: ordinance for small scale production/manufacturing

Chung,

A couple of weeks ago I mentioned to you that the City Planning Division is looking at an ordinance change that would allow small manufacturing/production uses in certain commercial areas, where they are currently only allowed in industrial-zoned property. This would open up re-use of existing commercial buildings for uses such as a microbrewery, small cabinet shop, or other low intensity manufacturing/production businesses.

We value the chamber's input on this potential code change. This item will be discussed at a Planning Commission meeting on December 8, 2014, 5:30 p.m., in room 219 of Fayetteville City Hall (113 W. Mountain Street). Feel free to attend and speak at the meeting, or provide your input in a response to this email.

Thanks,
Andrew

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

ADM 14-4896
EXHIBIT “A”

§162.01 (SS) Unit 45. Small scale production

(1) *Description.* Unit 45 is provided in order that increased variety and flexibility of non-residential goods, services, and employment centers may be provided in close proximity to residences and commercial uses. These uses may have adverse impacts because of high traffic, delivery vehicles, noise, or odors and may pose compatibility issues if they are not limited in size.

(2) *Included uses.*

Unit 42. Clean technologies	All uses within Unit 42 are permitted with a maximum gross floor area of 5,000 square feet
Microbrewery; microwinery; microdistillery	Maximum gross floor area of 10,000 square feet for the manufacturing portion of the facility and production of less than 15,000 barrels per year
Boutique/specialty manufacturing (maximum gross floor area of 5,000 square feet)	•Specialty food manufacturers with or without a retail store front •Coffee roasting facility •Other specialty manufacturers that have minimal impacts to adjoining properties compared with what is typically generated by similar uses within the designated zoning district, as determined by the Zoning and Development Administrator

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE IV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 151, 161, 162 AND 166 TO CREATE A NEW USE UNIT FOR SMALL SCALE PRODUCTION INCLUDING BOUTIQUE AND SPECIALTY MANUFACTURING AND TO PLACE THIS NEW USE UNIT IN APPROPRIATE ZONING DESIGNATIONS.

WHEREAS, City of Fayetteville Planning Staff has identified a need for a new use unit to allow for small scale specialty manufacturing; and

WHEREAS, recent trends in the manufacturing of handmade and craft products are directed towards smaller scale and locally produced products; and

WHEREAS, the current zoning and development code does not currently specifically address these types of small scale operations; and

WHEREAS, Planning Staff has determined that these types of uses, if scaled appropriately, are compatible with neighborhood land uses.

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

Section 1: That the City Council of Fayetteville, Arkansas hereby adds the following definitions to Chapter 151: Definitions:

Coffee roasting facility. A facility in which unprocessed green coffee may be sorted, roasted and processed or packaged for use and consumption.

Microbrewery/microdistillery/microwinery. An establishment for the manufacture, blending, fermentation, processing and packaging of no more than 15,000 barrels of alcoholic beverages per year. It may serve alcoholic beverages for sampling on the premises and may also have wholesale and resale for sales of alcoholic beverages produced on the premises.

Section 2: That the City Council of Fayetteville, Arkansas hereby amends Chapter 161: Zoning Regulations by inserting Use Unit 45, Small Scale Production as a Conditional Use in the following Zoning Districts:

161.16 NS, Neighborhood Services
161.17 R-O, Residential Office

Section 3: That the City Council of Fayetteville, Arkansas hereby amends Chapter 161: Zoning Regulations by inserting Use Unit 45, Small Scale Production as a Permitted Use in the following Zoning Districts:

161.18 C-1, Neighborhood Commercial
161.19 CS, Community Services
161.20 C-2, Thoroughfare Commercial
161.21 UT, Urban Thoroughfare
161.22 C-3, Central Commercial
161.23 DC, Downtown Core
161.24 MSC, Main Street Center
161.25 DG, Downtown General

Section 4: That the City Council of Fayetteville, Arkansas hereby amends Chapter 162: Use Units by inserting Use Unit 45, Small Scale Production as shown on Exhibit “A” attached hereto and made a part hereof.

Section 5: That the City Council of Fayetteville, Arkansas hereby amends Chapter 166: Development by repealing the first paragraph of §166.25(B) and replacing it with the following language:

§166.25(B) *Applicability.* These design and development standards apply to commercial developments, office developments, Small Scale Production, those parts of a Planned Zoning District or other mixed use developments with commercial and office elements and to industrial developments within the I-540 Overlay District.

PASSED and APPROVED this day of , 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ADM 14-4896
EXHIBIT “A”

§162.01 (SS) Unit 45. Small scale production

(1) *Description.* Unit 45 is provided in order that increased variety and flexibility of non-residential goods, services, and employment centers may be provided in close proximity to residences and commercial uses. These uses may have adverse impacts because of high traffic, delivery vehicles, noise, or odors and may pose compatibility issues if they are not limited in size.

(2) *Included uses.*

Unit 42. Clean technologies	All uses within Unit 42 are permitted with a maximum gross floor area of 5,000 square feet
Microbrewery; microwinery; microdistillery	Maximum gross floor area of 10,000 square feet for the manufacturing portion of the facility and production of less than 15,000 barrels per year
Boutique/specialty manufacturing (maximum gross floor area of 5,000 square feet)	•Specialty food manufacturers with or without a retail store front •Coffee roasting facility •Other specialty manufacturers that have minimal impacts to adjoining properties compared with what is typically generated by similar uses within the designated zoning district, as determined by the Zoning and Development Administrator



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 329 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0586

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C. 1

ASPHALT MATERIALS PURCHASE:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING CALENDAR YEAR 2015 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

WHEREAS, the crude oil market continues to experience price volatility; and

WHEREAS, this volatility makes normal competitive bidding procedures unworkable, impractical and not feasible; and

WHEREAS, the Transportation Division proposes to solicit and accept bids on a quarterly basis without the need for further approval of the City Council through calendar year 2015.

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 annual competitive bidding is not feasible or practical, and therefore through calendar year 2015, waives the requirements of formal competitive bidding for the purchase of asphalt materials, and authorizes the Transportation Division to solicit informal bids or quotes on a quarterly basis without the need for further approval of the City Council.

City of Fayetteville Staff Review Form

2014-0586

Legistar File ID

1/20/2015

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

Terry Gulley

12/23/2014

Transportation Services /
Transportation Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

An ordinance waiving the requirements of formal competitive bidding during calendar year 2015 for the purchase of asphalt materials for use by the Transportation Division but requiring informal quarterly bids or quotes.

Budget Impact:

Various		Various	
Account Number		Fund	
Various		Various	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

Previous Ordinance or Resolution # 5644

V20140710

Original Contract Number:

Approval Date:

Comments: The "item cost" and "current budget" boxes have been left blank because these items will vary depending upon the Transportation Division's fluctuating needs based on citizen service requests received, construction projects approved, and other variable factors.



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Terry Gulley, Transportation Services Director
DATE: December 23, 2014
SUBJECT: Bid Waiver for Asphalt Materials

RECOMMENDATION:

Staff recommends an ordinance waiving the requirements of formal competitive bidding during calendar year 2015 for the purchase of asphalt materials for use by the Transportation Division but requiring informal quarterly bids or quotes.

BACKGROUND:

Due to the fluctuations in the price of crude oil, local asphalt suppliers cannot feasibly guarantee a fixed price over a twelve month period.

DISCUSSION:

Staff recommends bidding asphalt materials on a quarterly basis without the need for further approval of the City Council, awarding the respective low bidder, and allowing for price adjustment requests based on the current bid language.

BUDGET/STAFF IMPACT:

Funds for the acquisition of these materials have been budgeted in the Street and Sales Tax Capital Improvement Funds.



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
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113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2014-0598

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 2

GORDON LONG PARK TRAILHEAD - TAP REVENUE:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR CONSTRUCTION OF RESTROOMS AND EXPANDED PARKING AT GORDON LONG PARK, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$260,000.00

WHEREAS, the City of Fayetteville understands that Federal Aid Transportation Alternatives Program (TAP) funds are available for certain city projects at the following Federal and City participating ratios:

	<u>Work Phase</u>	<u>Federal %</u>	<u>City %</u>
Construction of City Projects	Preliminary Engineering	0%	100%
	Right-of-Way	80%	20%
	Utilities	80%	20%
	Construction	80%	20%
	Construction Engineering	0%	100%
City projects programmed but not let to contract	All Phases	0%	100%

and

WHEREAS, the Northwest Arkansas Regional Planning Commission previously awarded \$22,314.00 in TAP funds for the design of new restrooms and expanded parking at the Gordon Long Park Trailhead; and

WHEREAS, the Northwest Arkansas Regional Planning Commission has approved the funding required for the construction of the improvements to the Gordon Long Park Trailhead in the amount of \$260,000.00, which requires the City to provide matching funds in the amount of \$65,000.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas expresses its willingness to participate in accordance with its designated responsibilities in this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas authorizes the Mayor and City

Clerk to execute all appropriate agreements with the Arkansas Highway and Transportation Department to expedite the construction of the above-stated improvements.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes Arkansas Highway and Transportation Department to initiate action to implement this project.

Section 4: That the City Council of the City of Fayetteville, Arkansas approves a budget adjustment, a copy of which is attached to this Resolution, recognizing \$260,000.00 in federal revenue.

City of Fayetteville Staff Review Form

2014-0598

Legistar File ID

January 20th 2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Mihalevich

12/31/2014

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution expressing the willingness of the City of Fayetteville to utilize Federal-Aid funds through the Transportation Alternatives Program (TAP) at a participating ratio of 80% Federal - 20% Local and authorizing for the Mayor to sign all appropriate agreements and contracts for the construction of restrooms and expanded parking at Gordon Long Park and approval of a budget adjustment recognizing revenue in the amount of \$260,000.

Budget Impact:

4470.9470.5814.05

Sales Tax Capital Improvements

Account Number

Fund

02016.1501

Trail Development/Gordon Long Park Trailhead

Project Number

Project Title

Budgeted Item? No

Current Budget

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment

\$ 325,000.00

Remaining Budget

\$ 325,000.00

V20140710

Previous Ordinance or Resolution # 32-14

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 20TH 2015

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: December 31th, 2014

SUBJECT: 2014-0598 Gordon Long Park Trailhead – TAP Revenue

RECOMMENDATION:

Staff recommends approval of a resolution expressing the willingness of the City of Fayetteville to utilize Federal-Aid funds through the Transportation Alternatives Program (TAP) at a participating ratio of 80% Federal - 20% Local and authorizing for the Mayor to sign all appropriate agreements and contracts for the construction of restrooms and expanded parking at Gordon Long Park and approval of a budget adjustment recognizing revenue in the amount of \$260,000.

BACKGROUND:

In February of 2014, the City of Fayetteville was awarded \$22,314 for the Gordon Long Park Trailhead through the Transportation Alternatives Program (TAP) and the funding was recognized through resolution 32-14. This funding amount was insufficient to move forward with construction, therefore additional funding was requested by staff and approved on December 3rd by the Northwest Arkansas Regional Planning Commission utilizing Federal fiscal year 2015 TAP funds in the amount of \$260,000 (see attached NWARPC letter).

DISCUSSION:

Gordon Long Park is located along the Scull Creek Trail that is now part of the Razorback Greenway serving as the north-south oriented backbone of Fayetteville's trail system. This section of trail sees an average of 600 trail users per day and trail usage continues to increase year over year. The large number of trail and recreational users of Gordon Long Park has demonstrated the need for expanded access opportunities and public restrooms. This proposed public restroom facility at Gordon Long Park will fill a needed gap that exists in the spacing of restrooms along the Razorback Regional Greenway in Fayetteville. The completed sequence of public restroom amenities in Fayetteville from north to south will be: Lake Fayetteville Veterans Memorial Park, 3.5 miles to Gordon Long Park, 2.5 miles to Wilson Park and then 2.4 miles to Walker Park near the southern terminus of the Razorback Regional Greenway. Ultimately, this trailhead will provide commuters and trail enthusiasts that live in other areas of the city or region a safe and easy access point to the Razorback Regional Greenway.

BUDGET/STAFF IMPACT:

This project will be based on an Agreement of Understanding with AHTD in which Federal-aid funds will pay 80% of the project amount and the City will pay 20%. The awarded Federal-aid portion is \$260,000 and the City's portion \$65,000. The federal portion will be paid from the Transportation Alternatives Program (TAP) funds. City funds will be from the Trail Development Capital Improvement Program. The previous TAP funding amount of \$22,314 was recognized with Resolution 32-14. A budget adjustment has been included to recognize the additional \$237,686 of revenue added to the existing \$22,314 for a total grant award of \$260,000.

Attachments:

2014-0598 Staff Review Form
NWARPC TAP Award Letter
Gordon Long Park Trailhead location and site plan
2014-0598 Budget Adjustment – TAP Grant Revenue



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

December 18, 2014

RECEIVED

DEC 23 2014

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Mayor Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Gordon Long Park Trailhead - Construction (Restroom and Additional Parking)
Federal Fiscal Year (FFY) 2015 Transportation Alternatives Program (TAP)

Dear Mayor Jordan:

I am pleased to inform you the Gordon Long Park Trailhead Project was selected by the Northwest Arkansas Regional Planning Commission on December 3, 2014 for FFY 2015 TAP funding. The total project costs and TAP funds awarded are shown below:

TAP	\$260,000
City	<u>\$ 65,000</u>
Total	\$325,000

The TAP funding is subject to an obligation limitation and the total available funds may change after final FFY 2015 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year (FFY) which ends on September 30, 2015. All required AHTD submittals and required approvals for this project should be completed by August 15, 2015 in order to allow sufficient time to obligate the TAP funds for this project.

Please note that TAP projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

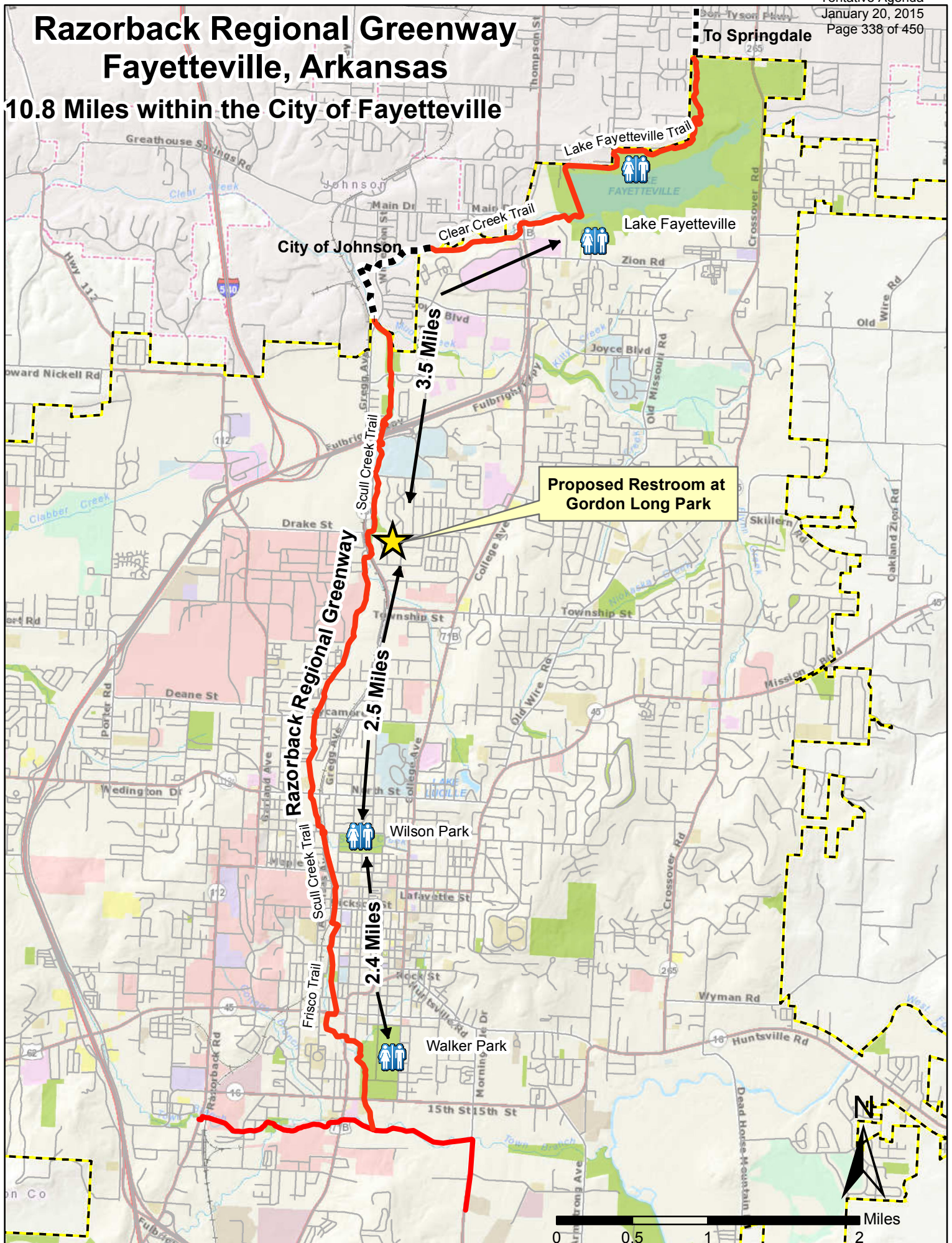
A handwritten signature in blue ink that reads 'Jeff Hawkins'.

Jeff Hawkins
Director

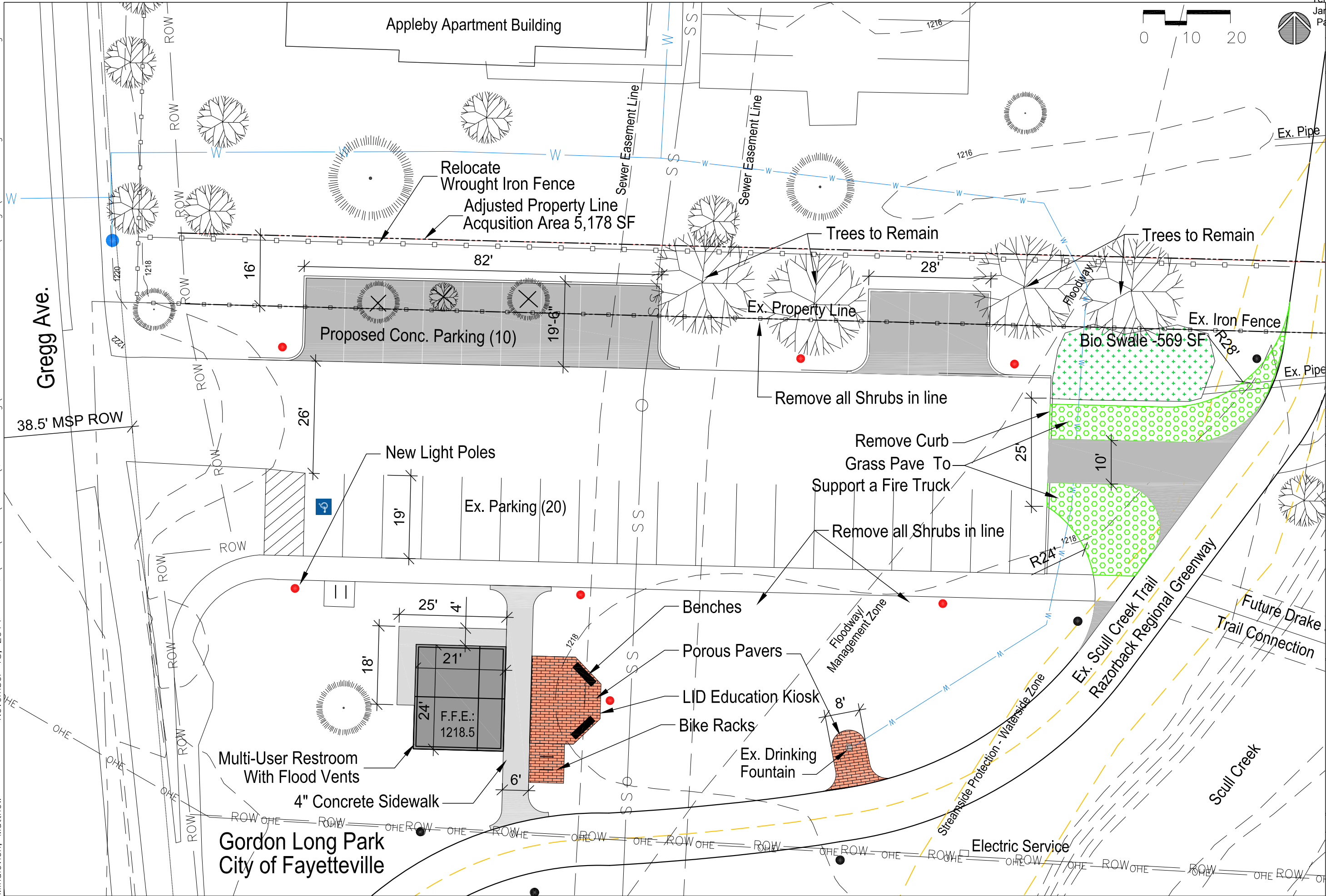
Cc: Mr. Paul Simms, AHTD

Razorback Regional Greenway Fayetteville, Arkansas

10.8 Miles within the City of Fayetteville



G:\Divs\Parks\Gordon Long\Restroom and Trailhead\Design\Gordon Long Park Trailhead.dwg
November 18, 2014
Mihalevich, Matthew



Tentative Agenda
January 20, 2015
Page 339 of 450

DESIGNED BY: MPM
FILE NAME: Gordon Long Park Trailhead.dwg

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206
FAX NO: (479) 575-8202

CITY OF Fayetteville ARKANSAS

DATE: 11/18/2014
SHEET: SITE

PROJECT: Gordon Long Park Trailhead

PROPOSED GORDON LONG PARK TRAILHEAD IMPROVEMENTS
Site Plan

REVISED

The Northwest Arkansas Regional Planning Commission approved the City's application for Federal-aid Transportation Alternatives Program (TAP) funding in the amount of \$260,000 for the Gordon Long Park Trailhead. This is an 80/20 matching reimbursement grant. The grant funding approved with Res. 32-14 in February 2014 was insufficient to construct the project, so the \$22,314 recognized at that time will not be received. This budget adjustment recognizes the difference between FY 2014 grant and the FY 2015 grant.

RESOLUTION/ORDINANCE[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
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113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0007

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C. 3

ESRI, INC. ENTERPRISE LICENSE AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THREE YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$150,000.00 PAYABLE IN INSTALLMENTS OF \$50,000.00 PER YEAR FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

WHEREAS, the City of Fayetteville has had an ongoing relationship with ESRI, Inc. which has provided software and maintenance for the City's Geographic Information System since the City first established a Geographic Information System office in 1998; and

WHEREAS, the users of the Geographic Information System, which include staff members from several City Departments, now outnumber the licenses available under the City's current contract with ESRI, Inc., and

WHEREAS, ESRI, Inc. offers a more cost-effective Enterprise License Agreement for cities with populations under 100,000.00, which includes unlimited desktop and server licenses, as well as access to additional software products that will enhance the City's Geographic Information System capabilities and ensure that City staff is able to more quickly and efficiently provide updated maps and information to the public.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a three year Enterprise License Agreement with ESRI, Inc. in the amount of \$150,000.00 payable in installments of \$50,000.00 per year for Geographic Information System software.

City of Fayetteville Staff Review Form

2015-0007

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Mitchell

1/2/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

WAIVE COMPETITIVE BIDDING AND APPROVE A THREE YEAR CONTRACT WITH ESRI, INC. FOR ENTERPRISE LICENSE AGREEMENT (ELA) FOR USE OF GIS SOFTWARE. TOTAL COST IS \$150,000 PAYABLE OVER THREE YEARS.

Budget Impact:

1010.1710.5416.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 354,083.00

Funds Obligated \$ -

Current Balance \$ 354,083.00

Does item have a cost? Yes

Item Cost \$ 50,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 304,083.00

V20140710

Previous Ordinance or Resolution # 5396

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JAN 20, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Greg Mitchell, GIS Coordinator
DATE: 1/2/2015
SUBJECT: Approving three year contract with ESRI, Inc. for GIS software

RECOMMENDATION:

Staff recommends approval of the Resolution.

BACKGROUND:

The Geographic Information Systems (GIS) Office in the Information Technology Department provides a wide variety of mapping and other geographic services to all City departments. This is accomplished by using software from ESRI, Inc. which is the world leader in this field. We have been using their software, also known as "ArcMap", since the City first established a GIS Office in 1998. Existing City Ordinance 5396 waives the requirements of Formal Competitive Bidding for GIS software.

The City currently licenses a specific list of software products from ESRI, including server and desktop products. This software is used by City staff and to provide maps to the public. This proposal would move the city to an Enterprise License which provides for unlimited use of several core products that we already use, plus access to several other products that we do not currently license.

DISCUSSION:

In recent years there has been an explosion of interest in mapping as evidenced by the popularity of Google Maps. This is not an accident, but a logical result of the power of interactive mapping on computers. The GIS Office is striving to keep up with the demand for modern, efficient mapping products that enable our staff and citizens to stay informed and productive. This requires, among other things, updated software technology to ensure continued reliable service.

ESRI offers an "Enterprise License Agreement" ("ELA") for cities under 100,000 population for \$50,000 a year on a three year contract; our current ESRI licensing cost is approximately \$30,000 per year. The ELA gives us:

- **Unlimited desktop licenses.**

"Desktop" licenses provide the core capacity for City staff to view and edit geographic information. These licenses are used by GIS, Planning, Engineering, Police, Fire, Parks and Recreation, Transportation, Sustainability and Resilience, and Recycling and Trash Collection.

- i. We currently do not have enough licenses for all the users who need them. Some have had to do without, while others have Virtual Machines (VM) that are shared among multiple users. This uses up IT resources for the VMs, and means that only one person at a time can use that license.
- ii. Utility Department: We are ramping up here to catch up with water and sewer improvements that have not been entered into the GIS, which will likely require additional seats.
- iii. Water Modeling: Our water modeling software is currently being run by an outside consultant; when we bring it in-house we will need at least one more ESRI license.
- iv. We also have very limited capacity in several other divisions that likely could use more: Transportation has one license, Recycling and Trash has one, for example. A staff member in the Fire Marshal's office has obtained a license at his own expense.
- v. We could also provide licenses to Council members, Planning Commission member, etc. should they want one.

- **Unlimited server licenses.**

GIS "Servers" are used to store data used by the GIS, and to create and store geographic data that can be displayed by web pages and mobile apps. We currently have two servers, one dedicated to data storage, the other to web mapping.

- i. It is standard IT operating procedure to have "staging" servers where changes, upgrades, etc. can be tested before going live – we don't have these, as each requires an additional \$10,000 server license. As we become more and more dependent on our web maps, this testing become critical, not just a nice option.
- ii. For example, our water and sewer repair crews, meter readers, and others use specialized web maps on their phones and tablets as they work in the field; they are really hampered when they don't work.
- iii. Our web maps are serious work tools for professionals as well: surveyors, real estate professionals, engineers, and others depend on our web capabilities to perform their jobs effectively.
- iv. Even more critically, the Fire Department has tablets in all their vehicles that supplies them with locations of hydrants, key boxes, alarm

locations, and other information that they have mapped during their pre-fire inspections. This is worthless if the servers are down.

- v. We have budgeted \$35,000 this year for a new map data server. This license will allow us to take full advantage of that investment.
- **ArcGIS Online licenses** – This will continue the ability we already have to leverage the online capabilities that ESRI offers. For example, our new Fayetteville Art Walk app is hosted by ArcGIS Online. This will continue to increase in importance as ESRI improves its functionality.
- Other products we don't currently have:
 - i. **Image server** – Speeds up processing and access of imagery and other scanned documents (plats, as-builts). We have been interested in this product for several years as it should reduce the many hours we spend every year processing aerial imagery, and possibly speed up some of our other operations as well.
 - ii. **Routing Server extensions** – that would allow us to host our own routing software. We currently use a routing service available through ArcGIS Online, but hosting our own would allow us to customize it for biking or walking routes, which we currently can't do.
 - iii. **CityEngine** – this is a 3D program that can be used for planning and visualization. For example, it can produce interactive 3D maps of proposed high-rise buildings, allowing a virtual view of how they would impact their surroundings.
 - iv. **ArcGIS Data Reviewer** – Helps define workflows for Quality Control purposes.

COST COMPARISON

The following table compares products and costs between two ways of purchasing ESRI software. Our current annual cost is approximately \$30,000; an ELA costs \$50,000. Listed under "Description" are software products that we might reasonably use in the next year if they were within budget. The ELA allows unlimited licenses of these products, so they are included in the ELA. Under our current contract, each of these products has an additional purchase cost, and then a maintenance cost that is typically 20% of the purchase cost – these are shown in the second and third columns.

Based on the estimates in the table, if we were to purchase all these products in one year, the ELA would save us \$47,000 that year. Thereafter, we would be paying \$5,300 a year more for the ELA than we would to pay the maintenance on those products. It would take about nine years to use up the savings we made, assuming no other products were used. If, after three years we discontinue the ELA, we can keep the products we're using by continuing to pay the

maintenance fee for it. This ends up a plus for us because the initial purchase cost was included in the ELA.

<u>Description</u>	<u>Year 1 Cost</u>	<u>Year 2, 3:</u> <u>Maintenance</u>	<u>ELA</u>
Base cost	30,000	30,000	50,000
Desktop licenses			
Engineering (3)	4,500	1,200	
Police (3)	4,500	1,200	
Fire (2)	3,000	800	
Planning (1)	1,500	400	
Utilities (2)	3,000	800	
GIS (1)	5,000	1,200	
Network Analyst	2,500	500	
3D Analyst	2,500	500	
ArcServer (Staging)	10,000	2,000	
ArcSDE (Staging)	10,000	2,000	
ArcServer Routing	4,000	800	
Data Reviewer	2,500	500	
CityEngine	4,000	800	
ImageServer	10,000	2,000	
TOTAL	\$97,000	\$44,700.00	\$50,000

BUDGET/STAFF IMPACT:

Included in 2015 IT budget request.

Attachments:

ESRI Contract

December 19, 2014

Mr. Greg Mitchell
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Dear Greg,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the signature page of the ELA with a Purchase Order or issue a Purchase Order that references this ELA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,



Jean Jeannotte



Quotation # 20461697

Date: December 19, 2014

Customer # 23472 Contract #

City of Fayetteville
Information Technology Dept
113 W Mountain
Fayetteville, AR 72701

ATTENTION: Greg Mitchell
PHONE: (479) 444-3431
FAX: (479) 575-8316

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
St Louis Regional Office, 3060 Little Hills Expressway
St Charles, MO 63301

Phone: (636) 949-6620 Fax: (636) 949-6735
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.*

Quote is valid from: 12/19/2014 To: 03/19/2015

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 1	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 2	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year 3	50,000.00	50,000.00
Item Total:				150,000.00
Subtotal:				150,000.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$150,000.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
116996	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 15 Days Prepaid ILT / ILV, Over 3 Year Term, per Student Seat, 5 Days per Annum Over 3 Year Term Instructor Led Training	2,500.00	2,500.00
116997	1	Small Enterprise License Agreement Training Package at ESRI Site 21 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 7 Days per Annum Instructor Led Training	3,500.00	3,500.00
116998	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 30 Days Prepaid ILT / ILV, Over 3 Year Term, Per Student Seat, 10 Days per Annum Instructor Led Training	5,000.00	5,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jean Jeannotte

Email: ijeannotte@esri.com

Phone: (636) 949-6620 x8526

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



**SMALL
ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY**

Authorized Distributor/Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page ("**Licensee**"); **Environmental Systems Research Institute, Inc. ("Esri")**; and, if Licensee is located outside the United States of America (USA), the Authorized Distributor listed on the signature page ("**Authorized Distributor**"). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the USA.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) the ELA Quotation, (ii) Small Enterprise License Agreement, and (iii) the License Agreement. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

**Table A
List of Enterprise Products**

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription

Other Benefits

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 4
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, no modifications can be made to this ELA.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

ELA Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation provided separately by Esri or its Authorized Distributor to Licensee.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1

Support. Licensees located in the USA will receive Tier 2 Support from Esri. Licensees outside the USA will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 No Use upon Expiration or Termination. All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—ENTERPRISE PRODUCT UPDATES

4.1 Future Updates. Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>) for USA-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive ELA Maintenance. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. Tier 1 Support Provided by Licensee

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri or Its Authorized Distributor

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.
2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the USA or (b) Authorized Distributor if Licensee is located outside the USA. The report will be subject to audit.

7.3 Renewal. Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee shall issue an Ordering Document upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) calendar days

of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.

- b. Upon receipt of the initial Ordering Document from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

8.2 Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Order (or Ordering Document):
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—TRAINING

9.1 Training Description. Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

- a.** To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
- b.** Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.
- c.** An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
- d.** Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- e.** The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
- f.** Esri will invoice for outstanding training expenses where applicable.
- g.** Training days are not transferable and not refundable for any other Esri products or services.



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 356 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0003

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C. 4

REPEAL AND REPLACE TITLE V PUBLIC WORKS AND AMEND CHAPTER 51 AND CHAPTER 10:

AN ORDINANCE TO REPEAL AND REPLACE TITLE V PUBLIC WORKS, ARTICLE III **DISCHARGE AND PRETREATMENT REGULATIONS**; TO AMEND SECTION § 51.137 **MONTHLY SEWER RATES**; TO AMEND § 51.138 **DEFINITIONS PERTAINING TO WATER AND SEWER RATES**; TO AMEND § 51.999 **PENALTY**; AND TO AMEND § 10.99 **GENERAL PENALTY OF THE FAYETTEVILLE CODE**

WHEREAS, the permit issued by the Arkansas Department of Environmental Quality for operation of the Paul R. Noland Wastewater Treatment Plant requires the City of Fayetteville to update its discharge and pretreatment regulations to comply with changes adopted in the Code of Federal Regulations; and

WHEREAS, the proposed modifications have been submitted to and approved by the Arkansas Department of Environmental Quality.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals Title V Public Works, Article III Discharge and Pretreatment Regulations, §§ 51.070-51.087 of the Fayetteville Code and enacts a replacement Title V Public Works, Article III Discharge and Pretreatment Regulations, §§ 51.070-51.087 as shown on Exhibit "A" attached hereto.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 51.137(E) *Extra Strength Surcharge* and enacts a replacement (E) as shown on Exhibit "B" attached hereto.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 51.137(G) *Hauled Wastewater Fees* as shown below:

(G) *Hauled Wastewater Fees.*

(1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of \$100.00.

(2) Discharge fee. A fee of \$50.00 must be paid for each hauled domestic waste load discharged.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 51.137(H) *Industrial Wastewater Discharge Permit Fee* as shown below:

(H) *Industrial Wastewater Discharge Permit Fee.*

(1) Application fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of \$500.00.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends § 51.138(K) *Treatment works* by replacing the word “sludge” with the word “biosolids.”

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 51.999(D) by striking the phrase “or an industrial wastewater discharge permit.”

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby enacts §10.99(A)(4) as shown below:

(4) Notwithstanding the foregoing, violations of City of Fayetteville discharge and pretreatment regulations, codified at §§ 51.070 - 51.087, shall be subject to potentially higher penalties as provided in § 51.083 **Administrative Enforcement Remedies** and § 51.084 **Judicial Enforcement Remedies**, as required by federal law.

City of Fayetteville Staff Review Form

2015-0003

Legistar File ID

1/20/2015

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

Billy Ammons

1/2/2015

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of modifications to the Code of Ordinances, Article III, Discharge and Pretreatment Regulations and Related Modifications to Article V, Rates and Charges.

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:

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water, Sewer & Solid Waste Committee

FROM: Billy Ammons, CH2M HILL

DATE: January 2, 2015

SUBJECT: Approval of Modifications to the Code of Ordinances, Article III, Discharge and Pretreatment Regulations and Related Modifications to Article V, Rates and Charges.

RECOMMENDATION:

City Administration recommends approval of modifications to the Code of Ordinances, Article III, Discharge and Pretreatment Regulations and related modifications to Article V, Rates and Charges.

BACKGROUND:

The City of Fayetteville Paul R. Noland Wastewater Treatment Plant ADEQ Permit Number AR0020010 required the City to submit Sewer Use Ordinance modifications to come into compliance with current 40 CFR 403 regulations within twelve (12) months of the effective date (March 1, 2013) of the permit. The proposed modifications were submitted to ADEQ as required. ADEQ has reviewed and approved the modifications.

DISCUSSION:

Modifications to the Discharge and Pretreatment Regulations ordinance were made to come into compliance with 40 CFR 403, to simplify language, use newer terminology, to more closely match EPA model ordinance language, or to incorporate language recommended by ADEQ. ADEQ approval is not required for Extra Strength Surcharge requirements and fees, hauled wastewater fees, and industrial wastewater discharge permit fees. These items were moved from Article III, Discharge and Pretreatment Regulations to Article V, Rates and Charges. This will simplify any future changes.

BUDGET/STAFF IMPACT:

Staff will make changes to the ADEQ-approved Pretreatment Program document to incorporate ordinance modifications and submit for ADEQ approval. No Budget Impact.

Attachments:

Staff Review Form

Modified Article III

Modified Article V

TO: **Mayor Jordan**
City Council

THRU: **Kit Williams**, City Attorney

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

DATE: **January 6, 2015**

RE: **Penalties for Violations of Discharge and Pretreatment Regulations**

Included in the changes required by the Code of Federal Regulations to our discharge and pretreatment regulations is a requirement that fines for violations must be up to \$1,000.00. This conflicts with Fayetteville Code § 10.99 **General Penalties**, which provides that no ordinance may allow a penalty greater than \$500.00 and any ordinance that includes a higher fine must be reduced to the lower amount when judgment for a violation is entered by the court. Therefore, along with the changes noted in the Staff Review Memo, I have also included a new § 10.99(A)(4), which provides as follows:

Notwithstanding the foregoing, violations of City of Fayetteville discharge and pretreatment regulations, codified at §§ 51.070 – 51.087, shall be subject to potentially higher penalties as provided in § 51.083 **Administrative Enforcement Remedies** and § 51.084 **Judicial Enforcement Remedies**, as required by federal law.

ARTICLE III DISCHARGE AND PRETREATMENT REGULATIONS

51.070 Purpose

This article sets forth standards and requirements for users of the Water Resource Recovery Facility (WRRF) for the City of Fayetteville and enables the city to comply with all applicable federal and state laws, including Clean Water Act (33 U.S.C. §1251 et seq.) and the General Pretreatment Regulations (40 CFR 403). The objectives of this article are:

- (A) To prevent the introduction of pollutants into the WRRF that will interfere with its operation or contaminate its resulting biosolids;
- (B) To prevent the introduction of pollutants into the WRRF which will pass through the WRRF, inadequately treated, into receiving waters or otherwise be incompatible with the WRRF;
- (C) To protect both WRRF personnel who may be affected by wastewater and biosolids in the course of their employment and the general public;
- (D) To improve opportunities for reuse and recycling of wastewater and biosolids from the WRRF;
- (E) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the WRRF;
- (F) To enable the city to comply with its National Pollutant Discharge Elimination System permit conditions, biosolids use and disposal requirements, and any other federal or state laws to which the WRRF is subject; and
- (G) To provide for penalties for violations of the regulations established herein.
- (H) To encourage pollution prevention through waste minimization, source reduction, reuse practices, recycling, and water and energy conservation.

This article authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(Ord. No. 3965, 5-7-96; Ord. No. 4088, §1, 4-7-98; Code 1991, §51.070)

51.071 Applicability

This article shall apply to all users of the WRRF.

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, 4-7-98; Code 1991, §51.071)

51.072 Administration

Except as otherwise provided herein, the City, as defined in this article, shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the City may be delegated by the City to his/her authorized representative.

(Code 1991, §51.072)

51.073 Abbreviations

The following abbreviations shall have the designated meanings:

See table.

BOD	Biochemical oxygen demand
BMP	Best Management Practice
CFR	<i>Code of Federal Regulations</i>
CIU	Categorical Industrial User
EPA	U.S. Environmental Protection Agency
gpd	gallons per day
NPDES	National Pollutant Discharge Elimination System
NAICS	North American Industrial Classification System
RCRA	Resource Conservation and Recovery Act
TSS	Total suspended solids
SIU	Significant Industrial User
SNC	Significant Noncompliance
U.S.C.	United States Code
WRRF	Water Resource Recovery Facility

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Code 1991, §51.073)

51.074 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act or the Act. The Federal Water Pollution

Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. §1251 et seq.

Approval Authority. Arkansas Department of Environmental Quality.

Authorized signatory or authorized or duly authorized representative of the user.

(1) If the user is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship: A general partner or proprietor, respectively.

(3) If the user is a federal, state or local governmental facility: A director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility.

(4) The individuals described in paragraphs (1) through (3) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

Best Management Practices or BMPs. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 51.075(B) (1) and (2). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

Biochemical oxygen demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20° centigrade, usually expressed as a concentration of milligrams per liter (mg/l).

Categorical pretreatment standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with §§307(b) and (c) of the Act (33 U.S.C. §1317) which apply to a specific category of users and which appear in 40 CFR Chapter 1, Article N, Parts 405-471.

Categorical Industrial User (CIU). An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

City. The mayor or his/her duly authorized representative, or the City of Fayetteville, the Fayetteville City Council or its duly authorized representative. The City is the Control Authority as defined in 40 CFR 403.3(f)(1).

Control Authority. The City.

Composite sample. The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time, as specified by the City.

Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Domestic waste. Liquid and water-carried waste

generated by a typical household or waste comprised of waste equivalent to that generated by a typical household - human excrement and gray water (household showers, dishwashing operations, etc.). This does not include waste from commercial or industrial processes whether generated at a household or other premises.

Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or its authorized representative.

Existing source. Any source of discharge that is not a "New Source."

Grab sample. An individual sample collected over a period of time not to exceed 15 minutes.

Hauled Wastewater. Wastewater that is loaded to a tanker truck, a portable tank or other container and conveyed to another location for discharge. Hauled wastewater includes, but is not limited to, septic tank waste and portable toilet waste.

Indirect discharge or discharge. The introduction of pollutants into the WRRF from any nondomestic source.

Industrial user. A discharger into the WRRF of nondomestic wastewater.

Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the WRRF, its treatment processes or operations or its biosolids processes, use or disposal and therefore, is a cause of a violation of the City's NPDES permit or a cause of the prevention of biosolids use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: §405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State biosolids management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Instantaneous limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

Local Limit. Specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and

(b).

May. Discretionary or permissive.

Monthly Average. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Monthly Average Limit. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Medical waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

National Pollutant Discharge Elimination System (NPDES) permit. A permit issued to a WRRF or other discharger pursuant to §402 of the Act.

New source.

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under §307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of §(1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - (a) Begun, or caused to begin as part of a continuous onsite construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - (b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact cooling water. Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. NAICS was developed under the auspices of the Office of Management and Budget (OMB) and adopted in 1997 to replace the Standard Industrial Classification (SIC) system.

Pass through. A discharge which exits the WRRF into waters of the United States in quantities or concentrations which, along or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES

permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, or local governmental entities.

pH. A measure of the acidity or alkalinity of a substance, expressed in standard units.

Pharmaceutical drug. Also referred to as medicine, medication or medicament, can be loosely defined as any chemical substance intended for use in the medical diagnosis, cure, treatment, or prevention of disease.

Pollutant. Any dredged spoil, solid waste, incinerator residue, sewage, garbage, biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor).

Pollution Prevention (P2). Waste reduction prior to recycling, treatment, or disposal. Pollution prevention means "source reduction" as defined under the Pollution Prevention Act, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources, or protection of natural resources by conservation, or use of less toxic alternatives.

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the WRRF. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirements. Any substantive or procedural requirement, other than a pretreatment standard, related to pretreatment and imposed on a user.

Pretreatment standards or standards. Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, narrative BMPs, and local limits.

Prohibited discharge standards or prohibited discharges. Prohibitions against the discharge of certain substances; these prohibitions appear in §51.075(B) of this article.

Qualified professional. A person who is proven to be competent or suited for a specific position or task.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

Shall. Mandatory.

Significant industrial user.

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
 - (a) Discharges an average of 25,000 gpd or more of process wastewater to the WRRF (excluding sanitary, noncontract cooling, and boiler blowdown wastewater); or
 - (b) Contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the WRRF treatment plant; or
 - (c) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the WRRF's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in (2) has no reasonable potential for adversely affecting the WRRF's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user (and in accordance with procedures in 40 CFR 403.8(f)(6) determine that such user should not be considered a significant industrial user.

Slug load or slug. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in this article or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a noncustomary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the City's regulations, local limits or permit conditions.

Standard Industrial Classification (SIC) Code. A

classification pursuant to the *Standard Industrial Classification Manual* issued by the United States Office of Management and Budget.

State. State of Arkansas.

Storm water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Surcharge. A service charge in addition to the normal monthly rate which shall be assessed to the significant industrial users who discharge into the city system wastewater having an average BOD concentration in excess of 300 milligrams per liter or an average TSS concentration in excess of 300 milligrams per liter.

Total suspended solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

Toxic pollutant. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by EPA under §307 (33 U.S.C. §1317) of the Act.

Treatment plant's effluent. The discharge from the wastewater treatment plant into the receiving stream.

User. Any person who contributes or permits the contribution of wastewater into the WRRF.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions.

Wastewater treatment plant. That portion of the WRRF which is designed to provide treatment of municipal sewage and compatible industrial waste.

Water Resource Recovery Facility (WRRF). A "treatment works," as defined by §212 of the Act (33 U.S.C. §1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The WRRF is the Publicly Owned Treatment Works or POTW as defined in 40 CFR 403.3(q).

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §2, 4-7-98; Code 1991, §51.074)

51.075 General Sewer Use Requirements

(A) Wastewater generated by development located in

100-year floodplain not to be transported or treated by facilities constructed under EPA Project No. C-050366-01 for 50 years.

(1) For the purpose of this section area of existing development shall mean an area which, at the EPA issued a finding of no significant impact for EPA Project No. C-050366-01 was:

- (a) Occupied by existing structures or facilities;
- (b) Substantially surrounded by existing structures or facilities and which serves no significant independent natural floodplain function; or
- (c) Characterized by substantial investment in public infrastructure but which is only partially occupied by structures or facilities.

(2) No wastewater generated by development located in the 100-year floodplain shall be transported or treated by facilities constructed under EPA Project No. C-050366-01 for a period of 50 years from January 1, 1987, except that service may be provided to:

- (a) Areas of existing development in a floodplain;
- (b) Commercial or public facilities which by nature must be located in a floodplain;
- (c) Areas of projected growth if the environmental information document for EPA Project No. C-050366-01 demonstrates that proposed development will be consistent with the floodplain management criteria for flood-prone areas (44 CFR 60.3) of the Federal Emergency Management Agency (FEMA) and will have no significant impacts on natural functions and values of the floodplain; or
- (d) An area of projected growth if an environmental impact statement demonstrates that there is no practicable alternative to such growth, that such growth will be consistent with the floodplain management criteria for flood-prone areas (44 CFR 60.3) of FEMA, and that the benefits of such growth outweigh its environmental costs.

(B) *Prohibited discharge standards.*

(1) *General prohibitions.* No person shall introduce or cause to be introduced into the WRRF any pollutant or wastewater which causes, or has the potential to cause, pass through or interference. These general prohibitions apply to all users of the WRRF whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

(2) *Specific Prohibitions.* No person shall introduce or cause to be introduced into the WRRF the following pollutants, substances, or wastewater:

- (a) Pollutants which create a fire or explosive hazard in the WRRF, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140° Fahrenheit (60° C) using the test methods specified in 40 CFR 261.21;
- (b) Wastewater having a pH less than 5.0 or more than 12.4, or otherwise causing corrosive structural damage to the WRRF or equipment;
- (c) Solid or viscous substances including, but not limited to, fats, oil or grease of animal or vegetable in amounts which will cause obstruction of the flow in the WRRF resulting in interference but in no case solids greater than one-half inch in any dimension;
- (d) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the WRRF;
- (e) Wastewater having a temperature greater than 150° Fahrenheit (65° C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° Fahrenheit (40° C);
- (f) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- (g) Pollutants which result in the presence of toxic gases, vapors, or fumes within

the WRRF in a quantity that may cause acute worker health and safety problems;

- (h) Trucked or hauled pollutants, except at discharge points designated by the City in accordance with §51.076(D) of this article;
- (i) Any liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- (j) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye, wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit;
- (k) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable federal or state regulations and approved by the City;
- (l) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the City;
- (m) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (n) Medical wastes or pharmaceutical drugs, except as specifically authorized by the City;
- (o) Wastewater causing, alone or in conjunction with other sources, the WRRF to violate its NPDES permit or the treatment plant's effluent to fail a toxicity test;
- (p) Any substance which may cause the WRRF's effluent or other product of the WRRF such as residues, biosolids or scums, to be unsuitable for normal landfill/land application, reclamation or reuse, or to interfere with the reclamation process;
- (q) Detergents, surface-active agents, or other substances which may cause excessive foaming in the WRRF;

(r) Any material into a manhole through its top unless specifically authorized by the City.

(s) Non-flushable wipes, non-dispersible wipes, and non-biodegradable wipes including, but not limited to, baby wipes, paper towels, dusting wipes, cleaning wipes, and disposable mop heads.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the WRRF.

(C) *Categorical pretreatment standards or categorical standards.* Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471. Users must comply with the categorical pretreatment standards. Categorical pretreatment standards are hereby incorporated.

(1) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the City may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

(2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the City shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).

(3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

(4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

(D) *Local limits.* To protect against pass through and interference, no Industrial User may discharge or cause to be discharged into the WRRF any wastewater pollutant concentration exceeding the Technically Based Local Limits (TBLLs) developed from time to time by the City as

required by Part III in City of Fayetteville NPDES permits No. AR0020010 and AR0050288 authorized by 40 CFR 403.5 (c) and approved by the Approval Authority. TBLLs based on calculated Maximum Allowable Industrial Loadings are located in the City's Pretreatment Program, Part 2. At the discretion of the City, TBLLs may be imposed and shall apply at the "monitoring point" described in the individual industrial wastewater discharge permits. All concentration limits for metals shall be in terms of "total" metals unless otherwise indicated. At the discretion of the City, mass limitations may be imposed in addition to or in place of concentration based TBLLs. The City may also develop BMPs in individual wastewater discharge permits, to implement specific pollutant limitations. Such BMPs shall be considered Local Limits and Pretreatment Standards. When new Local Limits are implemented or revised, the City will provide individual notice to parties who have requested such notice and an opportunity to respond, as set forth by 40 CFR 403.5 (c) (3).

- (E) *Right of revision.* The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the WRRF.
- (F) *Dilution.* No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The City may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(Ord. No. 3965, §§2, 3, Exh. A, 5-7-96; Ord. No. 4088, §3, 4-7-98; Code 1991, §51.075)

51.076 Pretreatment of Wastewater

- (A) *Pretreatment facilities.* Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all pretreatment standards, local limits, and the prohibitions set out in §51.075(B) of this article within the time limitations specified by EPA, the state, or the City, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the City for review, and shall be acceptable by the City before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the

responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this article.

(B) *Additional pretreatment measures.*

- (1) Whenever deemed necessary, the City may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocated and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the WRRF and determine the user's compliance with the requirements of this article.
- (2) The City may require any person discharging into the WRRF to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (3) Grease, oil, and sand interceptors shall be provided when, in the opinion of the City, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the City and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at the user's expense.
- (4) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

- (5) At the City's discretion and when deemed necessary the industrial user shall have a licensed wastewater treatment operator on duty at all times when treating and discharging regulated wastewater to the City's collection system. Said operator shall meet the license or level of operator qualifications deemed necessary for proper treatment per Arkansas Pollution Control and Ecology Commission's Regulation #3.
- (C) *Accidental discharge/slugs control plans.* The City shall evaluate whether each significant industrial user needs an accidental discharge/slugs control plan or other action to control slug discharges.

The City may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. Alternatively, the City may develop such a plan for any User. An accidental discharge/slug control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including nonroutine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the City of any accidental or slug discharge, as required by §51.079(F) of this article. Such notification must also be given for any discharge which would violate any of the prohibited discharges in §51.075(B) of this article; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

(D) *Hauled wastewater.*

Hazardous waste will not be accepted by truck or liquid waste hauler at the WRRF.

- (1) Domestic waste haulers are required to submit an application to discharge liquid wastes. This application must be accompanied by a fee in accordance with §51.137(G). Hauled domestic waste may be introduced into the WRRF only at locations approved by the City and at such times as are established by the City. Such wastes shall not violate §51.075 of this article or any other requirements established by the City. A fee must be paid for each domestic waste load in accordance with §51.137(G). The City may require the domestic waste haulers to obtain wastewater discharge permits.
- (2) The City may require haulers of industrial waste to obtain wastewater discharge permits. The City may require generators of hauled industrial waste to obtain wastewater discharge permits. The City also may prohibit the disposal of hauled industrial waste. The

discharge of hauled industrial waste is subject to all other requirements of this article.

- (3) If the industrial waste is from a categorical user, the hauled wastewater must include waste analysis proving it meets the required limitations of its respective category.
- (4) Domestic waste haulers and industrial waste haulers may only discharge loads at locations designated by the City. No load may be discharged without prior consent of the City. The City may collect samples of each hauled load to ensure compliance with applicable standards. The City may require the hauler to provide a waste analysis of any load prior to discharge.
- (5) Domestic waste and industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. For industrial waste, the form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.
- (6) Any waste not deemed domestic by the City will be handled on a case by case basis at the discretion of the City.

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Code 1991, §51.076)

51.077 Wastewater Discharge Permit Application

(A) *Wastewater analysis.* When requested by the City, a user must submit information on the nature and characteristics of the user's wastewater within thirty (30) days of request, unless otherwise specified. The City is authorized to prepare a form for this purpose and may periodically require users to submit or update the information.

(B) *Wastewater discharge permit requirement.*

- (1) No significant industrial user shall discharge wastewater into the WRRF without first obtaining a wastewater discharge permit from the City, except a significant industrial user that has filed a timely application pursuant to §51.077(C) of this article may continue to discharge for the time period specified therein.

- (2) The City may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this article.
 - (3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out in §51.082 through §51.084 of this article. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law.
- (C) *Wastewater discharge permitting; existing connections.* Any non-permitted user required to obtain a wastewater discharge permit, who was discharging wastewater into the WRRF prior to the effective date of this article and who wishes to continue such discharges in the future, shall, within 90 days after said date, apply to the City for a wastewater discharge permit in accordance with §51.077(E) of this article, and shall not cause or allow discharges to the WRRF to continue after 180 days of the effective date of this article except in accordance with a wastewater discharge permit issued by the City.
- (D) *Wastewater discharge permitting; new connections.* Any user required to obtain a wastewater discharge permit that proposes to begin or recommence discharging into the WRRF must obtain such permit prior to the beginning or recommending of such discharge. An application for this wastewater discharge permit, in accordance with §51.077(E) of this article, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.
- (E) *Wastewater discharge permit application contents.* All users required to obtain a wastewater discharge permit must submit a permit application accompanied by a fee in accordance with 51.137(H). The City may require a user to submit as part of an application the following information:
- (1) The information required by §51.079(A)(2) of this article;
 - (2) A comprehensive description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals (not just trade names) used or stored at the facility which are, or could accidentally or intentionally be, discharged to the WRRF. A qualified professional must certify to the accuracy of this process

narrative;

- (3) Number of employees, hours of operation, and proposed or actual hours of operation;
 - (4) Each product produced by type, amount, process or processes, and rate of production;
 - (5) Type and amount of raw materials processed (average and maximum per day);
 - (6) Comprehensive site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, chemical storage areas, and appurtenances by size, location, and elevation, and all points of discharge. A qualified professional must certify to the accuracy of this schematic(s);
 - (7) Time, average gallons per day discharged and duration of discharges; and
 - (8) Any other information as may be deemed necessary by the City to evaluate the wastewater discharge permit application.
 - (9) Pollution Prevention (P2) activities such as source reduction, waste minimization, environmental management systems, water and energy conservation, and use of less toxic alternatives.
- Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.
- (F) *Application signatories and certification.* All wastewater discharge permit applications and user reports must be signed by an authorized signatory of the user and contain the following certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- (G) *Wastewater discharge permit decisions.* The City will evaluate the data furnished by the user and may require additional information. Within 90 days of receipt of a complete wastewater discharge permit application, the City will determine whether or not to issue a wastewater discharge permit. The City may deny any application for a wastewater discharge permit.

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Code 1991, §51.077)

51.078 Wastewater Discharge Permit Issuance Process

- (A) *Wastewater discharge permit duration.* Wastewater discharge permits shall be issued for a specified time period, not to exceed five years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five years, at the discretion of the City. Each wastewater discharge permit will indicate a specific date upon which it will expire.

- (B) *Wastewater discharge permit contents.* Wastewater discharge permits shall include such conditions as are deemed reasonably necessary by the City to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, protect the public, facilitate biosolids management and disposal, and protect against damage to the WRRF.

(1) Wastewater discharge permits must contain:

- (a) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five years;
- (b) A statement that the wastewater discharge permit is nontransferable except in accordance with §51.078 (E).
- (c) Effluent limits, including Best Management Practices, based on applicable pretreatment standards;
- (d) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practices) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law; and
- (e) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable

compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

- (f) Requirements to control Slug Discharge, if determined by the City to be necessary.

(2) Wastewater discharge permits may contain, but need not be limited to, the following conditions:

- (a) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (b) Requirements for the installation and maintenance of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
- (c) Requirements for the development and implementation of accidental discharge/slug control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
- (d) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the WRRF;
- (e) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
- (f) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
- (g) Other conditions as deemed appropriate by the City to ensure compliance with this article, and federal and state laws, rules, and regulations.
- (h) A licensed wastewater operator as deemed necessary on duty at all times

of treatment and discharge of regulated wastewater discharge to the City's collection system (per §51.076(B)(5)).

(C) *Wastewater discharge permit appeals.* A permittee may petition the City to reconsider the terms of a wastewater discharge permit within 30 days of notice of issuance of the discharge permit.

- (1) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- (2) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.
- (3) The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.
- (4) If the City fails to act within 30 days of receipt of the request, the request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit, shall be considered final administrative actions for purposes of judicial review.

(D) *Wastewater discharge permit modification.* The City may modify the wastewater discharge permit for good cause including, but not limited to, the following reasons:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- (2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- (3) A change in the WRRF that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating the permitted discharge poses a threat to the WRRF, WRRF personnel, the receiving waters, or threats to the WRRF's beneficial biosolids use;
- (5) Violation of any terms or conditions of the wastewater discharge permit;

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

(8) To correct typographical or other errors in the wastewater discharge permit;

(9) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with 51.078(E).

(E) *Wastewater discharge permit transfer.* Wastewater discharge permits may be transferred to a new owner or operator if the permittee gives at least seven days advance notice to the City, provides a copy of the existing permit to the new owner or operator, and the City approves the wastewater discharge permit transfer. The notice to the City must include a written certification by the new owner or operator which:

- (1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(F) *Wastewater discharge permit revocation.* The City may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- (1) Failure to notify the City of significant changes to the wastewater prior to the changed discharge;
- (2) Failure to provide prior notification to the City of changed conditions pursuant to §51.079(E) of this article;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

- (4) Falsifying self-monitoring or other reports;
- (5) Tampering with monitoring equipment;
- (6) Refusing to allow the City timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;
- (8) Failure to pay fines;
- (9) Failure to pay sewer charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application; or
- (12) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

Wastewater discharge permits shall be voidable upon cessation of operations. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

(G) *Wastewater discharge permit re-Issuance.* A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit re-issuance by submitting a complete permit application, in accordance with §51.077(E) of this article, a minimum of 90 days prior to the expiration of the user's existing wastewater discharge permit.

(H) *Regulation of waste received from other jurisdictions.*

- (1) If another jurisdiction, or user located within another jurisdiction, contributes wastewater to the WRRF, the City shall enter into an interjurisdictional agreement with the contributing jurisdiction; enter into an agreement with, or permit, users located in another jurisdiction; or both. Certain hauled wastewater may be exempted from the requirements of this paragraph with specific authorization by the City.
- (2) An interjurisdictional agreement, as required by paragraph (1), above, shall contain the following conditions:

- (a) A requirement for the contributing jurisdiction to adopt a sewer use

ordinance which is at least as stringent as this article and local limits which are at least as stringent as those set out in §51.075(D) of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the city's ordinance and/or local limits;

- (b) A requirement for the contributing jurisdiction to submit a revised user inventory on at least an annual basis;
- (c) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing jurisdiction; which of these activities will be conducted by the City; and which of these activities will be conducted jointly by the contributing jurisdiction and the City;
- (d) A requirement for the contributing jurisdiction to provide the City with access to all information the contributing jurisdiction obtains as part of its pretreatment activities;
- (e) A provision insuring the City access to the facilities of users located within the contributing jurisdiction's boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the City; and
- (f) A provision specifying remedies available for breach of the terms of the interjurisdictional agreement.

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §§4, 5, 4-7-98; Code 1991, §51.078)

51.079 Reporting Requirements

(A) *Baseline monitoring reports.*

- (1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the WRRF shall submit to the City a report which contains the information listed in paragraph (B), below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to

the promulgation of an applicable categorical standard, shall be required to submit to the City a report which contains the information listed in paragraph (2), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

(a) *Identifying information.* The name and address of the facility, including the name of the operator and owner.

(b) *Environmental permits.* A list of any environmental control permits held by or for the facility.

(c) *Description of operations.* A comprehensive narrative description of the nature, average rate of production, all applicable NAICS and standard industrial classifications of the operation(s) carried out by such user. This description should include a comprehensive schematic process diagram which indicates points of discharge to the WRRF from the regulated processes. A qualified professional must certify to the accuracy of this process narrative and wastewater flow schematics.

(d) *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the WRRF from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e). The City may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

(e) *Measurement of pollutants.*

(i) The categorical pretreatment standards applicable to each regulated process.

(ii) The results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or by the City) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily

maximum, and long term average concentrations or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in §51.079(J) of this article. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the City or the applicable standards to determine compliance with the standard.

(iii) Sampling must be performed in accordance with procedures set out in §51.079(K) of this article.

(f) *Certification.* A statement, reviewed by the user's authorized signatory and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment, is required to meet the pretreatment standards and requirements.

(g) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in §51.079(B) of this article.

(h) *Signature and certification.* All baseline monitoring reports must be signed and certified in accordance with §51.077(F) of this article.

(B) *Compliance schedule progress report.* The following conditions shall apply to the compliance schedule required by §51.079(A)(2)(g) of this article:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable

pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation);

- (2) No increment referred to above shall exceed nine months;
- (3) The user shall submit a progress report to the City not later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- (4) In no event shall more than nine months elapse between such progress reports to the City.

(C) *Report on compliance with categorical pretreatment standard deadline.* Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the WRRF, any user subject to such pretreatment standards and requirements shall submit to the City a report containing the information described in §51.079(A)(2)(d) through (f) of this article. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with §51.077(F) of this article.

(D) *Periodic compliance reports.*

- (1) All significant industrial users shall, at a frequency determined by the City but in no case less than every six months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the

user must submit documentation required by the City or the pretreatment standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance with §51.077(F) of this article.

- (2) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (3) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the City, using the procedures prescribed in §51.079(J) and §51.079(K) of this article, the results of this monitoring shall be included in the report.

(E) *Report of changed conditions.* Each user must notify the City of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

- (1) The City may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under §51.077(E) of this article.
- (2) The City may issue a wastewater discharge permit under §51.077(G) of this article or modify an existing wastewater discharge permit under §51.078(D) of this article in response to changed conditions or anticipated changed conditions.
- (3) For purposes of this requirement, significant changes include, but are not limited to, flow changes of 20% or greater, and the discharge of any previously unreported pollutants.

(F) *Reports of potential problems.*

- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the WRRF (including a violation of the prohibited discharge standards in §51.075(B)

of this article), the user shall immediately telephone and notify the City of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

- (2) Within five business days following such discharge, the user shall, unless waived by the City, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the WRRF, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed pursuant to this article.
- (3) If required by the City, a notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (A), above. Employers shall ensure that all employees are advised of the emergency notification procedure.
- (4) Significant industrial users are required to notify the City immediately of any changes at its facility affecting the potential for a slug discharge.

(G) *Reports from unpermitted users.* All users not required to obtain a wastewater discharge permit shall provide appropriate reports as may be required by the City.

(H) *Notification of violation/repeat sampling and reporting.*

- (1) If sampling performed by a user indicates a violation, the user must notify the City as soon as possible but no later than 24 hours after becoming aware of the violation. The user shall also immediately repeat the sampling and analysis and submit the results of the repeat analysis to the City within the time period specified by the City but at no time later than 30 days after becoming aware of the violation. The user may not be required to resample if the City samples between the user's initial sampling and when the user receives the results of this sampling.
- (2) If the City performed the sampling and analysis in lieu of the industrial user, the City will perform the repeat sampling and analysis

unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis.

(I) *Notification of the discharge of hazardous waste.*

- (1) Any person who commences the discharge of hazardous waste shall notify the City, the EPA Regional Waste Management Division Director, and state hazardous waste authorities (in writing) of any discharge into the WRRF of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than 100 kilograms of such waste per calendar month to the WRRF, the notification shall also contain the following information to the extent such information is known and readily available to the user: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications to the City must be made prior to the commencement of the discharge. Notifications of changed conditions must be submitted under Section §51.079(E) of this ordinance. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections §51.079(A), (C), and (D) of this ordinance.
- (2) In the case of any new regulations under §3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the City, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (3) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

- (4) This reporting provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable federal or state law.

(J) *Certification of Permit Applications and User Reports.* The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with Section §51.077; users submitting baseline monitoring reports under Section §51.079(A); users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section §51.079(C); users submitting periodic compliance reports required by Section §51.079(D) (1)-(3). The following certification statement must be signed by an Authorized Representative as defined in Section §51.074:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(J) *Analytical requirements.*

- (1) All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.
- (2) All independent laboratories performing analyses for users, including, but not limited to, self-monitoring, periodic reports on continuing compliance, baseline monitoring reports and/or split sample verification, shall be certified by the ADEQ Laboratory Certification Program for the specific analysis being performed. The City reserves the right

to reject any analysis performed by an independent laboratory that is not duly certified for a particular analysis.

(K) *Sample collection.*

- (1) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- (2) Except as indicated in subsection (3) and (4), below, the user must collect wastewater samples using 24-hr flow-proportional composite collection techniques. In the event flow proportional sampling is infeasible, the City may authorize the use of time proportional sampling or a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
- (3) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.
- (4) For sampling required in support of baseline monitoring and 90-day compliance reports required in §§51.079(A) and (C), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the City may authorize a lower minimum. For the reports required by §51.079(D), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

(L) *Date of Receipt of Reports.* Written reports will be deemed to have been submitted on the date post-marked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(M) *Record keeping.* Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any

monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established under 51.075(D). Records shall include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the U.S. EPA, state, or City.

(Code 1991, §51.079; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §6, 4-7-98)

51.080 Compliance Monitoring

(A) *Right of entry; inspection and sampling.* The City shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article and any wastewater discharge permit or order issued hereunder. Users shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- (1) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the City will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (2) The City shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- (3) The City may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least annually by a certified technician to ensure their accuracy. Calibration records shall be made available to

the City upon request.

- (4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the City and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (3) Unreasonable delays in allowing the City access to the user's premises shall be a violation of this article.
- (B) *Search warrants.* If the City has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City may seek issuance of a search warrant from the city district court.

(Code 1991, §51.080)

51.081 Confidential Information

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the City's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the City, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

(Code 1991, §51.081)

51.082 Publication of Users in Significant Noncompliance

The City shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the City's WRRF, a list of the users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (C), (D) or (H) of this Section) and shall mean:

- (A) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined in 51.074;
- (B) Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 51.074 multiplied by the applicable criteria: 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH;
- (C) Any other violation of a pretreatment standard or requirement as defined by 51.074 (daily maximum, long term average, instantaneous limit, or narrative standard) that the City determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of city or WRRF personnel or the general public;
- (D) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge;
- (E) Failure to meet within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (F) Failure to provide within forty five (45) after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on

compliance with compliance schedules;

(G) Failure to accurately report noncompliance; or

(H) Any other violation(s), which may include a violation of Best Management Practices, which the City determines will adversely affect the operation or implementation of the local pretreatment program.

(Code 1991, §51.082; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §8, 4-7-98)

51.083 Administrative Enforcement Remedies

- (A) *Notice of violation.* When the City finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City shall serve upon such user either an informal warning or a written notice of violation. Within five business days of the receipt of the notice of violation, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the City. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing an informal warning or a notice of violation.
- (B) *Consent orders.* The City may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to §51.083(D) and §51.083(E) of this article and shall be judicially enforceable.
- (C) *Show cause hearing.* The City may order a user which has violated or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the City and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show

cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least five business days prior to the hearing. Such notice shall be served on a representative of the user who meets the criteria of an authorized signatory. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(D) *Compliance orders.* When the City finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance ordinances may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a national pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(E) *Cease and desist orders.* When the City finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the City may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (1) Immediately comply with all requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.
- (3) Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(F) *Administrative charges.*

- (1) When the City finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City may charge such user in an amount not to exceed one thousand dollars (\$1,000.00). Such fines shall be assessed on a per violation, per day basis. The City may add the costs of administrative enforcement actions, such as notices and orders, to the charge.
- (2) Users desiring to dispute such charges must file a written request with the City Clerk within ten (10) working days of being notified of the charge. The Sewer Committee shall convene a hearing on the matter. In the event the charge is upheld by the Sewer Committee, the City may also add the costs of the appeal, such as notices and orders, to the charge.
- (3) Issuance of an administrative charge shall not be a bar against, or a prerequisite for, taking any other action against the user.

(G) *Emergency suspensions.* The City may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The City may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the WRRF, or which presents or may present an endangerment to the environment.

- (1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including immediate severance of the sewer connection or water service, to prevent or minimize damage to the WRRF, its receiving stream, or endangerment to any individuals. The City may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings in §51.083(H) of this article are initiated against the user.

- (2) If necessary, severance of the sewer connection or water service may occur without notice.
- (3) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the City within five business days.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

- (H) *Termination of discharge.* Any user that violates the conditions in §51.078(F) of this article is subject to discharge termination. Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under §51.083(C) of this article why the proposed action should not be taken. Exercise of this option by the City shall not be a bar to, or a prerequisite for, taking any other action against the user.

(Code 1991, §51.083; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96)

51.084 Judicial Enforcement Remedies

- (A) *Injunctive relief.* When the City finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the City may petition the appropriate court through the City's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the user. The City may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(B) *Civil penalties.*

- (1) A user which has violated or continues to violate any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of \$1,000.00 per violation, per day. In the case of a

monthly or other long term average discharge limit, penalties shall accrue for each day during the period of violation.

- (2) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- (3) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(C) *Criminal penalties.*

- (1) A user who willfully or negligently violates any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) per violation, per day.
- (2) A user who willfully or negligently introduces any substance into the WRRF which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty not more than one thousand dollars (\$1,000.00) per violation, per day. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- (3) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine of not more than one thousand dollars (\$1,000.00) per violation, per day. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

- (D) *Cost recovery.* The City may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost

of any actual damages or fines incurred by the City.

- (E) *Remedies nonexclusive.* The remedies provided for in this article are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's Enforcement Response Plan within the City's Pretreatment Program. However, the City may take other action against any user, including but not limiting to, misdemeanor and felony fines and imprisonment when the circumstances warrant.

(Code 1991, §51.084; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96)

51.085 Affirmative Defenses to Discharge Violations

(A) *Upset.*

- (1) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (3) are met.
- (3) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and the user can identify the cause(s) of the upset;
 - (b) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (c) The user has submitted the following information to the City as soon as possible but no later than 24 hours after becoming aware of the upset. If this information is provided orally, a written submission must be provided within five

business days:

- (i) A description of the indirect discharge and cause of noncompliance;
- (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
- (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance; and
- (iv) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

- (4) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

- (5) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

- (B) *Prohibited discharge standards.* A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in §51.075(B)(1) of this article or the specific prohibitions in §51.075(B)(2)(c) through (r), except for §51.075(B)(2)(h), if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- (2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of

interference, was in compliance with applicable biosolids use or disposal requirements.

(C) *Bypass.*

(1) For the purposes of this section:

- (a) "Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.
- (b) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this section.

(3) Notice.

- (a) If a user knows in advance of the need for a bypass, it shall submit prior notice to the City, at least ten business days before the date of the bypass, if possible.
- (b) A user shall submit oral notice to the City of an unanticipated bypass that exceeds applicable pretreatment standards as soon as possible but no later than 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five business days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The City may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

(4) Bypass Prohibited; Exceptions.

- (a) Bypass is prohibited, and the City may take an enforcement action against a user for a bypass, unless:
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (iii) The user submitted notices as required under paragraph (3) of this section.
- (b) The City may approve an anticipated bypass, after considering its adverse effects, if the City determines that it will meet the three conditions listed in paragraph (4)(a) of this section.

(Code 1991, §51.085; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §7, 4-7-98)

51.086 Miscellaneous Provisions

- (A) *Pretreatment charges and fees.* The City may adopt reasonable fees for reimbursement of the costs of development and administration of the City's pretreatment program which may include:
 - (1) Fees for wastewater discharge permit applications including the cost of processing such applications;
 - (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
 - (3) Fees for reviewing and responding to accidental discharge procedures and construction;
 - (4) Fees for filing appeals; and

- (5) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties, chargeable by the City.
- (B) *Severability*. If any provision of this article is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.
- (C) *Conflicts*. All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this article, are hereby repealed to the extent of the inconsistency or conflict.

(Code 1991, §51.086; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96)

51.087 Surcharge

- (A) Any significant industrial user generating discharge which exhibits none of the characteristics of wastes prohibited in §51.075 but which has an average concentration of surcharge parameters in 51.137(E) in excess of the allowed strengths in 51.137(E) during a 24-hour period, may be required to obtain a discharge permit. Such discharge may, however, be accepted by the WRRF for treatment in accordance with Extra Strength Surcharge requirements in 51.137(E).
- (B) The City reserves the right to review and approve any waters or industrial waste entering the city's sewer system or proposed to be discharged into the system having an average daily flow greater than 10% of the design flow capacity of the plant which will treat the waste. In the event the city's measurement discloses such flow in excess of such capacity, the city shall be under no obligation to receive such flow in excess of 10% of designed capacity and the city's published rate shall not apply to such excess. An owner affected hereby shall be promptly notified of such determination by the City. A special contract, at the city's option, may be made with the user to accommodate such excess flow.

(Code 1991, §51.087)

51.088-51.109 Reserved

51.137 Monthly Sewer Rates

(A) Monthly sewer rates.

(1) All monthly sewer charges shall be calculated from the customer's monthly water usage. The following monthly rates are hereby fixed as rates to be charged for sewer services:

Table D-1 Monthly Sewer Rates Per 1,000 Gallons Before January 1, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.10
	Greater than 2,000 gallons	3.10
Non-Residential	All Usage	2.42
Major Industrial	All Usage	2.42
Farmington	All Usage	4.66
Outside city	All Usage	4.66
Elkins	85% of metered water usage	2.81
	Usage above 85% of metered water usage	1.98

Table D-2 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2008		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.00
	Greater than 2,000 gallons	4.00
Non-Residential	All Usage	3.02
Major Industrial	All Usage	3.03
Farmington	All Usage	5.13
Outside city	All Usage	5.57
Elkins	85% of metered water usage	3.53
	Usage above 85% of metered water usage	1.85

Table D-3 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2009		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.07
	Greater than 2,000 gallons	4.10
Non-Residential	All Usage	3.10
Major Industrial	All Usage	3.21
Farmington	All Usage	5.28
Outside city	All Usage	5.74
Elkins	85% of metered water usage	3.64
	Usage above 85% of metered water usage	1.91

Table D-4 Monthly Sewer Rates Per 1,000 Gallons After December 31, 2010		
Class	Usage Rate (In Gallons)	Cost per 1,000 gallons
Residential	First 2,000 gallons	\$3.14
	Greater than 2,000 gallons	4.18
Non-Residential	All Usage	3.18
Major Industrial	All Usage	3.40
Farmington	All Usage	5.44
Outside city	All Usage	5.91
Elkins	85% of metered water usage	3.75
	Usage above 85% of metered water usage	1.96

- (2) Beginning January 1, 2012, all monthly sewer quantity charge- usage rates per 1,000 gallons shall be increased by 3% per year.
- (3) Sewer related fees levied by the Cities of Farmington or Greenland shall be added to the wastewater utility bill at the request of Farmington or Greenland. These fees may be calculated on a per-thousand volumetric usage or a per month basis.

(B) Monthly sewer service charge.

- (1) In addition to the above, each customer shall pay a monthly sewer service charge in accordance with the following schedule:

Table E-1 Monthly Sewer Service Charge Prior to January 1, 2009			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4 "	\$ 10.36	\$ 10.35	\$ 10.35
1 inch	13.47	19.35	19.35
1½ inch	21.99	34.33	34.33
2 inch	31.44	49.32	49.32
3 inch	73.01	104.40	104.40
4 inch	120.26	171.97	171.97
6 inch	238.37	340.87	340.87
8 inch	356.48	509.76	509.76

Table E-2 Monthly Sewer Service Charge After December 31, 2008			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 12.45	\$ 12.40	\$ 11.40
1 inch	16.20	23.10	21.30
1½ inch	26.45	41.10	37.80
2 inch	37.80	54.30	50.00
3 inch	87.75	125.50	115.30
4 inch	144.50	206.60	189.85
6 inch	286.45	409.60	376.40
8 inch	428.40	612.60	563.00

Table E-3 Monthly Sewer Service Charge After December 31, 2009			
Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4 "	\$ 12.80	\$ 12.80	\$ 11.70
1 inch	16.65	23.80	21.90
1½ inch	27.15	42.30	38.90
2 inch	38.85	55.90	51.50
3 inch	90.20	129.25	118.75
4 inch	148.60	212.80	195.55
6 inch	294.50	421.88	387.70
8 inch	440.45	631.00	579.90

Table E-4 Monthly Sewer Service Charge After December 31, 2010			
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Meter Size	Inside City	Outside City†	Farmington†
5/8" x 3/4"	\$ 13.20	\$ 13.20	\$ 12.10
1 inch	17.15	24.50	22.60
1½ inch	28.00	43.60	40.10
2 inch	40.05	57.60	53.05
3 inch	93.00	133.10	122.30
4 inch	153.25	219.20	201.50
6 inch	303.70	434.50	400.00
8 inch	454.20	650.00	597.30

†Cost of Service Methodology required by contract.

- (2) Beginning January 1, 2012, all monthly sewer service charges shall be increased by 3% per year.
- (C) *Determination of sewer quantity charge for residential customers.*

- (1) In the case of residential customers residing in a single family home, duplex, triplex, and/or fourplex, the average monthly water consumption for the preceding months of December, January, and February shall be computed separately for each customer, and a uniform monthly charge for each customer shall be determined by applying the schedule of rates set out in subsection (A) of this section to such average monthly water consumption. In the case of a residential user for whom a uniform monthly charge has been established and who moves to a new location the same uniform monthly charge shall apply at the new location. In the case of new residential customers, sewer averages shall be established based on the number of individuals residing within the dwelling unit, at a rate of 2,100 gallons per customer per month. This methodology of sewer averaging shall not apply to multi-family structures containing five (5) or more units in a contiguous building.

- (2) In the case of sewer customers who do not have a water meter provided by a public water utility, the sewer usage volume billed shall be the average volume of all users in the sewer system in like dwellings from the most recent system-wide sewer average calculation.

- (D) *Determination of charge for non-residential and major industrial customers.* In the case of non-residential and/or major industrial customers, the monthly sewer charge shall be determined by applying the schedule of rates prescribed in subsection (A) of this section to the monthly water

usage of such customers. In the event that a non-residential or major industrial customer discharging waste into the city's sanitary sewer system produces evidence to the Water and Wastewater Director demonstrating that a substantial portion of the total amount of water from all sources used for all purposes does not reach the sanitary sewer which is in excess of the factors used in establishing the rates in subsection (A) of this section, an estimated percentage of total water consumption to be used in computing charges may be established by the Water and Wastewater Director. The factors used in establishing said rates are on file in the office of the Water and Wastewater Director and are incorporated herein by reference thereto. Any rate so adjusted by the Water and Wastewater Director shall be effective for a 12-month period beginning with the billing for the month when rates adjudged hereby go into effect.

(E) *Extra Strength Surcharge.*

- (1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the City shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges	
	After 12/1/2011
Extra Strength BOD ₅	\$0.3145 per pound
Extra Strength TSS	\$0.2209 per pound

- (2) Starting after December 31, 2011, Extra Strength Surcharges shall be increased by 3% per year.
- (3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.
- (5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating

that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

- (6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

- (7) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

$$S = V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (TSS - 300)}]$$

(b) Where:

S	=	Surcharge in dollars
V	=	Sewer volume in million gallons
8.34	=	Pounds per gallon of water
BOD Unit Charge	=	Unit charge for BOD in dollars per pound
BOD	=	BOD strength in parts per million
300	=	Allowed BOD strength in parts per million
TSS Unit	=	Unit charge for suspended

Charge		solids in dollars per pound
TSS	=	Suspended solids strength in parts per million
300	=	Allowed TSS Strength in parts per million

(F) *Elkins sewer charges.*

- (1) Elkins' payment for wastewater treatment shall be based on 85% of the metered water purchased. The volume of wastewater received by Fayetteville at the "Point of Connection" shall be measured by the installed wastewater meter. Volumes of wastewater below or above the agreed upon percentage (85%) of metered water, as measured by the wastewater meter, shall be recorded on a monthly basis, with a reconciliation of the net difference to occur semiannually in June and December. If the reconciliation volume is over the agreed upon percentage, this amount shall be billed to Elkins in June and December at the actual computed cost of wastewater collection to and treatment at the Noland Wastewater Treatment Plant, not including the calculated rate of return and not including depreciation charges, but including any capacity surcharge, based on the most recent rate as determined in paragraph B of this Contract. If the reconciliation volume is below the agreed upon percentage, the actual amount billed for the difference shall be refunded to Elkins in June and December.
- (2) Elkins impact fee charges. The City of Elkins shall pay an additional \$0.25 per 1,000 gallons of wastewater, for all wastewater volume charges including both the 85% of metered water volume and for wastewater in excess of the 85% of the metered water purchased billed volume.

(G) *Hauled Wastewater Fees.*

- (1) Application fee. An application to discharge hauled domestic waste must be accompanied by a fee of \$100.00.
- (2) Discharge fee. A fee of \$50.00 must be paid for each hauled domestic waste load discharged.

(H) *Industrial Wastewater Discharge Permit Fee.*

- (1) Application fee. An application for an industrial wastewater discharge permit must be accompanied by a fee of \$500.00.

(Code 1965, §21-26; Ord. No. 1165, 4-18-58; Ord. No. 3197,

7-1-86; Ord. No. 3285, 8-4-87; Ord. No. 3398, 1-3-89; Ord. No. 3491, 7-17-90; Ord. No. 3637, §§1, 2, 8-18-92; Ord. No. 4059, §2, 10-7-97; Code 1991, §51.137; Ord. No. 4530, 12-02-03; Ord. No. 4803, 12-20-05; Ord. 4998, 4-3-07; Ord. 5129, 4-15-08; Ord. 5438, 9-20-11)

51.138 Definitions Pertaining to Water and Sewer Rates

For the purpose of the sections pertaining to water and sewer rates, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (A) *City of Farmington customer.* Customer whose structure being served for water and/or wastewater is physically located within the incorporated limits of the City of Farmington, Arkansas, who is served by the City of Fayetteville for water and/or sewer service.
- (B) *Inside City customer.* Customer whose structure being served for water and/or wastewater is physically located inside the incorporated limits of the City of Fayetteville, AR.
- (C) *Infiltration/inflow.* The total quantity of water other than wastewater from both infiltration and inflow without distinguishing the source from defective pipes, pipe joints, connections, manholes, roof down spouts, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, storm sewer cross connections, catch basins, cooling towers, storm waters, surface runoffs, street wash water, or drainage. Infiltration and Inflow are specifically prohibited from being intentionally allowed into the sanitary sewer system.
- (D) *Irrigation users.* Irrigation users include meters installed which serve primarily landscape irrigation systems and include city-owned meters which directly connect to the city water system (water only) or privately owned meters located downstream of a city-owned meter (exempt meters). Meters which serve park properties, golf courses, commercial nurseries and/or land agricultural uses shall be classified as irrigation except for meters at these locations which serve exclusively non-irrigation uses. Exempt meters which serve uses other than landscape irrigation systems shall also be considered irrigation and shall not be considered commercial.
- (E) *Major industrial user.* An industrial customer who uses an average of 5,000,000 gallons or more of metered water per month in the previous calendar year for non-irrigation use at a common facility/building. This does not apply to combined or consolidated sets of bills for non-irrigation use

at separate facilities/buildings.

- (F) *Municipality.* A city, town, county, parish, district, association, or other public body (including an inter-municipal agency of two or more of the foregoing entities) created under state law having jurisdiction over disposal of sewage, industrial waste or other waste. The definition includes special districts such as water, sewer, sanitary, utility, drainage, transport, or disposal of liquid waste of the general public in a particular geographic area.
- (G) *Non-residential customer or user.* All customers that do not meet the specific definitions of residential customers, irrigation users, or major industrial users. Non-residential customers include but are not limited to retail establishments, restaurants, office buildings, laundries, governmental, educational, social, charitable, religious, medical, penal institutions, poultry houses, other private business and service establishments. It also includes industrial users using less than an average of 5,000,000 gallons per month in the previous calendar year.
- (H) *Operation and maintenance.* Those functions that result in expenditures during the useful life of the treatment works for materials, labor, utilities, and other items which are necessary for managing and for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
- (I) *Replacement.* Expenditures for obtaining and installing components, equipment and appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.
- (J) *Residential customer or user.* Any contributor of wastewater to the city's treatment works whose dwelling in a single family home, duplex, triplex, fourplex and/or any individually metered dwelling unit that is used for domestic dwelling purposes only.
- (K) *Treatment works.* Any devices and systems for the storage, treatment, recycling, and reclamation of municipal sewage, domestic sewage, or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and their appurtenances; extensions improvement; remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate

disposal of residues resulting from such treatment (including land for composting biosolids, temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

- (L) *Useful life.* The estimated period during which a treatment works will be operated.
- (M) *User charge.* That portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.
- (N) *Water meter.* A water volume measuring and recording device, furnished and installed by the water department of the city. In some bulk water cases, primarily for construction uses where a standard water meter cannot be used due to large volume or water velocity requirements, the water shall be measured using a pitot gauge and a timer.

(Code 1965, §21-26.1; Ord. No. 1760, 9-9-70; Ord. No. 2913, 4-19-83; Ord. No. 2972, 1-17-84; Ord. No. 3197, 7-1-86; Ord. No. 3491, 7-17-90; Ord. No. 3637, §3, 8-18-92; Ord. No. 4059, §3, 10-7-97; Code 1991, §51.138; Ord. 5124, 4-1-08)

51.139 Reviews of Water and Sewer Rates, Notification to User

- (A) *Periodic review by city; revision of rates.* The city shall review the charges periodically and revise the rates as necessary to ensure that adequate revenues are generated to pay the cost of operation, maintenance, and replacement, and that the system continues to provide for the proportional distribution of operation, maintenance, and replacement costs among users and user classes.
- (B) *Notification of user.* The city shall notify each user at least annually, in conjunction with a regular bill, of the rates being charged for operation, maintenance and replacement of the wastewater treatment works.

(Code 1965, §21-27; Ord. No. 1103, 2-20-56; Code 1991, §51.139; Ord. 5125, 4-1-08)

State law reference(s)--Cities of the first class - Sale or purchases of water to other municipalities, A.C.A. §14-234-108; Cities of the first class - Sale of water to certain persons; A.C.A. §14-234-109; Waterworks operated in governmental

capacity - Services to nonresident consumers, A.C.A. §14-234-110; Service to adjacent areas-Municipalities generally, A.C.A. §14-234-111.

51.140 Water Billing Procedure

(A) *Water service bills.* All bills for water services shall be rendered in the net amount due. Water bills are due and payable on or before the 20th day following the billing date stated on the water bill. Water bills not paid on or before the due date shall be considered delinquent and an additional charge of 10% of the total bill shall be paid; provided said penalty may be waived for elderly or handicapped utility customers pursuant to a penalty waiver program approved by the City Council.

(B) *Termination of service.* The city shall disconnect utility service in accordance with the following policies:

(1) When it becomes necessary for the city to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid and deposit required has been made. It is the policy of the city to terminate service to customers for reason of nonpayment of bills only after they have been given notice and a meaningful opportunity to be heard on disputed bills. The city's form for application for utility service and all bills shall contain, in addition to the title, address, room number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

- (a) That all bills are due and payable on or before the date set forth on the bill; and
- (b) That if any bill is not paid by or before that date, notice will be mailed advising the customer that if the bill is not paid within 28 days following the billing date stated on the water bill service will be disconnected, and the customer's deposit will be forfeited in an amount sufficient to cover the gross amount of his due bill. The forfeiture of the deposit shall take place if the customer has not paid the delinquent bill plus all applicable service charges within seven days after disconnection; and
- (c) That any customer disputing the correctness of his bill shall have a right to a hearing at which time he may be represented in person and by counsel or any other person of his choosing and may present orally or in writing his complaint and contentions to the city official in

charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.

(2) Requests for delays or waiver of payment will not be entertained; only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided herein, service will be discontinued at the time specified.

(3) Before service may be re-established following disconnection or forfeiture of a service deposit, the consumer must pay any bill due the city for water service not liquidated by the forfeited deposit. Said consumer must also make a new service deposit in accordance with §51.135(l) and pay an additional service charge of \$35.00.

(4) Definition of 'customer'

(a) For purposes of this section a 'customer' shall mean a person or the spouse of the person in whose name water service from the City of Fayetteville has been obtained. A 'customer' shall also mean the trustee or any beneficiary of a trust which is the owner of any property which has received water service from the City of Fayetteville. Furthermore, a person who is a member of a Limited Liability Company, partnership, or similar entity which received water service in the entity's name or a principal shareholder or director of a corporation which has received water service shall be considered a 'customer'.

(b) Unless the mayor determines it would be unfair and create an undue hardship on any such customer or other person, the failure of such customer to fully pay the customer's city utility bill for any city utility account shall justify the discontinuance of utility service to all of the customer's properties and accounts. The mayor may exempt from discontinuance of service a particular customer's utility account to prevent unfairness and undue hardship.

(5) If the water meter has not been shut off, there shall be a service charge of \$5.00 for collection of a water bill made in the field by a service person.

(C) *Billing adjustments.* All water consumers will be required to pay the full amount of the bill calculated by the city, except in those instances where the water meter concerned, or other water plant property, has been shown to be defective and has resulted in an excessive charge to the customer's account.

- (1) Where the consumer has not been negligent by his failure to repair known leaks or causes of excess water consumption, an adjustment may be made to the consumer's bill if in the opinion of the water and wastewater director, or his official representative, an adjustment is justified.
- (2) In no event shall a billing adjustment exceed 50% of the difference between the average of the customer's prior billings and the amount of the disputed billing.
- (3) In no event will a billing adjustment amounting to less than \$1.00 be made.
- (4) If the problem with the bill is due to leakage or some problem other than a misread or a malfunction of city equipment, the consumer shall pay a service charge of \$5.00.
- (5) Permanent house numbers, visible from the street, if possible shall be prominently displayed before a meter check or service call is made.

(Code 1965, §21-28--21-28.2; Ord. No. 1165, 4-18-58; Ord. No. 1731, 2-2-70; Ord. No. 2144, 9-25-75; Ord. No. 2330, 5-3-77; Ord. No. 2675, 11-4-80; Ord. No. 3193, 6-18-86; Ord. No. 3436, 7-5-89; Ord. No. 4223, 2-15-00; Code 1991, §51.140; Ord. 5219, 2-3-09)

51.141 Sewer Billing Procedure

- (A) Bills for sewer service shall be rendered monthly. Sewer bills are due and payable on or before the 20th day following the billing date stated on the sewer bills. Sewer bills not paid on or before the due date shall be considered delinquent and an additional charge of 10% of the total bill shall be added, and if any bill not paid within 30 days after the bill shall be due, suit may be brought to collect the amount due, together with the expenses of collection and a reasonable attorney's fee.
- (B) In the case of the sewer customers outside the city limits, if the monthly service charges are not paid within the prescribed time, sewer service to the customer will be discontinued in the same manner and subject to the same provisions as prescribed for discontinuance of service under §51.140(B).

(Code 1991, §51.141)

51.142 Reduction Of Rates

The city hereby covenants and agrees that the rates established by this article shall never be reduced while any waterworks and sewer revenue bonds issued pursuant to Ordinance No. 1166, passed and approved April 18, 1958, are outstanding, unless there is obtained from an independent certified public accountant a certificate that the net revenues of the system for each of the two preceding fiscal years (net revenues being defined as gross revenues less the reasonable expenses of operation and maintenance of the system, including all expense items properly attributable to operation and maintenance under generally accepted accounting practices applicable to municipal waterworks and sewer systems) were equal to the amount required to be set aside for a depreciation fund by Ordinance No. 1166, plus at least 150% of the maximum amount that will become due in any year for principal, interest, and service charges on all waterworks and sewer revenue bonds then outstanding, together with a written opinion from such independent certified public accountant that the proposed new rate will produce sufficient net revenue, as above defined, to make the required deposit into such depreciation fund and to leave a balance equal to at least 150% of the maximum amount that will become due in any year for principal, interest and service charges on all waterworks and sewer revenue bonds then outstanding.

(Code 1965, §21-30; Ord. No. 1165, 4-18-58; Code 1991, §51.142)

51.143 Turning-On Of Water; Fees

- (A) All consumer requests for same day turn on service shall pay a \$15.00 turn on fee in advance.
- (B) Before water service shall be turned on, permanent house numbers visible from the street, if possible, must be prominently displayed on the property. In the event water service cannot be turned on because the house numbers have not been prominently displayed or are inaccurate, the customer shall pay a \$15.00 service charge for each trip to the property made by a service person for the purpose of turning on the water; provided there shall be no charge for the first two trips. For existing water services which do not have permanent house numbers prominently displayed on the property, the consumer shall be given written notice by certified mail that if his permanent house numbers are not prominently displayed within seven days from the date of the notice, water service shall be disconnected and shall not be reconnected until a \$15.00 service charge is paid.

- (C) In the event water service cannot be left on because of water running on the customer's side of the meter, a notice shall be left on the property stating that the water was left off because of the running water. In the event the service person is required to make more than one additional trip to turn on the water, or if the trip is made after normal working hours as defined in §51.140(B)(2) there shall be an additional service charge of \$10.00 per trip.

(Code 1965, §§21-31--21-33; Ord. No. 2144, 9-2-75; Ord. No. 2675, 11-4-80; Code 1991, §51.143)

51.144 Filling Water Tanks On Commercial Trucks; Rates

- (A) Water rates for consumers that purchase water for the purpose of filling water tanks on commercial trucks shall be as follows:

Table I Water Rates for Commercial Water Trucks	
Volume	Rate
First 1,000 gallons	A minimum of \$9.00 (\$5.00 labor plus \$4.00 water/tax).
Greater than 1,000 gallons	\$4.00 per 1,000 gallons

- (B) Rates are charged on a per-trip basis. The initial labor charge shall be paid upon each arrival at the fill site.

(Ord. No. 3478, 4-3-90; Ord. No. 3491, 7-17-90; Ord. No. 4059, §4, 10-7-97; Code 1991, §51.144; Ord. 5126, 4-1-08)

51.145 Address Number Requirements

- (A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) *Permanent numbers.* Address numbers that are raised numbers, made of metal, wood, or plastic and are nailed or screwed into the building. These numbers are those assigned to the building by the city.
- (2) *Stick-on numbers.* Address numbers that have an adhesive backing that are designed, or were originally designed, to stick onto the building.
- (3) *Temporary numbers.* Address numbers that are raised numbers, made of metal, wood, or plastic and are nailed or screwed onto a board, and staked into the ground and rise from three

to four feet above the ground. Temporary numbers may also be painted onto a board and staked into the ground.

- (B) *Permanent address numbers required.*

- (1) Permanent numbers must be nailed or screwed into the building and must be clearly visible from the street.
- (2) All numbers shall be installed at the expense of the owner and shall be maintained at the owner's expense.
- (3) No "stick-on" numbers shall be accepted.
- (4) All numbers must be made of metal, plastic, or wood.
- (5) All numbers must be at least 3: inches in height.
- (6) All numbers must be contrasting in color to the building.
- (7) Numbers must be displayed on the front of the building, or on the side that faces the street and easily visible from the street.
- (8) Commercial establishments must have permanent numbers nailed or screwed into the building. Commercial establishments with glass fronts may have painted numbers on the glass, but only if there is nowhere possible to nail or screw permanent numbers into the building.
- (9) Commercial establishments that have individual suites must have permanent numbers on the building (building number) and also permanent numbers on each suite (suite number).
- (10) Mobile homes must have permanent address numbers nailed or screwed into the trailer. The numbers must be affixed to the side or end of the trailer that faces the street.
- (11) Mobile home parks must have the park address number displayed at the entrance to the park (may have permanent numbers or painted numbers affixed to park entrance sign), and must also have permanent, individual space numbers affixed to each mobile home.
- (12) Apartment buildings must have the building number permanently affixed to each building, and must also have individual apartment numbers permanently affixed to each

apartment.

- (13) Buildings not visible from the street must have permanent numbers nailed or screwed into a board and posted at the entrance of the driveway (either on a post or on a tree); numbers must raise from three to four feet above the ground, and be clearly visible from the street. If two or more buildings are on the same drive, permanent numbers must also be nailed or screwed into each individual building, as well as both numbers posted at the entrance of the driveway.

- (14) Construction sites, where the building is not complete enough to affix permanent address numbers, must display temporary numbers at the construction site where they are clearly visible from the street.

- (15) Locations where there is a water meter for purposes of irrigating, watering stock, chicken houses, and the like where there is no building to affix numbers, must be permanently nailed or screwed onto a board and posted at the entrance of the driveway; numbers must rise from three to four feet above the ground, and be clearly visible from the street. If there is no driveway to the property, the board must be posted near the water meter box.

Any variations from this policy must have the prior written consent of the water and sewer services superintendent.

(C) *Service requests.*

- (1) Permanent numbers must be displayed before any service calls will be made by the city.
- (2) Permanent numbers must be displayed before a meter check or billing adjustment is made by the Water and Sewer Division.
- (3) Permanent numbers must be displayed before water service is turned on at the address.
- (4) In the event a service call is made and the address number is not displayed in the above manner, the property owner shall be assessed a fee of \$15.00 for each trip to the property made by a service person provided there shall be no charge for the first two trips. There shall be a \$25.00 fee assessed for any service calls made after normal working hours (weekdays between 4:00 p.m. and 8:00 a.m., on holidays, or on weekends).
- (5) For existing water services which do not have permanent numbers prominently displayed,

the consumer shall be given written notice by certified mail that if his permanent numbers are not prominently displayed within 21 days from the date of the notice, water service shall be disconnected and shall not be reconnected until permanent numbers have been properly displayed and a \$15.00 service charge is paid.

(Ord. No. 3569, 10-1-91; Code 1991, §51.145)

51.146 Backflow Prevention

(A) *Purpose.* The purpose of this section is as follows:

- (1) To protect the public water supply of the city from the possibility of contamination or pollution from backflow into the public water system.
- (2) To promote the elimination or control of cross connections, actual or potential, between the customer's potable water system(s) and nonpotable water systems, plumbing fixtures, and industrial piping systems.
- (3) To contain at the service connection any actual or potential pollution or contamination within the customer's premises.
- (4) To provide a continuous, systematic, and effective program of cross-connection control.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) *Backflow* shall mean a hydraulic condition, caused by a difference in pressures, in which non-potable water or other fluids flow into a potable water system.
- (2) *Backflow preventer* shall mean a testable assembly to prevent backflow.
- (3) *Cross connection* means any actual or potential connection between the public water system and a source of contamination or pollution.
- (4) *Double-check valve assembly (DC)* means a complete assembly meeting AWWA Standard C510 and the requirements of the *Arkansas State Plumbing Code* consisting of two internally loaded, independently operating check valves between two tightly closing resilient-seated shutoff valves, with four properly placed resilient seated test cocks.
- (5) *Reduced-pressure principle backflow*

prevention assembly (RP) means a complete assembly meeting AWWA Standard C511 and the requirements of the *Arkansas State Plumbing Code* consisting of a hydraulically operating, mechanically independent differential relief valve located between two independently operating, internally loaded check valves that are located between two tightly closing resilient seated shutoff valves with four properly placed resilient-seated test cocks.

- (6) *Air gap (AG)* means a physical separation between two piping systems.

(C) *Handbook of Policies and Procedures.* There is hereby adopted by the City Council, by reference thereto, the provisions set forth in the *City of Fayetteville Cross-Connection Control Program: Handbook of Policies and Procedures*, as may from time to time hereafter be amended.

(D) *Applicability.*

- (1) The requirements and standards set forth herein shall apply to industrial and commercial establishments.
- (2) Single-family, residential dwelling units, unless involved in commercial operations, are exempt from the requirements of this section except where they fall under the purview of the *Arkansas State Plumbing Code* and/or the *City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures*.
- (3) These standards are supplemental to and do not supersede or modify the *Arkansas State Plumbing Code* (ASPC) and its latest revisions under which the city operates.

(E) *Administration.* The Water and Sewer Division of the city shall be responsible for administration of this section and evaluating the hazards inherent in supplying a customer's water system.

(F) *Backflow prevention.*

- (1) *Evaluation of hazards.* The Water and Sewer Division shall determine whether solid, liquid, or gaseous pollutants or contaminants are, or may be, handled and/or used on the customer's premises in such a manner as to possibly contaminate the public water system.
- (2) *Customer installation of BFP.* When a hazard or potential hazard to the public water system is found on the customer's premises, the customer shall be required to install an

approved backflow prevention assembly (BFP), or an air gap, at each public water service connection to the premises.

(3) *Type of BFP.*

- (a) The type of BFP required shall depend on the degree of hazard involved.
- (b) Any backflow prevention assembly required herein shall be an approved type which is in compliance with requirements of the *City of Fayetteville's Cross-Connection Control Program: Handbook of Policies and Procedures*.

(4) *Degree of hazard.* The degree of hazard shall be as determined as set forth in AWWA M-14 manual or as described below:

- (a) In the case of any premises where there is an auxiliary water supply connected to the plumbing system, the public water system shall be protected from the possibility of backflow by a reduced-pressure principle backflow prevention assembly (RP) at the service connection.
- (b) In the case of any premises where substances are handled and/or used that are objectionable, but not hazardous to human health, and the likelihood exists of it being introduced into the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or approved double check valve assembly (DC).
- (c) In the case of any premises where there is any material hazardous to human health, which is handled and/or used in such a fashion as to create an actual or potential threat to the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or an approved reduced - pressure principle backflow prevention assembly (RP).
- (d) In the case of any premises where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection.
- (e) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is

impossible or impractical to make a complete cross-connection survey, the public water system shall be protected by the installation of an approved reduced-pressure principle backflow prevention assembly (RP) or an air gap at the service connection.

(G) *Noncompliance/emergencies.*

(1) *Violation/notice.* Upon discovery of any protective device required by this section which has not been installed, or is defective, or has been removed, or altered, or relocated, or bypassed, (except emergency situations), written notice shall be given to the customer. Such notice shall set forth the violation, the remedy required, and the time frame in which the violation shall be remedied.

(2) *Water service discontinued.*

(a) If violations are not corrected by the date and time as stated on the notice, the water supply will be discontinued by the Water and Sewer Division.

(b) Discontinued water service shall not be resumed until conditions at the customer's premises have been abated or corrected to the satisfaction of the Water and Sewer Division.

(3) *No water service connection.* No water service connection shall be installed on the premises of any customer unless the public potable water system is protected as required by this section.

(4) *Emergency.* In emergency situations when the public potable water supply is being contaminated or is in immediate danger of contamination, the water service shall be discontinued by the water and sewer division immediately without notice.

(H) *Right of entry.* For the purpose of making any inspections or discharging the duties imposed by this section, the Water and Sewer Division of the city, the state health department, and/or plumbing inspector shall have the right to enter upon the premises of any customer. Each customer, as a condition of the continued delivery to his premises of water from the public water supply, shall be considered as having stated his consent to the entry upon his premises by the Water and Sewer Division of the city, the state health department, and/or plumbing inspector for the purpose stated herein.

(I) *Ownership.* Backflow prevention assemblies required by this section will be installed downstream of the water meter and are owned by, and are the responsibility of the customer of the water utility.

(J) *Installation and costs.* Customers of the city water utility requiring backflow prevention assemblies shall pay all costs associated with installation of the appropriate size and type of backflow preventer under private contract. Backflow prevention assemblies shall be installed in accordance with the requirements of the city's *Cross-Connection Control Program: Handbook of Policies and Procedures*. The Water and Sewer Division shall review and approve all plans for placement of backflow preventers prior to installation. Backflow prevention assemblies not installed in accordance with the requirements of the city's *Cross-Connection Control Program: Handbook of Policies and Procedures* shall be corrected at the customer's expense.

(K) *Testing and maintenance.* The customer or the contractor responsible for the installation of the backflow prevention assembly will notify the Water and Sewer Division immediately after installation of the assembly so that it can be tested and inspected. The Water and Sewer Division will inspect and test the backflow prevention assembly within ten days of the installation date and annually thereafter. In instances where the Water and Sewer Division, the City of Fayetteville, and/or the plumbing inspector deems the hazard to be great enough, testing may be required at more frequent intervals. All costs of testing shall be paid by the customer. Any repairs required as a result of inspections or testing shall be arranged for and paid by the customer through private contract with a certified assembly repair technician. Records of inspections, testing, and/or repairs to backflow preventers shall be kept by the Water and Sewer Division and/or the city and made available to the state health department upon request.

(L) *New construction.* All new construction within the city be effected upon the passage of this section. All existing customer premises shall be in compliance with this section in accordance with the notification by the water utility.

(M) *Thermal expansion.* It is the responsibility of the customer to eliminate possible hazards caused by thermal expansion if a closed system has been created by the installation of a backflow assembly.

(Ord. No. 4140, §1, 2-2-99; Code 1991, §51.146)

51.147-51.998 Reserved

51.999 Penalty

- (A) The use or withdrawal of water by any person when prohibited under the terms of §51.001 is declared to be a misdemeanor punishable by a fine of not more than \$25.00; however, if the violation of said sections is continuous in respect to time, the penalty for the continuation thereof shall not exceed \$15.00 for each day that the same is continued.
- (B) It is hereby declared to be a misdemeanor for any person to fail, neglect, or refuse to connect to a city sewer line within the time prescribed by §51.110. Said misdemeanor shall be punishable by a fine in the amount of \$25.00 for the first offense, and shall be punishable by a fine of \$15.00 for each day that such violation continues.
- (C) Any user who is found to have violated an order of the City Council under this chapter (except as set forth in (A) or (B) above), or who violates or knowingly fails to comply with any provision of this chapter or the orders, rules, regulations, and/or permits issued hereunder, shall, upon conviction, be fined as set forth in §10.99 for such offense. Each day on which a violation shall occur or continue shall be deemed a separate or distinct offense. In addition to the penalties provided herein, the city may recover the expenses of litigation by appropriate suit at law against the person found to have violated this chapter or the orders, rules, regulations, and permits issued hereunder.
- (D) Any person who knowingly makes any false statements, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this chapter, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter, shall, upon conviction, be punished by a fine as set forth in §10.99.

(Code 1965, §§21-1.9, 21-5.1(c), 21-144; Ord. No. 1742, 6-1-70; Ord. No. 1757, 8-17-70; Ord. No. 2095, 4-1-75; Ord. No. 3250, 3-17-87; Code 1991, §51.999)

State law reference(s)—Powers of authority generally, A.C.A. §14-143-109.

ARTICLE III DISCHARGE AND PRETREATMENT REGULATIONS

51.070 Purpose

This article sets forth standards and requirements for users of the Water Resource Recovery Facility (WRRF) for the City of Fayetteville and enables the city to comply with all applicable federal and state laws, including Clean Water Act (33 U.S.C. §1251 et seq.) and the General Pretreatment Regulations (40 CFR 403). The objectives of this article are:

- (A) To prevent the introduction of pollutants into the WRRF that will interfere with its operation or contaminate its resulting biosolids;
- (B) To prevent the introduction of pollutants into the WRRF which will pass through the WRRF, inadequately treated, into receiving waters or otherwise be incompatible with the WRRF;
- (C) To protect both WRRF personnel who may be affected by wastewater and biosolids in the course of their employment and the general public;
- (D) To improve opportunities for reuse and recycling of wastewater and biosolids from the WRRF;
- (E) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the WRRF;
- (F) To enable the city to comply with its National Pollutant Discharge Elimination System permit conditions, biosolids use and disposal requirements, and any other federal or state laws to which the WRRF is subject; and
- (G) To provide for penalties for violations of the regulations established herein.
- (H) To encourage pollution prevention through waste minimization, source reduction, reuse practices, recycling, and water and energy conservation.

This article authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(Ord. No. 3965, 5-7-96; Ord. No. 4088, §1, 4-7-98; Code 1991, §51.070)

51.071 Applicability

This article shall apply to all users of the WRRF.

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, 4-7-98; Code 1991, §51.071)

51.072 Administration

Except as otherwise provided herein, the City, as defined in this article, shall administer, implement, and enforce the provisions of this article. Any powers granted to or duties imposed upon the City may be delegated by the City to his/her authorized representative.

(Code 1991, §51.072)

51.073 Abbreviations

The following abbreviations shall have the designated meanings:

See table.

BOD	Biochemical oxygen demand
BMP	Best Management Practice
CFR	<i>Code of Federal Regulations</i>
CIU	Categorical Industrial User
EPA	U.S. Environmental Protection Agency
gpd	gallons per day
NPDES	National Pollutant Discharge Elimination System
NAICS	North American Industrial Classification System
RCRA	Resource Conservation and Recovery Act
TSS	Total suspended solids
SIU	Significant Industrial User
SNC	Significant Noncompliance
U.S.C.	United States Code
WRRF	Water Resource Recovery Facility

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Code 1991, §51.073)

51.074 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act or the Act. The Federal Water Pollution

Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. §1251 et seq.

Approval Authority. Arkansas Department of Environmental Quality.

Authorized signatory or authorized or duly authorized representative of the user.

(1) If the user is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship: A general partner or proprietor, respectively.

(3) If the user is a federal, state or local governmental facility: A director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility.

(4) The individuals described in paragraphs (1) through (3) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

Best Management Practices or BMPs. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 51.075(B) (1) and (2). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

Biochemical oxygen demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20° centigrade, usually expressed as a concentration of milligrams per liter (mg/l).

Categorical pretreatment standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with §§307(b) and (c) of the Act (33 U.S.C. §1317) which apply to a specific category of users and which appear in 40 CFR Chapter 1, Article N, Parts 405-471.

Categorical Industrial User (CIU). An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

City. The mayor or his/her duly authorized representative, or the City of Fayetteville, the Fayetteville City Council or its duly authorized representative. The City is the Control Authority as defined in 40 CFR 403.3(f)(1).

Control Authority. The City.

Composite sample. The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time, as specified by the City.

Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Domestic waste. Liquid and water-carried waste

generated by a typical household or waste comprised of waste equivalent to that generated by a typical household - human excrement and gray water (household showers, dishwashing operations, etc.). This does not include waste from commercial or industrial processes whether generated at a household or other premises.

Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or its authorized representative.

Existing source. Any source of discharge that is not a "New Source."

Grab sample. An individual sample collected over a period of time not to exceed 15 minutes.

Hauled Wastewater. Wastewater that is loaded to a tanker truck, a portable tank or other container and conveyed to another location for discharge. Hauled wastewater includes, but is not limited to, septic tank waste and portable toilet waste.

Indirect discharge or discharge. The introduction of pollutants into the WRRF from any nondomestic source.

Industrial user. A discharger into the WRRF of nondomestic wastewater.

Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the WRRF, its treatment processes or operations or its biosolids processes, use or disposal and therefore, is a cause of a violation of the City's NPDES permit or a cause of the prevention of biosolids use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: §405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State biosolids management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Instantaneous limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

Local Limit. Specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and

(b).

May. Discretionary or permissive.

Monthly Average. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Monthly Average Limit. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Medical waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

National Pollutant Discharge Elimination System (NPDES) permit. A permit issued to a WRRF or other discharger pursuant to §402 of the Act.

New source.

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under §307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of §(1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - (a) Begun, or caused to begin as part of a continuous onsite construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - (b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact cooling water. Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. NAICS was developed under the auspices of the Office of Management and Budget (OMB) and adopted in 1997 to replace the Standard Industrial Classification (SIC) system.

Pass through. A discharge which exits the WRRF into waters of the United States in quantities or concentrations which, along or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES

permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, or local governmental entities.

pH. A measure of the acidity or alkalinity of a substance, expressed in standard units.

Pharmaceutical drug. Also referred to as medicine, medication or medicament, can be loosely defined as any chemical substance intended for use in the medical diagnosis, cure, treatment, or prevention of disease.

Pollutant. Any dredged spoil, solid waste, incinerator residue, sewage, garbage, biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor).

Pollution Prevention (P2). Waste reduction prior to recycling, treatment, or disposal. Pollution prevention means "source reduction" as defined under the Pollution Prevention Act, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources, or protection of natural resources by conservation, or use of less toxic alternatives.

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the WRRF. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirements. Any substantive or procedural requirement, other than a pretreatment standard, related to pretreatment and imposed on a user.

Pretreatment standards or standards. Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, narrative BMPs, and local limits.

Prohibited discharge standards or prohibited discharges. Prohibitions against the discharge of certain substances; these prohibitions appear in §51.075(B) of this article.

Qualified professional. A person who is proven to be competent or suited for a specific position or task.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

Shall. Mandatory.

Significant industrial user.

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
 - (a) Discharges an average of 25,000 gpd or more of process wastewater to the WRRF (excluding sanitary, noncontract cooling, and boiler blowdown wastewater); or
 - (b) Contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the WRRF treatment plant; or
 - (c) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the WRRF's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in (2) has no reasonable potential for adversely affecting the WRRF's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user (and in accordance with procedures in 40 CFR 403.8(f)(6) determine that such user should not be considered a significant industrial user.

Slug load or slug. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in this article or any discharge of a nonroutine, episodic nature, including but not limited to, an accidental spill or a noncustomary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the City's regulations, local limits or permit conditions.

Standard Industrial Classification (SIC) Code. A

classification pursuant to the *Standard Industrial Classification Manual* issued by the United States Office of Management and Budget.

State. State of Arkansas.

Storm water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Surcharge. A service charge in addition to the normal monthly rate which shall be assessed to the significant industrial users who discharge into the city system wastewater having an average BOD concentration in excess of 300 milligrams per liter or an average TSS concentration in excess of 300 milligrams per liter.

Total suspended solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

Toxic pollutant. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by EPA under §307 (33 U.S.C. §1317) of the Act.

Treatment plant's effluent. The discharge from the wastewater treatment plant into the receiving stream.

User. Any person who contributes or permits the contribution of wastewater into the WRRF.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions.

Wastewater treatment plant. That portion of the WRRF which is designed to provide treatment of municipal sewage and compatible industrial waste.

Water Resource Recovery Facility (WRRF). A "treatment works," as defined by §212 of the Act (33 U.S.C. §1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The WRRF is the Publicly Owned Treatment Works or POTW as defined in 40 CFR 403.3(q).

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §2, 4-7-98; Code 1991, §51.074)

51.075 General Sewer Use Requirements

(A) Wastewater generated by development located in

100-year floodplain not to be transported or treated by facilities constructed under EPA Project No. C-050366-01 for 50 years.

(1) For the purpose of this section area of existing development shall mean an area which, at the EPA issued a finding of no significant impact for EPA Project No. C-050366-01 was:

- (a) Occupied by existing structures or facilities;
- (b) Substantially surrounded by existing structures or facilities and which serves no significant independent natural floodplain function; or
- (c) Characterized by substantial investment in public infrastructure but which is only partially occupied by structures or facilities.

(2) No wastewater generated by development located in the 100-year floodplain shall be transported or treated by facilities constructed under EPA Project No. C-050366-01 for a period of 50 years from January 1, 1987, except that service may be provided to:

- (a) Areas of existing development in a floodplain;
- (b) Commercial or public facilities which by nature must be located in a floodplain;
- (c) Areas of projected growth if the environmental information document for EPA Project No. C-050366-01 demonstrates that proposed development will be consistent with the floodplain management criteria for flood-prone areas (44 CFR 60.3) of the Federal Emergency Management Agency (FEMA) and will have no significant impacts on natural functions and values of the floodplain; or
- (d) An area of projected growth if an environmental impact statement demonstrates that there is no practicable alternative to such growth, that such growth will be consistent with the floodplain management criteria for flood-prone areas (44 CFR 60.3) of FEMA, and that the benefits of such growth outweigh its environmental costs.

(B) *Prohibited discharge standards.*

(1) *General prohibitions.* No person shall introduce or cause to be introduced into the WRRF any pollutant or wastewater which causes, or has the potential to cause, pass through or interference. These general prohibitions apply to all users of the WRRF whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.

(2) *Specific Prohibitions.* No person shall introduce or cause to be introduced into the WRRF the following pollutants, substances, or wastewater:

- (a) Pollutants which create a fire or explosive hazard in the WRRF, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140° Fahrenheit (60° C) using the test methods specified in 40 CFR 261.21;
- (b) Wastewater having a pH less than 5.0 or more than 12.4, or otherwise causing corrosive structural damage to the WRRF or equipment;
- (c) Solid or viscous substances including, but not limited to, fats, oil or grease of animal or vegetable in amounts which will cause obstruction of the flow in the WRRF resulting in interference but in no case solids greater than one-half inch in any dimension;
- (d) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the WRRF;
- (e) Wastewater having a temperature greater than 150° Fahrenheit (65° C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° Fahrenheit (40° C);
- (f) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- (g) Pollutants which result in the presence of toxic gases, vapors, or fumes within

the WRRF in a quantity that may cause acute worker health and safety problems;

- (h) Trucked or hauled pollutants, except at discharge points designated by the City in accordance with §51.076(D) of this article;
- (i) Any liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- (j) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye, wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit;
- (k) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable federal or state regulations and approved by the City;
- (l) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the City;
- (m) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (n) Medical wastes or pharmaceutical drugs, except as specifically authorized by the City;
- (o) Wastewater causing, alone or in conjunction with other sources, the WRRF to violate its NPDES permit or the treatment plant's effluent to fail a toxicity test;
- (p) Any substance which may cause the WRRF's effluent or other product of the WRRF such as residues, biosolids or scums, to be unsuitable for normal landfill/land application, reclamation or reuse, or to interfere with the reclamation process;
- (q) Detergents, surface-active agents, or other substances which may cause excessive foaming in the WRRF;

(r) Any material into a manhole through its top unless specifically authorized by the City.

(s) Non-flushable wipes, non-dispersible wipes, and non-biodegradable wipes including, but not limited to, baby wipes, paper towels, dusting wipes, cleaning wipes, and disposable mop heads.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the WRRF.

(C) *Categorical pretreatment standards or categorical standards.* Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471. Users must comply with the categorical pretreatment standards. Categorical pretreatment standards are hereby incorporated.

(1) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the City may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

(2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the City shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).

(3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

(4) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

(D) *Local limits.* To protect against pass through and interference, no Industrial User may discharge or cause to be discharged into the WRRF any wastewater pollutant concentration exceeding the Technically Based Local Limits (TBLLs) developed from time to time by the City as

required by Part III in City of Fayetteville NPDES permits No. AR0020010 and AR0050288 authorized by 40 CFR 403.5 (c) and approved by the Approval Authority. TBLLs based on calculated Maximum Allowable Industrial Loadings are located in the City's Pretreatment Program, Part 2. At the discretion of the City, TBLLs may be imposed and shall apply at the "monitoring point" described in the individual industrial wastewater discharge permits. All concentration limits for metals shall be in terms of "total" metals unless otherwise indicated. At the discretion of the City, mass limitations may be imposed in addition to or in place of concentration based TBLLs. The City may also develop BMPs in individual wastewater discharge permits, to implement specific pollutant limitations. Such BMPs shall be considered Local Limits and Pretreatment Standards. When new Local Limits are implemented or revised, the City will provide individual notice to parties who have requested such notice and an opportunity to respond, as set forth by 40 CFR 403.5 (c) (3).

- (E) *Right of revision.* The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the WRRF.
- (F) *Dilution.* No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The City may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(Ord. No. 3965, §§2, 3, Exh. A, 5-7-96; Ord. No. 4088, §3, 4-7-98; Code 1991, §51.075)

51.076 Pretreatment of Wastewater

- (A) *Pretreatment facilities.* Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all pretreatment standards, local limits, and the prohibitions set out in §51.075(B) of this article within the time limitations specified by EPA, the state, or the City, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the City for review, and shall be acceptable by the City before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the

responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this article.

(B) Additional pretreatment measures.

- (1) Whenever deemed necessary, the City may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocated and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the WRRF and determine the user's compliance with the requirements of this article.
- (2) The City may require any person discharging into the WRRF to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (3) Grease, oil, and sand interceptors shall be provided when, in the opinion of the City, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the City and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at the user's expense.
- (4) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- (5) At the City's discretion and when deemed necessary the industrial user shall have a licensed wastewater treatment operator on duty at all times when treating and discharging regulated wastewater to the City's collection system. Said operator shall meet the license or level of operator qualifications deemed necessary for proper treatment per Arkansas Pollution Control and Ecology Commission's Regulation #3.

- (C) *Accidental discharge/slugs control plans.* The City shall evaluate whether each significant industrial user needs an accidental discharge/slugs control plan or other action to control slug discharges.

The City may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. Alternatively, the City may develop such a plan for any User. An accidental discharge/slug control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including nonroutine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the City of any accidental or slug discharge, as required by §51.079(F) of this article. Such notification must also be given for any discharge which would violate any of the prohibited discharges in §51.075(B) of this article; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

(D) *Hauled wastewater.*

Hazardous waste will not be accepted by truck or liquid waste hauler at the WRRF.

- (1) Domestic waste haulers are required to submit an application to discharge liquid wastes. This application must be accompanied by a fee in accordance with §51.137(G). Hauled domestic waste may be introduced into the WRRF only at locations approved by the City and at such times as are established by the City. Such wastes shall not violate §51.075 of this article or any other requirements established by the City. A fee must be paid for each domestic waste load in accordance with §51.137(G). The City may require the domestic waste haulers to obtain wastewater discharge permits.
- (2) The City may require haulers of industrial waste to obtain wastewater discharge permits. The City may require generators of hauled industrial waste to obtain wastewater discharge permits. The City also may prohibit the disposal of hauled industrial waste. The

discharge of hauled industrial waste is subject to all other requirements of this article.

- (3) If the industrial waste is from a categorical user, the hauled wastewater must include waste analysis proving it meets the required limitations of its respective category.
- (4) Domestic waste haulers and industrial waste haulers may only discharge loads at locations designated by the City. No load may be discharged without prior consent of the City. The City may collect samples of each hauled load to ensure compliance with applicable standards. The City may require the hauler to provide a waste analysis of any load prior to discharge.
- (5) Domestic waste and industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. For industrial waste, the form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.
- (6) Any waste not deemed domestic by the City will be handled on a case by case basis at the discretion of the City.

(Ord. No. 3965, §2, 3 (Exh. A), 5-7-96; Code 1991, §51.076)

51.077 Wastewater Discharge Permit Application

(A) *Wastewater analysis.* When requested by the City, a user must submit information on the nature and characteristics of the user's wastewater within thirty (30) days of request, unless otherwise specified. The City is authorized to prepare a form for this purpose and may periodically require users to submit or update the information.

(B) *Wastewater discharge permit requirement.*

- (1) No significant industrial user shall discharge wastewater into the WRRF without first obtaining a wastewater discharge permit from the City, except a significant industrial user that has filed a timely application pursuant to §51.077(C) of this article may continue to discharge for the time period specified therein.

- (2) The City may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this article.
 - (3) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out in §51.082 through §51.084 of this article. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law.
- (C) *Wastewater discharge permitting; existing connections.* Any non-permitted user required to obtain a wastewater discharge permit, who was discharging wastewater into the WRRF prior to the effective date of this article and who wishes to continue such discharges in the future, shall, within 90 days after said date, apply to the City for a wastewater discharge permit in accordance with §51.077(E) of this article, and shall not cause or allow discharges to the WRRF to continue after 180 days of the effective date of this article except in accordance with a wastewater discharge permit issued by the City.
- (D) *Wastewater discharge permitting: new connections.* Any user required to obtain a wastewater discharge permit that proposes to begin or recommence discharging into the WRRF must obtain such permit prior to the beginning or recommending of such discharge. An application for this wastewater discharge permit, in accordance with §51.077(E) of this article, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.
- (E) *Wastewater discharge permit application contents.* All users required to obtain a wastewater discharge permit must submit a permit application accompanied by a fee in accordance with 51.137(H). The City may require a user to submit as part of an application the following information:
- (1) The information required by §51.079(A)(2) of this article;
 - (2) A comprehensive description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals (not just trade names) used or stored at the facility which are, or could accidentally or intentionally be, discharged to the WRRF. A qualified professional must certify to the accuracy of this process

narrative;

- (3) Number of employees, hours of operation, and proposed or actual hours of operation;
 - (4) Each product produced by type, amount, process or processes, and rate of production;
 - (5) Type and amount of raw materials processed (average and maximum per day);
 - (6) Comprehensive site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, chemical storage areas, and appurtenances by size, location, and elevation, and all points of discharge. A qualified professional must certify to the accuracy of this schematic(s);
 - (7) Time, average gallons per day discharged and duration of discharges; and
 - (8) Any other information as may be deemed necessary by the City to evaluate the wastewater discharge permit application.
 - (9) Pollution Prevention (P2) activities such as source reduction, waste minimization, environmental management systems, water and energy conservation, and use of less toxic alternatives.
- Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.
- (F) *Application signatories and certification.* All wastewater discharge permit applications and user reports must be signed by an authorized signatory of the user and contain the following certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- (G) *Wastewater discharge permit decisions.* The City will evaluate the data furnished by the user and may require additional information. Within 90 days of receipt of a complete wastewater discharge permit application, the City will determine whether or not to issue a wastewater discharge permit. The City may deny any application for a wastewater discharge permit.

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Code 1991, §51.077)

51.078 Wastewater Discharge Permit Issuance Process

- (A) *Wastewater discharge permit duration.* Wastewater discharge permits shall be issued for a specified time period, not to exceed five years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five years, at the discretion of the City. Each wastewater discharge permit will indicate a specific date upon which it will expire.

- (B) *Wastewater discharge permit contents.* Wastewater discharge permits shall include such conditions as are deemed reasonably necessary by the City to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, protect the public, facilitate biosolids management and disposal, and protect against damage to the WRRF.

(1) Wastewater discharge permits must contain:

- (a) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five years;
- (b) A statement that the wastewater discharge permit is nontransferable except in accordance with §51.078 (E).
- (c) Effluent limits, including Best Management Practices, based on applicable pretreatment standards;
- (d) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practices) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law; and
- (e) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable

compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.

- (f) Requirements to control Slug Discharge, if determined by the City to be necessary.

(2) Wastewater discharge permits may contain, but need not be limited to, the following conditions:

- (a) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (b) Requirements for the installation and maintenance of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
- (c) Requirements for the development and implementation of accidental discharge/slug control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
- (d) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the WRRF;
- (e) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
- (f) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
- (g) Other conditions as deemed appropriate by the City to ensure compliance with this article, and federal and state laws, rules, and regulations.
- (h) A licensed wastewater operator as deemed necessary on duty at all times

of treatment and discharge of regulated wastewater discharge to the City's collection system (per §51.076(B)(5)).

(C) *Wastewater discharge permit appeals.* A permittee may petition the City to reconsider the terms of a wastewater discharge permit within 30 days of notice of issuance of the discharge permit.

- (1) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- (2) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.
- (3) The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.
- (4) If the City fails to act within 30 days of receipt of the request, the request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit, shall be considered final administrative actions for purposes of judicial review.

(D) *Wastewater discharge permit modification.* The City may modify the wastewater discharge permit for good cause including, but not limited to, the following reasons:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- (2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- (3) A change in the WRRF that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating the permitted discharge poses a threat to the WRRF, WRRF personnel, the receiving waters, or threats to the WRRF's beneficial biosolids use;
- (5) Violation of any terms or conditions of the wastewater discharge permit;

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

(8) To correct typographical or other errors in the wastewater discharge permit;

(9) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with 51.078(E).

(E) *Wastewater discharge permit transfer.* Wastewater discharge permits may be transferred to a new owner or operator if the permittee gives at least seven days advance notice to the City, provides a copy of the existing permit to the new owner or operator, and the City approves the wastewater discharge permit transfer. The notice to the City must include a written certification by the new owner or operator which:

- (1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(F) *Wastewater discharge permit revocation.* The City may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- (1) Failure to notify the City of significant changes to the wastewater prior to the changed discharge;
- (2) Failure to provide prior notification to the City of changed conditions pursuant to §51.079(E) of this article;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

- (4) Falsifying self-monitoring or other reports;
- (5) Tampering with monitoring equipment;
- (6) Refusing to allow the City timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;
- (8) Failure to pay fines;
- (9) Failure to pay sewer charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application; or
- (12) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

Wastewater discharge permits shall be voidable upon cessation of operations. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

- (G) *Wastewater discharge permit re-issuance.* A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit re-issuance by submitting a complete permit application, in accordance with §51.077(E) of this article, a minimum of 90 days prior to the expiration of the user's existing wastewater discharge permit.

- (H) *Regulation of waste received from other jurisdictions.*

- (1) If another jurisdiction, or user located within another jurisdiction, contributes wastewater to the WRRF, the City shall enter into an interjurisdictional agreement with the contributing jurisdiction; enter into an agreement with, or permit, users located in another jurisdiction; or both. Certain hauled wastewater may be exempted from the requirements of this paragraph with specific authorization by the City.
- (2) An interjurisdictional agreement, as required by paragraph (1), above, shall contain the following conditions:
 - (a) A requirement for the contributing jurisdiction to adopt a sewer use ordinance which is at least as stringent

as this article and local limits which are at least as stringent as those set out in §51.075(D) of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the city's ordinance and/or local limits;

- (b) A requirement for the contributing jurisdiction to submit a revised user inventory on at least an annual basis;
- (c) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing jurisdiction; which of these activities will be conducted by the City; and which of these activities will be conducted jointly by the contributing jurisdiction and the City;
- (d) A requirement for the contributing jurisdiction to provide the City with access to all information the contributing jurisdiction obtains as part of its pretreatment activities;
- (e) A provision insuring the City access to the facilities of users located within the contributing jurisdiction's boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the City; and
- (f) A provision specifying remedies available for breach of the terms of the interjurisdictional agreement.

(Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §§4, 5, 4-7-98; Code 1991, §51.078)

51.079 Reporting Requirements

- (A) *Baseline monitoring reports.*

- (1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the WRRF shall submit to the City a report which contains the information listed in paragraph (B), below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical

standard, shall be required to submit to the City a report which contains the information listed in paragraph (2), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

(a) *Identifying information.* The name and address of the facility, including the name of the operator and owner.

(b) *Environmental permits.* A list of any environmental control permits held by or for the facility.

(c) *Description of operations.* A comprehensive narrative description of the nature, average rate of production, all applicable NAICS and standard industrial classifications of the operation(s) carried out by such user. This description should include a comprehensive schematic process diagram which indicates points of discharge to the WRRF from the regulated processes. A qualified professional must certify to the accuracy of this process narrative and wastewater flow schematics.

(d) *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the WRRF from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e). The City may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

(e) *Measurement of pollutants.*

(i) The categorical pretreatment standards applicable to each regulated process.

(ii) The results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or by the City) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long term average

concentrations or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in §51.079(J) of this article. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the City or the applicable standards to determine compliance with the standard.

(iii) Sampling must be performed in accordance with procedures set out in §51.079(K) of this article.

(f) *Certification.* A statement, reviewed by the user's authorized signatory and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment, is required to meet the pretreatment standards and requirements.

(g) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in §51.079(B) of this article.

(h) *Signature and certification.* All baseline monitoring reports must be signed and certified in accordance with §51.077(F) of this article.

(B) *Compliance schedule progress report.* The following conditions shall apply to the compliance schedule required by §51.079(A)(2)(g) of this article:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events

include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation);

- (2) No increment referred to above shall exceed nine months;
- (3) The user shall submit a progress report to the City not later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- (4) In no event shall more than nine months elapse between such progress reports to the City.

(C) *Report on compliance with categorical pretreatment standard deadline.* Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the WRRF, any user subject to such pretreatment standards and requirements shall submit to the City a report containing the information described in §51.079(A)(2)(d) through (f) of this article. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with §51.077(F) of this article.

(D) *Periodic compliance reports.*

- (1) All significant industrial users shall, at a frequency determined by the City but in no case less than every six months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the

user must submit documentation required by the City or the pretreatment standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance with §51.077(F) of this article.

- (2) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (3) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the City, using the procedures prescribed in §51.079(J) and §51.079(K) of this article, the results of this monitoring shall be included in the report.

(E) *Report of changed conditions.* Each user must notify the City of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

- (1) The City may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under §51.077(E) of this article.
- (2) The City may issue a wastewater discharge permit under §51.077(G) of this article or modify an existing wastewater discharge permit under §51.078(D) of this article in response to changed conditions or anticipated changed conditions.
- (3) For purposes of this requirement, significant changes include, but are not limited to, flow changes of 20% or greater, and the discharge of any previously unreported pollutants.

(F) *Reports of potential problems.*

- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the WRRF (including a violation of the prohibited discharge standards in §51.075(B)

of this article), the user shall immediately telephone and notify the City of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

- (2) Within five business days following such discharge, the user shall, unless waived by the City, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the WRRF, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed pursuant to this article.
 - (3) If required by the City, a notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (A), above. Employers shall ensure that all employees are advised of the emergency notification procedure.
 - (4) Significant industrial users are required to notify the City immediately of any changes at its facility affecting the potential for a slug discharge.
- (G) *Reports from unpermitted users.* All users not required to obtain a wastewater discharge permit shall provide appropriate reports as may be required by the City.
- (H) *Notification of violation/repeat sampling and reporting.*

- (1) If sampling performed by a user indicates a violation, the user must notify the City as soon as possible but no later than 24 hours after becoming aware of the violation. The user shall also immediately repeat the sampling and analysis and submit the results of the repeat analysis to the City within the time period specified by the City but at no time later than 30 days after becoming aware of the violation. The user may not be required to resample if the City samples between the user's initial sampling and when the user receives the results of this sampling.
- (2) If the City performed the sampling and analysis in lieu of the industrial user, the City will perform the repeat sampling and analysis

unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis.

(I) *Notification of the discharge of hazardous waste.*

- (1) Any person who commences the discharge of hazardous waste shall notify the City, the EPA Regional Waste Management Division Director, and state hazardous waste authorities (in writing) of any discharge into the WRRF of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than 100 kilograms of such waste per calendar month to the WRRF, the notification shall also contain the following information to the extent such information is known and readily available to the user: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications to the City must be made prior to the commencement of the discharge. Notifications of changed conditions must be submitted under Section §51.079(E) of this ordinance. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections §51.079(A), (C), and (D) of this ordinance.
- (2) In the case of any new regulations under §3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the City, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (3) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

- (4) This reporting provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable federal or state law.

- (J) *Certification of Permit Applications and User Reports.* The following certification statement is required to be signed and submitted by users submitting permit applications in accordance with Section §51.077; users submitting baseline monitoring reports under Section §51.079(A); users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section §51.079(C); users submitting periodic compliance reports required by Section §51.079(D) (1)-(3). The following certification statement must be signed by an Authorized Representative as defined in Section §51.074:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- (J) *Analytical requirements.*

- (1) All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.
- (2) All independent laboratories performing analyses for users, including, but not limited to, self-monitoring, periodic reports on continuing compliance, baseline monitoring reports and/or split sample verification, shall be certified by the ADEQ Laboratory Certification Program for the specific analysis being performed. The City reserves the right

to reject any analysis performed by an independent laboratory that is not duly certified for a particular analysis.

- (K) *Sample collection.*

- (1) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- (2) Except as indicated in subsection (3) and (4), below, the user must collect wastewater samples using 24-hr flow-proportional composite collection techniques. In the event flow proportional sampling is infeasible, the City may authorize the use of time proportional sampling or a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
- (3) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.
- (4) For sampling required in support of baseline monitoring and 90-day compliance reports required in §§51.079(A) and (C), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the City may authorize a lower minimum. For the reports required by §51.079(D), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

- (L) *Date of Receipt of Reports.* Written reports will be deemed to have been submitted on the date post-marked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

- (M) *Record keeping.* Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any

monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established under 51.075(D). Records shall include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the U.S. EPA, state, or City.

(Code 1991, §51.079; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §6, 4-7-98)

51.080 Compliance Monitoring

(A) *Right of entry; inspection and sampling.* The City shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this article and any wastewater discharge permit or order issued hereunder. Users shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- (1) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the City will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (2) The City shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- (3) The City may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least annually by a certified technician to ensure their accuracy. Calibration records shall be made available to

the City upon request.

- (4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the City and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (3) Unreasonable delays in allowing the City access to the user's premises shall be a violation of this article.
- (B) *Search warrants.* If the City has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City may seek issuance of a search warrant from the city district court.

(Code 1991, §51.080)

51.081 Confidential Information

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the City's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the City, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

(Code 1991, §51.081)

51.082 Publication of Users in Significant Noncompliance

The City shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the City's WRRF, a list of the users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (C), (D) or (H) of this Section) and shall mean:

- (A) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined in 51.074;
- (B) Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 51.074 multiplied by the applicable criteria: 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH;
- (C) Any other violation of a pretreatment standard or requirement as defined by 51.074 (daily maximum, long term average, instantaneous limit, or narrative standard) that the City determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of city or WRRF personnel or the general public;
- (D) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge;
- (E) Failure to meet within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (F) Failure to provide within forty five (45) after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on

compliance with compliance schedules;

- (G) Failure to accurately report noncompliance; or
- (H) Any other violation(s), which may include a violation of Best Management Practices, which the City determines will adversely affect the operation or implementation of the local pretreatment program.

(Code 1991, §51.082; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §8, 4-7-98)

51.083 Administrative Enforcement Remedies

- (A) *Notice of violation.* When the City finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City shall serve upon such user either an informal warning or a written notice of violation. Within five business days of the receipt of the notice of violation, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the City. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing an informal warning or a notice of violation.
- (B) *Consent orders.* The City may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to §51.083(D) and §51.083(E) of this article and shall be judicially enforceable.
- (C) *Show cause hearing.* The City may order a user which has violated or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the City and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show

cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least five business days prior to the hearing. Such notice shall be served on a representative of the user who meets the criteria of an authorized signatory. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

(D) *Compliance orders.* When the City finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance ordinances may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a national pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(E) *Cease and desist orders.* When the City finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the City may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (1) Immediately comply with all requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.
- (3) Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

(F) *Administrative charges.*

- (1) When the City finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City may charge such user in an amount not to exceed one thousand dollars (\$1,000.00). Such fines shall be assessed on a per violation, per day basis. The City may add the costs of administrative enforcement actions, such as notices and orders, to the charge.
- (2) Users desiring to dispute such charges must file a written request with the City Clerk within ten (10) working days of being notified of the charge. The Sewer Committee shall convene a hearing on the matter. In the event the charge is upheld by the Sewer Committee, the City may also add the costs of the appeal, such as notices and orders, to the charge.
- (3) Issuance of an administrative charge shall not be a bar against, or a prerequisite for, taking any other action against the user.

(G) *Emergency suspensions.* The City may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The City may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the WRRF, or which presents or may present an endangerment to the environment.

- (1) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including immediate severance of the sewer connection or water service, to prevent or minimize damage to the WRRF, its receiving stream, or endangerment to any individuals. The City may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings in §51.083(H) of this article are initiated against the user.

- (2) If necessary, severance of the sewer connection or water service may occur without notice.
- (3) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the City within five business days.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

- (H) *Termination of discharge.* Any user that violates the conditions in §51.078(F) of this article is subject to discharge termination. Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under §51.083(C) of this article why the proposed action should not be taken. Exercise of this option by the City shall not be a bar to, or a prerequisite for, taking any other action against the user.

(Code 1991, §51.083; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96)

51.084 Judicial Enforcement Remedies

- (A) *Injunctive relief.* When the City finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the City may petition the appropriate court through the City's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the user. The City may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

(B) *Civil penalties.*

- (1) A user which has violated or continues to violate any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of \$1,000.00 per violation, per day. In the case of a

monthly or other long term average discharge limit, penalties shall accrue for each day during the period of violation.

- (2) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

- (3) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

(C) *Criminal penalties.*

- (1) A user who willfully or negligently violates any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) per violation, per day.

- (2) A user who willfully or negligently introduces any substance into the WRRF which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty not more than one thousand dollars (\$1,000.00) per violation, per day. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

- (3) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine of not more than one thousand dollars (\$1,000.00) per violation, per day. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

- (D) *Cost recovery.* The City may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost

of any actual damages or fines incurred by the City.

- (E) *Remedies nonexclusive.* The remedies provided for in this article are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's Enforcement Response Plan within the City's Pretreatment Program. However, the City may take other action against any user, including but not limiting to, misdemeanor and felony fines and imprisonment when the circumstances warrant.

(Code 1991, §51.084; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96)

51.085 Affirmative Defenses to Discharge Violations

(A) *Upset.*

- (1) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (3) are met.
- (3) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An upset occurred and the user can identify the cause(s) of the upset;
 - (b) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (c) The user has submitted the following information to the City as soon as possible but no later than 24 hours after becoming aware of the upset. If this information is provided orally, a written submission must be provided within five

business days:

- (i) A description of the indirect discharge and cause of noncompliance;
- (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
- (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance; and
- (iv) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

- (4) Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

- (5) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

- (B) *Prohibited discharge standards.* A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in §51.075(B)(1) of this article or the specific prohibitions in §51.075(B)(2)(c) through (r), except for §51.075(B)(2)(h), if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (1) A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- (2) No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of

interference, was in compliance with applicable biosolids use or disposal requirements.

(C) *Bypass.*

(1) For the purposes of this section:

- (a) "Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.
- (b) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this section.

(3) Notice.

- (a) If a user knows in advance of the need for a bypass, it shall submit prior notice to the City, at least ten business days before the date of the bypass, if possible.
- (b) A user shall submit oral notice to the City of an unanticipated bypass that exceeds applicable pretreatment standards as soon as possible but no later than 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five business days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The City may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

(4) Bypass Prohibited; Exceptions.

- (a) Bypass is prohibited, and the City may take an enforcement action against a user for a bypass, unless:
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (iii) The user submitted notices as required under paragraph (3) of this section.
- (b) The City may approve an anticipated bypass, after considering its adverse effects, if the City determines that it will meet the three conditions listed in paragraph (4)(a) of this section.

(Code 1991, §51.085; Ord. No. 3965, §2, 3 (Exh. A), 5-7-96; Ord. No. 4088, §7, 4-7-98)

51.086 Miscellaneous Provisions

- (A) *Pretreatment charges and fees.* The City may adopt reasonable fees for reimbursement of the costs of development and administration of the City's pretreatment program which may include:
 - (1) Fees for wastewater discharge permit applications including the cost of processing such applications;
 - (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
 - (3) Fees for reviewing and responding to accidental discharge procedures and construction;
 - (4) Fees for filing appeals; and

- (5) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties, chargeable by the City.
- (B) *Severability*. If any provision of this article is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.
- (C) *Conflicts*. All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this article, are hereby repealed to the extent of the inconsistency or conflict.

(Code 1991, §51.086; Ord. No. 3965, §§2, 3 (Exh. A), 5-7-96)

51.087 Surcharge

- (A) Any significant industrial user generating discharge which exhibits none of the characteristics of wastes prohibited in §51.075 but which has an average concentration of surcharge parameters in 51.137(E) in excess of the allowed strengths in 51.137(E) during a 24-hour period, may be required to obtain a discharge permit. Such discharge may, however, be accepted by the WRRF for treatment in accordance with Extra Strength Surcharge requirements in 51.137(E).
- (B) The City reserves the right to review and approve any waters or industrial waste entering the city's sewer system or proposed to be discharged into the system having an average daily flow greater than 10% of the design flow capacity of the plant which will treat the waste. In the event the city's measurement discloses such flow in excess of such capacity, the city shall be under no obligation to receive such flow in excess of 10% of designed capacity and the city's published rate shall not apply to such excess. An owner affected hereby shall be promptly notified of such determination by the City. A special contract, at the city's option, may be made with the user to accommodate such excess flow.

(Code 1991, §51.087)

51.088-51.109 Reserved

(E) *Extra Strength Surcharge.*

- (1) For all significant industrial users as defined in §51.074, whose wastewater discharge is greater than 300 mg/l of BOD₅ and/or TSS, the City shall levy an Extra Strength Surcharge for each parameter in accordance with the following unit charges:

Table F3 Extra Strength Surcharges	
	After 12/1/2011
Extra Strength BOD ₅	\$0.3145 per pound
Extra Strength TSS	\$0.2209 per pound

- (2) Starting after December 31, 2011, Extra Strength Surcharges shall be increased by 3% per year.
- (3) Extra Strength Surcharges shall be billed monthly and shall be computed on the basis of water meter reading (wastewater discharge volume).
- (4) All sampling and analyses of the wastewater characteristics shall be performed in accordance with U.S. Environmental Protection Agency 40 Code of Federal Regulations Part 136 approved methods.
- (5) The volume of flow used in computing surcharge shall be based upon metered water consumption as shown in the records of meter readings maintained by the city's business office. In the event that a user discharging waste into the city sanitary sewer system produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes is not discharged into the sanitary sewer, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
- (6) Any person discharging industrial waste into the sanitary sewers of the city who procures any part or all of the user's water supply from sources other than the city, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read monthly and tested for accuracy when

deemed necessary by the city. Where it can be shown that a portion of the water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the city, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon its request, to measure only that portion of the total flow being discharged into the city sewer system. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.

- (7) Computation of extra strength surcharges shall be based on the following formula:

(a) Extra strength surcharge:

$$S = V \times 8.34 \times [\text{BOD Unit Charge (BOD - 300)} + \text{SS Unit Charge (TSS - 300)}]$$

(b) Where:

$$S = \text{Surcharge in dollars}$$

$$V = \text{Sewer volume in million gallons}$$

$$8.34 = \text{Pounds per gallon of water}$$

$$\text{BOD Unit Charge} = \text{Unit charge for BOD in dollars per pound}$$

$$\text{BOD} = \text{BOD strength in parts per million}$$

$$300 = \text{Allowed BOD strength in parts per million}$$

$$\text{TSS Unit Charge} = \text{Unit charge for suspended solids in dollars per pound}$$

$$\text{TSS} = \text{Suspended solids strength in parts per million}$$

$$300 = \text{Allowed TSS Strength in parts per million}$$



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 422 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0010

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 5

AMEND THE 2015 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2015 ADOPTED BUDGET BY REAPPROPRIATING \$86,181,388.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

WHEREAS, capital projects often are constructed and paid for in more than one calendar year which requires the funds appropriated in the initial year for the project to be reappropriated to the subsequent year to complete the project; and

WHEREAS, certain outstanding obligations and grant funded items must be reappropriated to complete these obligations or grant funded projects.

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 an amendment to the 2015 Budget to reflect \$86,181,388.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items as shown on the worksheet attached to this Resolution.

City of Fayetteville Staff Review Form

2015-0010

Legistar File ID

1/20/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Kevin Springer

1/2/2015

Budget & Information Management /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AMEND THE 2015 ADOPTED BUDGET BY REAPPROPRIATING \$86,181,388 IN BONDED OR ON-GOING CAPITAL PROJECTS AND OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS.

Budget Impact:

VARIOUS

VARIOUS

Account Number

Fund

VARIOUS

VARIOUS

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 145,205,000.00

Funds Obligated \$ -

Current Balance **\$ 145,205,000.00**

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? NA

Budget Adjustment \$ 86,181,388.00

Remaining Budget **\$ 231,386,388.00**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JANUARY 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Paul A. Becker, Chief Financial Officer

FROM: Kevin Springer, Budget Director

DATE: January 2, 2014

SUBJECT: 2015 Budget Re-appropriation Request

RECOMMENDATION:

It is recommended to amend the 2015 Adopted Budget by reappropriating \$86,181,388 in bonded or ongoing capital projects and outstanding obligations and grant funded items. In addition, staff is recommending approval of any changes to this request that may arise due to finalizing the 2014 year end which would result in a decrease in the total authorized budget.

BACKGROUND:

Budget appropriations for 2014 expired December 31, 2014. Equipment and supplies or services must have been received by December 31 in order to be charged to the 2014 Budget. Some departments have items or services that were budgeted in 2014 but were not delivered or complete by year-end. In these cases, unspent amounts for those projects and items need to be re appropriated, since they were not included in the 2015 Budget. In the case of capital improvement projects, unspent funds are added to any amounts appropriated in the 2015 Budget.

Because of the need for project continuation, staff recommends approval of the attached Re-appropriation budget request at the January 20, 2015 City Council meeting. City Council is requested to amend the 2015 Adopted Budget by re-authorizing up to \$86,181,388 for purchase commitments and capital improvements as follows:

	Obligated	Non-Obligated	Total
Bonded Capital Projects	\$ 13,755,483	\$ 26,255,864	\$ 40,011,347
Grant/Donations/Reimbursements	54,287	2,509,376	2,563,663
Outstanding Operational Obligations	252,355	4,997	257,352
Capital Improvements Projects (CIP)	8,726,967	34,622,059	43,349,026
	<u>\$ 22,789,092</u>	<u>\$ 63,392,296</u>	<u>\$ 86,181,388</u>

A finalized listing of the capital project reappropriations will be submitted to City Council as an informational item during the First Quarter of 2015.

Please find attached a schedule of capital projects by Improvement Type which were included in the 2014 Budget that were not fully expended during the 2014 fiscal year. The 2014 estimated unreserved fund balance/retained earnings for the respective funds reflected the cost of the requested reappropriation. These re-budgeted items, therefore, do not impact the estimated fund balance amounts which were forecasted in the 2015 Budget.

The re-authorization of prior year's appropriated projects and items are normal budget operating procedures and are generally for one-time expenses. Approval of this request will allow the 2015 Budget to be increased to reflect the attached information. Several of the requested re-authorizations include revenue offset in the form of grant revenues.

Total requested re-budgets for all funds are in the attached worksheet. These amounts will require City Council action. For your information, a summary by Funding Source and Improvement Type is included following this memo. The reappropriation amounts are broken out into two separate categories:

- Obligated: These items have Contracts/Purchase Orders already issued on them during 2014 and the City will not receive the item and/or service until 2015.
- Unobligated: These items did not have any Contracts/Purchase Orders issued on them as of 2014.

BUDGET/STAFF IMPACT:

The estimated fund balance for the 2015 Budget was based on the assumption that these 2014 funds would be either spent in 2014 or be reappropriated. The funds do not increase the use of operating reserves and this request simply retains project funding for identified and scheduled capital improvements for the current fiscal year.

If you have any questions concerning the attachment or the procedure, please feel free to contact either Paul A. Becker (575-8330) or Kevin Springer (575-8226). Thank you for your attention to this request.

Attachments:

2015 Appropriations (Summary by Fund)
2015 Appropriations (Detail)

2015 Appropriations (Summary by Fund)

FUNDING SOURCE	OBLIGATED	NON	TOTAL
		OBLIGATED	
1010 - General	134,973	1,761,826	1,896,799
2100 - Street	155,573	297,877	453,450
2130 - Parking	-	164,216	164,216
2180 - Community Development Block Grant	3,360	672,855	676,215
2230 - Special State Grants	34,054	-	34,054
2250 - Parks Development	215,485	4,485,835	4,701,320
2300 - Impact Fee	-	2,627,834	2,627,834
2930 - Drug Law Enforcement	-	113,259	113,259
4270 - Replacement & Disaster Recovery	-	94,388	94,388
4470 - Sales Tax Capital Improvements	2,319,059	10,740,820	13,059,879
4520 - Sales Tax Construction Bond	3,442,967	16,031,487	19,474,454
4560 - Parking Deck Project	9,455,461	258,290	9,713,751
4570 - HMR 2014 Bond Capital Improvement	857,055	9,966,087	10,823,142
5400 - Water & Sewer	4,415,262	11,378,331	15,793,593
5500 - Recycling & Trash Collection	566,056	2,452,813	3,018,869
5550 - Airport	21,997	218,534	240,531
9700 - Shop	1,167,790	2,127,844	3,295,634
Grand Total	22,789,092	63,392,296	86,181,388

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
1 - BONDS				
	4520 - Sales Tax Construction Bond			
	Street Improvements:			
	06035 - Transportation Bond Street Improvements	3,442,967	16,031,487	19,474,454
	4560 - Parking Deck Project			
	Transportation Improvements:			
	11028 - Entertainment District Parking Facility	9,455,461	258,290	9,713,751
	4570 - HMR 2014 Bond Capital Improvement			
	Parks & Recreation Improvements:			
	02002 - Regional Park Development	-	3,642,656	3,642,656
	Other Capital Improvements:			
	14022 - WAC Facility Expansion (HMR 2014 Bond)	857,055	6,323,431	7,180,486
1 - BONDS Total		13,755,483	26,255,864	40,011,347

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
2 - GRANTS	1010 - General			
	Fire Improvements:			
	32016 - Firewise Grant	-	500	500
	Police Improvements:			
	31307 - COPS Hiring Grant - 2013	-	595,877	595,877
	37042 - Police Bulletproof Vests Partership	2,147	26,252	28,399
	38071 - Police IRS Reimbursement	-	38,961	38,961
	38077 - Police JTTF Reimbursement	-	14,320	14,320
	38078 - Police DEA Reimbursement	-	17,202	17,202
	Grants/Donations:			
	31301 - Police DTF State Crime Fund Grant	-	7,976	7,976
	33044 - Police Department Donations	-	19,886	19,886
	33045 - Police Law Enforcement State Forfeitures	1,507	89,087	90,594
	33046 - Police Law Enforcement Fed Forfeitures	-	124,978	124,978
	33047 - Fire Department Act 833/46/Misc Revenue	-	9,282	9,282
	33048 - Animal Services Miscellaneous Donations	-	61,415	61,415
	33049 - Animal Services Clinic Donations	-	2,289	2,289
	33051 - Parks & Recreation Donations	-	58,707	58,707
	36024 - Historic Preservation Travel & Training	4,040	1,960	6,000
	38067 - Police STEP Grant	4,179	115,627	119,806
	38070 - Police High Intensity Drug Trafficking	-	7,859	7,859
	39012 - District Court Automation	-	14,193	14,193
	39022 - Police JAG Local Solicitation	-	98,799	98,799
	39024 - Police IRS/Treasury Forfeitures	-	380,796	380,796
	39033 - AR ETS Dispatch Training Reimbursement	-	157	157

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	2180 - Community Development Block Grant			
	Grants/Donations:			
	32003 - CDBG Donations	-	2,279	2,279
	Operational:			
	Community Development Block Grant	3,360	670,576	673,936
	2230 - Special State Grants			
	Grants/Donations:			
	31306 - NEA School Street Grant	34,054	-	34,054
	2930 - Drug Law Enforcement			
	Grants/Donations:			
	33031 - Police ASP Special State Grants	-	36,069	36,069
	38070 - Police High Intensity Drug Trafficking	-	77,190	77,190
	5500 - Recycling & Trash Collection			
	Recycling & Trash Collection Improvements:			
	31302 - Keep Fayetteville Beautiful CLPP	-	588	588
	31304 - Curbside Value Partnership Grant	-	6,327	6,327
	33028 - Solid Waste E-Waste Grant (ADEQ)	-	30,224	30,224
	Grants/Donations:			
	31403 - Boston Mountain Activity Book Update	5,000	-	5,000
2 - GRANTS Total		54,287	2,509,376	2,563,663

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
3 - OPERATIONAL	1010 - General			
	Other Capital Improvements:			
	43020 - Wellness Program	-	4,997	4,997
	Operational:			
	Obligated: Cruse Uniforms & Equip	10,007	-	10,007
	Obligated: Dept of Information Systems (Database Administrat	52,000	-	52,000
	Obligated: Gulf State Distributors (Ammo)	22,397	-	22,397
	Obligated: Light Em Up (Emergency Lighting on Non-Motor)	2,380	-	2,380
	Obligated: Norman Company (IT Furniture)	23,278	-	23,278
	Obligated: Office Depot (Office Chairs)	984	-	984
	Obligated: Traffic Logix Corp (Mobile Radar Trailer)	10,980	-	10,980
	2100 - Street			
	Operational:			
	Obligated: Alliance Composites (Composite Poles)	3,526	-	3,526
	5400 - Water & Sewer			
	Operational:			
	Obligated: Environmental Consulting (Wetlands Mitigation Site	16,846	-	16,846
	Obligated: Mercer Group (Professional Services)	1,525	-	1,525
	Obligated: Viridian (Energy Manager)	4,563	-	4,563
	5500 - Recycling & Trash Collection			
	Operational:			
	Obligated: Compumetric Engineering (Recycling Receptacle)	19,365	-	19,365
	Obligated: Graybar Electric (Lighting Retrofit Project)	8,159	-	8,159
	Obligated: Landscape Forms (Scarborough Litter)	12,739	-	12,739
	Obligated: Modern Fence (Barrier Gates/Transfer Station)	10,842	-	10,842
	Obligated: Wastequip Manufacturing (30 Yard Rectangular Rol	46,486	-	46,486

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
3 - OPERATIONAL	5550 - Airport			
	Operational:			
	Obligated: Garver Engineers (Terminal Plan Development)	3,000	-	3,000
	Obligated: Viridian (Energy Manager)	3,278	-	3,278
3 - OPERATIONAL Total		252,355	4,997	257,352

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - CIP	1010 - General			
	Other Capital Improvements:			
	13031 - Woolsey Architectural Assessment	1,074	-	1,074
	Police Improvements:			
	14020 - CDC Telephone Recording System	-	70,706	70,706
	2100 - Street			
	Transportation Improvements:			
	02053 - Sidewalk Improvements	152,047	296,216	448,263
	14016 - GIF Grant for Transportation Equipment	-	1,661	1,661
	2130 - Parking			
	Transportation Improvements:			
	06001 - Parking Lot Improvements and Overlays	-	42,609	42,609
	11009 - Parking Lot Impvs - Entertainment Dist	-	52,000	52,000
	11028 - Entertainment District Parking Facility	-	69,607	69,607
	2250 - Parks Development			
	Parks & Recreation Improvements:			
	02002 - Regional Park Development	215,485	3,654,635	3,870,120
	02013 - Neighborhood Park Development	-	34,377	34,377
	02014 - Other Park & Safety Improvements (2250)	-	39,167	39,167
	13001 - Community Park Improvements	-	755,876	755,876
	14017 - Gully Park Land Acquisition	-	1,780	1,780

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	2300 - Impact Fee			
	Fire Improvements:			
	07003 - Fire Impact Fee Improvements (#4)	-	172,838	172,838
	08046 - Fire Traffic Preemption Signals	-	30,000	30,000
	Water & Sewer Improvements:			
	07002 - Water Impact Fee Improvements (#1)	-	1,096,239	1,096,239
	Wastewater Treatment Improvements:			
	07004 - Wastewater Impact Fee Improvements (#2)	-	1,139,048	1,139,048
	Police Improvements:			
	07001 - Police Impact Fee Improvements (#3)	-	189,709	189,709
	4270 - Replacement & Disaster Recovery			
	Other Capital Improvements:			
	04038 - Replacement Copier Funds	-	84,503	84,503
	Vehicles & Equipment Improvements:			
	05042 - Fleet - Vehicles/Equipment Under \$10,000	-	9,885	9,885
	Bridge & Drainage Improvements:			
	11020 - FEMA Flood Damage (Project Worksheets)	-	-	-
	4470 - Sales Tax Capital Improvements			
	Parks & Recreation Improvements:			
	02001 - Lights of the Ozarks	-	6,873	6,873
	02045 - Forestry/Safety & ADA Compliance (4470)	6,043	84,535	90,578
	08001 - Tree Escrow	-	134,211	134,211
	14006 - Fayetteville Sr Center Pkng Lot/Drainage	-	57,697	57,697
	Fire Improvements:			
	02006 - Fire Facility Maintenance	-	82,196	82,196
	03019 - Fire Apparatus Purchases	807,259	37,540	844,799
	10015 - Fire Mobile Radios	-	4,413	4,413
	10017 - Fire Information Technology Updates	-	126,834	126,834

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	Trail Improvements:			
	02016 - Trail Development	337,504	1,603,506	1,941,010
	Other Capital Improvements:			
	02046 - Building Improvements	12,000	720,004	732,004
	02061 - P.E.G. Television Center - Equipment	-	6,720	6,720
	04001 - Telecommunication Systems Upgrades	-	3,019	3,019
	11004 - Parking Lot Improvements (City Employee)	-	40,480	40,480
	12005 - On-Screen Graphics Generator Upgrade	-	6,816	6,816
	13002 - Accounting Image Scanner/Check Sealer	-	5,837	5,837
	13004 - City Hall Audio-Visual Renovation	-	170,000	170,000
	13005 - Citywide Building Ins Appraisal Study	-	35,000	35,000
	13010 - Legislative Management/Agenda Routing	-	11,316	11,316
	13013 - Wayfinding Regional Signage Program	-	4,866	4,866
	13014 - Remote Meeting Recording	-	3,568	3,568
	13015 - Television Center Digital Conversion	-	150,000	150,000
	13046 - Tyson Factory Sale / Improvements	-	725,382	725,382
	14002 - Animal Services Improvements	-	4,441	4,441
	14003 - City Clerk Document Management Equipment	-	22,000	22,000
	14004 - City Council iPads	-	468	468
	14005 - Location Production System (Media)	-	9,117	9,117
	14013 - Kessler Mountain Acquisition	-	89,585	89,585

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	Police Improvements:			
	02047 - Police Building Improvements	-	18,165	18,165
	06002 - Police Technology Improvements	-	100,724	100,724
	06003 - Police Unmarked Vehicles	-	35,147	35,147
	08013 - Police Tandburg Video Arraignment System	-	18,000	18,000
	11006 - Police Equipment Replacement	-	35,184	35,184
	11008 - Police Speed Display Signs	49,773	227	50,000
	13011 - Police Bulletproof Vests	1,507	-	1,507
	14008 - Police Network/Server Replacements	-	11,182	11,182
	14009 - Police Records Management System	-	474,000	474,000
	Transportation Improvements:			
	02052 - In-House Pavement Improvements	92,399	196,697	289,096
	02053 - Sidewalk Improvements	51,668	140,920	192,588
	02063 - Traffic Signal Improvements	2,484	311,788	314,272
	11021 - Drainage Maintenance	-	3,528	3,528
	13029 - Rodgers Drive Repair	-	6,396	6,396
	Information Technology Improvements:			
	02055 - Geographic Information System (GIS)	-	52,284	52,284
	02056 - Local Area Network (LAN) Upgrades	-	59,436	59,436
	02057 - Microcomputer / Printer Replacements	-	26,047	26,047
	02094 - Document Management	-	83,086	83,086
	04027 - AS/400 Computer Upgrades	-	12,424	12,424
	04047 - AccessFayetteville Technical Improvement	47,862	39,607	87,469
	05055 - Software Upgrades - City Wide	-	14,456	14,456
	07010 - Budgeting & Planning Software System	-	48,554	48,554
	08025 - Time and Attendance	-	17,000	17,000
	09031 - Storage Area Network (SAN)	-	20,624	20,624
	10013 - IT Assessment and Project Management	26,264	20,589	46,853
	13006 - Data Center Relocation	-	2,568	2,568

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	13007 - Enterprise Data Warehouse System	-	97,000	97,000
	13008 - ERP Upgrade/Replacement	-	1,221,680	1,221,680
	14001 - Project Management Services (IT)	19,940	-	19,940
	Bridge & Drainage Improvements:			
	02097 - Stormwater Quality Management	164,524	128,262	292,786
	02108 - Other Drainage Improvements	-	916,402	916,402
	03005 - State Bridge Cost Sharing Program	-	475,906	475,906
	10014 - Lake Wilson Spillway Repair	-	35,180	35,180
	Street Improvements:			
	02116 - Street ROW / Intersection / Cost Sharing	250,000	103,959	353,959
	06008 - Ruppel Road - Wedington to Mt. Comfort	-	297,213	297,213
	06035 - Transportation Bond Street Improvements	425,015	483,474	908,489
	10011 - Old Wire Road-Mission to Crossover	-	517,192	517,192
	11027 - AHTD Reimbursements Highway 16 East	-	9,312	9,312
	12010 - Zion Road - Vantage to Crossover	24,817	60,183	85,000
	14021 - Transportation Master Plan	-	500,000	500,000
5400 - Water & Sewer				
	Water & Sewer Improvements:			
	02017 - Sanitary Sewer Rehabilitation	431,125	2,675,123	3,106,248
	02067 - Water and Sewer Cost Sharing	98,949	-	98,949
	04020 - Water Line Projects As Needed	5,185	59,999	65,184
	04039 - Water Impact Fee Cost Sharing Projects	-	595,594	595,594
	08072 - Hwy 265 Water/Swr Relocate & 36" Wtr Lin	-	9,659	9,659
	10005 - South Mtn Pump Station Repair & Replace	-	73,596	73,596
	10006 - Benson Mountain Pressure Plane Upgrade	-	325,000	325,000
	10007 - W/S Improvements Defined by Study	107,569	610,726	718,295
	10010 - Sewer Replace - Elkins Outfall Line	-	10,000	10,000
	11010 - Irrigation Reels - WWTP	157,320	87,340	244,660
	11011 - Water/Sewer Relocations - Bond Projects	1,126,415	132,619	1,259,034

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	11012 - Waterline - Huntsville (265 - Van Hoose)	-	107,070	107,070
	11013 - Wetlands Bank Construction	-	350,000	350,000
	11014 - White River NPDES UAA and APCEC Action	66,872	14,997	81,869
	12009 - Water System Rehabilitation/Replacement	-	1,448,082	1,448,082
	13018 - Wastewater Treatment/Water Quality Imps	195,705	1,065,757	1,261,462
	14011 - Fire Alarm System for W/S Ops	10,488	14,024	24,512
	14012 - Rain Garden Project Grant	-	17,800	17,800
	14015 - Regional Park Waterlines	30,939	1,494,280	1,525,219
	14018 - Sewer Rehabilitation - Ramsey/Overcrest	206,360	-	206,360
	Wastewater Treatment Improvements:			
	02032 - W.W.T.P. Building Improvements	-	94,197	94,197
	02068 - Upgrade/Replace Lift Stations - W.W.T.P.	17,349	81,351	98,700
	02069 - Plant Pumps and Equipment - W.W.T.P.	95,693	119,131	214,824
	10008 - Disinfection System Replacement (UV)	1,757,423	86,335	1,843,758
	10027 - Phosphorus Standards Management	-	41,294	41,294
	Water & Sewer Services Improvements:			
	02064 - Water & Sewer Rate/Operations Study	-	140,078	140,078
	02065 - Water Meters	-	365,369	365,369
	02066 - Backflow Prevention Assemblies	-	53,190	53,190
	03038 - Business Office Improvements	-	73,882	73,882
	13016 - Business Office Technology Improvements	-	45,000	45,000
	13017 - Business Office Printer Replacements	-	30,000	30,000
	13019 - Water/Sewer Equipment Expansions	-	199,703	199,703

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	Bridge & Drainage Improvements:			
	11020 - FEMA Flood Damage (Project Worksheets)	-	-	-
	Street Improvements:			
	06035 - Transportation Bond Street Improvements	84,936	50,644	135,580
	Citywide Improvements:			
	09028 - Fiber Optic Cable	-	56,491	56,491
	Capital Water Mains (5600):			
	14010 - Baxter Water Tanks Painting	-	850,000	850,000
	5500 - Recycling & Trash Collection			
	Other Capital Improvements:			
	13030 - Access Control & Security System	-	1,757	1,757
	Recycling & Trash Collection Improvements:			
	07012 - Materials Recovery Facility Improvements	-	71,596	71,596
	09013 - Transfer Station Improvements	-	13,370	13,370
	09019 - Recycling Containers ADEQ Grant Purchase	-	42,167	42,167
	10001 - Solid Waste Compactors	-	305,894	305,894
	10002 - Compost Site Slab Expansion	-	480,330	480,330
	10003 - Westside Recycling Drop Off Facility	-	42,502	42,502
	10004 - Solid Waste Commercial Rate Study	-	110,000	110,000
	12004 - Recycling Drop Off Fac (North/Central)	-	591,000	591,000
	13021 - Solid Waste Office & Trans Station Exp	198,575	610,270	808,845
	13022 - Solid Waste MadVac	-	40,000	40,000
	14019 - Waste Reduction & Recycling Plan	264,890	-	264,890
	Citywide Improvements:			
	09028 - Fiber Optic Cable	-	106,788	106,788

2015 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
	5550 - Airport			
	Other Capital Improvements:			
	13030 - Access Control & Security System	-	1,046	1,046
	Aviation Improvements:			
	05046 - Airport Expansion Equipment (AIP#21 REV)	-	40,018	40,018
	13023 - Airport ARFF Personal Protective Gear	-	1,470	1,470
	13025 - Airport Roof Replacements	-	101,000	101,000
	13026 - Airport Self Serve Station Upgrade	-	10,000	10,000
	13027 - Airport Fire Sprinkler Repl White Hangar	-	65,000	65,000
	14014 - Airport Terminal Apron Rehabilitation	15,719	-	15,719
	9700 - Shop			
	Other Capital Improvements:			
	12007 - Shop Improvements	1,742	243,210	244,952
	Vehicles & Equipment Improvements:			
	02076 - Fleet - Backhoes / Loaders	151,134	303,366	454,500
	02077 - Fleet - Construction Equipment	-	28,761	28,761
	02078 - Fleet - Light / Medium Utility Vehicles	51,416	409,762	461,178
	02079 - Fleet - Heavy Utility Vehicles	415,137	3,863	419,000
	02080 - Fleet - Other Vehicles / Equipment	60,450	252,781	313,231
	02081 - Fleet - Police / Passenger Vehicles	-	344,650	344,650
	02082 - Fleet - Recycling/Trash Vehicles/Equip	487,911	387,925	875,836
	02083 - Fleet - Tractors / Mowers	-	153,526	153,526
4 - CIP Total		8,726,967	34,622,059	43,349,026
Grand Total		22,789,092	63,392,296	86,181,388



City of Fayetteville, Arkansas

Tentative Agenda
January 20, 2015
Page 440 of 450

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323

Text File

File Number: 2015-0008

Agenda Date: 1/20/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C. 6

ENACT ARTICLE III PROCEDURE TO EXERCISE INITIATIVE AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS:

AN ORDINANCE TO ENACT ARTICLE III **PROCEDURE TO EXERCISE INITIATIVE AND REFERENDUM RIGHTS** OF CHAPTER 36: **ELECTIONS** INTO THE FAYETTEVILLE CODE TO CLARIFY THE PROPER PROCEDURE FOR THE CITIZENS' RIGHT OF THE INITIATIVE AND REFERENDUM

WHEREAS, Amendment 7 of the Arkansas Constitution (now codified as **Article 5 § 1**) states: "Municipalities may provide for the exercise of the initiative and referendum as to their local legislation;" and

WHEREAS, the State Legislature has been granted express authority to provide "for the exercise of the initiative and referendum as to counties," (**Amendment 7 of the Arkansas Constitution**) and has enacted A.C.A. § 14-14-917 **Initiative and referendum elections** to provide for the proper exercise of the initiative and referendum for county ordinances; and

WHEREAS, the lack of clarity for proper municipal referendum procedure led to litigation against Mayor Jordan, the City Council and City Clerk Sondra Smith after she certified the last referendum petition for a special election; and

WHEREAS, this litigation can be avoided in the future if the City enacts proper procedures modeled upon long established state law for state and county initiatives and referendums.

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 enacts Article III **Procedure To Exercise Initiative and Referendum Rights** of Chapter 36: **Elections** into the Fayetteville Code to clarify the proper procedure for the citizens' right of the initiative and referendum for municipal legislation as follows:

"Article III **Procedure To Exercise Initiative And Referendum Rights**

§ 36.20 **Initiative and Referendum Petitions**

Pursuant to **Article 5 § 1 of the Arkansas Constitution**, the City establishes the following procedure for

the exercise of the citizens' right of the initiative and referendum of city legislation.

(a) Petitions Must Be Submitted To City Attorney For Certification Or Correction.

Before any initiative or referendum petition ordering a vote upon any municipal legislation shall be circulated to obtain signatures, the sponsor shall submit the original draft of the petition with the attached legislation to the City Attorney with any proposed legislative or ballot title.

(b) Review And Certification Or Correction Within Two Business Days.

(1) Within two business days, the City Attorney shall approve and certify or shall substitute and certify a more suitable and correct petition and/or ballot title.

(2) The City Attorney shall ensure the form of any initiative petition complies with A.C.A. § 7-9-104.

(3) The City Attorney shall ensure the form of any referendum petition complies with A.C.A. § 7-9-105.

(4) The City Attorney shall ensure that any ballot title conforms with A.C.A. § 14-14-917 (d) and A.C.A. § 7-9-107 (c) so as not to be misleading to voters.

(c) Appeal To Circuit Court.

If the City Attorney fails to act within two business days after receipt of the proposed initiative or referendum petition or if the sponsors feel aggrieved by the City Attorney's actions or proposal, they may immediately file suit in the Washington County Circuit Court.

(d) Extension Of Time For Petitioners May Be Granted By Circuit Court.

If the Circuit Court grants the sponsors their requested relief related to the proper form of the petition or ballot title, the time when the referendum petitions must be filed shall be extended until 31 days after the Court's decision is announced as long as **Article 5 § 1 of the Arkansas Constitution's** provision of a maximum 90 days after the passage of the legislature is not violated."

Legistar ID No.: 2015-0008

AGENDA REQUEST FORM

FOR: City Council Meeting of January 20, 2015

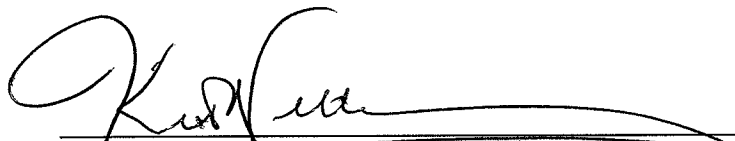
FROM:

City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO ENACT ARTICLE III PROCEDURE TO EXERCISE
INITIATIVE AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS
INTO THE FAYETTEVILLE CODE TO CLARIFY THE PROPER PROCEDURE
FOR THE CITIZENS' RIGHT OF THE INITIATIVE AND REFERENDUM

APPROVED FOR AGENDA:


City Attorney Kit Williams

January 2, 2015
Date

Paul a. Becker
Paul Becker, Finance Director

JANUARY 5, 2015
Date

Don Marr
Don Marr, Chief of Staff

1/5/2015
Date

Lionel Jordan
Mayor Lioneld Jordan

1/6/15
Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor
City Council

FROM: Kit Williams, City Attorney

DATE: December 23, 2014

RE: **Avoiding future litigation over ballot language for initiated or referred local legislation**

Prior to the recent referendum concerning the Civil Rights Administration ordinance, Fayetteville had not been forced into any litigation over a referendum's or initiative's proposed ballot language. Referral of the Road Impact Fee and Smoking Ordinance complied with the tests set forth for state legislation referendums and initiatives {A.C.A. § 7-9-107 (c)} and the forms set forth for county ordinances {A.C.A. § 14-14-917 (d)}. However, neither of these statutes are controlling over the referendum or initiative of city ordinance because Amendment 7, now codified as **Article 5 § 1** of the **Arkansas Constitution** places procedural power in the City Council.

"Municipalities may provide for the exercise of the initiative and referendum as to their local legislation."

This is only a general grant of procedural power to municipalities which must still follow other provisions of the **Arkansas Constitution** regarding how many signatures of local voters need to be obtained and the time period for the petition sponsors to gather such signatures. Other constitutional procedures including submission of the petitions of the City Clerk, the Clerk's examination and decision regarding the petition's

sufficiency and the granting of additional time to the sponsors must be followed and cannot be varied by local legislation.

In order to avoid future litigation, to bring our procedure in line with state and county referendums and initiatives, and to eliminate potentially misleading wording in referendums rejected by state law {A.C.A. § 7-9-107 (c)}, I have drafted a proposed new section to be enacted into **Chapter 36: Elections of the Fayetteville Code**. This proposal is attached to this memo.

This proposed ordinance is one of the rare times that I believe it is appropriate to have any legislation proposed by an elected official other than an Aldermen or the Mayor (through his staff). I believe I am empowered to present such ordinance because it concerns a legal issue for the **Fayetteville Code** and especially because it generated litigation in which Fayetteville was recently sued by opponents of a referendum in Circuit Court. That suit brought to my attention the need for local legislation as authorized by **Article 5 § 1** of the **Arkansas Constitution** to clarify proper procedure and wording of any initiative or referendum of local legislation.

As you see, I placed a difficult, but obtainable burden on myself and my successors as Fayetteville City Attorney to quickly examine, analyze and either certify or correct any proposed initiative or referendum petition within two business days. Such rapid analysis is always necessary for referendum petitions and could be necessary for initiative petitions.

Please review my proposed ordinance and let me know if you believe changes, additions or deletions would be advisable. I plan to submit this with the Tentative Agenda for the January 20th City Council meeting.

§ 7-9-104. Form of initiative petition -- Sufficiency of signatures.

(a) The petition for an ordinance, act, or amendment proposed by initiative shall be on substantially the following form:

Initiative Petition

(b) The information provided by the person on the petition may be used as evidence of the validity or invalidity of the signature. However, if a signature of a registered voter on the petition is sufficient to verify the voter's name, then it shall not be adjudged invalid for failure to sign the name or write the residence and city or town of residence exactly as it appears on voter registration records, for failure to print the name in the space provided, for failure to provide the correct date of birth, nor for failure to provide the correct date of signing the petition, all the information being an aid to verification rather than a mandatory requirement to perfect the validity of the signature.

(c) No additional sheets of voter signatures shall be attached to any petition unless the sheets contain the full language of the petition.

(d) (1) The signature section of the petition shall be formatted and shall contain the number of signature lines prescribed by the Secretary of State.

(2) Before the circulation of a statewide petition for signatures, the sponsor shall file a printed petition part with the Secretary of State in the exact form that will be used for obtaining signatures.

§ 7-9-105. Form of referendum petition -- Sufficiency of signatures.

(a) The petition and order of referendum for an ordinance or act shall be on substantially the following form:

Referendum Petition

(b) The information provided by the person on the petition may be used as evidence of the validity or invalidity of the signature. However, if a signature of a registered voter on the petition is sufficient to verify the voter's name, then it shall not be adjudged invalid for failure to sign the name or write the residence and city or town of residence exactly as it appears on voter registration records, for failure to print the name in the space provided, for failure to provide the correct date of birth, nor for failure to provide the correct date of signing the petition, all of that information being an aid to verification rather than a mandatory requirement to perfect the validity of the signature.

(c) No additional sheets of voter signatures shall be attached to any petition unless the sheets contain the full language of the petition.

(d) (1) The signature section of the petition shall be formatted and shall contain the number of signature lines as prescribed by the Secretary of State.

(2) Before the circulation of a statewide petition for signatures, the sponsor shall file a printed petition part with the Secretary of State in the exact form that will be used for obtaining signatures.

§ 7-9-107. Approval of ballot titles and popular names of petitions prior to circulation -- Publication.

(a) Before any initiative or referendum petition ordering a vote upon any amendment or act shall be circulated for obtaining signatures of petitioners, the sponsors shall submit the original draft to the Attorney General, with a proposed legislative or ballot title and popular name.

(b) Within ten (10) days, the Attorney General shall approve and certify or shall substitute and certify a more suitable and correct ballot title and popular name for each amendment or act. The ballot title so submitted or supplied by the Attorney General shall briefly and concisely state the purpose of the proposed measure.

(c) If, as a result of his or her review of the ballot title and popular name of a proposed initiated act or a proposed amendment to the Arkansas Constitution, the Attorney General determines that 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, the Attorney General may reject the entire ballot title, popular name, and petition and state his or her reasons therefor and instruct the petitioners to redesign the proposed measure and the ballot title and popular name in a manner that would not be misleading.

(d) If the Attorney General refuses to act or if the sponsors feel aggrieved at the Attorney General's acts in such premises, the sponsors may, by petition, apply to the Supreme Court for proper relief.

§ 14-14-917. Initiative and referendum elections.

(d) **Ballot Specifications for Initiative and Referendum Measures.** Upon receipt of any initiative or referendum measure certified as sufficient by a county clerk, it shall be the duty of the members of the county board of election commissioners to take due cognizance and to certify the results of the vote cast thereon. 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. _____"

In arranging the ballot title on the ballot, the commissioners shall place it separate and apart from the ballot titles of the state acts, constitutional amendments, and the like. If the board of election commissioners fails or refuses to submit a proposed initiative or referendum ordinance when it is properly petitioned and certified as sufficient, the qualified electors of the county may vote for or against the ordinance or measure by writing or stamping on their ballots the proposed ballot title, followed by the word "FOR" or "AGAINST", and a majority of the votes so cast shall be sufficient to adopt or reject the proposed ordinance.

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

CHAPTER 36: ELECTIONS

**ARTICLE I
GENERAL PROVISIONS**

**36.01 Initiative Petitions; When To Be
Filed**

All municipal initiative petitions shall be filed pursuant to Amendment 7 of the Constitution of the State of Arkansas found in Article 5 §1 of the Arkansas Constitution. These initiative petitions shall be filed no later than 83 days before the general election date.

(Code 1965, §2-22.1; Ord. No. 2472, 10-3-78; Code 1991, §36.01; Ord. 5528, 9-18-12)

State law reference(s)--Form of initiative petition--sufficiency of signatures, A.C.A. §7-9-104.

36.02-36.14 Reserved

**ARTICLE II
REFERENDUMS**

36.15 When Petition 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.

(Code 1965, §2-19; Ord. No. 588, 12-21-25; Code 1991, §36.15)

State law reference(s)--Form of referendum petition--sufficiency of signatures, A.C.A. §7-9-105(a).

36.16 – 36.99 Reserved

ORDINANCE NO. _____

AN ORDINANCE TO ENACT ARTICLE III PROCEDURE TO EXERCISE INITIATIVE AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS INTO THE FAYETTEVILLE CODE TO CLARIFY THE PROPER PROCEDURE FOR THE CITIZENS' RIGHT OF THE INITIATIVE AND REFERENDUM

WHEREAS, Amendment 7 of the Arkansas Constitution (now codified as **Article 5 § 1**) states: "Municipalities may provide for the exercise of the initiative and referendum as to their local legislation;" and

WHEREAS, the State Legislature has been granted express authority to provide "for the exercise of the initiative and referendum as to counties," (**Amendment 7 of the Arkansas Constitution**) and has enacted A.C.A. § 14-14-917 **Initiative and referendum elections** to provide for the proper exercise of the initiative and referendum for county ordinances; and

WHEREAS, the lack of clarity for proper municipal referendum procedure led to litigation against Mayor Jordan, the City Council and City Clerk Sondra Smith after she certified the last referendum petition for a special election; and

WHEREAS, this litigation can be avoided in the future if the City enacts proper procedures modeled upon long established state law for state and county initiatives and referendums.

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 enacts **Article III Procedure To Exercise Initiative and Referendum Rights** of Chapter 36: **Elections** into the Fayetteville Code to clarify the proper procedure for the citizens' right of the initiative and referendum for municipal legislation as follows:

Page 2
Ordinance No.

“Article III Procedure To Exercise Initiative And Referendum Rights

§ 36.20 Initiative and Referendum Petitions

Pursuant to **Article 5 § 1 of the Arkansas Constitution**, the City establishes the following procedure for the exercise of the citizens’ right of the initiative and referendum of city legislation.

(a) *Petitions Must Be Submitted To City Attorney For Certification Or Correction.*

Before any initiative or referendum petition ordering a vote upon any municipal legislation shall be circulated to obtain signatures, the sponsor shall submit the original draft of the petition with the attached legislation to the City Attorney with any proposed legislative or ballot title.

(b) *Review And Certification Or Correction Within Two Business Days.*

(1) Within two business days, the City Attorney shall approve and certify or shall substitute and certify a more suitable and correct petition and/or ballot title.

(2) The City Attorney shall ensure the form of any initiative petition complies with A.C.A. § 7-9-104.

(3) The City Attorney shall ensure the form of any referendum petition complies with A.C.A. § 7-9-105.

(4) The City Attorney shall ensure that any ballot title conforms with A.C.A. § 14-14-917 (d) and A.C.A. § 7-9-107 (c) so as not to be misleading to voters.

(c) *Appeal To Circuit Court.*

If the City Attorney fails to act within two business days after receipt of the proposed initiative or referendum petition or if the sponsors feel aggrieved by the City Attorney’s actions or proposal, they may immediately file suit in the Washington County Circuit Court.

(d) *Extension Of Time For Petitioners May Be Granted By Circuit Court.*

If the Circuit Court grants the sponsors their requested relief related to the proper form of the petition or ballot title, the time when the referendum petitions must be filed shall be extended until 31 days after the Court’s decision is

Page 3
Ordinance No.

announced as long as **Article 5 § 1 of the *Arkansas Constitution***'s provision of a maximum 90 days after the passage of the legislature is not violated."

PASSED and **APPROVED** this 20th day of January, 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Agenda Session

1-13-15

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323



Meeting Agenda - Tentative Agenda

Tuesday, January 20, 2015

5:30 PM

City Hall Room 219

City Council

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2014-0489 Election of Vice Mayor

Legislative History

1/7/15

City Council

tabled

This presentation was tabled to the February 3, 2015 City Council meeting.

2. 2014-0491 State of the City Address - Mayor Lioneld Jordan

Agenda Additions:

A. Consent:

- A.1 2014-0493 Approval of the January 6, 2015 City Council meeting minutes.

- A.2 2014-0582 RJN GROUP, INC. SANITARY SEWER EVALUATION STUDY :

A RESOLUTION TO APPROVE A CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$891,251.00 FOR A SANITARY SEWER EVALUATION STUDY FOR BASINS SFM-05 AND SFM-18/19, AND AN AMOUNT NOT TO EXCEED \$225,000.00 FOR THE DESIGN OF RECOMMENDED IMPROVEMENTS IDENTIFIED BY THE STUDY

Attachments:2014-0582 RJN Contract 122914

~~A. 3~~

2014-0583

GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$149,900.00 FOR ENGINEERING DESIGN AND CONSTRUCTION OBSERVATION FOR THE PAINTING OF THE EXTERIOR AND INTERIOR OF THE 5 MILLION GALLON BAXTER WATER TANK AND THE MOUNT SEQUOYAH WATER TANK, AND FOR THE DEMOLITION AND SALE OF THE 1 MILLION GALLON BAXTER WATER TANK

Attachments:2014-0583 Garver Contract 122914~~A. 4~~

2014-0587

BID #15-01 ASPHALT STRIPING SERVICE, LLC:

A RESOLUTION TO AWARD BID #15-01 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM ASPHALT STRIPING SERVICE, LLC IN VARIABLE AMOUNTS FOR THE TRANSPORTATION DIVISION AS NEEDED THROUGH THE END OF 2015

Attachments:2014-0587 Bid 15-01 ReflectORIZED Paint Markings~~A. 5~~

2014-0595

BID #15-02 CURB AND GUTTER CONSTRUCTION PURCHASE:

A RESOLUTION TO AWARD BID #15-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY

Attachments:2014-0595 Bid 15-02 Curb & Gutter~~A. 6~~

2014-0591

BID #15-03 HILLSIDE GRAVEL PURCHASE:

A RESOLUTION TO AWARD BID #15-03 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION AS SECONDARY SUPPLIER FOR MATERIALS PICKED UP, AND FROM SWEETSER CONSTRUCTION AS PRIMARY SUPPLIER AND LES ROGERS, INC. AS SECONDARY SUPPLIER FOR MATERIALS DELIVERED FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0591 Bid 15-03 Hillside Gravel

A. 7 ✓

2014-0592

BID #15-04 S & R TRUCKING TRUCK HAULING SERVICES:

A RESOLUTION TO AWARD BID #15-04 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM S & R TRUCKING FOR VARIABLE UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0592 Bid 15-04 Truck Hauling Services

A. 8 ✓

2014-0593

BID #15-05 CONCRETE PURCHASE:

A RESOLUTION TO AWARD BID #15-05 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC-CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0593 Bid 15-05 Concrete

A. 9 ✓

2014-0599

BID #15-06 AGGREGATE MATERIALS PURCHASE:

A RESOLUTION TO AWARD BID #15-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0599 Bid 15-06 Aggregate Materials

A. 10 ✓

2015-0009

BID #15-08 PLASTIC DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2015-0009 Bid 15-08 plastic drainage pipe

~~A. 11~~ 2014-0597 BID #15-09 CONCRETE DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES AS PRIMARY SUPPLIER AND HANSON PIPE AS SECONDARY SUPPLIER FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:

2014-0597 Bid 15-09 Concrete Drainage Pipe

~~A. 12~~ 2014-0588 BID #15-10 TOPSOIL PURCHASE:

A RESOLUTION TO AWARD BID #15-10 AND AUTHORIZE THE PURCHASE OF TOPSOIL FROM LES ROGERS, INC. IN THE AMOUNT OF \$12.40 PER CUBIC YARD IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:

2014-0588 Bid 15-10 Screened Topsoil

~~AL 13~~ 2014-0590 BID #15-11 FLINT TRADING, INC.:

A RESOLUTION TO AWARD BID #15-11 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM FLINT TRADING, INC. FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:

2014-0590 Bid 15-11 Preformed Thermoplastic Pavement Markings

~~A. 14~~ 2014-0596 BID #15-12 RETAINING WALL BLOCKS PURCHASE:

A RESOLUTION TO AWARD BID #15-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FROM ARROWHEAD PRECAST, LLC AS PRIMARY SUPPLIER AND INDUSTRIAL PRECAST, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:

2014-0596 Bid 15-12 Retaining Wall Blocks

- A. 15 ✓ 2015-0005 BID #15-14 WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS:

A RESOLUTION TO AWARD BID #15-14 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN THE AMOUNT OF \$10.00 PER LOAD AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:

2015-0005 Bid 15-14 Waste Disposal for Construction Debris

- A. 16 ✓ 2015-0012 ENVIRONMENTAL CONSULTING OPERATIONS, INC., AMENDMENT NO. 1 AND ONE YEAR RENEWAL:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT AND TO AUTHORIZE AN EXTENSION OF THE AMENDED CONTRACT THROUGH 2015 IN THE AMOUNT OF \$50,766.00

Attachments:

2015-0012 Resolution Request

012015-ECO WWP Amnd No 1

- A. 17 ✓ 2015-0002 PLANTE AND MORAN, PLLC:

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH PLANTE AND MORAN, PLLC FOR INFORMATION TECHNOLOGY SERVICES THROUGH JUNE 5, 2015 IN THE AMOUNT OF \$90,090.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

2015-0002 Agenda Item Info

2015-0002 Agenda Item Info #2 continued

BA2015 IT CONTRACT SERVICES

B. Unfinished Business:

B. 1 2014-0572 RZN 14-4864 KOUTROUMBIS APPEAL:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4864, FOR APPROXIMATELY 0.26 ACRES, LOCATED AT 232 WEST ASH STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, TO RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

Attachments:14-4864 CC Packet14-4864 CC ORD**Legislative History**

1/6/15

City Council

left on first reading

This Ordinance was left on the first reading at the January 6, 2015 City Council meeting.

B. 2 2014-0576 AMEND CHAPTERS 151, 161, 162 and 166 (ADM 14-4896 UDC AMENDMENT SMALL-SCALE PRODUCTION):

AN ORDINANCE AMENDING TITLE IV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 151, 161, 162 AND 166 TO CREATE A NEW USE UNIT FOR SMALL SCALE PRODUCTION INCLUDING BOUTIQUE AND SPECIALTY MANUFACTURING AND TO PLACE THIS NEW USE UNIT IN APPROPRIATE ZONING DESIGNATIONS

Attachments:14-4896 CC packetAdditional Exhibit A ADM 14-489614-4896 CC ORD**Legislative History**

1/6/15

City Council

left on first reading

This ordinance was left on the first reading at the January 6, 2015 City Council meeting.

C. New Business:**C. 1** 2014-0586 ASPHALT MATERIALS PURCHASE:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING CALENDAR YEAR 2015 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

Attachments:2014-0586 Asphalt Bid Waiver Request

C. 2

2014-0598

GORDON LONG PARK TRAILHEAD - TAP REVENUE:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR CONSTRUCTION OF RESTROOMS AND EXPANDED PARKING AT GORDON LONG PARK, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$260,000.00

Attachments:2014-0598 SRF - TAP Grant Revenue (Gordon Long Park Trailhead)2014-0598 BA - TAP Grant Revenue (Gordon Long Park Trailhead)

C. 3

2015-0007

ESRI, INC. ENTERPRISE LICENSE AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THREE YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$150,000.00 PAYABLE IN INSTALLMENTS OF \$50,000.00 PER YEAR FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

Attachments:Staff Review Form 2015-0007.pdf

C. 4

2015-0003

REPEAL AND REPLACE TITLE V PUBLIC WORKS AND AMEND CHAPTER 51 AND CHAPTER 10:

AN ORDINANCE TO REPEAL AND REPLACE TITLE V PUBLIC WORKS, ARTICLE III DISCHARGE AND PRETREATMENT REGULATIONS; TO AMEND SECTION § 51.137 MONTHLY SEWER RATES; TO AMEND § 51.138 DEFINITIONS PERTAINING TO WATER AND SEWER RATES; TO AMEND § 51.999 PENALTY; AND TO AMEND § 10.99 GENERAL PENALTY OF THE FAYETTEVILLE CODE

Attachments:2015-0003 Discharge and Pretreatment Regulation Changes A-III A-VEXHIBIT A & B

C. 5

2015-0010

AMEND THE 2015 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2015 ADOPTED BUDGET BY REAPPROPRIATING \$86,181,388.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

Attachments:2015-0010 REBUDGETS - COMPLETE PACKET 010715

**C. 6 2015-0008 ENACT ARTICLE III PROCEDURE TO EXERCISE INITIATIVE
AND REFERENDUM RIGHTS OF CHAPTER 36: ELECTIONS:**

AN ORDINANCE TO ENACT ARTICLE III PROCEDURE TO
EXERCISE INITIATIVE AND REFERENDUM RIGHTS OF
CHAPTER 36: ELECTIONS INTO THE FAYETTEVILLE CODE TO
CLARIFY THE PROPER PROCEDURE FOR THE CITIZENS'
RIGHT OF THE INITIATIVE AND REFERENDUM

Attachments: Agenda Packet Ord § 36.20

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

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

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

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

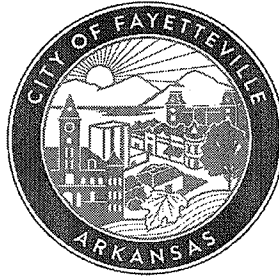
Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

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

Pre Agenda Meeting 1/7/15

City of Fayetteville, Arkansas

*113 West Mountain Street
Fayetteville, AR 72701
479-575-8323*



Meeting Agenda - Tentative Agenda

Tuesday, January 20, 2015

5:30 PM

City Hall Room 219

City Council

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Add — ~~2014-0491~~ *Election of Vice Mayor*
State of the City Address - Mayor Lioneld Jordan

Agenda Additions:

A. Consent:

~~2014-0493~~

Approval of the January 6, 2015 City Council meeting minutes.

~~2014-0582~~

RJN GROUP, INC. SANITARY SEWER EVALUATION STUDY :

A RESOLUTION TO APPROVE A CONTRACT WITH RJN GROUP, INC. IN THE AMOUNT OF \$891,251.00 FOR A SANITARY SEWER EVALUATION STUDY FOR BASINS SFM-05 AND SFM-18/19, AND AN AMOUNT NOT TO EXCEED \$225,000.00 FOR THE DESIGN OF RECOMMENDED IMPROVEMENTS IDENTIFIED BY THE STUDY

Attachments:

~~2014-0583~~

2014-0582 RJN Contract 122914

GARVER, LLC PROFESSIONAL ENGINEERING SERVICES AGREEMENT:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$149,900.00 FOR ENGINEERING DESIGN AND CONSTRUCTION OBSERVATION FOR THE PAINTING OF THE EXTERIOR AND INTERIOR OF THE 5 MILLION GALLON BAXTER WATER TANK AND THE MOUNT SEQUOYAH WATER TANK, AND FOR THE DEMOLITION AND SALE OF THE 1 MILLION GALLON BAXTER WATER TANK

Attachments:

2014-0583 Garver Contract 122914

change file
NB
2014-0586**ASPHALT MATERIALS PURCHASE:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING DURING CALENDAR YEAR 2015 FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE TRANSPORTATION DIVISION, BUT TO REQUIRE INFORMAL QUARTERLY BIDS OR QUOTES

Attachments:2014-0586 Asphalt Bid Waiver Request**2014-0587****BID #15-01 ASPHALT STRIPING SERVICE, LLC:**

A RESOLUTION TO AWARD BID #15-01 AND AUTHORIZE THE PURCHASE OF REFLECTORIZED PAINT MARKINGS FROM ASPHALT STRIPING SERVICE, LLC IN VARIABLE AMOUNTS FOR THE TRANSPORTATION DIVISION AS NEEDED THROUGH THE END OF 2015

Attachments:2014-0587 Bid 15-01 ReflectORIZED Paint Markings**2014-0595****BID #15-02 CURB AND GUTTER CONSTRUCTION PURCHASE:**

A RESOLUTION TO AWARD BID #15-02 AND AUTHORIZE THE PURCHASE OF CURB AND GUTTER CONSTRUCTION FROM FOCHTMAN ENTERPRISES, INC. AS A PRIMARY SUPPLIER AND TOMLINSON ASPHALT AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015, AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY

Attachments:2014-0595 Bid 15-02 Curb & Gutter**2014-0591****BID #15-03 HILLSIDE GRAVEL PURCHASE:**

A RESOLUTION TO AWARD BID #15-03 AND AUTHORIZE THE PURCHASE OF HILLSIDE GRAVEL FROM LES ROGERS, INC AS PRIMARY SUPPLIER AND SWEETSER CONSTRUCTION AS SECONDARY SUPPLIER FOR MATERIALS PICKED UP, AND FROM SWEETSER CONSTRUCTION AS PRIMARY SUPPLIER AND LES ROGERS, INC. AS SECONDARY SUPPLIER FOR MATERIALS DELIVERED FOR VARIABLE UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0591 Bid 15-03 Hillside Gravel

2014-0592

BID #15-04 S & R TRUCKING TRUCK HAULING SERVICES:

A RESOLUTION TO AWARD BID #15-04 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM S & R TRUCKING FOR VARIABLE UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0592 Bid 15-04 Truck Hauling Services

2014-0593

BID #15-05 CONCRETE PURCHASE:

A RESOLUTION TO AWARD BID #15-05 AND AUTHORIZE THE PURCHASE OF CONCRETE FROM TUNE CONCRETE COMPANY AS PRIMARY SUPPLIER AND APAC-CENTRAL AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0593 Bid 15-05 Concrete

2014-0599

BID #15-06 AGGREGATE MATERIALS PURCHASE:

A RESOLUTION TO AWARD BID #15-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0599 Bid 15-06 Aggregate Materials

2015-0009

BID #15-08 PLASTIC DRAINAGE PIPE PURCHASE:

A RESOLUTION TO AWARD BID #15-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FOR VARYING UNIT PRICES FROM VARIOUS VENDORS, AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2015-0009 Bid 15-08 plastic drainage pipe

~~2014-0597~~**BID #15-09 CONCRETE DRAINAGE PIPE PURCHASE:**

A RESOLUTION TO AWARD BID #15-09 AND AUTHORIZE THE PURCHASE OF CONCRETE DRAINAGE PIPE FROM SCURLOCK INDUSTRIES AS PRIMARY SUPPLIER AND HANSON PIPE AS SECONDARY SUPPLIER FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0597 Bid 15-09 Concrete Drainage Pipe~~2014-0588~~**BID #15-10 TOPSOIL PURCHASE:**

A RESOLUTION TO AWARD BID #15-10 AND AUTHORIZE THE PURCHASE OF TOPSOIL FROM LES ROGERS, INC. IN THE AMOUNT OF \$12.40 PER CUBIC YARD IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0588 Bid 15-10 Screened Topsoil~~2014-0590~~**BID #15-11 FLINT TRADING, INC.:**

A RESOLUTION TO AWARD BID #15-11 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM FLINT TRADING, INC. FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0590 Bid 15-11 Preformed Thermoplastic Pavement Markings~~2014-0596~~**BID #15-12 RETAINING WALL BLOCKS PURCHASE:**

A RESOLUTION TO AWARD BID #15-12 AND AUTHORIZE THE PURCHASE OF RETAINING WALL BLOCKS FROM ARROWHEAD PRECAST, LLC AS PRIMARY SUPPLIER AND INDUSTRIAL PRECAST, INC. AS SECONDARY SUPPLIER IN VARIABLE AMOUNTS AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2014-0596 Bid 15-12 Retaining Wall Blocks

2015-0005

**BID #15-14 WASTE DISPOSAL SERVICES FOR CONSTRUCTION
DEBRIS:**

A RESOLUTION TO AWARD BID #15-14 AND AUTHORIZE THE PURCHASE OF WASTE DISPOSAL SERVICES FOR CONSTRUCTION DEBRIS FROM S&R TRUCKING WINSLOW, LLC AND HOLTZCLAW EXCAVATING, INC. IN THE AMOUNT OF \$10.00 PER LOAD AS NEEDED THROUGH THE END OF CALENDAR YEAR 2015

Attachments:2015-0005 Bid 15-14 Waste Disposal for Construction Debris

2014-0598

GORDON LONG PARK TRAILHEAD - TAP REVENUE:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR CONSTRUCTION OF RESTROOMS AND EXPANDED PARKING AT GORDON LONG PARK, AND TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$260,000.00

Attachments:2014-0598 SRF - TAP Grant Revenue (Gordon Long Park Trailhead)2014-0598 BA - TAP Grant Revenue (Gordon Long Park Trailhead)

2015-0007

ESRI, INC. ENTERPRISE LICENSE AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A THREE YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$150,000.00 PAYABLE IN INSTALLMENTS OF \$50,000.00 PER YEAR FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

Attachments:Staff Review Form 2015-0007.pdf

2015-0012

ENVIRONMENTAL CONSULTING OPERATIONS, INC.:

A RESOLUTION TO APPROVE A ONE YEAR RENEWAL OF THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2015 IN THE AMOUNT OF \$50,766.00

Attachments:2015-0012 Resolution Request012015-ECO WWP Amnd No. 1

~~2015-0002~~**PLANTE AND MORAN, PLLC:**

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH PLANTE AND MORAN, PLLC FOR INFORMATION TECHNOLOGY SERVICES THROUGH JUNE 5, 2015 IN THE AMOUNT OF \$90,090.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0002 Agenda Item Info2015-0002 Agenda Item Info #2 continuedBA2015 IT CONTRACT SERVICES**B. Unfinished Business:**~~2014-0572~~**RZN 14-4864 KOUTROUMBIS APPEAL:**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4864, FOR APPROXIMATELY 0.26 ACRES, LOCATED AT 232 WEST ASH STREET FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, TO RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE

Attachments:14-4864 CC Packet14-4864 CC ORD

This Ordinance was left on the first reading at the January 6, 2015 City Council meeting.

~~2014-0576~~**Amend Chapters 151, 161, 162 and 166 (ADM 14-4896 UDC Amendment Small-Scale Production):**

AN ORDINANCE AMENDING TITLE IV: UNIFIED DEVELOPMENT CODE OF THE CITY OF FAYETTEVILLE, TO AMEND CHAPTERS 151, 161, 162 AND 166 TO CREATE A NEW USE UNIT FOR SMALL SCALE PRODUCTION INCLUDING BOUTIQUE AND SPECIALTY MANUFACTURING AND TO PLACE THIS NEW USE UNIT IN APPROPRIATE ZONING DESIGNATIONS

Attachments:14-4896 CC packetAdditional Exhibit A ADM 14-489614-4896 CC ORD

This ordinance was left on the first reading at the January 6, 2015 City Council meeting.

C. New Business:

2015-0010
*NB
next to last*

AMEND THE 2015 ADOPTED BUDGET:

A RESOLUTION TO AMEND THE 2015 ADOPTED BUDGET BY REAPPROPRIATING \$86,181,388.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

Attachments:

2015-0010 REBUDGETS - COMPLETE PACKET 010715

2015-0003

REPEAL AND REPLACE TITLE V PUBLIC WORKS AND AMEND CHAPTER 51 AND CHAPTER 10:

AN ORDINANCE TO REPEAL AND REPLACE TITLE V PUBLIC WORKS, ARTICLE III DISCHARGE AND PRETREATMENT REGULATIONS; TO AMEND SECTION § 51.137 MONTHLY SEWER RATES; TO AMEND § 51.138 DEFINITIONS PERTAINING TO WATER AND SEWER RATES; TO AMEND § 51.999 PENALTY; AND TO AMEND § 10.99 GENERAL PENALTY OF THE FAYETTEVILLE CODE

Attachments:

2015-0003 Discharge and Pretreatment Regulation Changes A-III A-V

MEMO TO CITY COUNCIL, MAYOR RE REVISION OF GENERAL PENALTY §

EXHIBIT A - ORD REVISING WASTEWATER DISCHARGE AND PRETREATM

EXHIBIT B - ORD REVISING WASTEWATER DISCHARGE AND PRETREATM

Add: Kit item last →

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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

All cell phones must be silenced and may not be used within the City Council Chambers.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

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

Old business and new business.

Presentations by staff and applicants. Agenda items shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, etc.) may present its proposal only during this presentation period, but may be recalled by an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

Courtesy and respect.

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

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

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



**State of the City
January 20, 2015
Mayor Lioneld Jordan**

Ladies and Gentlemen of the City Council, City Clerk Treasurer Sondra Smith, City Attorney Kit Williams, and my fellow citizens of Fayetteville, I am proud to report tonight that the state of our City is sound.

Arkansas law requires that I report to you on an annual basis, but this is more than a statutory obligation, it is a time-honored tradition and an opportunity to share our accomplishments as we outline some of the projects that continue to make our City a leader in the region and state.

It is also an opportunity to commend the work of this Council and our City employees, the women and men in charge of delivering city services with efficiency and integrity, representing a commitment that runs through this Administration - a belief that public service is a noble calling and that part of what makes Fayetteville special is helping our neighbors live a better, more comfortable, and more productive life. The services you provide every single day throughout Fayetteville have made us the safest and strongest large city in Arkansas, and you deserve our deep gratitude and respect. I am very proud of your hard work and shared commitment to our community.

Moreover, this City is what it is because our citizens are who they are. I am grateful for the ideas, energy, and participation of all Fayetteville residents who have made Fayetteville a top city in the nation to live, learn, work, and play.

It is a high honor for me to deliver the annual State of the City Address and to tell the story of our local government and its contributions to our community. You know I can't start without saying how much I love this city! I love this city, and I know you love it, too. Together we are building a bright future for our residents - all of them. We continue to have faith in our city that honors our heritage, works for today, invests in the future, and meets new challenges. We have done diligent work during the past year to preserve and

honor our heritage to provide outstanding services and build and maintain our City's physical and social infrastructure. Our record of public service and our agenda for the coming year both focus on public safety, economic prosperity, quality of life, and a responsive city government.

Toward that end, it is my pleasure to welcome two new elected officials as part of our City team – Fayetteville District Judge Bill Storey and Ward Four Alderman John La Tour. It is an honor to serve with you.

Honors and Recognition

We're about getting results, not about getting headlines, but I wish to note that the City of Fayetteville was recognized for numerous honors in 2014. I want to highlight a few in this report. City Clerk Sondra Smith served on several state boards and committees, including service as President of the Arkansas City Clerks, Records, and Treasurers Association; and she received the Municipal League's Adrian L. White Municipal Leadership Award and the Arkansas City Clerks, Records, and Treasurers Association Dedicated Service Award.

City Attorney Kit Williams not only provides wise legal advice to our City, he also provides broader public service as Chair of the Arkansas Chapter of the International Municipal Lawyers Association.

City staff members Fritz Gisler and Doug Bankston received EMMY® Awards for work on the *Recycle Something* campaign by our Media Services division, which also won three Telly Awards and three Communicator Awards for excellence in production, editing, and sound design.

Wilson Park was voted Northwest Arkansas's Best of the Best Parks, with Gulley Park receiving runner-up recognition. Fayetteville received 5 Bloom Awards in 2014 from America in Bloom and again received the Tree City USA Community annual award. Fayetteville was recognized as an "Arkansas Volunteer Community of the Year" for the 6th year in a row.

Arkansas Business again recognized Fayetteville for City of Distinction Awards, with The ARK Challenge mentorship-driven accelerator program for technology startups winning in the Workforce Development category. Honorable Mention awards went to The City of Fayetteville's My Fayetteville Services in the Technology Advancements award category and our purchase and plans for Mount Kessler Park in the Tourism Development category.

In 2014, Fayetteville was recognized in national publications as one of "America's Best Emerging Cities", as a "Best City for Global Trade" and one of the "50 Great Affordable College Towns" in the U.S., and one of the "50 U.S. Cities with the Most Doctoral Degree Holders." We were ranked 83rd in

Livability.com's recent list of Top 100 Top Places To Live, and *Travel & Leisure* listed Fayetteville as #7 in the nation on their America's Quirkiest Towns list.

Public Safety

Providing public safety is one of the most important responsibilities of city government, and assuring the safety of our citizens and their property is a fundamental element in our social contract. We are dedicated to having safe neighborhoods, business districts, and streets where all residents feel welcome and secure. Fayetteville is a city where our residents can proclaim with the poet Henry Wadsworth Longfellow, "I have an affection for a great city. I feel safe in the neighborhood of man, and enjoy the sweet security of the streets."

There has been continued growth in Fayetteville, leading to an increased demand for public services. In 2014, the Fayetteville Police Department's Central Dispatch Center received approximately 40,000 911 calls, which is an increase of 6% from 2013, and the police department responded to approximately 43,000 calls for service, which is an increase of 3.5% from 2013. In our Fire Department, there was a 10.5% increase in calls for service over 2013 and up 32.5% since 2010. This is more than 9,400 calls this year. There were 400 fire service calls for purposes such as checking smoke alarms, strange odors, or shutting off water.

To enhance community school safety, we made crosswalk improvements around school areas and installed crossing and PED poles, as well as intersection visibility improvements by increased clearing of roadside growth. The Fayetteville Police Department expanded its School Resource Officer (SRO) Program with the addition of three (3) officers to the Fayetteville Public School District.

Our Fayetteville Police Department Citizen's Police Academy continues to be a success. This free of charge, 10 week course allows community members to receive a stronger understanding of how their police department functions and operates.

HazMat Technicians helped facilitate and taught at the Arkansas HazMat Conference in Little Rock, we hosted a HazMat Drill at City Hospital and hosted a HazMat Drill at Baum Stadium parking lot with 8 other agencies. Our Fire Department conducted a Fayetteville Family Fire Safety Day again this year and, overall, had public education contact with 5,400 children and 1,200 adults in 2014. The Fire Marshal's Office performed 80 fire scene investigations in 2014 and over 1,300 building inspections. Fayetteville was again certified as a Firewise Community in 2014.

As a result of our outstanding commitment and performance, Fayetteville's ISO Rating Jumped from Class 4 to Class 2, which means not

only greater safety but also lower property insurance premiums for businesses and homeowners.

We continue to invest in our people and provide well-trained personnel and cost-efficient public safety services. I joined all of our City's Department & Division heads who attended FEMA's National Incident Management System training this year and received our emergency management certifications at the 100, 200, 300 and 400 levels. These City's Emergency Support Function leaders are designated in the Emergency Operations Plan.

The Fayetteville Police Department's 2014 Recruitment Plan focused on a commitment to positive recruitment, including participation in many career expos, educational recruitment initiatives, and the sponsoring of open houses and department tours. We changed our written entrance exam in an attempt to produce a higher percentage of women and minority police candidates. The Fayetteville Police Department continues to be involved in community outreach and educational programs. We also changed our Civil Service rules to begin attracting fire fighter candidates from a nationwide pool by adopting the national Candidate Physical Ability Test and National Testing Network exam systems.

In addition, we have made effective use of technology to improve public safety. The City added the Fayetteville Alert System to meet public demand for emergency alert services and accessibility of up-to-date notifications about municipal services and events. This project included development of a training manual and policy and an active public education campaign headed in-house by our Media Services Division. In addition, we installed the new MediaSense Recording System that can accurately capture all the voice media required by the Police Department and Judicial system.

Always seeking to provide more efficient services while operating within our budget, we have sought ways to enhance public safety while instituting new policies that save money without compromising our mission and have pursued outside funding to be even more effective.

In August, the Fayetteville Police Department worked with Fayetteville District Judge David A. Stewart on an order that allowed officers to utilize discretion as to whether or not a physical arrest is made or citation issued for most Class A misdemeanor offenses. This unprecedented order has reduced officers being taken off the streets for administrative paperwork and decreased taxpayer costs for booking fees. The District Court also completed a Courtroom automation technology upgrade and in 2015 will be upgrading security system automation and staff training.

We also saved approximately \$200,000 of our 2014 overtime budget for the Police department by utilizing time trades and creative staffing and scheduling techniques.

The Fayetteville Police Department was awarded and maintained 15 grants for law enforcement purposes with total grant funds in excess of one million dollars. These grants include funding from both state and federal sources for law enforcement activities ranging from drug enforcement, traffic enforcement, Internet crimes against children, school resource officers, law enforcement equipment, training, and officer safety. The Fayetteville Fire Department received an Assistance to Firefighters Grant of over \$120,000 from the Federal Emergency Management Agency for purchasing Wildland Firefighting protective gear for all firefighters.

The Police Department, in partnership with Project Right Choice of Northwest Arkansas, was awarded the First Place prize of \$10,000 in the Small Cities category by the U.S. Conference of Mayors for our Prescription Drug Abuse Prevention Program.

Cost savings with environmental benefits have also contributed to our efforts. In December 2014, the Police Department converted two of its marked patrol Chevy Tahoes to propane fuel and added a third hybrid vehicle to its fleet. In 2015, the Police Department will continue to explore hybrid or other alternative fuel vehicles when replacing or expanding its vehicle fleet.

In early 2015, we will acquire thirteen portable speed display signs. These traffic calming devices will be utilized primarily around the Fayetteville public schools to enhance traffic, pedestrian and child safety, and to serve as a reminder for motorists to travel at the posted speed limit. The Police Department plans to purchase Automated External Defibrillators (AED) for every marked patrol unit in 2015. Fayetteville officers are trained and recertified annually in CPR, and they are often the first emergency personnel to arrive on scene when someone is having a cardiac emergency.

Our support for our public safety personnel must not waiver. We will assure that they are compensated at market rates. In addition, we will be asking the Arkansas Legislature to amend the Workers Compensation coverage to include presumptive cancer coverage for firefighters and mental health benefits for first responders.

Economic Development

The City of Fayetteville defines economic development as the improved quality of life for all through the creation of opportunities, wealth, and prosperity and through strategies that sustain long-term economic viability. We believe in an open, inclusive and collaborative approach to economic

development, that citizens should have an active role in shaping economic development policies, and that everyone in Fayetteville has a voice, everyone can be included, and everyone participates in sustaining our community.

To that end, we chartered the Fayetteville Forward Economic Accountability Council in 2009, and it has done an outstanding job in shaping our plans and policies. Through Fayetteville Forward, hundreds of volunteers in the community have helped identify shared economic opportunities, helped determine our economic plan, and completed a variety of projects that have enhanced Fayetteville's economic vitality, such as the creation of the Gallery Guide and Local Foods Guide, policy support for the Green Economy, Heritage Tourism, and Inclusion of all residents. I ask that the FFEAC continue as a community volunteer organization that sponsors and manages projects, initiatives, and ideas that promote a vibrant economy for Fayetteville, meeting quarterly and making appropriate policy recommendations.

Our local economy has continued to grow in 2014, and two factors should help continue that trend in 2015. The recent drop in fuel prices to less than \$2.00 per gallon has allowed our residents to expand their budget in other areas and live a more full life while also helping city revenues when they shop and buy local. Another beneficial development was the overwhelming vote of the people for an overdue raise in the state minimum wage, providing more disposable income for hundreds of hourly workers who need it most.

While business decisions on location and expansion are ultimately the purview of the private sector, we must redouble our efforts to help grow good jobs in our City across every sector -- in tech, biotech and cleantech green jobs, in conservation and alternative energy, in tourism, in the arts, in retail goods and professional services that serve the needs of our community, in advanced manufacturing and construction, education, and in high quality health care -- all growing parts of our diverse economy, creating good-paying jobs for people from every background. Together we must seek ways that our local government policies might improve market access, transportation, telecommunications infrastructure, the education and skill level of the workforce, access to capital for start-ups and expansions, and the availability of affordable locations and facilities.

We processed 570 new business license applications and 2,569 renewal applications in 2014. For several years we have contracted for economic development assistance, but we have missed important opportunities, and I believe we can and must do more to be competitive in growing our local economy. I plan to appoint a Mayor's Council of Economic Advisers to work with me to enhance our efforts in economic development and pursue a city economic strategy that focuses on whole sectors of small businesses in emerging industries - from technology to green jobs, from food exports to local foods, from health services to advanced manufacturing - to develop a new

approach and increased efforts to help grow companies that can generate good jobs at decent wages, actively collaborating with and drawing on the resources of the community and the educational and research institutions in the city.

While we will seek to more effectively recruit and grow new businesses, we won't lose sight of the existing businesses, industries, and institutions that have made us the regional center of commerce and culture and that have been the traditional drivers of job growth in our city. We must seek and provide better opportunities for enhanced collaboration to grow local and existing small businesses and manufacturers. This includes drawing on the resources of the University of Arkansas, the Arkansas Research and Technology Park, the GENESIS Technology Incubator, and The ARK Challenge to further encourage good ideas to become productive realities in our local economy.

We will conduct a survey of business owners and employees to determine any necessary changes in our development code and process that can help businesses thrive and expand without undermining our smart growth policies. We will propose changes to the development codes to encourage existing vacant commercial buildings to be utilized for small-scale, light manufacturing businesses including micro-breweries. Discussions with small business owners indicate that there is a need for space for small start-up manufacturing businesses.

The City launched the State's first Property Assessed Clean Energy (PACE) Program in December 2014. PACE will benefit Fayetteville by creating jobs and stimulating the economy, generating significant economic development, protecting citizens from the rising cost of electricity and non-renewable fuels, providing citizens with options for financing improvements that are otherwise not available, providing a positive cash flow on energy improvements, increasing the value of real property, improving the state's air quality, conserving natural resources, and promoting energy independence and security for the local economy.

Building Our Infrastructure

We built this City on hard work, smart thinking, active citizen participation, and a strong public infrastructure.

Strategic investment in infrastructure produces a foundation for long-term smart growth, and our people deserve to see where their dollars are going and what infrastructure is being built.

We have continued to do more with less by securing all revenues available, exploring investment partnerships, embracing technology, making organizational changes that eliminate overlapping roles, and wisely managing

expenses. We are committed to the proposition that if we make city government more efficient, we make our community more sustainable.

In August of 2014, Fayetteville was certified as a 3-STAR Community and is now recognized nationally for community sustainability leadership. The Fayetteville community can be proud that we are the first community in Arkansas, and one of the first in the southern United States, to be certified as a STAR Community. The STAR Community Rating System is the nation's first comprehensive framework and certification program for evaluating local sustainability; encompassing economic, environmental and social performance measures. Local leaders use the rating system's evaluation measures to assess their current level of sustainability, set targets for moving ahead, and measure progress along the way.

We completed construction of the long-anticipated Highway 71B flyover bridge project, completed the widening of Garland Avenue, began construction on Van Asche Drive Extension, began construction on Razorback Road, began construction on Huntsville Road, completed the design and secured approval for restoration of the historic bridges on Maple and Lafayette streets, and began the design on Ruppel Road and Zion Road. We are installing median trees on the recently completed street improvement projects on Crossover Road and Garland Avenue.

We will complete revisions to the Minimum Street Standards and present it to the City Council for approval. We will begin construction of the Old Wire Road and Mission Boulevard intersection by mid-2015. We will begin construction of the Ruppel Road extension by mid-2015, restoration of the Maple and Lafayette Street Historic Bridges begins construction in 2015, and we will begin construction of Zion Road by the end of 2015.

The City's civic facility and parking deck construction on Spring Street is in progress with an anticipated completion date of October 2015, planned with and overlapping the Walton Arts Center's \$20 million expansion project. We continue to have positive benefits of having a paid parking program. It is not just generating revenue, it manages the flow of traffic and parking patterns that encourage people to visit the Downtown and Entertainment District areas and has opened up more parking availability for businesses and patrons.

We increased sidewalk construction to an all-time high of 21,449 linear feet, continuing our goals for improving school zone safety and better connectivity by linking segments of sidewalks throughout the City of Fayetteville. Major projects this year included Armstrong Avenue, Huntsville Road, Leverett Avenue, Sang Avenue, and Halsall Road, and we are beginning the design for the planned College Avenue improvements to begin in 2015, with construction in 2016.

Fayetteville now offers more than 50 miles of trails for all skill levels, with multiple trail systems. We completed 3.5 miles of new paved trails, including all Fayetteville sections of the Razorback Regional Greenway, 3 miles of new on-street bikeways and 2.5 miles of new bike lanes. Fayetteville received a bronze Bicycle Friendly Business designation in 2014 and a bronze award from the 2014 IMBA Model Trail Awards for outstanding mountain bike trails and locations. In 2015, we will construct an additional three miles of trails for segments of Town Branch and Clabber Creek Trails. We use only energy-saving LED lighting along new trails.

We replaced or installed over 9,100 feet of water pipe and replaced or installed over 2,700 feet of sewer pipe, thereby providing reliable water and sewer services, better water pressure, and a safe water supply for homes and businesses. The Baxter and Mount Sequoyah storage tanks are scheduled for refurbishment in 2015.

Fayetteville Water Works is now on reduced monitoring because past sample results for lead and copper have been well below the MCL. The West Side wastewater treatment facility is 100% compliant with the NPDES Discharge Monitoring requirements, while the Noland Wastewater Treatment Plant will report only three technical excursions due to a sampling/analysis error. In regard to air regulation compliance, ADEQ inspectors found the City to be in full compliance with applicable air emission regulations during the 2014 audit. Thirty City employees received new or next level Arkansas Department of Environmental Quality Solid Waste Operator Licenses.

The City of Fayetteville received recognition as an Arkansas Department of Environmental Quality ENVY Award finalist for natural channel stream restoration projects. We completed the new Drainage Criteria Manual, which includes a Chapter on Low Impact Development and new requirements for water quality and protection of property downstream from developments. We will do drainage improvements in the Washington Willow Historic District in 2015 at the upper Scull Creek area. We will begin City Plan 2035 during the summer of 2015. We will also be working to finalize a solid waste reduction, diversion, and recycling master plan.

We removed 10.84 tons of litter along city streets, and our street sweeping program removed over 1,300 tons of debris from City streets in 2014. This reduced the potential contamination of streams and other waterways throughout the city. We continued enhancement of the snow and ice control program by constantly updating equipment and materials.

The City of Fayetteville committed one million dollars toward the infrastructure cost for the Houses at Willow Bend in the 2015 through 2019 capital improvement plans. The second phase of the Wedington Neighborhood Plan rezonings has been completed. We adopted and will implement the 2014

National Electric Code for both commercial and residential construction. We processed and approved 755 building permits, including 1,229 new dwelling units and 513,565 square feet of non-residential space through the Planning Commission or administrative approval. We installed 52 access ramps to fully comply with the Americans With Disabilities Act. Code Compliance provided timely response to over 3,000 requests for service in 2014 to ensure a healthy and vibrant community.

We will continue to update the City's UDC and Growth and Development Policies—starting the update of the City's Comprehensive Plan 2030 with the adoption of a new plan in 2016. We will implement further action steps and ordinances from City Plan 2030 and our adopted neighborhood master plans.

City staff have actively pursued grant opportunities to supplement existing funds to increase infrastructure and services for the public. In that, we again have been very successful this year. We received new federal-aid transportation funding totaling \$3.2 million for federal fiscal years 2014 and 2015. We were awarded over \$585,000 through the Community Development Block Grant Program to provide housing rehabilitation, redevelopment, transportation and sub-recipient grants. The Community Development Transportation Program assisted 218 Fayetteville residents in the Taxi Program and Transit Program. The Housing Rehabilitation Program completed 29 rehabilitation projects, and the Redevelopment Program assisted another eight homeowners.

The Fayetteville Housing Authority did an excellent job renovating Hillcrest Towers, which improves the quality of life for its residents and makes improvements to our City's skyline.

The City secured a \$1.5 million matching grant from Walton Family Foundation, a \$300,000 donation from the Fayetteville Natural Heritage Association, and a conservation easement from the Northwest Arkansas Land Trust, and we successfully negotiated an important contribution to our infrastructure with the acquisition of 376 acres at Mount Kessler to preserve, protect, and provide access to this important ecological asset. Moreover, we completed a trailhead and new trail connections at Mount Kessler.

We also received a Walton Family Foundation grant for \$150,000 for the engineering and design of the Cato Springs Trail south from the Town Branch Trail to the new Regional Park and Kessler Mountain Reserve and a grant for \$815,000 for the construction of the Town Branch Trail from Walker Park east through Greathouse Park to the intersection with Tsa La Gi trail adjacent to Interstate 49. The City Council also approved the purchase of a 10.95 acre parcel of land adjacent to Gulley Park for expanding the park, with funding assistance from the Walton Family Foundation and Fayetteville Natural Heritage Association.

More than 750 native trees and shrubs were given away to city residents, providing them a hands-on opportunity for growing and maintaining our urban forest. A Keep America Beautiful / UPS Foundation Tree Planting Grant helped establish the City of Fayetteville's first community orchard.

We constantly look at improvements to make our public services more convenient and user friendly, and we have significantly increased customer service training in 2014. We look for ways to perform our tasks more efficiently in order to further save tax dollars. We have achieved success in this area in 2014, and we will continue growth in that success in 2015.

The City has worked diligently to increase public accessibility, increase staff customer service skills, and encourage public input on ways we as the municipal government can make Fayetteville stronger and assist us in identifying areas of needed repair. We also have increased our public education efforts and developed ways to further inform the public about Fayetteville and City services. We have provided additional information and online services on the City website, expanded our pay-online options on our website, and purchased a new content management system that will provide the public with a more user-friendly and audience-centered website for providing public services 24/7. The City's GIS division created My Fayetteville Services, an online portal to information important to neighborhood associations, residents, and businesses.

The Wastewater Treatment Division has saved about \$600,000 in public funds by using the biosolids drying operation as compared to landfilling costs. In-house engineering this year has saved \$200,000. Energy management during peak demand periods have resulted in a savings of over \$300,000. Wastewater Treatment prevented nearly 96% of the biosolids generated from being disposed of in a landfill, reducing costs (\$600,000) and truck travel (200,000 miles).

The City Facilities Management division has made great improvements to your public buildings and renovated, built, and remodeled facilities with excellent craftsmanship by our City employees. This division saved taxpayers tens of thousands of dollars by utilizing our staff in design, carpentry, painting, flooring, ceilings, heat and air, and electrical on our renovation, addition and maintenance projects. The savings result from eliminating consultant fees, overhead, profit, and general conditions that would be charged by a General Contractor or Construction Manager. The services performed by our dedicated staff not only has saved the City monies, but also provides a clean, safe work environment for all City employees and for the public.

Facilities Management has been separating metals out of construction debris, selling outdated tools and equipment on Gov-Deals, replacing defective

HVAC units with more efficient units as needed, replacing defective light fixtures with LED as needed, and replacing defective water heaters with more efficient tankless heaters.

We changed lighting in the Meadow Street Parking Deck to energy efficient LED lights. The City had an energy efficient lighting upgrade at the Recycling & Trash Division that will save over \$4,500 per year in electricity and maintenance costs, and we implemented Utility Bill Management Software to better track and reduce utility usage for over 400 monthly utility accounts related to the City. We completed a "no cost" light fixture de-lamping project in the airport terminal that is expected to save \$677 annually and additional lighting improvements are planned for 2015.

We have improved methods to pay utility bills, which has reduced the number of customers facing cut-off. Customers can now also pay a reconnection fee online, which has assisted with top customer service and satisfaction primarily due to the convenience.

In recognition of our dedication to accountability and efficiency, the City's department of finance received the Government's Finance Officers Association's Certificate of Achievement for Financial Reporting. Moreover, the City of Fayetteville's Fleets are rated in the top 50 Leading Fleets in the nation.

Building Our Community

The anthropologist Margaret Mead said a city must have a soul that brings past and present together, and it must be a place where groups of women and men are seeking and developing the highest things they know. That is Fayetteville.

Fayetteville is unique and unlike any place in the world, this is in large part because of our proud history and active present --and because of the people who make Fayetteville the great city that it is. Fayetteville is the city on the hill, and I like to think of that as a metaphor to the heights of goodness that run through our City like the slopes, ridges, and curves of the great Ozark Mountains. We have been known for our compassion, openness, free spirit, innovation, academic propensity, and respect for all people; and in our present and future we will continue to hold those mountain-top values.

Fayetteville has been designated as a Compassionate Community, and one reason for that became obvious as we initiated an important and valuable community conversation that educated not just our community but our State. Important discussions about opportunity and fairness have taken place that reflect our commitment to help secure the promise of life, safety, liberty, opportunity, justice, equality, and the pursuit of happiness for all. We are not a divided city like some argue, but what is revealed by the recent debates and

conversations about the City's Civil Rights Ordinance is that we are still Fayetteville—a vibrant community that welcomes open dialog about important issues.

I firmly believe that all of our residents are committed to equality and non-discrimination, and we have listened as some raised concerns about the specifics of the proposed ordinance. Let us address those issues, listen to the people, make the necessary technical changes, and craft a better ordinance for all in the future. As the Reverend Martin Luther King, Jr. said, "The time is always right to do what is right."

The City of Fayetteville is extremely grateful for the immense community support, and it is clear why we were named a Volunteer Community of the Year for the sixth consecutive year. We could not have done all we did without the generous participation of residents, from the Boy Scouts' trail construction to recycling education volunteerism. In the last reporting year, more than 36,000 volunteers gave over 685,000 hours of service to the community, which created an economic impact of almost 15.5 million dollars. Our outstanding public library recorded more than 12,000 volunteer hours. Fayetteville Volunteers spent 1,391 hours removing non-native invasive plant species and planting natives in Fayetteville parks, a value of \$36,830. Volunteers donated 5,574 hours, a value of \$125,415, to the Parks and Recreation Adopt-A-Park and Adopt-A-Trail programs this year. The SEFCC 3rd *Annual Celebrate Our Kids* banquet raised \$15,000 to maintain YRCC free programming, and donations will assist Parks and Recreation to replace the YRCC gym flooring in 2015, as well as upgrade gym lighting fixtures with LED lighting--a saving estimated at \$40,000. The Yvonne Richardson Community Center also received five grants totaling \$32,500.

Our Community Development division organized with community partners the fourth annual FEST of ALL—a celebration of the many cultures of the Ozarks and provides an opportunity for exposure to many individuals, organizations, groups, performers, artists and others in our region.

We are blessed with outstanding educational opportunities. The completion of the new Fayetteville High School campus will assure that we have the best public school system in the state, including all of our public schools and the public charter school. The continued enrollment growth at the University of Arkansas reflects our historic role in higher education as well as the University's goal to become a Top 50 public research university by 2021.

The Fayetteville Public Library circulations have increased by almost 2%, with digital items up 24%, and the use of 60+ online databases is up almost 30% from last year.

In 2014, the Fayetteville Public Library provided civic services such as tax forms, affordable healthcare insurance information, including online application assistance, and voter information such as ballot issue detail sheets, voting locations and sample ballots. Almost 1,400 people have attended 29 financial literacy events. Over 3,000 people attended events during the 5-day "True Lit" Fayetteville Literary Festival. The Library also hosted the largest ever FPL summer reading program for children, teens and adults, with nearly 5,000 registrants and over 18,000 people attending events; and hosted notable and award-winning authors.

Public planning and input sessions have confirmed the need for our library to expand its facilities and services to serve the entire community. I ask that all residents of our community come together and support the expansion and operations funding necessary for the task.

To address a few of the local food security concerns and give citizens better access to fresh, local food, the Fayetteville City Council passed a comprehensive Urban Agriculture Ordinance. The Yvonne Richardson Community Center created a Pantry Day every third Friday of the month in which they give youth care packages to take home consisting of snacks, food, hygiene products, and/or clothing.

The City expanded production and training opportunities for Public Access Television users. The City's public information video selections on YouTube have increased. All the meeting video programming is available from the City's other VOD service provider, Granicus, which had over 21,000 unique visitors who watched meetings over 24,000 times in 2014.

Additional public art was added to the City, including "The Recycling Tree" by artist John Stalling located on the Skull Creek trail adjacent to the Marion Orton Recycling Drop-Off Center. Our GIS division created a wonderful map of the public art in Fayetteville that is informative and extremely useful and, like My Fayetteville Services, it is easy to use. We worked with the University of Arkansas Extension Service on a region-wide "Upstream Art" project painting storm drain inlets for educational awareness of storm water pollution and painted five new lids in Downtown Fayetteville.

We completed the renovation of Wilson Park Swimming Pool buildings, including the dressing rooms and office areas. We have done extensive renovations to the Walker Park baseball complex over the last four years, with the concession stand renovation completion occurring in 2014.

YRCC offered a free 7-week summer camp, called Summer Fun 4 Kids camp, that provided 81 children with fun activities, food, and transportation. We completed the construction of the Mount Sequoyah Gardens overlook area to offer a passive recreation neighborhood park.

We installed a new interpretive sign in Wilson Park about the history of Wilson Park. The City also added a new About Fayetteville section on our website, providing historic and present information about Fayetteville, Arkansas. The City Council provided funding for the preservation of the historic antebellum Woolsey Homestead.

Our municipal Animal Shelter continued to have a low euthanasia rate throughout 2014; currently it is at 9.6%. We achieved a 9% increase in returning pets to owners over 2013 numbers, which is up for the second year in a row.

Ranger's Pantry continues to help citizens experiencing financial hardship with pet food so they don't have to surrender pets to the shelter due to the inability to feed them. In 2014, Ranger's Pantry distributed over 15,000 pounds of pet food to 643 pets. We received a \$4,000 grant from ASPCA for our Ranger's Pantry program. Ranger's Pantry hit a milestone recently. Since opening in 2010, Ranger's Pantry has now distributed over 100,000 pounds of pet food to Fayetteville residents. This distribution of food has allowed more than 3,000 pets to stay with their families.

A fourth sand volleyball court was added at Veterans Memorial Park to accommodate the sand volleyball league. There was record participation in soccer, volleyball, kickball, BeActive camps, YRCC Summer Fund4Kids, Dive-in Movies, Junior Tennis and Wilson Park Swimming Pool attendance in 2014. The City's Parks and Recreation Department added 9 benches to our parks and trails through our bench donation program. We constructed ADA parking and sidewalk access at Wilson Park pool.

We continued production and support for the award-winning *Recycle Something* media campaign. We also developed and produced a media campaign for the Fayetteville Alert System, which resulted in an extensive awareness of the emergency alert system, indicated by both the number of enrollments and the amount of feedback regarding the system and the media campaign.

The City updated the community videos on our website and digitized and updated the City's logo and seal. We significantly updated the working list of neighborhood organizations and updated webpage content about neighborhood resources, including the popular My Fayetteville Services mapping information portal on the City's website. City of Fayetteville Facebook has close to 10,000 Facebook contacts and certain City divisions have seen active Facebook or other social media participation by the public. We also completed installation of remote recording technology in City Hall Rooms 111 and 326.

We now have electronic routing of agenda items, and scanning and emailing documents by the City Clerk's Office has created a large savings and reduced copy costs from more than \$10,000 per year in 2004 to around \$2,000 per year in 2014. We increased the number of vehicles that run on propane to reduce fuel costs, also saving taxpayer money. We implemented virtual extra bag stickers for residential trash customers through the billing system. This will save about \$13,000 annually in avoiding printing and mailing costs. Through the use of micro surfacing products we will save 35% of the cost of using only Asphalt products over the life of a paved street.

We are progressing with the Recycling and Trash Collection Facility expansion, and we expanded the apartment recycling program. We increased commercial glass recycling collection to midtown and uptown businesses and are now recycling glass in partnership with over 50 businesses, and we also expanded the business curb sort recycling program to 265 businesses. We installed 24 public space recycling containers on the City Square, Walker Park and Gary Hampton Parks for recycling of bottles and cans from these locations.

We started recycling scrap metal from the Transfer Station to increase diversion. We added E-waste recycling to the Ward Bulky Waste Cleanup program and recycled over 25 tons of e-waste in the fall of 2014. 1,400 coupons were redeemed from the community for the E-waste coupon program with Boston Mountain Solid Waste District and Washington County for the recycling of e-waste items for Fayetteville residents. We provided and expanded education signage and services at the Marion Orton Recycling Drop Off Center, which is averaging 350 customers each week. We completed the Pay-As-You-Throw waste savings project in which 8 families documented their weekly waste habits and results were posted on our website and in social media for education about the program.

In 2015, we will see construction of Phase I of the Regional Park. We will be prioritizing park and trail maintenance with an emphasis on safety and heavily-used areas. We will be creating metrics to measure invasive species removal through the Park Volunteer Program. We will be utilizing the Media Services division and new webpage to promote our volunteer program and increase participation in our Adopt-a-park and Adopt-a-trail programs. We will develop a business-based monetary/in kind sponsorship program for the Adopt-A programs in order to provide volunteers with refreshments on time and labor intensive work days. Parks and GIS will work together to map and inventory parks assets, such as benches, trash cans, doggie pots, etc. using GPS coordinates.

We will streamline the application process to make creating a community garden through the Community Gardens in the Parks program easier. We will be utilizing volunteers from the Fayetteville Disc Golf Association to complete a disc golf course in Walker Park. We will utilize online registration, along with a

public kiosk at the Parks office to eliminate paper registrations and minimize data input time by staff. We will create a 2015 Activities Guide to be distributed and displayed for maximum viewing and minimize waiting lists as to allow all interested participants to be able to participate in any desired program. We will have continued improvements to all our City's parks and improve the marketing of programs and services to the public.

The City will launch a new website in March. The division of Media Services will lead the project to completely upgrade and renovate the A/V and presentation systems for City Hall Rooms 111, 219, and 326. We will be upgrading the production and distribution systems at the Television Center to High Definition, fully digital systems, bringing the installation to par with current television technology. We will also have an onsite alternative fueling station of propane in 2015 and increase vehicles and mowers that run on propane.

2014 was another productive year for Fayetteville's public services and infrastructure, and we are now in 2015, a year in which we will continue to work together for Fayetteville's future.

Fayetteville's strength is in her people, and I praise tonight the excellent work by our municipal employees who regularly maintain public services and infrastructure while increasing programs and opportunities.

I praise Fayetteville businesses and residents for working together to continue building this great City on a hill together. I praise and thank the many educators and health providers in Fayetteville for providing opportunity, knowledge, health, and jobs. I praise and thank the many non-profit entities and those who work each day in them to secure a better life for many. I praise and thank the many volunteers in Fayetteville for providing the community with over 685,000 hours of volunteer work.

Together, we have made wise investments and bold moves. Together we will continue to lead our city to become all that we want for our neighbors and our community. Together, and only together, we can build on our successes of last year and have an even brighter future for ourselves and our children.

