

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
March 3, 2015**

A meeting of the Fayetteville City Council was held on March 3, 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

Natural Heritage Association Presentation

Agenda Additions

A. Consent

1. Approval of the February 17, 2015 City Council meeting minutes. **APPROVED**
2. **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 \$11,315.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 46-15

3. **Bid #15-19 Pig Trail Harley Davidson:** A resolution to award Bid #15-19 to Pig Trail Harley Davidson of Rogers, Arkansas and authorize the purchase of three (3) 2015 Harley Davidson FLHTP motorcycles in the total amount of \$59,742.00 for use by the Police Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 47-15

4. **Bid #15-20 Truck Centers of Arkansas:** A resolution to award Bid #15-20 to Truck Centers of Arkansas and authorize the purchase of two (2) Freightliner M2-106 trucks with Kann Recycle Bodies in the total amount of \$340,852.00 for use by the Recycling and Trash Collection Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 48-15

5. **Bid #15-18 Lewis Ford Sales, Inc.:** A resolution to award Bid #15-18 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of two (2) 2015 Ford F550 4x4 trucks with Reading Utility Bodies in the amount of \$91,407.52 for use by the Water and Sewer Operations Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 49-15

6. **Oakland Avenue Right of Way Dedication:** A resolution to approve the dedication of 22 feet of right of way from centerline for Oakland Avenue along the east side of 940 West Maple Street as recommended by the Planning Commission.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 50-15

7. **Williams Tractor of Fayetteville:** A resolution to approve the purchase of four (4) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of \$47,857.00 pursuant to a state procurement contract.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 51-15

8. **Williams Tractor of Fayetteville:** A resolution authorizing the purchase of one (1) New Holland T6.155 4WD cab tractor with loader in the amount of \$73,255.00 and one (1) New Holland Workmaster 55 4WD tractor in the amount of \$20,195.00 from Williams Tractor of Fayetteville, pursuant to the National Joint Powers Alliance cooperative purchasing contract.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 52-15

9. **Countryside Farm and Lawn:** A resolution to authorize the purchase of a John Deere 6115D cab tractor with H340 Farm Loader from Countryside Farm and Lawn of Springdale, Arkansas in the amount of \$68,607.76 plus any applicable tax pursuant to the National Joint Powers Alliance cooperative purchasing agreement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 53-15

10. **Gametime c/o Cunningham Recreation:** A resolution to authorize a contract with Gametime c/o Cunningham recreation in the amount of \$21,030.45 pursuant to a state procurement contract for the purchase and installation of playground equipment for Prism Education Center.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 54-15

11. **Arkansas Recreational Trails Program Grant:** A resolution to express the willingness of the City of Fayetteville to utilize Federal-Aid recreational trails funds and authorizing application for a 20% local match grant through the Arkansas Recreational Trails program in an amount up to \$75,000.00 for construction of three sections of boardwalk on the Lake Fayetteville Nature Trail.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 55-15

12. **Crossland Construction Company, Inc. (Regional Park):** A resolution to award Bid #14-66 and authorize a contract with Crossland Construction Company, Inc. in the amount of \$11,788,362.19 for construction of Phase One of the Regional Park, to approve Change Order No. 1 to reduce the contract price by the amount of \$2,358,997.27, to approve a project contingency in the amount of \$528,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 56-15

13. **Goodwin & Goodwin, Inc. (Regional Park):** A resolution to award Bid #15-15 and authorize a contract with Goodwin & Goodwin, Inc. in the amount of \$707,007.50 for construction of a new 18 inch waterline for the Kessler Mountain/Regional Park Waterline project, and to approve a project contingency of \$70,701.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 57-15

14. **Garver, LLC (Regional Park):** A resolution to approve Amendment No. 1 to the contract with Garver, LLC to add construction phase services on the Kessler Mountain/Regional Park Waterline project in an amount not to exceed \$71,200.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 58-15

15. **Lose and Associates, Inc. (Regional Park):** A resolution to approve Amendment No. 2 to the agreement with Lose and Associates, Inc. in an amount not to exceed \$322,137.00 for construction administration services for Phase One of the Regional Park project, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 59-15

16. **Grubbs, Hoskyn, Barton & Wyatt, Inc. (Regional Park):** A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for construction materials testing for Phase One of the Regional Park project in an amount not to exceed \$91,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 60-15

B. Unfinished Business

1. **RZN 14-4882 (East Side of Ruppel RD./Westside Village):** An ordinance rezoning that property described in Rezoning Petition RZN 14-4882, for approximately 21.63 acres, located on the east side of Ruppel Road North of the Boys and Girls Club, from R-PZD, Residential Planned Zoning District R-PZD 06-1884 Westside Village, to NS, Neighborhood Services. ***This ordinance was left on the First Reading at the February 3, 2015 City Council meeting. This ordinance was left on the Second reading at the February 17, 2015 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5752

2. **RZN 14-4938 (N.W. Cross & Maine Intersection/West End Addition):** An ordinance rezoning that property described in Rezoning Petition RZN 14-4938, for approximately 2.5 acres, located at Northwest Corner of Cross & Maine Streets from an expired R-PZD, Residential Planned Zoning District Markham Hill Cottages (R-PZD 09-3237), to RSF-8, Residential Single Family, 8 units per acre. ***This ordinance was left on the First reading at the February 17, 2015 City Council meeting.***

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5753

3. **Gulley Park Two Single Family Lot Sell:** A resolution to authorize Mayor Jordan to offer for sale approximately 1.25 acres of city owned real property on Old Wire Road near Gulley Park. ***This resolution was tabled to the March 3, 2015 City Council meeting at the February 17, 2015 City Council meeting.***

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 61-15

C. New Business

- 1. Rezoning Petition RZN 15-4942:** An ordinance rezoning that property described in Rezoning Petition RZN 15-4942, for approximately 4.84 acres, located at 3010 West Old Farmington Road from R-A, Residential-Agriculture to RSF-8, Residential Single Family, 8 units per acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5754

- 2. Walton Arts Center Expansion:** An ordinance to waive competitive bidding and approve a Memorandum of Understanding with the Walton Arts Center, CDI Contractors, LLC and Boora Architects, Inc. to spend not to exceed \$6,323,515.00 of the 2014 HMR bond proceeds to partially pay for the Walton Arts Center Expansion and Enhancement project.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5755

- 3. New World Systems Corporation (Software Service and Maintenance):** An ordinance to waive the requirements of formal competitive bidding and approve a two (2) year contract with New World Systems Corporation for software service and maintenance in the amount of \$106,690.00 per year, plus any applicable sales taxes.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5756

- 4. 2015 Employee Compensation Adjustment:** A resolution to approve a budget adjustment in the amount of \$1,375,000.00 to fund the City-Wide 2015 Employee Compensation Adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 62-15

Announcements

City Council Agenda Session Presentations

Agenda Session Presentation: Paul Becker: Mayors Recommended Pay Plan for 2015.

Agenda Session Presentation: Jeremy Pate: Spring Street Municipal Parking Deck.

City Council Tour

Monday, March 2, 2015 5:00 PM - City Council will be touring RZN 14-4938 (N.W. Cross & Maine NE Intersection/West End Addition).

Adjournment: 6:45 p.m.

Subject:	Roll				
Alderman Schoppmeyer arrived at 5:38 p.m.	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan	✓			

9-0

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



Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Long</i>			
<i>Minutes Approved</i> <i>passed</i> <i>46-15 Thru 60-15</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

8-0

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

Subject:	RZN 14-4882 (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Long</i>	<i>Gray</i>		
Seconded:		<i>Tennant</i>	<i>Tennant</i>		
B. 1 Unfinished Business <i>passed</i> 5752	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

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Subject:	RZN 14-4938 (N.W. CROSS & MAINE INTERSECTION/WEST END ADDITION)				
Motion To:		<i>2nd Read</i>	<i>Amend to RMF-18</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:		<i>Gray</i>	<i>Long</i>	<i>Tennant</i>	
Seconded:		<i>Long</i>	<i>Petty</i>	<i>Gray</i>	
B. 2 Unfinished Business <i>passed</i> 5753	Long	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	La Tour	✓	✓	✓	✓
	Mayor Jordan				

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Subject:	GULLEY PARK TWO SINGLE FAMILY LOT SELL				
Motion To:		<i>Amend to change the sealed bid date</i>	<i>to May 4, 2015</i>		
Motion By:		<i>Petty</i>	<i>Tennant</i>		
Seconded:		<i>Marsh</i>	<i>Long</i>		
B. 3 Unfinished Business <i>passed</i> 101-15	Long	<i>✓</i>	<i>✓</i>		
	Gray	<i>✓</i>	<i>✓</i>		
	Marsh	<i>✓</i>	<i>✓</i>		
	Kinion	<i>✓</i>	<i>✓</i>		
	Petty	<i>✓</i>	<i>✓</i>		
	Tennant	<i>✓</i>	<i>✓</i>		
	Schoppmeyer	<i>✓</i>	<i>✓</i>		
	La Tour	<i>✓</i>	<i>✓</i>		
	Mayor Jordan				

8-0

8-0

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

Subject: REZONING PETITION RZN 15-4942					
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Long		
Seconded:		Marsh	Tennant		
C. 1 New Business <u>passed</u> 5754	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject: WALTON ARTS CENTER EXPANSION					
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Tennant	Petty		
Seconded:		Marsh	Marsh		
C. 2 New Business <u>passed</u> 5455	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		NEW WORLD SYSTEMS CORPORATION (SOFTWARE SERVICE AND MAINTENANCE)			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Gray</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
C. 3 New Business <i>passed</i> 5750	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		2015 EMPLOYEE COMPENSATION ADJUSTMENT			
Motion To:		<i>Approve</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Long</i>			
C. 4 New Business <i>passed</i> 102-15	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				



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: March 4, 2015

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of March 3, 2015

1. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$11,315.00 and increasing the related expense budget.
2. A resolution to award bid #15-19 to Pig Trail Harley Davidson of Rogers, Arkansas and authorize the purchase of three (3) 2015 Harley Davidson FLHTP motorcycles in the total amount of \$59,742.00 for use by the Police Department.
3. A resolution to award bid #15-20 to Truck Centers of Arkansas and authorize the purchase of two (2) Freightliner M2-106 trucks with Kann Recycle Bodies in the total amount of \$340,852.00 for use by the Recycling and Trash Collection Division.
4. A resolution to award bid #15-18 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas for the purchase of two (2) 2015 ford F550 4x4 trucks with reading utility bodies in the amount of \$91,407.52 for use by the Water and Sewer Operations Division.
5. A resolution to approve the purchase of four (4) Hustler Super Z Mowers from Williams Tractor of Fayetteville in the total amount of \$47,857.00 pursuant to a State Procurement Contract.
6. A resolution authorizing the purchase of one (1) New Holland T6.155 4WD Cab tractor with loader in the amount of \$73,255.00 and one (1) new Holland Workmaster 55 4WD tractor in the amount of \$20,195.00 from Williams Tractor of Fayetteville, pursuant to the National Joint Powers Alliance Cooperative Purchasing Contract.

7. A resolution to authorize the purchase of a John Deere 6115D Cab tractor with H340 farm loader from Countryside Farm and Lawn of Springdale, Arkansas in the amount of \$68,607.76 plus any applicable tax pursuant to the National Joint Powers Alliance Cooperative Purchasing Agreement.
8. A resolution to authorize a contract with Gametime c/o Cunningham Recreation in the amount of \$21,030.45 pursuant to a State Procurement Contract for the purchase and installation of playground equipment for Prism Education Center.
9. A resolution to express the willingness of the City of Fayetteville to utilize federal-aid recreational trails funds and authorizing application for a 20% local match grant through the Arkansas Recreational Trails Program in an amount up to \$75,000.00 for construction of three sections of boardwalk on the Lake Fayetteville nature trail.
10. A resolution to award bid #14-66 and authorize a contract with Crossland Construction Company, Inc. in the amount of \$11,788,362.19 for construction of phase one of the Regional Park, to approve change order no. 1 to reduce the contract price by the amount of \$2,358,997.27, to approve a project contingency in the amount of \$528,000.00, and to approve a budget adjustment.
11. A resolution to award bid #15-15 and authorize a contract with Goodwin & Goodwin, Inc. in the amount of \$707,007.50 for construction of a new 18 inch waterline for the Kessler Mountain/Regional Park waterline project, and to approve a project contingency of \$70,701.00.
12. A resolution to approve amendment no. 1 to the contract with Garver, LLC to add construction phase services on the Kessler Mountain/Regional Park waterline project in an amount not to exceed \$71,200.00.
13. A resolution to approve amendment no. 2 to the agreement with Lose and Associates, Inc. in an amount not to exceed \$322,137.00 for construction administration services for phase one of the Regional Park Project, and to approve a budget adjustment.
14. A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for construction materials testing for phase one of the Regional Park Project in an amount not to exceed \$91,000.00, and to approve a budget adjustment.
15. A resolution to authorize Mayor Jordan to offer for sale approximately 1.25 acres of city owned real property on Old Wire Road near Gulley Park.

16. An ordinance to waive competitive bidding and approve a Memorandum of Understanding with the Walton Arts Center, CDI Contractors, LLC And Boora Architects, Inc. to spend not to exceed \$6,323,515.00 of the 2014 HMR bond proceeds to partially pay for the Walton Arts Center Expansion and Enhancement Project.

17. An ordinance to waive the requirements of formal competitive bidding and approve a two (2) year contract with New World Systems Corporation for software service and maintenance in the amount of \$106,690.00 per year, plus any applicable sales taxes.

18. A resolution to approve a budget adjustment in the amount of \$1,375,000.00 to fund the city-wide 2015 employee compensation adjustment.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final

Tuesday, March 3, 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:****Agenda Additions:****A. Consent:**

A. 1 2014-0498 APPROVAL OF THE FEBRUARY 17, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 2015-0072 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 \$11,315.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:

[SRF_SRM for Hazmat Service Revenue from Washington County](#)

[BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County 2015](#)

A. 3 2015-0073 BID #15-19 PIG TRAIL HARLEY DAVIDSON:

A RESOLUTION TO AWARD BID #15-19 TO PIG TRAIL HARLEY DAVIDSON OF ROGERS, ARKANSAS AND AUTHORIZE THE PURCHASE OF THREE (3) 2015 HARLEY DAVIDSON FLHTP MOTORCYCLES IN THE TOTAL AMOUNT OF \$59,742.00 FOR USE BY THE POLICE DEPARTMENT

Attachments:

[SRP 3-3-15 PDPT motorcycles 1286, 1287, 1288](#)

A. 4 2015-0075 BID #15-20 TRUCK CENTERS OF ARKANSAS:

A RESOLUTION TO AWARD BID #15-20 TO TRUCK CENTERS OF ARKANSAS AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER M2-106 TRUCKS WITH KANN RECYCLE BODIES IN THE TOTAL AMOUNT OF \$340,852.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments:

[SRP 3-3-15 SWRC Recycling Trucks 4027, 4028](#)

A. 5 2015-0076 BID #15-18 LEWIS FORD SALES, INC.:

A RESOLUTION TO AWARD BID #15-18 TO LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS FOR THE PURCHASE OF TWO (2) 2015 FORD F550 4X4 TRUCKS WITH READING UTILITY BODIES IN THE AMOUNT OF \$91,407.52 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments:

[SRP 3-3-15 WSWD Utility Body 385, 386](#)

A. 6 2015-0084 OAKLAND AVENUE RIGHT OF WAY DEDICATION:

A RESOLUTION TO APPROVE THE DEDICATION OF 22 FEET OF RIGHT OF WAY FROM CENTERLINE FOR OAKLAND AVENUE ALONG THE EAST SIDE OF 940 WEST MAPLE STREET AS RECOMMENDED BY THE PLANNING COMMISSION

Attachments:

[Full Report Packet](#)

[CC RES 14-4919](#)

A. 7 2015-0077 WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION TO APPROVE THE PURCHASE OF FOUR (4) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$47,857.00 PURSUANT TO A STATE PROCUREMENT CONTRACT

Attachments:

[SRP 3-3-15 PKMN mowers 5059, 5060, 5061 and APMN 5062](#)

A. 8 2015-0079 WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW HOLLAND T6.155 4WD CAB TRACTOR WITH LOADER IN THE AMOUNT OF \$73,255.00 AND ONE (1) NEW HOLLAND WORKMASTER 55 4WD TRACTOR IN THE AMOUNT OF \$20,195.00 FROM WILLIAMS TRACTOR OF FAYETTEVILLE, PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT

Attachments:

[SRP 3-3-15 WWPE Tractor 5057, 5058](#)

A. 9 2015-0078 COUNTRYSIDE FARM AND LAWN:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A JOHN DEERE 6115D CAB TRACTOR WITH H340 FARM LOADER FROM COUNTRYSIDE FARM AND LAWN OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$68,607.76 PLUS ANY APPLICABLE TAX PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments: [SRP 3-3-15 WWPE Tractor 5059](#)

A. 10 2015-0085 GAMETIME C/O CUNNINGHAM RECREATION:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GAMETIME C/O CUNNINGHAM RECREATION IN THE AMOUNT OF \$21,030.45 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR PRISM EDUCATION CENTER

Attachments: [Playground Install-SRF-SRM-PO-Att](#)

A. 11 2015-0091 ARKANSAS RECREATIONAL TRAILS PROGRAM GRANT:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS FUNDS AND AUTHORIZING APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS RECREATIONAL TRAILS PROGRAM IN AN AMOUNT UP TO \$75,000.00 FOR CONSTRUCTION OF THREE SECTIONS OF BOARDWALK ON THE LAKE FAYETTEVILLE NATURE TRAIL

Attachments: [2015-0091 ARTP grant app request for Lake Fayetteville Nature Trail](#)

A. 12 2015-0088 CROSSLAND CONSTRUCTION COMPANY, INC (REGIONAL PARK)

A RESOLUTION TO AWARD BID #14-66 AND AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$11,788,362.19 FOR CONSTRUCTION OF PHASE ONE OF THE REGIONAL PARK, TO APPROVE CHANGE ORDER NO. 1 TO REDUCE THE CONTRACT PRICE BY THE AMOUNT OF \$2,358,997.27, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$528,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[2015-0088 Crossland Construction contract Reg Park Ph One](#)

[BA2015_Crossland Constr 2015-0088.xlsm](#)

[PO Crossland HMR bonds 02192015](#)

[PO Crossland Parks 02192015](#)

[PO Crossland Trans. Bonds 02192015](#)

A. 13 2015-0086 GOODWIN & GOODWIN, INC (REGIONAL PARK)

A RESOLUTION TO AWARD BID #15-15 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$707,007.50 FOR CONSTRUCTION OF A NEW 18 INCH WATERLINE FOR THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY OF \$70,701.00

Attachments:

[030315 Goodwin&Goodwin Kessler Mountain Agenda Packet](#)

A. 14 2015-0087 GARVER, LLC (REGIONAL PARK)

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC TO ADD CONSTRUCTION PHASE SERVICES ON THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT IN AN AMOUNT NOT TO EXCEED \$71,200.00

Attachments:

[Garver Amendment Agenda Packet](#)

A. 15 2015-0092 LOSE AND ASSOCIATES, INC (REGIONAL PARK)

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT WITH LOSE AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$322,137.00 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE ONE OF THE REGIONAL PARK PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2015-0092 CA #2 Lose and Associates, Inc.](#)
[BA2015_Lose CO#3 2015-0092.xlsm](#)

A. 16 2015-0093 GRUBBS, HOSKYN, BARTON & WYATT, INC. (REGIONAL PARK)

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR CONSTRUCTION MATERIALS TESTING FOR PHASE ONE OF THE REGIONAL PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$91,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2015-0093 Regional Park Constr Testing Grubbs](#)
[BA2015 Grubbs 2015-0093.xlsm](#)
[DC TO MAYOR, CITY COUNCIL RE GRUBBS, HOSKYN CONTRACT FOR M/](#)

B. Unfinished Business:**B. 1 2015-0023 RZN 14-4882 (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4882, FOR APPROXIMATELY 21.63 ACRES, LOCATED ON THE EAST SIDE OF RUPPLE ROAD NORTH OF THE BOYS AND GIRLS CLUB, FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT R-PZD 06-1884 WESTSIDE VILLAGE, TO NS, NEIGHBORHOOD SERVICES

Attachments: [14-4882 Agenda Item](#)
[14-4882 Exhibit A and B](#)
[14-4882 CC ORD](#)

This ordinance was left on the First Reading at the February 3, 2015 City Council meeting. This ordinance was left on the Second Reading at the 2/17/15 City Council Meeting.

**B. 2 2015-0060 RZN 14-4938 (N.W. CROSS & MAINE INTERSECTION/WEST
END ADDITION):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4938, FOR APPROXIMATELY 2.5 ACRES, LOCATED AT NORTHWEST CORNER OF CROSS & MAINE STREETS FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT MARKHAM HILL COTTAGES (R-PZD 09-3237), TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:

[14-4938 Staff reports](#)

[14-4938 exhibits](#)

[14-4938 CC ORD](#)

[Additional Information B. 2](#)

This ordinance was left on the 1st reading at the 2/17/15 City Council Meeting.

B. 3 2015-0056 GULLEY PARK TWO SINGLE FAMILY LOT SELL:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO OFFER FOR SALE APPROXIMATELY 1.25 ACRES OF CITY OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK

Attachments:

[2015-0056 Request to Sell Gulley Park Lots](#)

[2015-0056 Gulley Park Two Single Family Lot Sell supplemental info](#)

This resolution was tabled to the 3/3/15 City Council meeting at the 2/17/15 City Council Meeting.

C. New Business:

C. 1 2015-0074 REZONING PETITION RZN 15-4942:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4942, FOR APPROXIMATELY 4.84 ACRES, LOCATED AT 3010 WEST OLD FARMINGTON ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:

[15-4942 reports](#)

[15-4942 CC Exhibits](#)

[15-4942 CC ORD](#)

C. 2 2015-0071 WALTON ARTS CENTER EXPANSION:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE WALTON ARTS CENTER, CDI CONTRACTORS, LLC AND BOORA ARCHITECTS, INC. TO SPEND NOT TO EXCEED \$6,323,515.00 OF THE 2014 HMR BOND PROCEEDS TO PARTIALLY PAY FOR THE WALTON ARTS CENTER EXPANSION AND ENHANCEMENT PROJECT

Attachments:

[2015-0071 WAC Expansion contract](#)

[Memorandum of Understanding WAC expansion project with Exhibits A & B](#)

C. 3 2015-0080 NEW WORLD SYSTEMS CORPORATION (SOFTWARE SERVICE AND MAINTENANCE):

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A TWO (2) YEAR CONTRACT WITH NEW WORLD SYSTEMS CORPORATION FOR SOFTWARE SERVICE AND MAINTENANCE IN THE AMOUNT OF \$106,690.00 PER YEAR, PLUS ANY APPLICABLE SALES TAXES

Attachments:

[AS400 SSMA.pdf](#)

C. 4 2015-0081 2015 EMPLOYEE COMPENSATION ADJUSTMENT

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,375,000.00 TO FUND THE CITY-WIDE 2015 EMPLOYEE COMPENSATION ADJUSTMENT

Attachments:

[SRF - EMPLOYEE COMPENSATION 2015-0081.xlsx](#)

[SRM - 2015 ECP 2015-0081 MEMO.docx](#)

[BA2015 - 2015-0081 ECP2015.xlsm](#)

D. City Council Agenda Session Presentations:

D. 1 2015-0096 Agenda Session Presentation: Paul Becker: Mayors Recommended Pay Plan for 2015

D. 2 2015-0083 Agenda Session Presentation: Jeremy Pate: Spring Street Municipal Parking Deck

E. City Council Tour: Monday, March 2, 2015 5:00 PM - City Council will be touring RZN 14-4938 (N.W. Cross & Maine NE Intersection/West End Addition)

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.

Handed ~~out~~ at Agenda Session ^{B.2} 2/24/15



From: Mike Baumann

PO Box 4072

Fayetteville, AR 72702

February 24, 2015

To: Members of City Council in Fayetteville AR

Thank you for considering the rezoning request for parcel numbers 765-11946, 765-11947, and 765-11948 on the corner of Maine and Cross in Fayetteville, AR. We wanted you to see firsthand our commitment to quality construction and neighborhood development in the surrounding area as such, would welcome the opportunity to tour through a home we have completed located at 1915 Maine Street in Fayetteville, directly across the street from the rezoning requested parcel. Please let us know a convenient time and date to conduct said tour.

Respectfully,

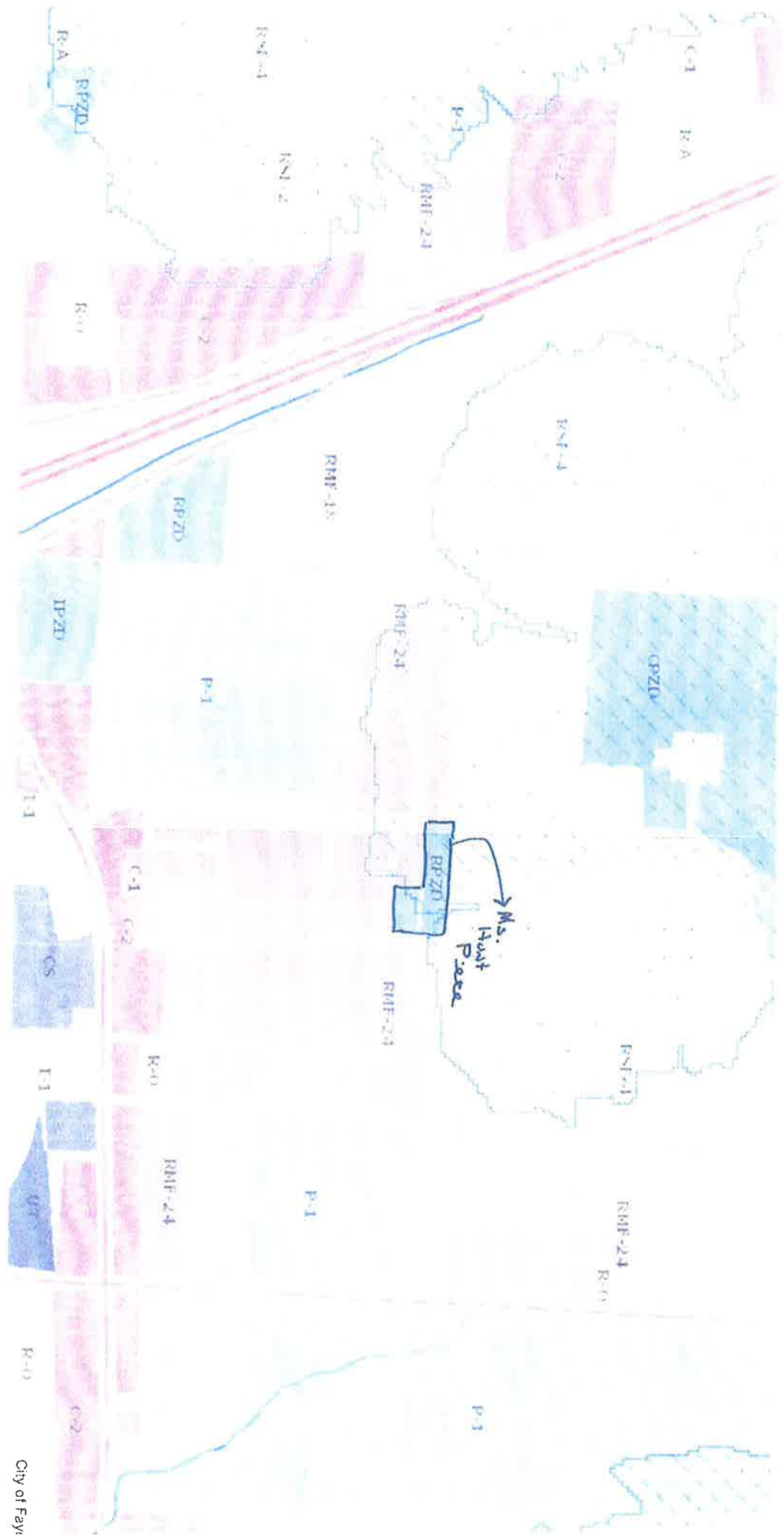
A handwritten signature in blue ink, appearing to be "Mike Baumann", is written over a horizontal line.

Mike Baumann

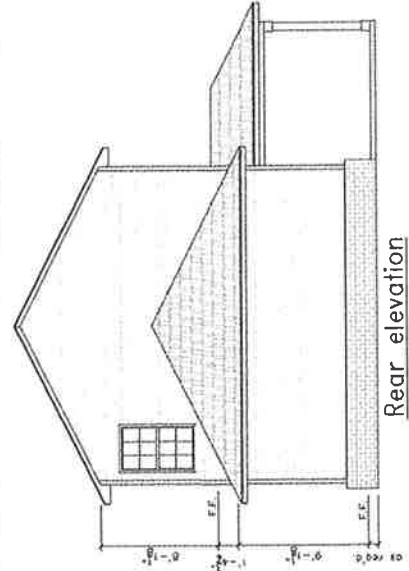
479-799-4616

Attachments:

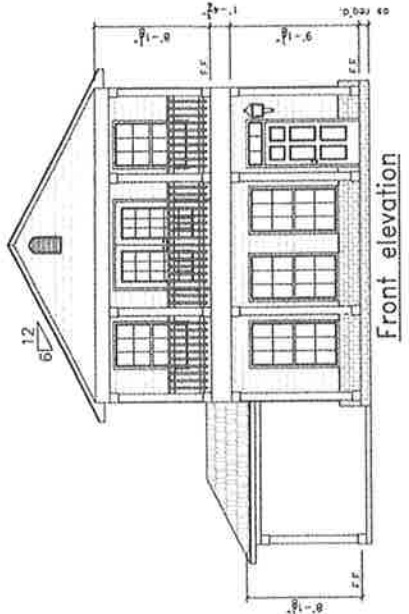
1. Boundary and Topy Survey of parcel in question
2. Map of existing Zoning in area
3. Photo of 1915 Maine Street
4. Floorplan of 1915 Maine Street
5. Floorplan of the single family home located at 2016 Stone Street



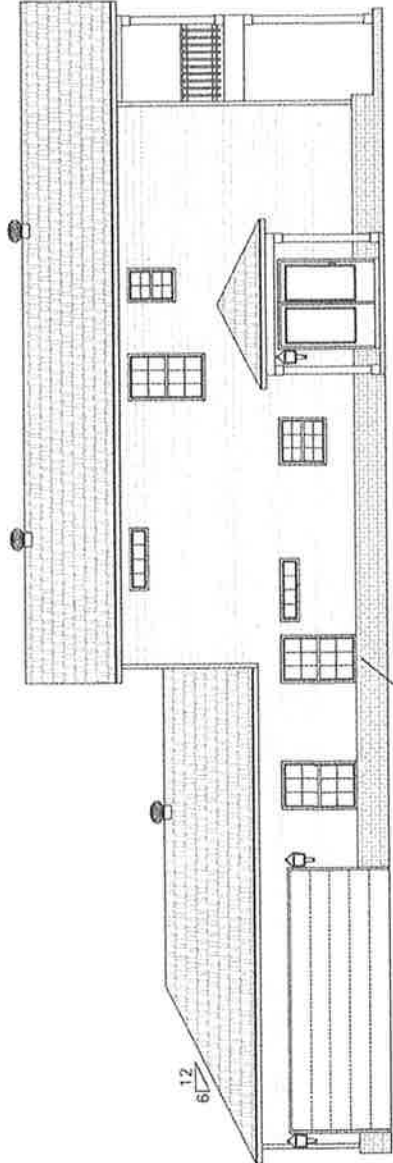




Rear elevation

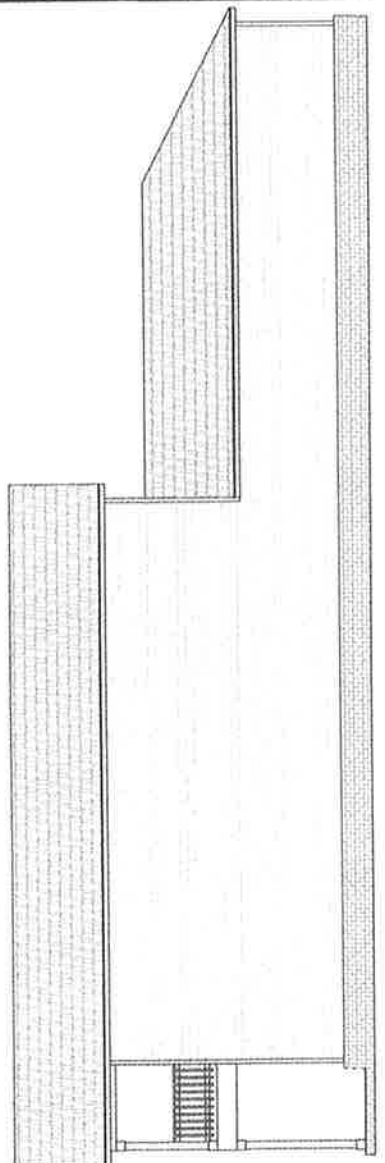


Front elevation



Left elevation

Note: All mechanical penetrations to be on this side of house.



Right elevation

Note: All soffits on this side to be solid aluminum.

General Notes

Structural Integrity Design is a residential design service for a registered professional structural engineer. The purchaser of this set of plans should consult a building professional prior to construction. The purchaser and builder of this plan releases Structural Integrity Design from any liability and/or claims that may arise during construction or anytime thereafter. Therefore, the builder must carefully inspect all aspects of these drawings, including but not limited to dimensions, details, accuracy and overall integrity, and assumes all responsibility. This plan may need to be modified to comply with local and/or governing codes.

No.	Revisions/Changes	Date



Bourmann & Crocino
1915 W. Main
Fayetteville, AR

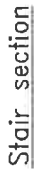
BC-1915 Main	2 of 2
7/14/2014	1/4" = 1'-0"

trial	Window schedule
1	4-0-1-0
2	3-0-0-0
3	3-0-0-0
4	3-0-0-0
5	3-0-0-0
6	3-0-0-0
7	

Map	Population/area	Date



FILE NUMBER BC-1915 Main	DATE 4/14/2014	PAGE 1 of 2
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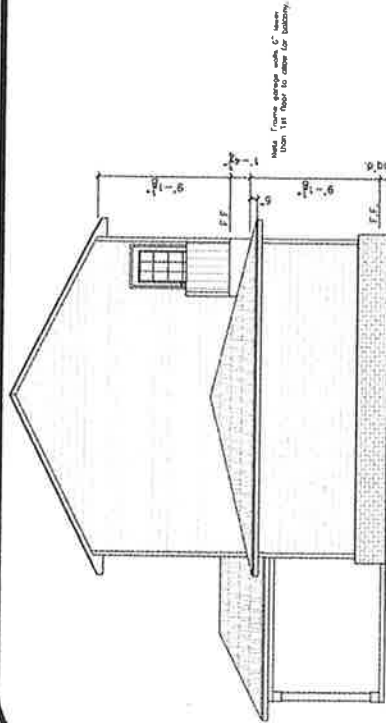
Floor Notes:

1. 1st floor ceiling heights are 9'-0"
2. 2nd floor ceiling heights are 8'-0"
3. Exterior walls are 2x4 studs (u.n.o.)
1. Interior walls are 2x4 studs (u.n.o.)

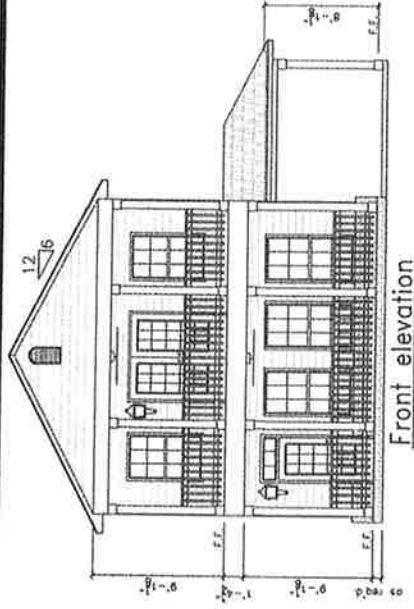
Square footage

1st floor (h.d.)	=	1107	(name)		(mch)
2nd floor (h.d.)	=	820			1:54*
Garage	=	502			820
Car. porches	=	364			528
					369

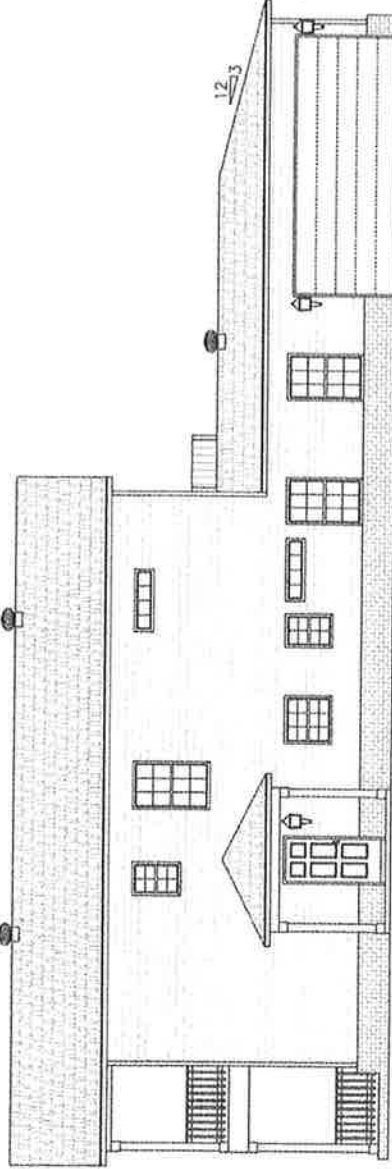
Total under roof = 2793 2871



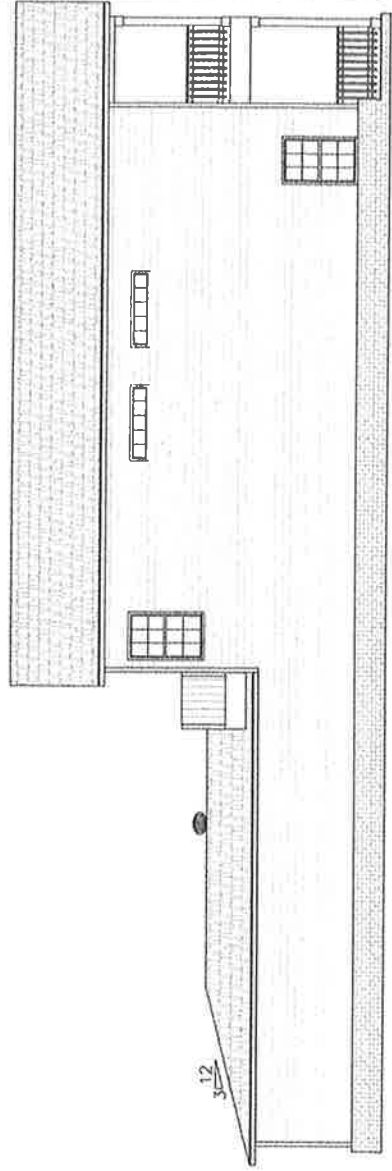
Rear elevation



Front elevation



Right elevation



Left elevation

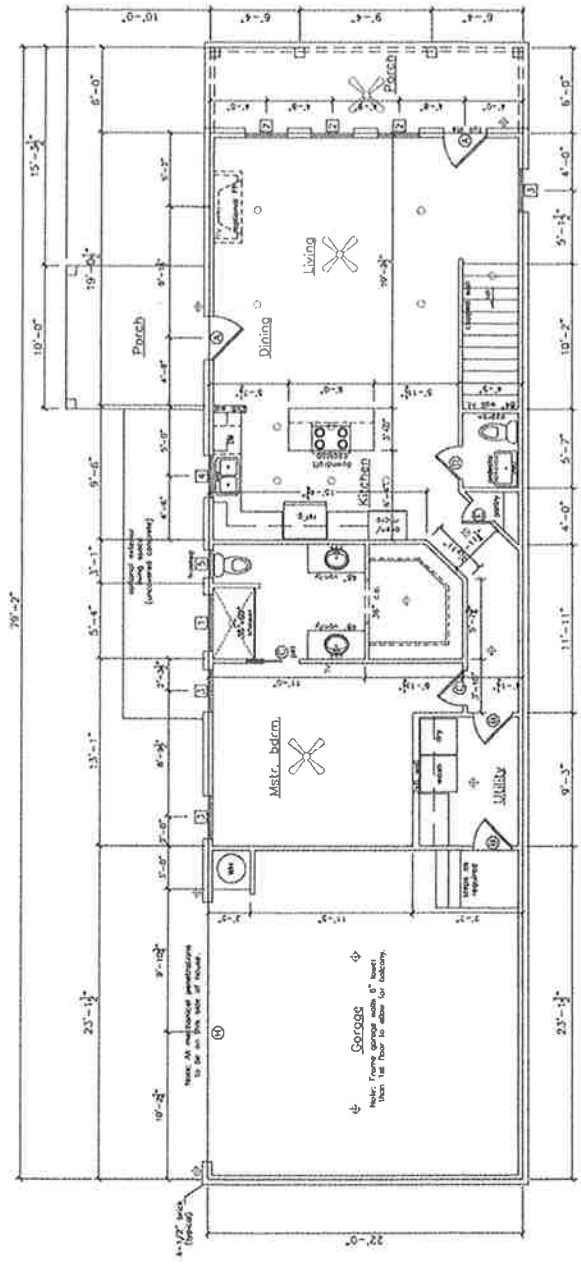
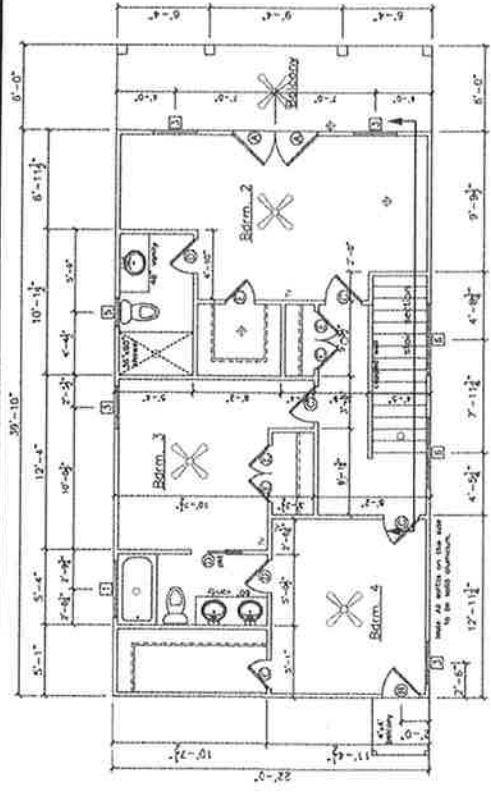
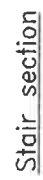
Disclaimer
Structural Integrity Design is a residential design service not a registered architectural firm. The purchaser of this set of plans should consult a building professional prior to construction. The purchaser and builder of this plan releases Structural Integrity Design from any liability and/or damages that may arise during construction of the project. Therefore, the builder must carefully inspect all aspects of these drawings, including but not limited to dimensions, details, accuracy and overall integrity, and assumes all responsibility. This plan may need to be modified to comply with local and/or governing codes.

No.	Revisions/Notes	Date



Structural Integrity Design Services, LLC
Residential Design & Drafting
Fayetteville, AR
Baumann & Crosno
2016 Stone St.
Fayetteville, AR.

Project Name: 2016 Stone
Date: 12/17/2014
Scale: 1/4" = 1'-0"
Sheet: 2 of 3



Door schedule	
mark	size
①	3'-0" x 5'-8"
②	2'-8" x 5'-8"
③	2'-6" x 5'-8"
④	2'-4" x 5'-8"
⑤	2'-0" x 5'-8"
⑥	1'-8" x 5'-8"
⑦	6'-0" x 5'-8" a.g.
⑧	18'-0" x 7'-0" (a-h)
⑨	

mark	Window schedule
1)	4 - 0 1 - 0
2)	3 - 0 0 - 0
3)	3 - 0 0 - 0
4)	3 - 0 0 - 0
5)	2 - 0 0 - 0
6)	3 - 0 1 - 0
7)	

- (14) recessed cons.
(3) seated cons.
(7) ceiling fans
(5) TV's
(1) phone jack

Floor notes:

1. 1st floor ceiling heights are 9'-0"
2. 2nd floor ceiling heights are 9'-0"
3. Exterior walls are 2x4 studs (u.n.o.)
4. Interior walls are 2x4 studs (u.n.o.)

	(sq. ft.)	(price)
1st floor (htd.)	= 1107*	1154*
2nd floor (htd.)	= 820	820
Garage	= 502	528
Cov. porches	= 364	369
Total under roof	= 2793	2871

* - includes all sl. for slaying

Structural Integrity Design is a residential design service provided by a registered architectural firm. The firm provides a set of plans that should consult with a professional prior to construction. The purchaser and builder of this plan releases Structural Integrity Design from any liability and/or claims that may arise during construction or anytime thereafter. Therefore, the purchaser must inspect the project on all aspects of the design, including but not limited to dimensions, details, accuracy and overall integrity, and assumes all responsibility. This plan may need to be modified to comply with local and/or governing codes.

Unit	Exercises/Assignments	Points



Baumann & Crosno
2016 Stone St.
Fayetteville, AR.

Zoning CS, Community Services: The required building set back along Old Wire Road is 25 feet. Single-family dwellings, Two-family dwellings, Three-family dwellings, Eating places, Neighborhood Shopping goods, Gasoline service stations and drive-in/drive through restaurants, Home occupations, Offices, studios and related services, Multi-family dwellings and Cottage Housing Development are permitted. Hotel, motel and amusement services; Shopping goods; Transportation, trades and services; Commercial recreation, small sites; Center for collecting recyclable materials; Liquor stores; Outdoor music establishments; Wireless communication facilities; Sidewalk Cafes; and Clean technologies are permitted by Conditional Use. There are no density requirements for dwellings. The building height maximum is 56 feet.

***Zoning RSF-8, Residential Single-Family – Eight Units Per Acre: The required building set back along Old Wire Road is 15 feet. Single-family dwellings up to eight units per acre and accessory dwelling units are permitted. Two-family dwellings up to eight units per acre, Limited business, Home occupations, Wireless communications facilities and Cottage Housing Development are permitted by Conditional Use. The building height maximum is 45 feet.

***Zoning NS, Neighborhood Services: The required building set back along Old Wire Road is 10 to 25 feet. Single-family dwellings, Two-family dwellings, Three-family dwellings, Limited Business Home occupations, Accessory dwelling units and Cottage Housing Development are permitted. Eating places; Neighborhood shopping goods; Commercial recreation, small sites; Offices, studios and related services; Multi-family dwellings; Wireless communication facilities; and Sidewalk cafes are permitted by Conditional Use. Density requirement is 10 units or less. The building height maximum is 45 feet.

***Zoning NC, Neighborhood Conservation: The required building set back along Old Wire Road is from the front property line to 25 feet. Single-family dwellings and Accessory dwelling units are permitted. Two-family dwellings; Three-family dwellings; Limited Business; Home occupations; Offices, studios, and related services; Center for collecting recyclable materials; Wireless communication facilities and Cottage Housing Development are permitted by Conditional Use. Density requirement is 10 units or less. The building height maximum is 45 feet.

¹ 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.

² 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.

³ 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.

*** Added February 25, 2015

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
February 17, 2015**

A meeting of the Fayetteville City Council was held on February 17, 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.

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

ABSENT: Alderman Martin Schoppmeyer

Pledge of Allegiance:

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items: None

Agenda Additions: None

Consent:

Approval of the February 3, 2015 City Council meeting minutes.

Approved

CDBG Program Income and Ranger's Pantry Donations: A resolution to approve a budget adjustment in the total amount of \$23,098.00 representing donations to Ranger's Pantry and CDBG Program Income received from two housing program lien payoffs.

Resolution 39-15 as recorded in the office of the City Clerk

Bid #15-17 Amerlux Exterior, LLC: A resolution to award bid #15-17 and authorize the purchase of LED trail light fixtures from Amerlux Exterior, LLC in the amount of \$1,450.00 per light fixture plus applicable taxes in variable amounts as needed through the end of calendar year 2015.

Resolution 40-15 as recorded in the office of the City Clerk

Bid #15-17 Alliance Composites, Inc.: A resolution to award Bid #15-17 and authorize the purchase of fiberglass trail light poles from Alliance Composites, Inc. in the amount of \$450.00 per light pole plus applicable taxes in variable amounts as needed through the end of calendar year 2015.

Resolution 41-15 as recorded in the office of the City Clerk

King Electrical Contractors: A resolution to authorize a contract with King Electrical Contractors in the amount of \$34,920.00, pursuant to Bid #10-47, for the installation of LED trail light fixtures and light poles along the Town Branch Trail, and to approve a ten percent (10%) project contingency.

Resolution 42-15 as recorded in the office of the City Clerk

Garver, LLC: A resolution to authorize a professional engineering services agreement with Garver, LLC for final design services for water and sewer relocations associated with Arkansas Highway and Transportation Department Project BB0414-Interstate 49 and Highway 112 Interchange in an amount not to exceed \$102,742.50, and to approve a budget adjustment.

Resolution 43-15 as recorded in the office of the City Clerk

Watershed Conservation Resource Center Task Order No. 2: A resolution to approve Task Order No. 2 with the Watershed Conservation Resource Center for continued maintenance of previously completed stream restoration projects at Niokaska Creek and the White River through 2015 in the amount of \$62,500.00, and to approve a budget adjustment.

Resolution 44-15 as recorded in the office of the City Clerk

Bid #15-16 CAM Lawn Services, LLC: A resolution to award Bid #15-16 and authorize a contract with CAM Lawn Services, LLC in the amount of \$149,191.00 to plant trees and shrubs in the median of Crossover Road between Township Avenue and Joyce Boulevard and in the median of Garland Avenue between Mount Comfort Road and Janice Avenue, and to approve a project contingency in the amount of \$15,000.00.

Resolution 45-15 as recorded in the office of the City Clerk

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

Public Hearing:

Public Hearing: Repeal and Replace Title V Public Works and Amend Chapter 51 and Chapter 10.

Mayor Jordan opened the Public Hearing

There was no public comment.

Mayor Jordan closed the Public Hearing

Unfinished Business:

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 First Reading at the January 20, 2015 City Council meeting. This ordinance was left on the Second Reading at the February 3, 2015 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Alderman La Tour: Do we have any idea what will happen to sewer rates under this proposal?

Tim Nyander, Utilities Director stated a rate study would be done by a consulting firm in the City of Fayetteville.

City Attorney Kit Williams: We are going to have a rate study in the future that will be brought back to the City Council in case the rates need to change. Is that correct?

Tim Nyander: Yes, sir.

A discussion followed about rate studies.

Alderman Kinion: This is the language to take our current code and put it into compliance with the suggestion of the ADEQ and the EPA. This specific revision of the code that were talking about tonight doesn't have a direct impact on rates. We are bringing some terminology up, to make it in line with current usage.

City Attorney Kit Williams: It was under an abundance of caution that we went ahead and publicized this, as if it did affect the rate. The effect on rates with this particular ordinance should be very minimal, if any.

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

Ordinance 5739 as Recorded in the office of the City Clerk

RZN 14-4882 (East Side of Ruppel RD./Westside Village): An ordinance rezoning that property described in Rezoning Petition RZN 14-4882, for approximately 21.63 acres, located on the east side of Ruppel Road North of the Boys and Girls Club, from R-PZD, Residential Planned Zoning District R-PZD 06-1884 Westside Village, to NS, Neighborhood Services. ***This ordinance was left on the First Reading at the February 3, 2015 City Council meeting.***

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-1. Alderman Long voting no. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

A discussion followed about leaving the ordinance on the second reading. Council members from Ward 4 requested more time to visit with citizens.

This ordinance was left on the Second Reading.

RZN 14-4883 (HWY. 112 North of Truckers Drive/Parkwest): An ordinance rezoning that property described in Rezoning Petition RZN 14-4883, for approximately 93.04 acres, located at HWY 112 North of Truckers Drive from R-PZD 05-1796, Residential Planned Zoning District Park West, to RSF-8, Residential Single Family, 8 units per acre, and CS, Community Services. ***This ordinance was left on the First Reading at the February 3, 2015 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated the item was a staff initiated rezoning. The Planning Commission is recommending approval 9-0 in favor of the request.

Alderman Marsh: I've gotten a few concerned inquiries regarding the sensitive riparian areas on the site. What protection will those areas have if this were to go forward?

Jeremy Pate: Any zoning district would have to look at the development proposal. We would look at whether there is a streamside protection area and designated wetlands.

Alderman Marsh: Just to be clear, our Streamside Protection ordinance will protect the critical areas.

Jeremy Pate: If it applies. We don't know if it applies currently without a development proposal and seeing if there is actually a stream bank that drains at least 100 acres. We would have to look at our maps to understand that.

Joe Neal, 145 East Cleburn stated his concerns about a portion of the acreage with the proposed rezoning request. He stated he is not sure that anyone has looked at the seasonal wetlands issue. He stated that wetland soils, wetland plants, wetland birds and all kinds of wetland ecological issues need to be taken into consideration. He stated if we continue to lose wetlands, he would like the Council to mitigate losses and take into account what is being lost if authorization of the development of the property is granted.

Aubrey Shepherd, Citizen stated he would like the City Council to engage in some change to ordinances that would require the Planning and Engineering Departments to go back to having a Corp of Engineers delineation of seasonal wetlands. He expressed his concerns if all the acreage was rezoned to eight houses per acre.

Alderman Marsh: Has this been through the Environmental Action Committee?

Alderman Long: It was not on the last agenda. It can be added to the next one.

Alderman Marsh: I would like to see that done. Maybe we could split off the 33.38 acre parcel and go ahead and rezone that, then refer the balance in the critical areas to the Environmental Action Committee.

A discussion followed about sending the item to the Environmental Action Committee for review.

Alderman La Tour: Do we know if the current landowner has an opinion?

Jeremy Pate: I don't know. It's owned by a bank. We have notified them of what staff is presenting. Rezoning's do not go to the Environmental Action Committee, unless the Council sends it there. There are no eminent plans that we are aware of to sell the balance of this property or to develop it at this time.

A discussion followed about rezoning the property to allow it to be more marketable within the city, whereas the property currently has no developing or rezoning rights.

Alderman Gray: Is it possible to break this off as Alderman Marsh has suggested?

City Attorney Kit Williams: This was proposed by staff. Staff would have the right to divide it. My advice is that we need to have some zoning on it that would allow at least some kind of development to go on it, whatever zoning you believe is the most appropriate.

Jeremy Pate: It would be fine to split it off or leave it all and have it go through at the same time.

Alderman Marsh encouraged City Council members to rezone only 33.38 acres and send the ordinance to the Environmental Action Committee for review.

Mayor Jordan: What do Ward 4 Council members think?

Alderman Long: I haven't heard anything from people who live in the area. I didn't want it to move to the second reading at the last meeting, because I usually do hear from people in this area. I haven't had any objections from constituents. I'm happy to take it to the Environmental Action Committee next month.

Alderman La Tour: I haven't heard from any constituents. If I were a stockholder in that bank, I would feel very imposed upon to have City Council say this is wetland and you can't do anything with it. That takes away economic value.

Alderman Long: This isn't restricting the bank's rights. It is allowing them to do something with it. Right now they can't build anything on it. This discussion will put value in their property.

A discussion followed how the ordinance and exhibits would be written if it was amended to rezone 33.38 acres to RSF-8.

Alderman Marsh moved to amend the ordinance to rezone only 33.38 acres with an RSF-8 zoning and not rezone the additional property. Alderman Gray seconded the motion. Upon roll call the motion to amend passed 7-0. Alderman Schoppmeyer was absent.

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 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5740 as Recorded in the office of the City Clerk

RZN 14-4916 (956 Ray Avenue/Hodous): An ordinance rezoning that property described in Rezoning Petition RZN 14-4916, for approximately 0.32 acres, located at 956 Ray Avenue from RMF-24, Residential Multi Family, 24 units per acre, to NS, Neighborhood Services. ***This ordinance was left on the Second Reading at the February 3, 2015 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5741 as Recorded in the office of the City Clerk

Amend §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. ***This ordinance was left on the First Reading and sent to the Ordinance Review Committee. This ordinance was Tabled to the February 17, 2015 City Council meeting and left on the Second Reading at the January 6, 2015 City Council meeting.***

Alderman Long moved to table the ordinance to the April 7, 2015 City Council meeting. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

This ordinance was Tabled to the April 7, 2015 City Council meeting.

New Business:

RZN 14-4938 (N.W. Cross & Maine Intersection/West End Addition): An ordinance rezoning that property described in Rezoning Petition RZN 14-4938, for approximately 2.5 acres, located at Northwest Corner of Cross & Maine Streets from an expired R-PZD, Residential Planned Zoning District Markham Hill Cottages (R-PZD 09-3237), to RSF-8, Residential Single Family, 8 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission disagreed with staff's recommendation and applicant's request. The RMF-24 zoning request was denied by the Planning Commission with a vote of 7-2. He stated a second motion and vote was forwarded to City Council to recommend the property in its entirety be rezoned to RSF-8 units per acre. He stated the applicant is appealing to City Council to continue

the rezoning to RMF-24. The Planning Commission is recommending RSF-8. Staff is in favor of either, RMF-24 or RSF-8.

Mike Bowman, 414 North Walnut stated he is representing the developer that has the parcel under contract. He stated the surrounding area is zoned RMF-24 and is favor of the RMF-24 zoning for the property. He stated there are things that influenced the parcel. The Hillside/Hilltop Overlay District, which is a difficult area to build within, and the parcel has topography challenges.

Tom Brown, 2031 West Maine Street spoke in favor of the rezoning to be RSF-8.

William Henson, Developer stated he wanted a higher density for the parcel due to the topography. He stated it is very steep and will require a lot of dirt work.

Alderman Petty: Have you been building homes out there?

William Henson: Yes.

Alderman Petty: Would you be willing to give us a tour of this area?

William Henson: Absolutely.

Mayor Jordan: Do you want to hold it here until we can have a tour of the property?

Alderman Gray: Yes.

This ordinance was left on the First Reading.

R-PZD 07-2452 (Links at Fayetteville): An ordinance amending a Residential Planned Zoning District entitled R-PZD 07-2452, Links at Fayetteville, located on the north side of Wedington Drive and east of Ruppel Road, containing approximately 152.23 acres, to repeal the phasing plan.

City Attorney Kit Williams read the ordinance.

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

Alderman Kinion: Everything stays in place except phasing, so you will have the same building layout?

Jeremy Pate: Correct.

Alderman Kinion: Along Ruppel Road there are single family detached units on the north side. Would these be sold as individual properties and wouldn't be managed by the developer?

Jeremy Pate: It could. The way that the project along Ruppel Road is being developed, are lots. They could be sold individually for owner occupancy or for rentals.

Alderman Kinion: We don't know if they intend to sell these lots?

Jeremy Pate: Correct.

Alderman Kinion: This has been approved already, but we are just looking at phasing?

Jeremy Pate: Yes.

City Attorney Kit Williams: The City Council changed the Planned Zoning District ordinance last year and did away with the termination if they aren't developed in time, you won't see these problems again as we go through these old PZD's that expire. The current PZD ordinance does not expire. It's a zoning change and remains the same until the City Council rezones.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was 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 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5742 as Recorded in the office of the City Clerk

VAC 14-4933 (Persimmon and Mtn. Ranch Blvd/Parkhill at Mtn. Ranch Subdivision): An ordinance approving VAC 14-4933 submitted by Jorgensen & Associates for property located southwest of Persimmon Street and Mountain Ranch Boulevard to vacate a portion of an existing utility easement.

City Attorney Kit Williams read the ordinance.

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

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5743 as Recorded in the office of the City Clerk

VAC 14-4935 (N. Raven Ln./Cobblestone Subdivision Ph 4): An ordinance approving VAC 14-4935 submitted by Jorgensen & Associates for property located at the north end of Raven Lane to vacate a portion of an existing utility easement.

City Attorney Kit Williams read the ordinance.

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

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5744 as Recorded in the office of the City Clerk

VAC 14-4936 (2269 N. Henbest Dr./Adventure Subaru): An ordinance approving VAC 14-4936 submitted by Jorgensen & Associates for property located at 2269 north Henbest Drive to vacate an existing utility easement.

City Attorney Kit Williams read the ordinance.

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

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5745 as Recorded in the office of the City Clerk

Instrument & Supply, Inc.: An ordinance to waive the requirements of formal competitive bidding and authorize an agreement with Instrument & Supply, Inc. of Hot Springs, Arkansas in the amount of \$40,948.00 plus applicable taxes for the purchase of two water booster pumps and one variable frequency drive for the South Mountain water pump station.

City Attorney Kit Williams read the ordinance.

Tim Nyander, Utilities Director gave a brief description of the ordinance.

Alderman Kinion: This went through the Water, Sewer & Solid Waste Committee and was approved to bring forward.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5746 as Recorded in the office of the City Clerk

U.S. Geological Survey: An ordinance to waive the requirements of formal competitive bidding and authorize a joint funding agreement with the U.S. Geological Survey for stream gauge installation, operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville for 2015 with the amount paid by the city not to exceed \$61,721.00.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the ordinance. He stated they are proposing to share the cost between Engineering and the Water & Sewer Department. He stated the item went through the Water & Sewer Committee with a vote of 3-0 in favor. Staff recommends approval of the request.

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 Petty was absent during the vote. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5747 as Recorded in the office of the City Clerk

University of Arkansas Utility Relocation Agreement: An ordinance to waive the requirements of formal competitive bidding and approve a utility relocation agreement with the University of Arkansas for the relocation of copper and fiber optic cables necessary for the Highway 112

Widening project between Razorback Road and Garland Avenue with the amount to be paid by the City of Fayetteville not to exceed \$33,476.50.

City Attorney Kit Williams read the ordinance.

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

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman Marsh was absent during the vote. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5748 as Recorded in the office of the City Clerk

Walton Arts Center Council, Inc.: An ordinance to waive the requirements of competitive bidding and authorize a contract for educational, entertainment and administrative services in 2015 to the Walton Arts Center Council, Inc. in the amount of \$250,000.00.

City Attorney Kit Williams read the ordinance.

Sharon Waters, Parking & Telecommunications Manager gave a brief description of the ordinance. Staff is recommending approval.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Alderman La Tour: I think these are all wonderful programs, but as a city we have to take priorities into account. I visited with the Chief of Police and Fire Chief this week. We have two full time positions and one part time position at the Police Department that is unfunded and unfilled. We have two full time positions on the Fire Department that are unfunded and unfilled. I am concerned these services we provide for the people of Fayetteville are being underfunded.

I agree with funding and spending some amount of money for the Walton Arts Center. I ask the City Council to fully fund the Police and Fire Departments before we spend money on these wonderful things. Art is important, but nothing is more important than Police and Fire protection for our people.

Paul Becker, Financial Director: The parking fund was created by the Council, therefore its purpose could in fact be changed by the Council. We should remember, that was a user fee created in the Dickson Street area for the purposes of providing parking and promoting that area. This is why the fund was established. The net receipts of parking are pledged against the bonds. Operating expenses come off the gross receipts and what's left, we determine whether or not we can do any other funding. The \$250,000.00 is after that net receipt. It was clearly made to everybody, including the Walton Arts Center, that if we needed that the day the bonds were approved, this contract would not be renewed or we couldn't spend it in any other place.

If we add any staff, that is a perpetual expenditure going forward. We have revenues that potentially could be there, however we would have that expense going forward. We could not rely on funding those positions and we would have to look at other sources of funding. We talked about adding police at budget time. My position is we do not have the available funding at this point and time.

Alderman Kinion: This funding is not for police and fire. We are looking at it as an excess to support the deck.

Paul Becker: Correct. That is why the fund was established.

Alderman La Tour: Who established this fund?

Paul Becker: The City Council.

Alderman La Tour: Could the City Council amend it?

Paul Becker: Yes.

Alderman La Tour stated the City Council could take part of the parking money and apply it to the Police and Fire Departments to make them fully functional and operational. He believes the remaining amount could be given to the Walton Arts Center.

A discussion followed about future revenues.

Alderman La Tour moved to amend the ordinance and move the funds for this contract to the Fire Department and Police Department. The motion failed for lack of a second.

Alderman Long: I am fine with this contract because it was what we committed too. I don't like automatically renewing contracts. I would like it to be brought back to the Council every year for review.

Tim Vogt, CFO of the Walton Arts Center: Thank you for your consideration for this contract. It greatly benefits us as we try to bring arts and education to the community and region. Our preference would be for the Council to leave it as it is.

Alderman La Tour: What is your annual operating budget?

Tim Vogt: It is about \$15 million dollars.

Alderman La Tour: Where does that operating budget come from?

Tim Vogt: Half is earned income and half is contributed income.

A discussion followed about earned and contributed income for the Walton Arts Center. A list of programs and functions were discussed that utilizes the \$250,000.00 funds.

Alderman La Tour stated that one of the positions that are unfunded at the Police Department is a dispatcher. He has an appreciation for art, but doesn't believe it is more important than a 911 dispatcher or firefighter being available in time of need.

Don Marr, Chief of Staff stated when we make a statement we are compromising a service, particularly a service in public safety, that's something every single Council member and every person in the administration knows is a top priority. He stated we are not, not meeting any dispatch staffing limit by having that position open. He stated if it became an issue where we were unable to staff, we would add it in the budget as a requirement. He stated in terms of our Fire Department, the positions that were frozen back in 2009, was a Safety Captain, which does inspections with our Business License program and works for our Fire Marshall office, which are being handled by an existing staff member. He spoke about the Fire Department and Police Department staffing and their ability to respond in a timely manner to calls.

Mayor Jordan: Tell us about the ISO rating.

David Dayringer, Fire Chief: The ISO rating is the insurance services office rating. It gives each municipality a public protection certification. In Fayetteville last year we pulled our ISO rating from a four to a two. They grade each city on their ability to protect the public and property in the city. Everyone's insurance premium should go down as a result of that.

Mayor Jordan: The highest rating would be a one and the lowest rating would be a nine. We are setting at a two. Do you think the city is safe?

David Dayringer, Fire Chief: Yes sir, I do.

Alderman La Tour: If we were to fund these additional positions, would that enhance or detract from your ability to provide safety for the people of Fayetteville?

David Dayringer, Fire Chief: Right now we are filling those positions with overtime. There are firefighters in those positions. At this point it really wouldn't make a difference.

Alderman La Tour: You are filling them with overtime. Other people are working those hours instead of paying their normal salary, we are paying time and a half?

Chief David Dayringer: Yes. To fill those positions using current employees, paying them time and a half, as opposed to hiring a new person and paying them the benefits associated with the startup cost for each firefighter, it is more efficient to pay a current employee overtime.

Alderman La Tour: If we are filling it in a more economical way, why do we keep those positions open?

David Dayringer, Fire Chief: Our call volume is going up as our population increases. At some point it might become more cost effective to hire new employees than it is to use current employees on overtime.

Mayor Jordan: How often do you all meet with me?

Greg Tabor, Chief of Police: Every Monday morning at 9:00 a.m.

Mayor Jordan stated they talk about the safety of the city.

Greg Tabor, Chief of Police: We give the Mayor an update about what has happened throughout the week. We talk about all these discussions we are having here tonight.

Mayor Jordan: If at any time you thought the city was unsafe, would you recommend to me to fill whatever positions you needed filled? Do you feel comfortable doing that?

Greg Tabor, Chief of Police: I absolutely feel comfortable with doing that.

David Dayringer, Fire Chief: Yes sir, I do.

A discussion followed about the automatic renewal contract process for the Walton Arts Center.

Alderman Long moved to remove the automatic renewals from the ordinance. Alderman La Tour seconded the motion. Upon roll call the motion failed 3-4. Alderman La Tour, Long, and Tennant voting yes. Alderman Gray, Marsh, Kinion, and Petty voting no. Alderman Schoppmeyer was absent.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-1. Alderman La Tour voting no. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Alderman Petty: When you look at an institution that is designed to be integral to the city, such as the Walton Arts Center and compare it to their contemporaries, on average institutions receive 9% of their operating funds from state and local sources. The Walton Arts Center receives much

less than that in state and local sources. If we want an efficient operation over there, we should work with our state partners to find them more.

I appreciate Alderman La Tour's comments. You are raising questions of governance. The reason we have those frozen positions is because it is impolitic to remove them. If anybody wants to bring forward a motion, I would co-sponsor it to remove those positions until such time as the Chiefs recommend that we need them. The Walton Arts Center is earning these proceeds and art should be a priority.

Alderman Marsh: This is coming from parking revenues. Many reasons people come to Downtown is to go to the Walton Arts Center. As far as police services and keeping our city safe, I see engaging children in the arts as crime prevention. This is good for tourism and a great partnership with the Walton Arts Center.

Alderman La Tour spoke about the strategies that were previously discussed in filling open positions with overtime. He spoke about increasing tourism and economic development. He agrees that the arts are a good thing, but would like to prioritize.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-1. Alderman La Tour voting no. Alderman Schoppmeyer was absent.

Ordinance 5749 as Recorded in the office of the City Clerk

Associated Time & Parking Controls Spring Street Parking Deck: An ordinance to waive the requirements of formal competitive bidding and authorize the purchase of digital parking equipment from Associated Time & Parking Controls in the amount of \$98,805.95 for the Spring Street Parking Deck.

City Attorney Kit Williams read the ordinance.

Sharon Waters, Parking & Telecommunications Manager gave a brief description of the ordinance.

Alderman Tennant: It is important for people to know what is being used as the trade in allowance and what that value is.

Sharon Waters: They are giving us \$22,000.00, which is going to buy back the equipment that we recently removed in the south and east lots.

Alderman Tennant thanked Mrs. Waters for her work on receiving funds for a trade in on equipment.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5750 as Recorded in the office of the City Clerk

Associated Time & Parking Controls West Avenue Parking Lot: An ordinance to waive the requirements of formal competitive bidding and authorize the purchase of digital parking equipment from Associated Time & Parking Controls in the amount of \$66,985.91 for the West Avenue parking lot.

City Attorney Kit Williams read the ordinance.

Sharon Waters, Parking & Telecommunications Manager gave a brief description of the ordinance.

Don Marr, Chief of Staff: Completing this lot will make all parking in the Entertainment District exactly the same methodology, which was the feedback from our customer service survey to try to get all the parking to function the same way about how you pay for spaces.

A discussion followed about being consistent with the parking equipment.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5751 as Recorded in the office of the City Clerk

Gulley Park Two Single Family Lot Sell: A resolution to authorize Mayor Jordan to offer for sale approximately 1.25 acres of city owned real property on Old Wire Road near Gulley Park.

Connie Edmonston, Parks & Recreation Director gave a brief description of the resolution.

A discussion followed about tabling the item to have more time to review additional information.

Alderman Long moved to table the resolution to the March 3, 2015 City Council meeting. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

This resolution was Tabled to the March 3, 2015 City Council meeting.

Announcements:

Alderman Tennant: The Ordinance Review Committee meeting will be February 18, 2015 at 2:00 p.m. in Room 326.

Alderman Long: We will have a Ward 4 meeting on Monday, February 23, 2015 at 6:00 p.m. in Room 111.

Alderman Marsh reminded everyone that the bill in protecting firefighters is coming up before the House Committee on February 18, 2015. She stated it is about getting benefits as a result of their service.

Mayor Jordan: I am on record being in support of it.

Alderman Kinion stated there were openings on the Board, Committees and Commissions. He encouraged citizens to apply.

City Attorney Kit Williams stated he would be involved in a trial at the next scheduled City Council meeting. He stated Assistant City Attorney, Blake Pennington would be there in his absence.

Don Marr, Chief of Staff stated due to the inclement weather that occurred, the Recycling and Trash service would be on a modified schedule.

Adjournment: 7:45 p.m.

City Council Agenda Session Presentations:

Agenda Session Presentation - Economic Development Quarterly Report - Chung Tan

City Council Tour: None

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

UNOFFICIAL

MEMORANDUM OF UNDERSTANDING

The City of Fayetteville, the Walton Arts Center Council, Inc., CDI Contractors, L.L.C., and Boora Architects, Inc. agree as follows:

Parties to this Memorandum of Understanding

- A. CDI Contractors, L.L.C. has been selected as Construction Manager/Contractor for the Walton Arts Center Expansion and Enhancement Project and has entered into a 19 page AIA Contract (attached as Exhibit A to this Memorandum of Understanding) with the Walton Arts Center on April 1, 2014.
- B. Boora Architects, Inc. has been selected as Architect for the Walton Arts Center Expansion and Enhancement Project and will serve as such during the design and construction of this project.
- C. The Walton Arts Center as authorized by the Walton Arts Center Council, Inc. has entered into a 19 page AIA Contract with CDI Contractors, L.L.C. on April 1, 2014 as the "Owner" and primary funder of the costs of the Walton Arts Center Expansion and Enhancement Project which is anticipated to cost around \$16 million.
- D. On February 3, 2015, CDI Contractors, LLC; Boora Architects, Inc. and the Walton Arts Center agreed to a change order which established the final complete cost of the construction of the Walton Arts Center Expansion and Enhancement Project at **\$15,986.439.00**. (This is attached as Exhibit B to this Memorandum of Understanding.) This figure may be subject to change by future change orders and other contingencies. The date of Substantial Completion is November 1, 2016.
- E. The City of Fayetteville jointly owns the property with the University of Arkansas upon which the Walton Arts Center sits and will be expanded and enhanced. The citizens of Fayetteville voted to authorize the City Council to issue bonds supported by the City's one cent Hotel, Motel and Restaurant tax (which is otherwise designated for the Advertising and Promotion Commission) to partially fund a portion of the Walton Arts

the largest font. One will feature the Citizens of Fayetteville prominently in the "recognition wall" which will be displayed in the main lobby. The second will list the Citizens of Fayetteville as part of a smaller group of major contributors. This will be near a light sculpture in the main lobby to honor those major contributors. A bronze construction marker will be mounted on the building listing City of Fayetteville elected officials, members of the Walton Arts Center Council, and noting the completion date of the project.

6. Pursuant to paragraph 1.2 of the AIA Document 133-2009 which was the "Standard Form Agreement" signed by the Walton Arts Center and CDI Contractors, Inc.:

"All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for this portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order outlined in Article 2.2."

7. All parties to this Memorandum of Understanding agree and acknowledge that the City of Fayetteville may exercise its rights enumerated in the above quoted language prior to expending proceeds from the 2014 HMR Bonds on the Walton Arts Center Expansion and Enhancement Project.

8. All of the parties acknowledge that the City of Fayetteville is a Third Party Beneficiary of any and all Contracts for design or construction of the Walton Arts Center Expansion and Enhancement Project upon and to the extent of its investment and payment of the proceeds of the 2014 HMR Bonds and that it may require a separate Schedule of Values, Pay Application and cost allocation for portions of the project being paid fully or partially by 2014 HMR Bond revenue.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 3, 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:****Agenda Additions:****A. Consent:**

A.1 2014-0498 APPROVAL OF THE FEBRUARY 17, 2015 CITY COUNCIL MEETING MINUTES.

A.2 2015-0072 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 \$11,315.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [SRF SRM for Hazmat Service Revenue from Washington County](#)
[BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County 2015](#)

A.3 2015-0073 BID #15-19 PIG TRAIL HARLEY DAVIDSON:

A RESOLUTION TO AWARD BID #15-19 TO PIG TRAIL HARLEY DAVIDSON OF ROGERS, ARKANSAS AND AUTHORIZE THE PURCHASE OF THREE (3) 2015 HARLEY DAVIDSON FLHTP MOTORCYCLES IN THE TOTAL AMOUNT OF \$59,742.00 FOR USE BY THE POLICE DEPARTMENT

Attachments: [SRP 3-3-15 PDPT motorcycles 1286, 1287, 1288](#)

A.4 2015-0075 BID #15-20 TRUCK CENTERS OF ARKANSAS:

A RESOLUTION TO AWARD BID #15-20 TO TRUCK CENTERS OF ARKANSAS AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER M2-106 TRUCKS WITH KANN RECYCLE BODIES IN THE TOTAL AMOUNT OF \$340,852.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: [SRP 3-3-15 SWRC Recycling Trucks 4027, 4028](#)

A.5 2015-0076 BID #15-18 LEWIS FORD SALES, INC.:

A RESOLUTION TO AWARD BID #15-18 TO LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS FOR THE PURCHASE OF TWO (2) 2015 FORD F550 4X4 TRUCKS WITH READING UTILITY BODIES IN THE AMOUNT OF \$91,407.52 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [SRP 3-3-15 WSWD Utility Body 385, 386](#)

A.6 2015-0084 OAKLAND AVENUE RIGHT OF WAY DEDICATION:

A RESOLUTION TO APPROVE THE DEDICATION OF 22 FEET OF RIGHT OF WAY FROM CENTERLINE FOR OAKLAND AVENUE ALONG THE EAST SIDE OF 940 WEST MAPLE STREET AS RECOMMENDED BY THE PLANNING COMMISSION

Attachments: [Full Report Packet](#)
 [CC RES 14-4919](#)

A.7 2015-0077 WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION TO APPROVE THE PURCHASE OF FOUR (4) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$47,857.00 PURSUANT TO A STATE PROCUREMENT CONTRACT

Attachments: [SRP 3-3-15 PKMN mowers 5059, 5060, 5061 and APMN 5062](#)

A.8 2015-0079 WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW HOLLAND T6.155 4WD CAB TRACTOR WITH LOADER IN THE AMOUNT OF \$73,255.00 AND ONE (1) NEW HOLLAND WORKMASTER 55 4WD TRACTOR IN THE AMOUNT OF \$20,195.00 FROM WILLIAMS TRACTOR OF FAYETTEVILLE, PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT

Attachments: [SRP 3-3-15 WWPE Tractor 5057, 5058](#)

A.9 2015-0078 COUNTRYSIDE FARM AND LAWN:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A JOHN DEERE 6115D CAB TRACTOR WITH H340 FARM LOADER FROM COUNTRYSIDE FARM AND LAWN OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$68,607.76 PLUS ANY APPLICABLE TAX PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments: [SRP 3-3-15 WWPE Tractor 5059](#)

A.10 2015-0085 GAMETIME C/O CUNNINGHAM RECREATION:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GAMETIME C/O CUNNINGHAM RECREATION IN THE AMOUNT OF \$21,030.45 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR PRISM EDUCATION CENTER

Attachments: [Playground Install-SRF-SRM-PO-Att](#)

A.11 2015-0091 ARKANSAS RECREATIONAL TRAILS PROGRAM GRANT:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS FUNDS AND AUTHORIZING APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS RECREATIONAL TRAILS PROGRAM IN AN AMOUNT UP TO \$75,000.00 FOR CONSTRUCTION OF THREE SECTIONS OF BOARDWALK ON THE LAKE FAYETTEVILLE NATURE TRAIL

Attachments: [2015-0091 ARTP grant app request for Lake Fayetteville Nature Trail](#)

B. Unfinished Business:

B.1 2015-0023 RZN 14-4882 (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE):

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4882, FOR APPROXIMATELY 21.63 ACRES, LOCATED ON THE EAST SIDE OF RUPPLE ROAD NORTH OF THE BOYS AND GIRLS CLUB, FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT R-PZD 06-1884 WESTSIDE VILLAGE, TO NS, NEIGHBORHOOD SERVICES

Attachments:

[14-4882 Agenda Item](#)

[14-4882 Exhibit A and B](#)

[14-4882 CC ORD](#)

This ordinance was left on the First Reading at the February 3, 2015 City Council meeting. This ordinance was left on the Second Reading at the 2/17/15 City Council Meeting.

B.2 2015-0060 RZN 14-4938 (N.W. CROSS & MAINE INTERSECTION/WEST END ADDITION):

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4938, FOR APPROXIMATELY 2.5 ACRES, LOCATED AT NORTHWEST CORNER OF CROSS & MAINE STREETS FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT MARKHAM HILL COTTAGES (R-PZD 09-3237), TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:

[14-4938 Staff reports](#)

[14-4938 exhibits](#)

[14-4938 CC ORD](#)

This ordinance was left on the 1st reading at the 2/17/15 City Council Meeting.

B.3 2015-0056 GULLEY PARK TWO SINGLE FAMILY LOT SELL:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO OFFER FOR SALE APPROXIMATELY 1.25 ACRES OF CITY OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK

Attachments:

[2015-0056 Request to Sell Gulley Park Lots](#)

[2015-0056 Gulley Park Two Single Family Lot Sell supplemental info](#)

This resolution was tabled to the 3/3/15 City Council meeting at the 2/17/15 City Council Meeting.

C. New Business:

C.1 2015-0074 REZONING PETITION RZN 15-4942:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4942, FOR APPROXIMATELY 4.84 ACRES, LOCATED AT 3010 WEST OLD FARMINGTON ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments: [15-4942 reports](#)
 [15-4942 CC Exhibits](#)
 [15-4942 CC ORD](#)

C.2 2015-0071 WALTON ARTS CENTER EXPANSION:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE WALTON ARTS CENTER, CDI CONTRACTORS, LLC AND BOORA ARCHITECTS, INC. TO SPEND NOT TO EXCEED \$6,323,515.00 OF THE 2014 HMR BOND PROCEEDS TO PARTIALLY PAY FOR THE WALTON ARTS CENTER EXPANSION AND ENHANCEMENT PROJECT

Attachments: [2015-0071 WAC Expansion contract](#)
 [Memorandum of Understanding WAC expansion project with Exhibits A & B](#)

C.3 2015-0088 CROSSLAND CONSTRUCTION COMPANY, INC (REGIONAL PARK)

A RESOLUTION TO AWARD BID #14-46 AND AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$11,788,362.19 FOR CONSTRUCTION OF PHASE ONE OF THE REGIONAL PARK, TO APPROVE CHANGE ORDER NO. 1 TO REDUCE THE CONTRACT PRICE BY THE AMOUNT OF \$2,358,997.27, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$528,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2015-0088 Crossland Construction contract Reg Park Ph One](#)
 [BA2015_Crossland Constr 2015-0088.xlsm](#)
 [PO Crossland HMR bonds 02192015](#)
 [PO Crossland Parks 02192015](#)
 [PO Crossland Trans. Bonds 02192015](#)

C.4 2015-0086 GOODWIN & GOODWIN, INC (REGIONAL PARK)

A RESOLUTION TO AWARD BID #15-15 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$707,007.50 FOR CONSTRUCTION OF A NEW 18 INCH WATERLINE FOR THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY OF \$70,701.00

Attachments: [030315 Goodwin&Goodwin Kessler Mountain Agenda Packet](#)

C.5 2015-0087 GARVER, LLC (REGIONAL PARK)

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC TO ADD CONSTRUCTION PHASE SERVICES ON THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT IN AN AMOUNT NOT TO EXCEED \$71,200.00

Attachments: [Garver Amendment Agenda Packet](#)

C.6 2015-0092 LOSE AND ASSOCIATES, INC (REGIONAL PARK)

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT WITH LOSE AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$322,137.00 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE ONE OF THE REGIONAL PARK PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2015-0092 CA #2 Lose and Associates, Inc.](#)
[BA2015_Lose CO#3 2015-0092.xlsm](#)

C.7 2015-0093 GRUBBS, HOSKYN, BARTON & WYATT, INC. (REGIONAL PARK)

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR CONSTRUCTION MATERIALS TESTING FOR PHASE ONE OF THE REGIONAL PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$91,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2015-0093 Regional Park Constr Testing Grubbs](#)
[BA2015 Grubbs 2015-0093.xlsm](#)
[DC TO MAYOR, CITY COUNCIL RE GRUBBS, HOSKYN CONTRACT FOR M/](#)

C.8 2015-0080 NEW WORLD SYSTEMS CORPORATION (SOFTWARE SERVICE AND MAINTENANCE):

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A TWO (2) YEAR CONTRACT WITH NEW WORLD SYSTEMS CORPORATION FOR SOFTWARE SERVICE AND MAINTENANCE IN THE AMOUNT OF \$106,690.00 PER YEAR, PLUS ANY APPLICABLE SALES TAXES

Attachments: [AS400 SSMA.pdf](#)

C.9 2015-0081 2015 EMPLOYEE COMPENSATION ADJUSTMENT

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,375,000.00 TO FUND THE CITY-WIDE 2015 EMPLOYEE COMPENSATION ADJUSTMENT

Attachments: [SRF - EMPLOYEE COMPENSATION 2015-0081.xlsx](#)
 [SRM - 2015 ECP 2015-0081 MEMO.docx](#)
 [BA2015 - 2015-0081 ECP2015.xlsm](#)

D. City Council Agenda Session Presentations:

Paul Becker: Mayors Recommended Pay Plan for 2015

Jeremy Pate: Spring Street Municipal Parking Deck Construction

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE



City of Fayetteville, Arkansas

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

Text File

File Number: 2014-0498

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.1

APPROVAL OF THE FEBRUARY 17, 2015 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0072

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.2

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 \$11,315.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution and made a part hereof, recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$11,315.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2015-0072

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

2/10/2015

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$11,315.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.3040.5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 17,180.00

Funds Obligated \$ 1,275.12

Current Balance \$ 15,904.88

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 11,315.00

Remaining Budget \$ 27,219.88

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

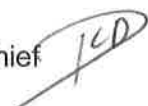
Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief 

DATE: February 10, 2015

SUBJECT: Approval of a budget adjustment in the amount of \$11,315.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$11,315.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$11,315.00 of Hazmat Services Revenue from Washington County. The Fire Department would like to utilize the revenue to complete the outfitting of a secondary hazmat unit and offset costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Budget Year	Division: Fire	Adjustment Number
2015	Dept.: Fire	
	Requestor: David Dayringer	

This Budget Adjustment will take funding from the Haz-Mat Revenue Account-1010.0001.4401.08 which will reflect revenue from Hazmat Services from Washington County of \$11,315.00 and place it in 1010.3040.5218.01--Haz-Mat Equipment to assist in the further outfitting of a secondary hazmat unit and offset costs for Fayetteville Haz-Mat Team and cover expenses for training and related expenses.

RESOLUTION/ORDINANCE

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0073

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.3

BID #15-19 PIG TRAIL HARLEY DAVIDSON:

A RESOLUTION TO AWARD BID #15-19 TO PIG TRAIL HARLEY DAVIDSON OF ROGERS, ARKANSAS AND AUTHORIZE THE PURCHASE OF THREE (3) 2015 HARLEY DAVIDSON FLHTP MOTORCYCLES IN THE TOTAL AMOUNT OF \$59,742.00 FOR USE BY THE POLICE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #15-19 to Pig Trail Harley Davidson of Rogers, Arkansas and authorizes the purchase of three (3) Harley Davidson FLHTP motorcycles in the total amount of \$59,742.00 for use by the Police Department.

City of Fayetteville Staff Review Form

2015-0073

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn/Barbara Olsen

2/11/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of three (3) 2015 Harley Davidson FLHTP Motorcycles from Pig Trail Harley Davidson of Rogers, Arkansas off of Bid 15-19 in the amount of \$19,914.00 each, for a total of \$59,742.00 for use by the Police Department.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02081.2014 & 2015

Police/Passenger

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 622,784.00

Funds Obligated \$ 64,573.00

Current Balance \$ 558,211.00

Does item have a cost? Yes

Item Cost \$ 59,742.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 498,469.00

Previous Ordinance or Resolution #

V20140710

Original Contract Number:

Approval Date:

Comments:

MEETING OF MARCH 3, 2015

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: February 11, 2015
SUBJECT: Purchase of three motorcycles for Police

RECOMMENDATION:

That City Council approve the purchase of three 2015 Harley Davidson FLHTP Motorcycles from Pig Trail Harley Davidson of Rogers, Arkansas off of Bid 15-19 in the amount of \$19,914.00 each, for a total of \$59,742.00 for use by the Police Department.

BACKGROUND:

Units 1210 and 1211 are both 2009 Harley Davidson FLHTP Police Package Motorcycles that were due for replacement in 2014 and were pushed back until 2015. They are no longer dependable enough for front line police work. They need to be replaced.

Unit 1237 is a 2012 Harley Davidson FLHTP Police Package Motorcycle that was totaled in an accident in September 2014 and needs to be replaced.

DISCUSSION:

Bid 15-19 was opened on January 30th, Pig Trail Harley Davidson had the lowest bid that met all specs that were required in the amount of \$19,914.00 each, for a total of \$59,742.00 for use by the Police Department.

This purchase was approved by the Equipment Committee on February 10, 2015.

BUDGET/STAFF IMPACT:

Sufficient replacement funds have been budgeted for units 1210 and 1211. The funds already collected along with what the old units will bring when sold will easily cover the costs of the new units.

Although unit 1237 was not budgeted to be replaced in 2015, there is a surplus of funds from other units. These funds will be used to replace 1237.

Attachments:

PO – Purchase Requisition
Bid Tab

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

City of Fayetteville - Purchase Order Request (PO)										Requisition No.:	Date:
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.										P.O Number:	
Vendor #:	16942	Vendor Name:		Pig Trail Harley Davidson			Mail	Yes	No	Legistar#:	2015-0073
Address:				FOB Point:			Taxable	Yes	No	Expected Delivery Date:	
City:		State:		Zip Code:	Ship to code:	50	Quotes Attached	Yes	No		
Requester:	Sara Glenn			Requester's Employee #:	3912		Extension:	3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #		
1	2015 Harley Davidson FLHTP Motorcycles	2	each	19,914.00	\$39,828.00	9700.1920.5802.00	02081.2014		701286 & 701287		
2	To be units 1286 and 1287, Fixed asset # 701286 and 701287				\$0.00						
3	2015 Harley Davidson FLHTP Motorcycles	1	each	19,914.00	\$19,914.00	9700.1920.5802.00	02081.2015		701288		
4	To be unit 1288, Fixed asset # 701288				\$0.00						
5	Off of Bid Tab 15-19				\$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:	\$59,742.00
										Tax:	\$0.00
										Total:	\$59,742.00
Approvals:											
Mayor:										Purchasing Manager:	
Chief Financial Officer:										IT Director:	
Dispatch Manager:										Other:	



Bid: 15-19
1/30/2015
2:00 PM
City of Fayetteville

Bid 15-19, Police Patrol Motorcycle

BIDDER	QTY	Price Per Each	Total Bid
Pig Trail Harley Davidson Mfg/Model Bid	3	\$ 19,914.00 Harley Davidson FLHTP	\$ 59,742.00

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

C. Reef

Witness

1-30-15

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0075

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.4

BID #15-20 TRUCK CENTERS OF ARKANSAS:

A RESOLUTION TO AWARD BID #15-20 TO TRUCK CENTERS OF ARKANSAS AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER M2-106 TRUCKS WITH KANN RECYCLE BODIES IN THE TOTAL AMOUNT OF \$340,852.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #15-20 and authorizes the purchase of two (2) Freightliner M2-106 trucks with Kann recycle bodies in the total amount of \$340,852.00 from Truck Centers of Arkansas for use by the Recycling and Trash Collection Division.

City of Fayetteville Staff Review Form

2015-0075

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn/Barbara Olsen

2/11/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of two 2015 Freightliner M2-106 with Kann Recycle Bodies from Truck Centers of AR of Springdale, AR off of Bid 15-20 (bid tab attached) in the amount of \$170,426.00 each, for a total of \$340,852.00

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02082.2015

Solid Waste Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 859,700.00

Funds Obligated

Current Balance \$ 859,700.00

Does item have a cost? Yes

Item Cost \$ 340,852.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 518,848.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: February 11, 2015
SUBJECT: Purchase of two Recycle trucks for Recycling and Trash Collection

RECOMMENDATION:

That City Council approve the purchase of two 2015 Freightliner M2-106 with Kann Recycle Bodies from Truck Centers of AR of Springdale, AR off of Bid 15-20 in the amount of \$170,426.00 each, for a total of \$340,852.00.

BACKGROUND:

Units 487 and 489 are both 2007 Freightliner Recycling Trucks. They are due for replacement this year and no longer can stand up to daily frontline use.

DISCUSSION:

Bid 15-20 was opened on January 30th, Truck Centers of AR had the lowest bid that met all specs that were required.

This purchase was approved by the Equipment Committee on February 10, 2015.

BUDGET/STAFF IMPACT:

Sufficient replacement funds have been budgeted for and collected for each.

Attachments:

PO – Purchase Requisition
Bid Tab

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

City of Fayetteville - Purchase Order Request (PO)												Requisition No.:	Date:
(Not a Purchase Order)												2/11/2015	
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.												P.O Number:	
Purchase shall not be made until an actual PO has been issued.													
Vendor #:	16751	Vendor Name:	Truck Centers of AR									Legistar#:	2015-0075
Address:			FOB Point:						Mail	☒ Yes	☐ No	Expected Delivery Date:	
City:			State:						Taxable	☐ Yes	☒ No		
Requester:	Sara Glenn		Requester's Employee #:		3912		Ship to code:		Quotes Attached		☐ Yes	☒ No	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #				
1	2015 Freightliner M2-106 with Kann Recycle Bodies	2	each	170,426.00	\$340,852.00	9700:1920.5802.00	02082.2015		704027 and 704028				
2	To be units 4027 and 4028, Fixed asset # 704027 and 704028				\$0.00								
3	Off of Bid Tab 15-20				\$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:	\$340,852.00
												Tax:	\$0.00
												Total:	\$340,852.00
Approvals:													
Mayor:												Purchasing Manager:	
Chief Financial Officer:												IT Director:	
Dispatch Manager:												Other:	



Bid: 15-20
1/30/2015
2:00 PM
City of Fayetteville

Bid 15-20, Recycling Truck

BIDDER	QTY	Chassis	Recycle Body	Total Bid
Truck Centers of AR Mfg/Model Bid	2	\$ 95,424.00 Freightliner M2-106	75,002.00 Kann Versa Haul	\$ 340,852.00

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

C. Reef

Witness

1-30-15

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0076

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.5

BID #15-18 LEWIS FORD SALES, INC.:

A RESOLUTION TO AWARD BID #15-18 TO LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS FOR THE PURCHASE OF TWO (2) 2015 FORD F550 4X4 TRUCKS WITH READING UTILITY BODIES IN THE AMOUNT OF \$91,407.52 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #15-18 to Lewis Ford Sales, Inc. of Fayetteville, Arkansas and approves the purchase of two (2) Ford F550 4x4 trucks with Reading Utility Bodies in the amount of \$91,407.52 for use by the Water and Sewer Operations Division.

City of Fayetteville Staff Review Form

2015-0076

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn/Barbara Olsen

2/11/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of two 2015 Ford F550 4x4 with Reading Utility Body from Lewis Ford Sales Inc of Fayetteville, AR off of Bid 15-18 in the amount of \$45,703.76 each, for a total amount of \$91,407.52.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02078.2014 &2015

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 940,801.00

Funds Obligated \$ 151,659.02

Current Balance \$ 789,141.98

Does item have a cost? Yes

Item Cost \$ 91,407.52

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 697,734.46

Previous Ordinance or Resolution #

V20140710

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: February 11, 2015
SUBJECT: Purchase of two Utility body trucks for Water and Sewer

RECOMMENDATION:

That City Council approve the purchase of two 2015 Ford F550 4x4 with Reading Utility Body from Lewis Ford Sales Inc of Fayetteville, AR off of Bid 15-18 in the amount of \$45,703.76 each, for a total amount of \$91,407.52

BACKGROUND:

Unit #364 is a 2008 Ford F550 truck that is worn out and needs to be replaced. It is due for replacement this year and needs to go as it is no longer reliable for full time front line use.

Unit #347 is a 2005 Ford F550 truck that is worn out and needs to be replaced. It had an 8 year life and we utilized it for 10 years. It is now worn out and overdue for replacement.

DISCUSSION:

Bid 15-18 was opened on January 30th, Lewis Ford Sales Inc had the lowest bid that met all specs that were required, and with the utility body that best suits the City's needs.

This purchase was approved by the Equipment Committee on February 10, 2015.

BUDGET/STAFF IMPACT:

Sufficient replacement funds have been budgeted. The funds already collected along with what the old units will bring when sold will easily cover the costs of the new units.

Attachments:

PO – Purchase Requisition
Bid Tab

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requestion No.:										Date: 2/11/2015	
P.O Number:											
Vendor #:		7040		Vendor Name:		Lewis Ford Sales Inc.		Mail ☒ Yes ☐ No		Legistar#: 2015-0076	
Address:				FOB Point:				Taxable ☐ Yes ☒ No		Expected Delivery Date:	
City:				State:				Zip Code:		Ship to code: 50	
Requester:		Sara Glenn		Requester's Employee #:		3912		Extension:		3485	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #		
1	2015 Ford F550 4x4 with Reading Utility Body	1	each	45,703.76	\$45,703.76	9700.1920.5802.00	02078.2015		700386		
2	To be unit 386, Fixed asset # 700386				\$0.00						
3	2015 Ford F550 4x4 with Reading Utility Body	1	each	45,703.76	\$45,703.76	9700.1920.5802.00	02078.2014		700385		
4	To be unit 385, Fixed asset # 700385				\$0.00						
5	Off of Bid Tab 15-18				\$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:										\$91,407.52	
Tax:										\$0.00	
Total:										\$91,407.52	
Approvals:											
Mayor:				Department Director:				Purchasing Manager:			
Chief Financial Officer:				Budget Director:				IT Director:			
Dispatch Manager:				Utilities Manager:				Other: <i>[Signature]</i>			



Bid: 15-18
1/30/2015
2:00 PM
City of Fayetteville

Bid 15-18, 4x4 Utility Body Truck

BIDDER	QTY	Chassis	Utility Body	Total Bid
Breeden Dodge C/JR Opt 1 Mfg/Model Bid	2	\$ 36,827.00 RAM 5500	7,654.00 Knapheide 7108D54FJ	\$ 88,962.00
Breeden Dodge C/JR Opt 2 Mfg/Model Bid	2	\$ 45,327.00 RAM 5500 - Diesel	7,654.00 Knapheide 7108D54FJ	\$ 105,962.00
Equipment Technologies LLC Mfg/Model Bid	2	\$ 39,740.04 Ford F550	9,975.49 ETI SB68	\$ 99,431.06
Lewis Ford Sales Inc Mfg/Model Bid	2	\$ 37,997.76 Ford F550	7,706.00 Reading U108ABHH	\$ 91,407.52

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

CERTIFIED:

P. Vico

P. Vice, Purchasing Manager

C. Ray

Witness

1-30-15
Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0084

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.6

OAKLAND AVENUE RIGHT OF WAY DEDICATION:

A RESOLUTION TO APPROVE THE DEDICATION OF 22 FEET OF RIGHT OF WAY FROM CENTERLINE FOR OAKLAND AVENUE ALONG THE EAST SIDE OF 940 WEST MAPLE STREET AS RECOMMENDED BY THE PLANNING COMMISSION

WHEREAS, Oakland Avenue is an approved public street with sufficient width to meet Local Street design standards; and

WHEREAS, the property owner will construct a new sidewalk along the property frontage, consistent with the University of Arkansas sidewalk plan; and

WHEREAS, the Planning Commission voted 8-1 to recommend to the City Council that a lesser dedication of right-of-way be allowed pursuant to §166.04(B)(3)(a); and

WHEREAS, the City Council has determined that the dedication of 22 feet from centerline for Oakland Avenue and other on-site street improvements are roughly proportional to the impact that the construction of the development will cause Fayetteville.

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 confirms and adopts the Planning Commission's recommendation to accept the offered 22 feet of right-of-way dedication from centerline along Oakland Avenue along with all other on-site improvements.

City of Fayetteville Staff Review Form

2015-0084

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

2/13/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

LSD 14-4919: Large Scale Development (940 WEST MAPLE ST./CHI OMEGA HOUSE, 444): Submitted by DEVELOPMENT CONSULTANTS, INC. for property located at 940 WEST MAPLE ST. The property is zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contains approximately 0.80 acres. The request is for a lesser dedication of right-of-way for Oakland Avenue.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: February 12, 2015

SUBJECT: **LSD 14-4919: Large Scale Development (940 WEST MAPLE ST./CHI OMEGA HOUSE, 444):** Submitted by DEVELOPMENT CONSULTANTS, INC. for property located at 940 WEST MAPLE ST. The property is zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contains approximately 0.80 acres. The request is for a lesser dedication of right-of-way for Oakland Avenue.

RECOMMENDATION:

The Planning Commission and City Planning Staff recommend approval of a resolution to allow a lesser dedication of right-of-way along Oakland Avenue.

BACKGROUND:

Oakland Avenue was originally platted as a 40-foot right-of-way. Today the street is approximately 28-feet wide and there are relatively high traffic volumes, which is indicative of a Local Street and a 50-foot right-of-way. Per the Master Street Plan requirements, an additional 5-feet of right-of-way must be dedicated with the currently proposed large scale development on this site, and the sidewalk along Oakland Avenue, which is being reconstructed, should be located at the new right-of-way line.

The University of Arkansas has a Master Sidewalk Plan for all of the streets within the campus boundary area and specifies a 5.5-foot sidewalk at the back of the curb line along Oakland Avenue. Consistent with that plan, the applicants are proposing a 5.5-foot sidewalk, to account for the shy distance with the sidewalk at the back of the curb. Additionally, locating the sidewalk at the back of curb will provide a continuous 26-foot aerial apparatus fire access as required by the Fire Code.

DISCUSSION:

On January 12, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 8-1-0 with Commissioner Chessser voting 'no'. Several of the commissioners discussed concerns with some of the multiple variances associated with the development, however, none of the concerns were related to the subject right-of-way dedication.

BUDGET/STAFF IMPACT:

N/A

Attachments: Staff Review Form, CC Resolution, Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew, Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner
 Corey Granderson, Staff Engineer

MEETING: January 12, 2015 Updated January 13, 2015

SUBJECT: **LSD 14-4919: Large Scale Development (940 WEST MAPLE ST./CHI OMEGA HOUSE, 444):** Submitted by DEVELOPMENT CONSULTANTS, INC. for property located at 940 WEST MAPLE ST. The property is zoned RMF-40, RESIDENTIAL MULTI FAMILY, 40 UNITS PER ACRE and contains approximately 0.80 acres. The request is to reconstruct 14,700 square feet and add 12,155 square feet to an existing sorority house.

RECOMMENDATION:

Staff recommends approval of **LSD 14-4919** with conditions of approval.

BACKGROUND:

The subject property is located at the northwest corner Maple Street and Oakland Avenue and is developed with the Chi Omega sorority house. There is a small parking lot on the north side of the building with direct access to Oakland Avenue, and access to Lindell Avenue and Douglas Street through a public alley. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Sorority House	P-1
South	University of Arkansas	P-1
East	Sorority House	P-1
West	College Ministry	RMF-40

Proposal: The proposal is to retain the original sorority house that was developed in the 1930's, but remove and reconstruct the rest of the building that was a later addition. The overall reconstruction totals approximately 14,700 square feet with a new three-story 12,155 square foot addition over the existing parking lot.

Water and Sewer System: There are existing utilities to serve the new development.

Adjacent streets and right-of-way: This site is adjacent to Maple Street (local street) and Oakland Avenue (local street).

Master Street Plan: Oakland Avenue was originally platted as a 40-foot right-of-way. Today the street is approximately 28-feet wide and there are relatively high traffic volumes, which is indicative of a Local Street and a 50-foot right-of-way. Per the Master Street Plan requirements, an additional 5-feet of right-of-way must be dedicated with this development and the sidewalk along Oakland Avenue, which is being reconstructed, should be located at the new right-of-way line.

The University of Arkansas has a Master Sidewalk Plan for all of the streets within the campus boundary area and specifies a 5.5-foot sidewalk at the back of the curb line along Oakland Avenue. The applicants are proposing a 6-foot sidewalk, to account for the shy distance with the sidewalk at the back of the curb. Additionally, locating the sidewalk at the back of curb will provide a continuous 26-foot aerial apparatus fire access as required by the Fire Code. The sidewalk along Maple Street will be reconstructed at a later date as part of a larger street and utility reconstruction project.

Nonconforming Structures: The property is zoned RMF-40, which has a required build-to zone along Maple Street and Oakland Avenue. The existing building is not located within the 0-25 foot build-to zone for either street and is therefore considered an existing nonconforming structure. In accordance with Chapter 164.12(A), up to 50% of a nonconforming structure may be reconstructed and/or a nonconforming structure may be enlarged by up to 50%. The proposal is to reconstruct 57% of the existing building and add approximately 50% to the existing building square footage. The applicant must present this proposal to the Board of Adjustment for consideration before any building permits can be issued.

Off-site Parking: There is an existing parking lot on the north side of the building that contains approximately 20 parking spaces. Additionally, there are approximately four parking spaces adjacent to the alley and the west side of the building. As part of the building addition, the rear parking lot will be converted into an enclosed parking garage with three parking spaces. There will be seven parking spaces retained on the exterior of garage. Overall parking will be reduced by 14 spaces. The required number of parking spaces is 32 based on 32 proposed bedrooms. The applicant can reduce the parking to 21 spaces by right, resulting in an 11 space deficiency. The applicant has submitted a conditional use permit for an off-site parking lot that will be reviewed at the Planning Commission meeting.

Tree Preservation:

Existing Canopy: 31.42% Preserved Canopy: 16.12% Required Canopy: 20.00%

Tree Mitigation: 7 two-inch caliper trees

Access Management/Connectivity: Access to the site will remain unchanged and in compliance with the Access Management ordinance.

RECOMMENDATION: Staff recommends approval of LSD 14-4919 with the following conditions:

Conditions of Approval:

1. Planning Commission determination of Urban Residential Design Standards and a variance of Chapter 166.23(C)(4). In staff's opinion the building meets all of the design requirements with the exception of providing a ground floor entry for any ground floor dwelling units. With the exception of one bedroom that's provided for the house-mom on the south (Maple Street) side of the building, all residential units are located on the top

two floors. This single, ground-floor unit does not have an exterior entry; however, there is a primary entry into the building on Maple Street (Sheet A1.01). *Staff recommends in favor of the variance request, finding that the primary pedestrian entry facing Maple Street meets the intent of the code.*

THE SUBDIVISION FOUND IN FAVOR OF THE VARIANCE.

THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

2. Planning Commission determination of a variance of Chapter 166.23(C)(6)(c), which provides a maximum wall height in the front yard of 42 inches. The applicant is proposing a screen wall along Oakland Avenue that is approximately 6.5-feet tall or 78 inches. *The applicant is constructing a retaining wall along the edge of the new patio area and the will require a 42-inch guardrail above the patio elevation. Instead of constructing a guardrail, the applicant is proposing a 42-inch brick wall on top of the retaining wall, which when combined, exceeds the 42-inch wall height limit. Staff recommends in favor of the request finding that the wall height in this location is being dictated by existing grades of the site.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE VARIANCE.

THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

3. Planning Commission recommendation to City Council of a variance from Chapter 166.04(B)(3)(a), which requires right-of-way dedication in compliance with the Master Street Plan. As discussed above, Oakland Avenue is a local street requiring dedication in the amount of 25 feet from centerline. There is currently only 19 feet of right-of-way from centerline. The purpose of the Master Street Plan right-of-way requirements is to establish right-of-way widths sufficient to allow construction of travel lanes, sidewalks, greenspace and sometimes on-street parking or bike lanes, among other things. The standard for a local street is 28 feet of pavement to provide two travel lanes and on-street parking on one side of the street, two 5-foot sidewalks and greenspace. Oakland Avenue already has sufficient street width for travel lanes and on-street parking and there are sidewalks constructed on both sides of the street, but there is insufficient greenspace between the sidewalk and curb. The applicant is proposing a new 6-foot sidewalk at the back of curb, consistent with the University's Master Sidewalk Plan, and staff supports this design in this location. Therefore, the full 25 feet of right-of-way is not needed. *Staff recommends dedication of two (2) feet of right-of-way, so all of the new sidewalk is on public property.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE VARIANCE.

THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

4. Planning Commission determination of a variance of Chapter 172.04(D) to allow more than 35% of the parking to be compact spaces. The applicant is proposing that 67% of the on-site parking be compact spaces. *Staff doesn't object to six compact parking spaces for this private development. The applicant has reconfigured the spaces staff had concerns with, after the Subdivision Committee review.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE VARIANCE, BUT REQUEST THAT THE APPLICANT EVALUATE THE 90 DEGREE SPACES ALONG THE ALLEY.

THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

5. Planning Commission determination of a variance of Chapter 172.04(A) and (E), which provides standards for maneuvering and parking stall and drive aisle dimension standards. The rear drive aisle and parking spaces on the north side of the building don't meet the minimum dimensional requirements. Though the differences in what the applicant is proposing and what the code provides are minor, it's likely that the residents may encounter some challenges when parking and un-parking. Additionally, it's likely that from time to time, residents may need to back out onto Oakland Avenue. *Staff is not concerned with negative impacts to the general public, given the small number of private spaces and low traffic speeds, and supports the variance.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE VARIANCE.
THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

6. Planning Commission determination of a variance of Chapter 172.04(C)(1), which requires a masonry screen wall between 32-42 inches in height between the right-of-way and a parking lot located within the build-to zone. The applicant has several parking spaces at the northeast corner of the site along Oakland Avenue and within the build-to zone. The applicant is proposing a vegetative screen in-lieu of a masonry wall. *Staff recommends in favor of this request given the small area and limited number of parking spaces that must be screened.*

THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

7. Planning Commission determination of a variance of Chapter 177.04(D)(1), which requires 5 feet of greenspace between a parking lot and property line. *Due to the existing and historic use off the alley as a parking, loading, mechanical, and rear building access area, staff's opinion is that not providing the 5' landscape buffer along part of the western property line is warranted to help facilitate ingress and egress through a major rear access point of the building. Providing the buffer would require modifying existing conditions and making existing parking/loading space unusable for vehicles adjacent to the alley.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE VARIANCE.
THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

8. Planning Commission determination of a variance of Chapter 177.04(D)(1), which requires 10 feet of greenspace between the patio and street and 15 feet between the parking lot and street. *After reviewing the landscape plan and site plan, staff feels there is adequate space to create a large patio and accommodate parking, while still providing the required green space. In staff's opinion, the applicant has not provided justification that meeting the minimum requirement places an undue hardship on this Large Scale Development application. The proposal of a new patio and retention of one or two parking spaces is not warranting a variance of this standard requirement to provide the typical green space and an adequate space for the required street trees along the public right-of-way. Therefore, staff recommends denial of this variance, finding that landscape design alternatives could accomplish development goals while still meeting the intent and purpose of Chapter 177 and best providing for public welfare along the sidewalk through shade trees and a proper green space buffer between street and building.*

THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF THE VARIANCE.
THE PLANNING COMMISSION FOUND IN FAVOR OF THE VARIANCE.

9. Planning Commission determination of street improvements. *Staff recommends the following improvements:*
- a. Construction of a 6-foot sidewalk along Oakland Avenue at the back of curb.*
 - b. Any sections of sidewalk along Maple Street that are damaged shall be replaced prior to C of O.*
 - c. The alley providing access to this site has adequate width and pavement surface to accommodate the development. Any damage to the alley or improvements required to accommodate Solid Waste access shall be completed prior to C of O.*

*THE SUBDIVISION COMMITTEE FOUND IN FAVOR OF STREET IMPROVEMENTS.
THE PLANNING COMMISSION FOUND IN FAVOR OF THE STREET
IMPROVEMENTS.*

10. Motorcycle/scooter and compact parking spaces shall be identified with either pavement marking or signage.
11. All tree preservation, landscape, engineering and fire department conditions included herein shall apply. All revisions shall be addressed prior to construction plan approval.

Standard conditions of approval:

12. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
13. If applicable, a business license shall be obtained prior to opening the business to the public.
14. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, and Cox Communications).
15. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
16. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. Large scale development shall be valid for one calendar year.
19. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of

the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.

20. Prior to the issuance of a building permit the following is required:

- a. Grading and drainage permits
- b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
- c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
- d. Project Disk with all final revisions
- e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
- f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action: ☒ **Approved** ☐ **Forwarded** ☐ **Denied**

Motion #1:

Commissioner Winston made a motion to approve condition #8 for **LSD 14-4919** in favor of the variance as requested. **Commissioner Selby** seconded the motion. **Upon roll call the motion passed with a vote of 7-2-0. Commissioners Chesser and Cook voted 'no'.**

Motion #2:

Commissioner Winston made a motion to approve **LSD 14-4919** finding in favor of all variances as requested (no tree wells required under any circumstance). **Commissioner Selby** seconded the motion. **Upon roll call the motion passed with a vote of 8-1-0. Commissioner Chesser voted 'no'.**

BUDGET/STAFF IMPACT:

None.

Attachments:

- Engineering Division comments
- Urban Forestry tree preservation comments
- Urban Forestry landscape comments
- Applicant's letter
- Variance exhibits
- Elevations
- Floor plan
- Site Plan
- Survey
- Close Up Map
- One Mile Map

**Written request and narrative to accompany Planning Commission Variance Application
Chi Omega Sorority House
City of Fayetteville, Arkansas**

To: The Fayetteville City Planning Commission

On behalf of the land owner, Chi Omega Psi Chapter Corporation, I am petitioning the Fayetteville City Planning Commission for the Planning Commission Variances as described below.

The description of this property is:

Lots Numbered Three (3), Four (4), Ten (10), and Eleven (11) in H.C. Evins Subdivision of Part of Blocks Three (3) and Four (4) in Oakland Place, an addition to the City of Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk of Washington County, Arkansas.

&

Lot Numbered Twelve (12) in Block Numbered Three (3) in Oakland Place Addition to the City of Fayetteville, Arkansas, as designated on the plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

This property consists of Assessor Parcels 765-09137-000 (Lot 12) & 765-09148-000 (Lots 3, 4, 10, & 11) and has 0.807 Acres. The entire property is now Zoned RMF-40 after a re-zoning of the northerly portion to match the zoning of the southerly portion. This land is not planned to be sold at this time.

The two parcels were first acquired by Chi Omega back in 1925 and 1938. The existing Chi Omega house has a total of 25,740 square feet and the proposed development will increase that to 34,795 square feet resulting in 9,055 additional square feet of floor space. The new development will increase number of bedroom units from 31 to 32 and add some much needed studying and gathering spaces.

The existing building will remain and will be expanded using similar materials and architecture as the existing building. Although the bedroom unit count is only increasing by 1, the building is being enlarged to generate more and better spaces for the residents. The site is also being enhanced with an expanded patio area on the east and an amphitheater type outdoor space at the southwest. Many of the large mature trees are being preserved and the area southeast of the building will remain mostly untouched.

Requested Developmental Variances:

- Minimum 5' greenspace requirement along west boundary is met for the first portion of the property running north from Maple Street, however there is a small section adjacent to the amphitheater that encroaches and then there is a mechanical area that encroaches into this buffer. The Mechanical area will be screened with a wall of similar architectural design as the building. North of this mechanical area is the existing alley that remains along the rest of the west boundary. The use all along this alley has historically been drive access, rear of building mechanical areas, loading and parking. The use is going to remain the same along this alley and there is no opportunity for the 5' of greenspace.
- Minimum 15' greenspace requirement along Oakland is met for the first portion of the property running north from Maple Street. It reduces to a 10' greenspace requirement along east side of the building for the Build-to Zone; however the east patio of the building extends out into this area. The patio will be screened with a screenwall of similar architectural design as the building and a 6.2 to 7.2 feet strip of greenspace provided with street trees between the screenwall and the sidewalk. Proceeding north across the driveway at the northeast corner of the property the greenspace is again being provided, however the full 10' requirement cannot be met due to the parking spaces and the requirement to have hardscape within 30' of the northeast corner of the building for Fire Apparatus and is reduced to about 6.3 feet wide.
- Maximum of 35% of on-site parking spaces are allowed to be compact car spaces. We are requesting variance for 70% of on-site parking to be compact. Because of site configuration and retaining of the south lawn as green area, there is limited area for parking spaces on site. A Conditional Use Permit is being applied for to allow for off-site parking. This site is proposing 10 total spaces, one of which is handicap and 7 of which are compact. If the existing 23 dedicated off-site parking spaces are considered, this property would have 7 compact of 33 total parking spaces, which would be 21%.
- One 60 deg compact space on the site does not have the required 16.5 feet stall depth. It is the westernmost space in the garage area, and it is very close to the required depth at 16.2 feet.
- Code requires that a fence in the front of a property to be maximum of 42" in height as viewed from the street. This property has a patio area that meets the finish floor of the building and falls 2% away from the building. The east edge of the patio is about 4 feet above the adjacent grade and requires a retaining wall. OSHA requires a guardrail to extend a height of 42" above the patio in this situation. Owner plans to incorporate the guardrail and retaining wall

into the look of a single screenwall as viewed from low side. This screenwall and columns is to be built with same architectural style and material as the east face of the house. Our hope is that this retaining wall/guardrail/screenwall, along with the patio, and pergola are considered an enhancement and an architectural feature of the east side of the house.

- Street width of Oakland is not being widened due to the existing sidewalk masterplan agreement between the U of A and the City of Fayetteville. This development is placing the sidewalk adjacent to the curb and leaving Oakland in it's current width, but the sidewalk is being widened to meet the City requirement for sidewalks adjacent to curbs and an easement will be provided for the portion of the sidewalk that extends onto the subject property.

Conditional Use Permit is also being applied for to allow for the off-site parking to make up for the needed off-street parking.

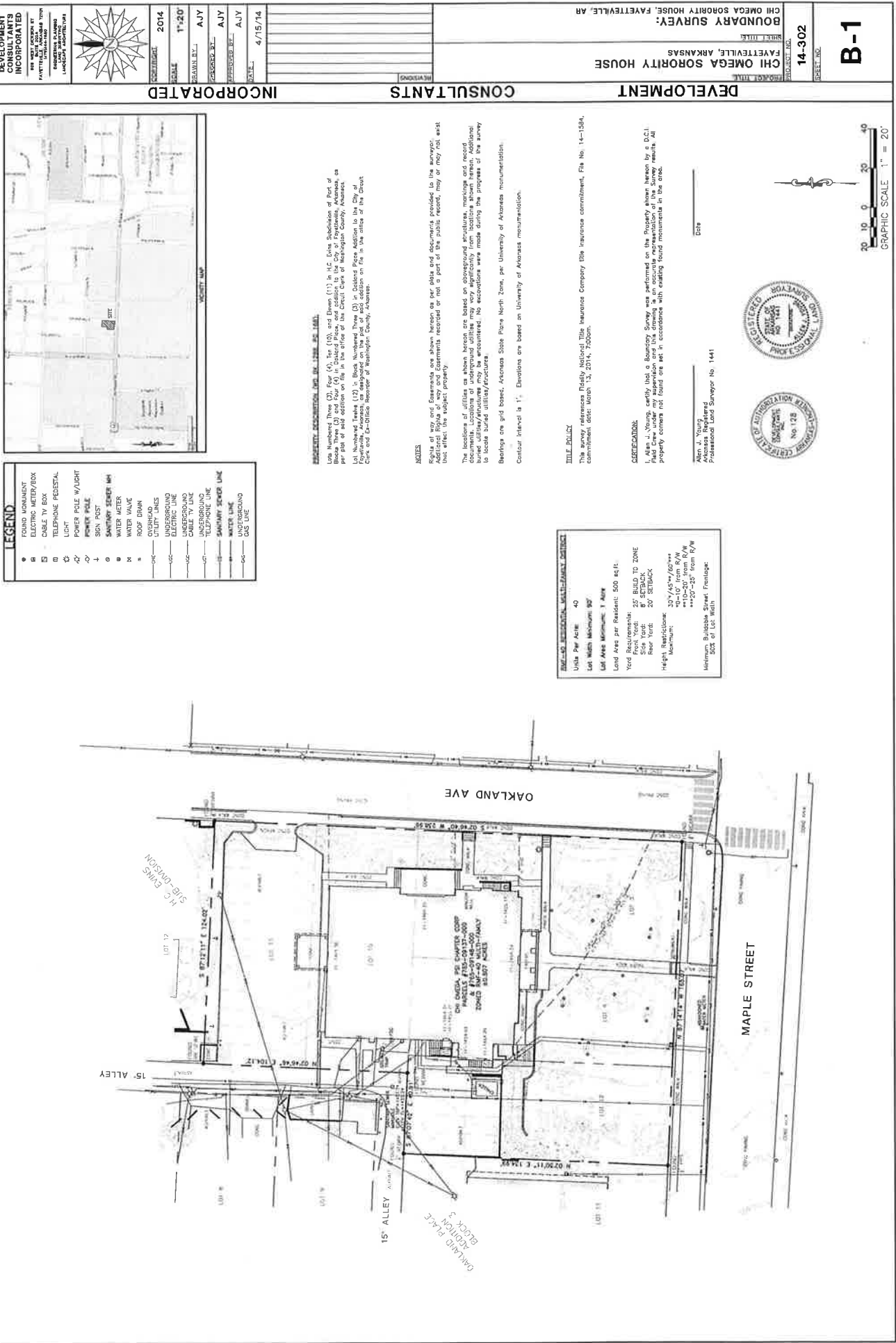
This property is located adjacent to the University of Arkansas campus and is along a row of other similar use properties, many of which are developed with many of these same types of landscape/screening/buffering and parking.

By granting the requested Variances for the development of the property no landowner would be adversely affected and the public interest and welfare would not be adversely affected. This request is justified and is needed at this time for the owner to continue the process to enhance the development of their property.

Included in the Planning Commission Variance Application Packet is:

- 1 Application and Payment of applicable fees for processing the application: \$25.00.
- 2 Legal description of the property.
- 3 Survey map of property.
- 4 Site plans.
- 5 Architectural Floor Plans, Elevations, & Materials Board.
- 6 Authorized agent letter.
- 7 CD containing a copy of submittal items.
- 8 This written description.

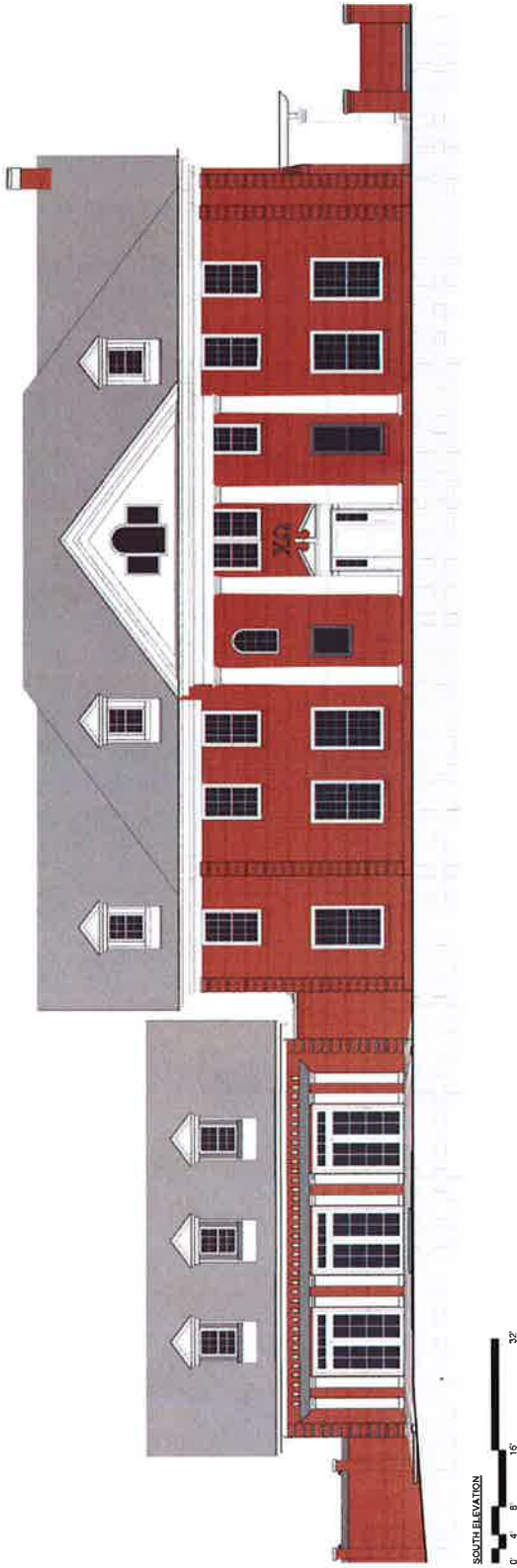
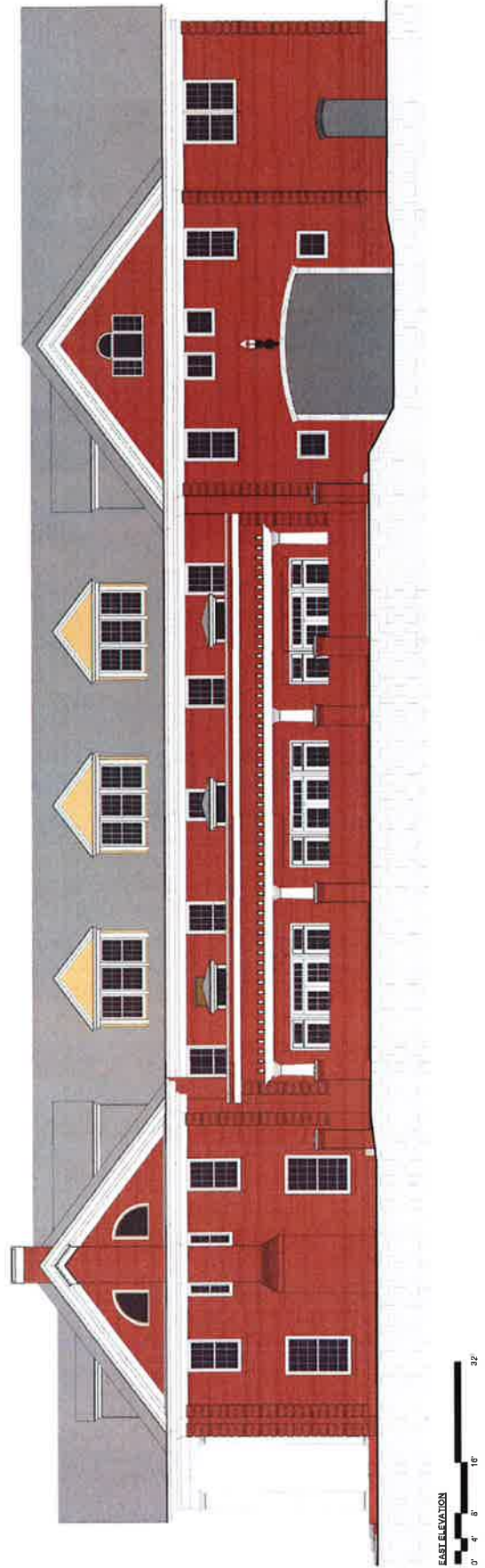
Allen Jay Young , Development Consultants, Inc.





ELEVATIONS

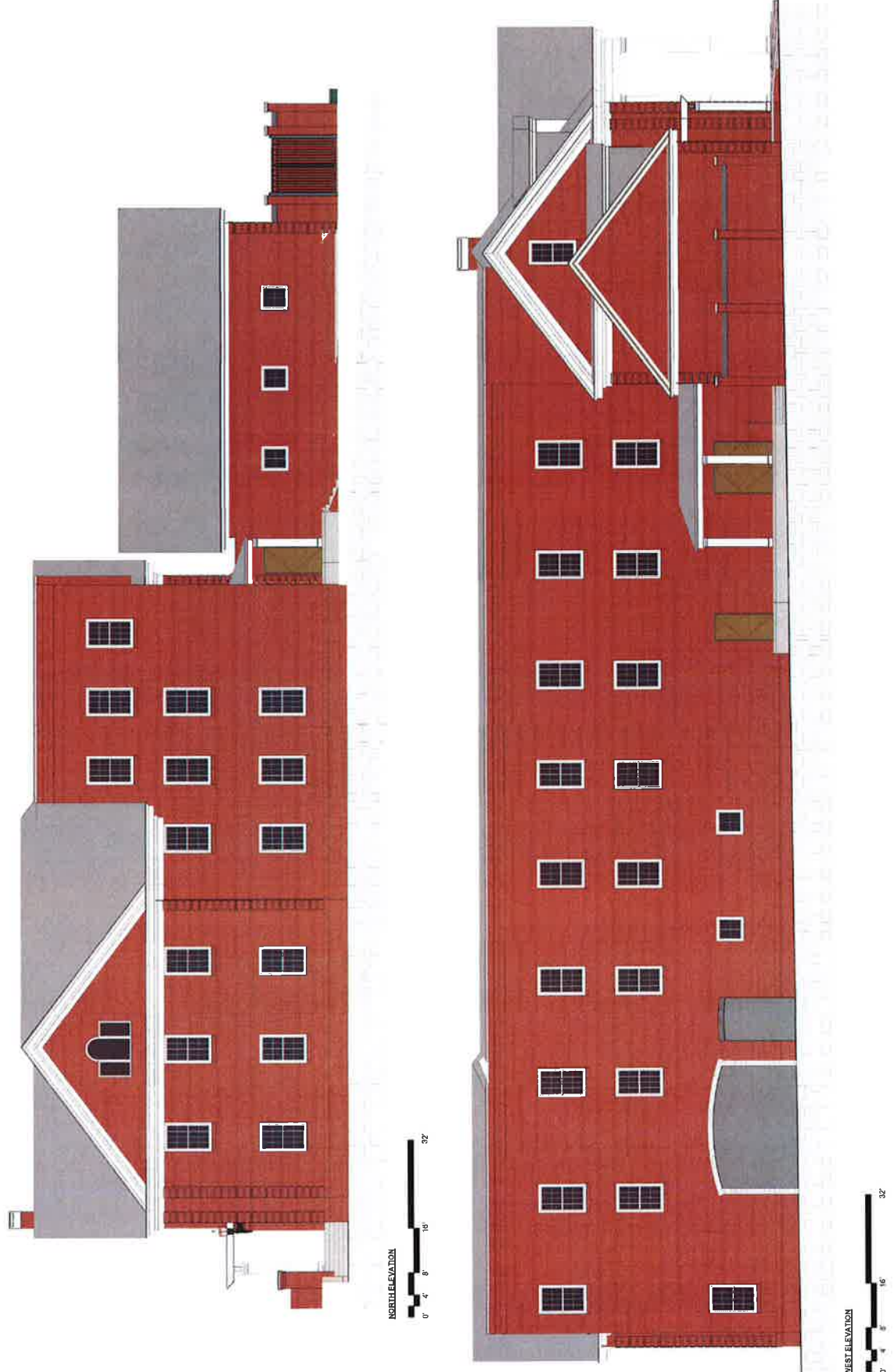
WER
11/13/14



CHI OMEGA
PSI CHAPTER

ELEVATIONS

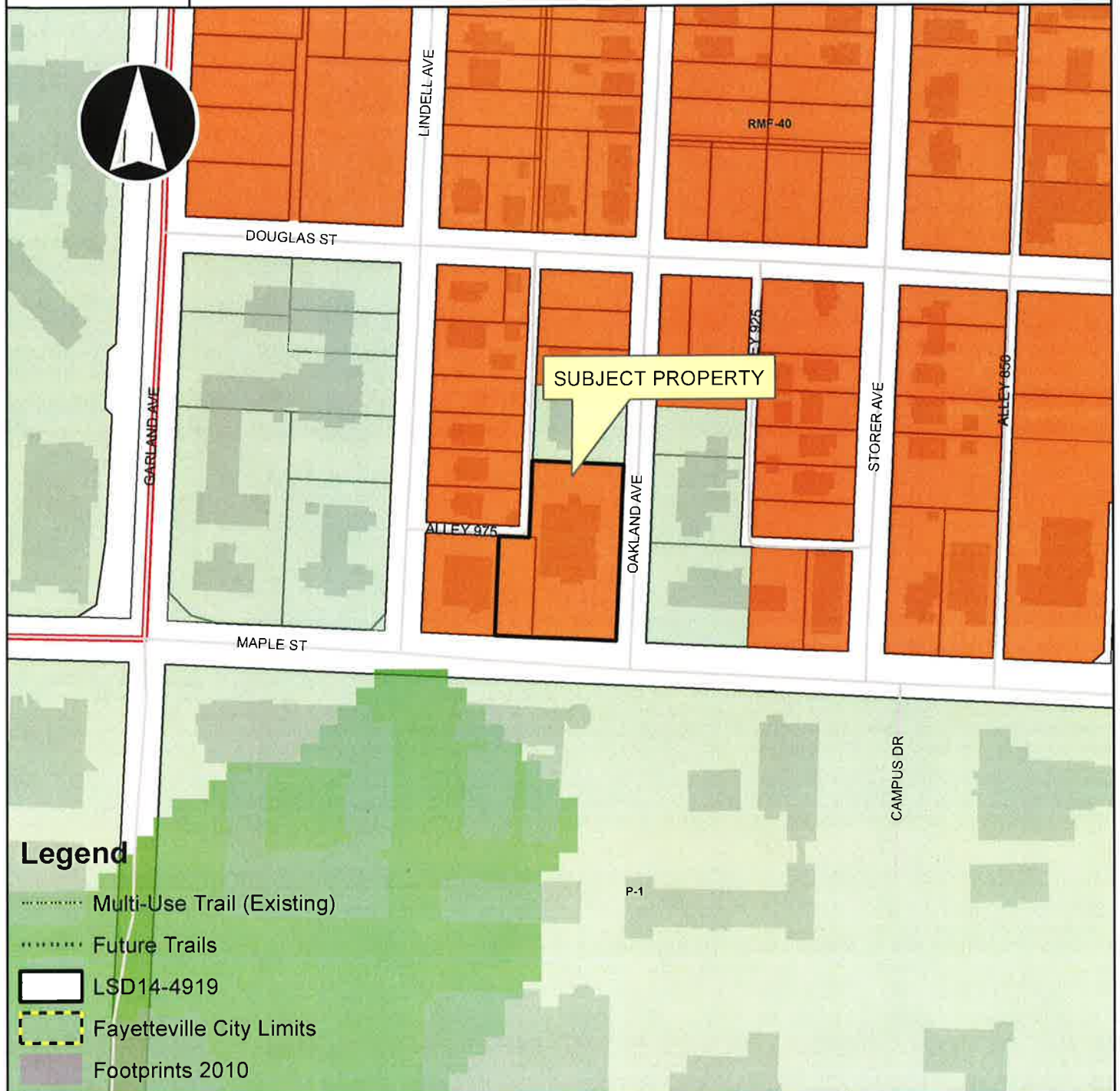
WER
ARCHITECTS
1000 W. MAPLE STREET
FAYETTEVILLE, AR 72701
TEL: 870.781.1234
WWW.WERARCHITECTS.COM



LSD14-4919

CHI OMEGA

Close Up View



Legend

Multi-Use Trail (Existing)

Future Trails

LSD14-4919

Fayetteville City Limits

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

Parcel Lines

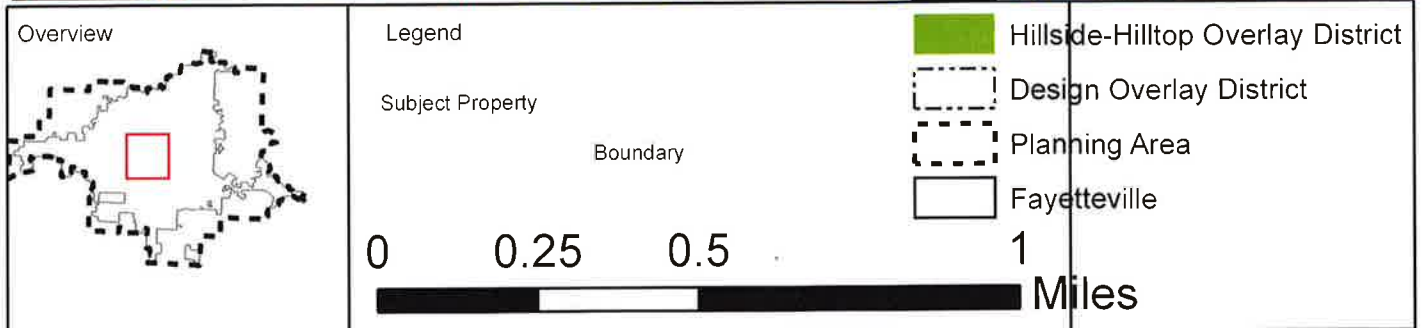
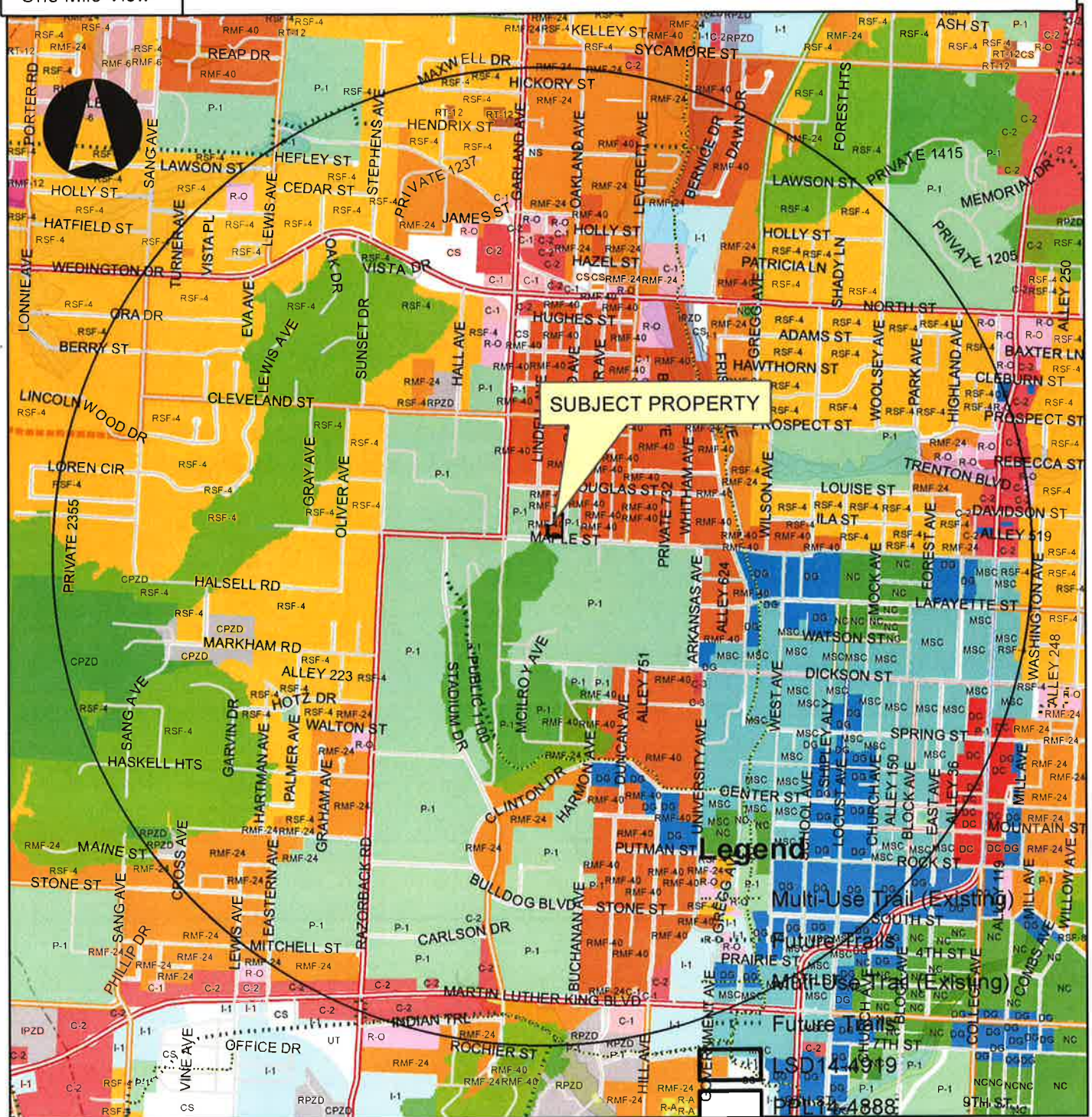
County Parcels

0 75 150 300 450 600 Feet

LSD14-4919

One Mile View

CHI OMEGA HOUSE



RESOLUTION NO.

A RESOLUTION TO APPROVE THE DEDICATION OF 22 FEET OF RIGHT OF WAY FROM CENTERLINE FOR OAKLAND AVENUE ALONG THE EAST SIDE OF 940 WEST MAPLE STREET AS RECOMMENDED BY THE PLANNING COMMISSION.

WHEREAS, Oakland Avenue is an approved public street with sufficient width to meet Local Street design standards; and

WHEREAS, the property owner will construct a new sidewalk along the property frontage, consistent with the University of Arkansas sidewalk plan; and

WHEREAS, the Planning Commission voted 8-1 to recommend to the City Council that a lesser dedication of right-of-way be allowed pursuant to §166.04(B)(3)(a); and

WHEREAS, the City Council has determined that the dedication of 22 feet from centerline for Oakland Avenue and other on-site street improvements are roughly proportional to the impact that the construction of the development will cause Fayetteville.

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 confirms and adopts the Planning Commission's recommendation to accept the offered 22 feet of right-of-way dedication from centerline along Oakland Avenue along with all other on-site improvements.

PASSED and APPROVED this day of , 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0077

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.7

WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION TO APPROVE THE PURCHASE OF FOUR (4) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$47,857.00 PURSUANT TO A STATE PROCUREMENT CONTRACT

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 purchase of four (4) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of \$47,857.00, pursuant to a state procurement contract.

City of Fayetteville Staff Review Form

2015-0077

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn/Barbara Olsen

2/11/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of three 2015 Hustler Super Z mowers, with propane for the amount of \$12,363.00 each and the purchase of one 2015 Hustler Super Z mower, with gas for the amount of \$10,768.00, for a total of \$47,857.00 available off the Arkansas State purchase contract from Williams Tractor of Fayetteville, AR.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02083.2014 &2015

Tractors / Mowers

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 450,109.00

Funds Obligated

Current Balance \$ 450,109.00

Does item have a cost? Yes

Item Cost \$ 47,857.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 402,252.00

Previous Ordinance or Resolution #

V20140710

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: February 11, 2015
SUBJECT: Purchase of three mowers for Parks and one lawn mower for Airport

RECOMMENDATION:

That City Council approve the purchase of three 2015 Hustler Super Z mowers, with propane for the amount of \$12,363.00 each and the purchase of one 2015 Hustler Super Z mower, with gas for the amount of \$10,768.00, for a total of \$47,857.00 available off the Arkansas State purchase contract from Williams Tractor of Fayetteville, AR.

BACKGROUND:

Units 5017, 5018 and 5019 are all 5 year old Hustler Mowers that are worn out and can no longer stand up to Parks demanding front line use. Units 5018 and 5017 were both scheduled for replacement in 2014 and were pushed back to 2015. 5019 was scheduled for replacement in 2015.

Units 5017 and 5019 do not have propane, however the new mowers will be run on propane to improve our fuel cost and environmental footprint. Unit 5018 is already a propane unit, and the replacement will also be propane.

Unit 5021 is a 2010 John Deere mower with a 5 year life at the airport. It is worn out and due for replacement. This unit is not propane and the new unit will not be propane either because it is not cost effective for the Airport staff to drive to Fleet to fuel up.

DISCUSSION:

2015 Hustler Super Z mowers are available with and without propane off the Arkansas State Purchase Contract from Williams Tractor of Fayetteville, AR.

This purchase was approved by the Equipment Committee on February 10, 2015.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for all replacements.

Attachments:

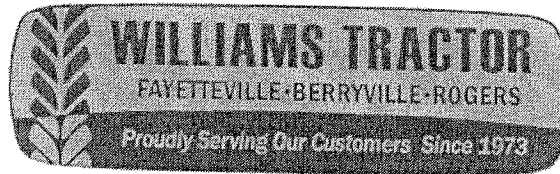
PO – Purchase Requisition
State Contract with Quote sheet from Williams Tractor

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

City of Fayetteville - Purchase Order Request (PO)										Requisition No.:	Date:	
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.										P.O Number:		
Vendor #:	11133	Vendor Name:		Williams Tractor		FOB Point:		Mail	Yes	No	Legistar#:	2015-0077
Address:								Taxable	Yes	No	Expected Delivery Date:	
City:						State:	Zip Code:	Ship to code:	50	Quotes Attached	Yes	No
Requester:	Sara Glenn					Requester's Employee #:	3912			Extension:	3485	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #			
1	2015 Hustler Super Z Mowers with Propane	1	each	12,363.00	\$12,363.00	9700.1920.5802.00	02083.2015		705061			
2	To be unit 5061 Fixed asset # 705061				\$0.00							
3	2015 Hustler Super Z Mowers with Propane	2	each	12,363.00	\$24,726.00	9700.1920.5802.00	02083.2014		705059 & 705060			
4	To be unit 5059 and 5060, Fixed asset # 705059 and 705060				\$0.00							
5	2015 Hustler Super Z Mowers with Gas	1	each	10,768.00	\$10,768.00	9700.1920.5802.00	02083.2014		705062			
6	To be unit 5062, Fixed asset # 705062				\$0.00							
7	Off of Arkansas State Contract number 4600031554				\$0.00							
8					\$0.00							
9					\$0.00							
10					\$0.00							
*	Shipping/Handling		Lot		\$0.00							
Special Instructions:										Subtotal: \$47,857.00		
										Tax: \$0.00		
										Total: \$47,857.00		
Approvals:												
Mayor: _____ Department Director: _____ Purchasing Manager: _____												
Chief Financial Officer: _____ IT Director: _____												
Dispatch Manager: _____ Other: <i>Boyle</i>												



2501 N. Shiloh Drive/P.O. Box 1346
Fayetteville, Ar 72702
479-442-8284
dspears@williamstractor.com
1/26/2015

City of Fayetteville
Attn: Jesse Beeks
479-444-3496

4-New Hustler Super Z HD 1000cc Kawasaki Engine with 72" Side Discharge Deck

\$10,768.00 Each
Plus Tax If Applicable

3 Metro Lawns Propane Conversion Kits Installed Less Tanks

\$1,595.00 Each
Plus Tax If Applicable

Total \$47,857.00
Plus Tax If Applicable

Thank you considering Williams Tractor for your equipment needs and please feel free to contact me with any questions.

Thank You
Danny Spears
479-442-8284
479-442-6013 Fax
479-841-7054 cell



STATE OF ARKANSAS

Term Contract

Page
1/7

Vendor No. 100206373
Contact JOSH SCHMIDT @ 620 327 1248
Your reference SP-14-0053R

HUSTLER TURF EQUIPMENT LLC
PO Box 641989
HESSTON KS 67062

Contract No. 4600031554
Date 02/24/2014

Contact Anna Hawthorne
Telephone 501-371-6054
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

Ordering entity as specified in purchase order

Ship To:

STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 03/01/2014
Valid to: 02/28/2015

VENDOR: Hustler Turf Equipment
AWARD NO: SP-14-0053R
COMMODITY: COMMERCIAL LAWN CARE EQUIPMENT

Vendor Contact: Josh Schmidt
Phone: 620-327-1248
E-mail: jschmidt@excelii.com

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

CONTRACT PERIOD

The contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

SCOPE

This is a non-mandatory term contract with Product Manufacturers to purchase Commercial Lawn Care Equipment, replacement parts, and attachments for all State entities and cooperative purchasing program participants within Arkansas.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0079

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.8

WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW HOLLAND T6.155 4WD CAB TRACTOR WITH LOADER IN THE AMOUNT OF \$73,255.00 AND ONE (1) NEW HOLLAND WORKMASTER 55 4WD TRACTOR IN THE AMOUNT OF \$20,195.00 FROM WILLIAMS TRACTOR OF FAYETTEVILLE, PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one (1) New Holland T6.155 4WD cab tractor with loader in the amount of \$73,255.00 and one (1) New Holland Workmaster 55 4WD tractor in the amount of \$20,195.00 from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance cooperative purchasing contract.

City of Fayetteville Staff Review Form

2015-0079

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn/Barbara Olsen

2/11/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of one New Holland T6.155 4WD Cab Tractor with Loader in the amount of \$73,255.00 and of one New Holland Workmaster 55 4WD Tractor in the amount of \$20,195.00 from Williams Tractor, Inc. of Fayetteville, AR off of the NJPA contract.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02083.2015

Tractors/Mowers

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 374,700.00

Funds Obligated \$ 80,970.76

Current Balance \$ 293,729.24

Does item have a cost? Yes

Item Cost \$ 93,450.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 200,279.24

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: February 11, 2015

SUBJECT: Purchase of two New Holland Tractor for Waste Water Treatment Plant, East

RECOMMENDATION:

That City Council approve the purchase of one New Holland T6.155 4WD Cab Tractor with Loader in the amount of \$73,255.00 and one New Holland Workmaster 55 4WD Tractor in the amount of \$20,195.00, for a combined amount of \$93,450.00 from Williams Tractor, Inc. of Fayetteville, AR off of the NJPA Contract.

BACKGROUND:

Unit 551 is a 1995 Ford Tractor and was due for replacement 10 years ago, but has been pushed back each year. It is worn out and needs to be replaced now.

Unit 564 is a 1999 Ford NH 8160 Tractor and was due for replacement in 2009, but was pushed back each year. It is now worn out and must be replaced this year.

DISCUSSION:

Both the New Holland T6.155 4WD Cab Tractor with Loader and New Holland Workmaster 55 4WD Tractor are available from Williams Tractor, Inc. of Fayetteville, AR off of the NJPA contract.

This purchase was approved by the Equipment Committee on February 10, 2015.

BUDGET/STAFF IMPACT:

Although the replacement funds collected do not meet the purchase price of the new Tractors, when the old units are sold on GovDeals the small shortage in replacement collected will be covered.

Attachments:

PO – Purchase Requisition
NJPA Contract with Quote Sheet

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.										Requisition No.: Date: 2/11/2015																																																																																																													
Vendor #: 11133 Vendor Name: Williams Tractor, Inc. Legistar#: 2015-0079																																																																																																																							
Address: FOB Point: Expected Delivery Date:																																																																																																																							
City: State: Ship to code: 50 Quotes Attached ☐ Yes ☒ No																																																																																																																							
Requester: Sara Glenn Requester's Employee #: 3912 Extension: 3485 Inventory #: 705058																																																																																																																							
<table border="1"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Quantity</th> <th>Unit of Issue</th> <th>Unit Cost</th> <th>Extended Cost</th> <th>Account Number</th> <th>Project Sub#</th> <th>Fixed Asset #</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>New Holland T6.155 4WD Cab Tractor with Loader</td> <td>1</td> <td>each</td> <td>73,255.00</td> <td>\$73,255.00</td> <td>9700.1920.5802.00</td> <td>02083.2015</td> <td>705058</td> </tr> <tr> <td>2</td> <td>To be unit 5058, Fixed asset # 705058</td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>New Holland Workmaster 55 4WD Tractor</td> <td>1</td> <td>each</td> <td>20,195.00</td> <td>\$20,195.00</td> <td>9700.1920.5802.00</td> <td>02083.2015</td> <td>705057</td> </tr> <tr> <td>4</td> <td>To be unit 5057, Fixed asset # 705057</td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>Off of NJPA Contract # 031711-CIH</td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>*</td> <td>Shipping/Handling</td> <td></td> <td>Lot</td> <td></td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>												Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Fixed Asset #	1	New Holland T6.155 4WD Cab Tractor with Loader	1	each	73,255.00	\$73,255.00	9700.1920.5802.00	02083.2015	705058	2	To be unit 5058, Fixed asset # 705058				\$0.00				3	New Holland Workmaster 55 4WD Tractor	1	each	20,195.00	\$20,195.00	9700.1920.5802.00	02083.2015	705057	4	To be unit 5057, Fixed asset # 705057				\$0.00				5	Off of NJPA Contract # 031711-CIH				\$0.00				6					\$0.00				7					\$0.00				8					\$0.00				9					\$0.00				10					\$0.00				*	Shipping/Handling		Lot		\$0.00			
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Approvals:																																																																																																																							
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Chief Financial Officer: _____ Budget Director: _____ IT Director: _____																																																																																																																							
Dispatch Manager: _____ Utilities Manager: _____ Other: <i>BD</i>																																																																																																																							

Home > National Cooperative Contract Solutions > Contracts - Fleet > Heavy & Ag Equipment > New Holland Agriculture



NJPA AWARDED
CONTRACT



New Holland Agriculture

Contract#: 031711-CIH

Category: Heavy & Ag Equipment

Description: Ag Tractors & Implements

Maturity Date: 03/17/2015

New Holland manufactures a wide range of equipment, including a full line of tractors; hay and forage equipment; and harvesting, crop production equipment. The New Holland Agricultural lines includes Agricultural and Compact Tractors, Attachments & Loaders, Planting and Seeding, Application, Harvest, and Hay & Forage Equipment, Spreaders, and Rustler Utility Vehicles.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Vendor Contact Info

Amy Swett

Direct Phone: 717-355-1686

amy.swett@newholland.com

www.newholland.com

564/5258

Williams Tractor, Inc.
2501 SHILOH DRIVE
P.O. BOX 1346
FAYETTEVILLE, ARKANSAS 72702-1346

Phone 479/442-8284
FAX 479/442-6013
Email: dewilliams@williamstractor.com



February 3, 2015

City of Fayetteville, AR

Attn: Jerry Jentz

Please accept the following equipment proposal to replace the New Holland 8160 under the NJPA pricing contract.

1. New New Holland T6.155 4WD Cab Tractor

Included as standard equipment:

- 115 hp 6 cylinder engine that produces 95 pto hp. with 540/1000 rpm shafts
- Transmission is a 16X16 semi powershift with 4 ranges and 4 gears in each range with a push button hydraulic shift
- Hydraulic pump is a CCLS system with 26.5 gpm implement pump and a 12.4 gpm service pump. Quoted with 3 rear remote valves and a separate 2 bank loader valve.
- Cab includes air suspension seat, 2 doors, heat/air, radio, and all standard equipment such as lighting, power sockets, and wipers.
- Rear 18.4x38 radial tires and corresponding 14.9X28 Radial front tires
- 845TL MSL loader with a lift capacity of 4,686 lbs and height of 13 ft. also included is a 95" material bucket on a Worldwide quick attach
- tractor weighs 11,045 lbs. before the loader and ballast are added

Sale Price	\$73,255.00
------------	-------------

*please add any applicable Sales tax

Thank you,

Tim Bailey

Williams Tractor, Inc.
2501 SHILOH DRIVE
P. O. BOX 1346
FAYETTEVILLE, ARKANSAS 72702-1346

Phone 479/442-8284
FAX 479/442-6013
Email: dewilliams@williamstractor.com



February 6, 2015

City of Fayetteville, AR

Attn: Jerry Jentz

Please accept the following equipment proposal to replace the Ford 3930 under the NJPA pricing contract.

1. New New Holland Workmaster 55 4WD Tractor
 - 55 engine hp and 47.5 pto hp at 540 rpm
 - 8x8 shuttle transmission
 - 11.6 gpm implement pump and 5.3 gpm steering pump
 - metal canopy cover on ROPS
 - 2 rear remote valves
 - 3pt hitch with 2400lbs lift capacity at 24" behind ball ends
 - 9.5x24 R1 front tires and 14.9x28 R1 rear tires
 - tractor weight is 4,078 lbs. \$20,195.00

*please add any applicable Sales tax

Thank you,

Tim Bailey



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0078

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.9

COUNTRYSIDE FARM AND LAWN:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A JOHN DEERE 6115D CAB TRACTOR WITH H340 FARM LOADER FROM COUNTRYSIDE FARM AND LAWN OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$68,607.76 PLUS ANY APPLICABLE TAX PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a John Deere 6115D cab tractor with H340 Farm Loader from Countryside Farm and Lawn of Springdale, Arkansas in the amount of \$68,607.76 plus any applicable tax pursuant to the National Joint Powers Alliance cooperative purchasing agreement.

City of Fayetteville Staff Review Form

2015-0078

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn/Barbara Olsen

2/11/2015

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of one John Deere Cab Tractor 6115D with Farm Loader H340 from Countryside Farm & Lawn of Springdale, AR off of the Arkansas State Contract through the NJPA in the amount of \$68,607.76.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02083.2015

Tractors/Mowers

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 374,700.00

Funds Obligated \$ 12,363.00

Current Balance \$ 362,337.00

Does item have a cost? Yes

Item Cost \$ 68,607.76

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 293,729.24

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: February 11, 2015

SUBJECT: Purchase of one John Deere Tractor for Waste Water Treatment Plant, East

RECOMMENDATION:

That City Council approve the purchase of one John Deere Cab Tractor 6115D with Farm Loader H340 from Countryside Farm & Lawn of Springdale, AR.

BACKGROUND:

Unit 581 is a 2004 New Holland Tractor and was due for replacement last year, but was pushed forward to 2015.

DISCUSSION:

A John Deere Cab Tractor 6115D with Farm Loader H340 is available off of the Arkansas State Contract through the NJPA in the amount of \$68,607.76.

This purchase was approved by the Equipment Committee on February 10, 2015.

BUDGET/STAFF IMPACT:

When 581 is sold on GovDeals the shortage in replacement collected will be more than made up. Sufficient funds are available within this project for the purchase.

Attachments:

PO – Purchase
State Contract with Countryside Quote Sheet

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.:										Date: 2/11/2015	
P.O Number:											
Vendor #:		13947		Vendor Name:		Countryside Farm & Lawn			Legistar#: 2015-0078		
Address:		FOB Point:									
City:		State:		Zip Code:		Ship to code: 50		Quoted Attached ☐ Yes ☒ No		Expected Delivery Date:	
Requester:		Sara Glenn		Requester's Employee #: 3912		Extension: 3485					
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #		
1	John Deere Cab Tractor 6115D with Farm Loader H340	1	each	68,607.76	\$68,607.76	9700.1920.5802.00	02083.2015		705059		
2	To be units 5059, Fixed asset # 705059				\$0.00						
3	Off of NJPA Contract # 031711-DAC				\$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: \$68,607.76 Tax: \$0.00 Total: \$68,607.76											
Approvals:											
Mayor: _____				Department Director: _____				Purchasing Manager: _____			
Chief Financial Officer: _____				Budget Director: _____				IT Director: _____			
Dispatch Manager: _____				Utilities Manager: _____				Other: <i>Robert</i>			

Home > National Cooperative Contract Solutions > Contracts - Fleet > Heavy & Ag Equipment > John Deere - Tractors/Ag Implements

**JOHN DEERE**

John Deere - Tractors/Ag Implements



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Contract#: 031711-DAC

Category: Heavy & Ag Equipment

Description: Ag Tractors

Maturity Date: 05/17/2015

As a world leader in agriculture, construction and turf care, we're proud to offer value and real service to the NJPA membership through contract 031711-DAC. We spend over \$2 million a day on R&D, and build customer feedback into every machine. Through 031711-DAC we can provide you the most advanced and efficient lineup of agricultural tractors and/or implements together with related equipment and accessories. See the results at www.JohnDeere.com/govsales. Plus, with every purchase, you get the dedicated service of a local dealer, with expert technicians, a comprehensive parts inventory and commitment to keep your operation moving. Please consider us for your next purchase.

Vendor Contact Info

Bill Frank

Direct Phone: 972-974-0984

FrankWilliamD@JohnDeere.com

www.johndeere.com


JOHN DEERE
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Countryside Farm & Lawn
907 West Henri De Tonti Blvd
Springdale, AR 72762
479-306-4020
LINDA@COUNTRYSIDEFARMEQ.COM

Quote Summary
Prepared For:

City Of Fayetteville
City Hall
Fayetteville, AR 72701

Delivering Dealer:

Countryside Farm & Lawn
Brad Wright
907 West Henri De Tonti Blvd
Springdale, AR 72762
Phone: 479-306-4020
brad@countrysidefarmeq.com

Jerry. Genz@CH2M.com

Quote ID: 9313008
Created On: 06 March 2014
Last Modified On: 26 January 2015
Expiration Date: 30 April 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE H340 Farm Loader	\$ 11,050.00	\$ 8,508.50 X	1 =	\$ 8,508.50

Contract: Akansas Agriculture NJPA Piggyback Contract 4600024934

Price Effective Date: January 26, 2015

JOHN DEERE TRACTOR 6115D CAB	\$ 77,933.00	\$ 60,099.26 X	1 =	\$ 60,099.26
---------------------------------	--------------	----------------	-----	--------------

Contract: Akansas Agriculture NJPA Piggyback Contract 4600024934

Price Effective Date: January 7, 2015

Equipment Total **\$ 68,607.76**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 68,607.76
Trade In	
SubTotal	\$ 68,607.76
Total	\$ 68,607.76
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 68,607.76

Salesperson : X _____

Accepted By : X _____

Confidential



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0085

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.10

GAMETIME C/O CUNNINGHAM RECREATION:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GAMETIME C/O CUNNINGHAM RECREATION IN THE AMOUNT OF \$21,030.45 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR PRISM EDUCATION CENTER

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with GameTime c/o Cunningham Recreation in the amount of \$21,030.45 pursuant to a state procurement contract for the purchase and installation of playground equipment for Prism Education Center.

City of Fayetteville Staff Review Form

2015-0085

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

2/13/2015

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval to award a contract to GameTime c/o Cunningham Recreation for a playground install for Prism Education Center at 10 S. Willow as part of the Community Development Block Grant (CDBG) subrecipient program and to approve a purchase order in the amount of \$21,030.45

Budget Impact:

2180.4990.5390.66

CDBG - Facilities

Account Number

Fund

Prism Education Center

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 23,500.00

Funds Obligated \$ -

Current Balance \$ 23,500.00

Does item have a cost? Yes

Item Cost \$ 21,030.45

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 2,469.55

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Director

FROM: Yolanda Fields, Community Resources Director 

DATE: February 12, 2015

SUBJECT: Approval of purchase order for CDBG Facilities Project at Prism Education

RECOMMENDATION:

Staff recommends the approval of the contract to GameTime c/o Cunningham Recreation and the approval of the purchase order for the playground install at Prism Education Center (10 S. Willow)

BACKGROUND:

Prism Education Center applied for and received funding through the Community Development Block Grant subrecipient program for facilities improvements. This project was approved by the City Council as part of the CDBG 2013 Action Plan in the amount of \$23,500 per Resolution #35-14. The improvements being made are to add a new playground to the facility.

DISCUSSION:

An invitation to bid on the project was not necessary because the State of Arkansas has a contract for park and playground equipment with GameTime. GameTime has submitted quote for the project in the amount of \$21,030.45, which is under the budget allotted.

BUDGET/STAFF IMPACT:

Budget is \$23,500. Project cost is \$21,030.45. Project cost does not go over budget.

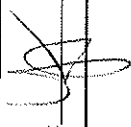
Attachments:

Purchase Order
Proof of AR State Contract with GameTime
Quote

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Vendor #:		19603		Vendor Name:		GameTime c/o Cunningham Recreation		Requisition No.:		Date:	
Address:		P.O. Box 240981		City:		Charlotte		P.O. Number:		2/12/2015	
Requester:		Cherrell Lee		State:		NC		Legistar#:		2015-0085	
Description		Quantity		Unit of Issue		Unit Cost		Extended Cost		Fixed Asset #	
1	Playground Install for Prism Education at 10 S. Willow	1				21,030.45		\$21,030.45			
2								\$0.00			
3								\$0.00			
4								\$0.00			
5								\$0.00			
6								\$0.00			
7								\$0.00			
8								\$0.00			
9								\$0.00			
10								\$0.00			
*	Shipping/Handling			Lot				\$0.00			
Special Instructions: Vendor per AR state contract #4600024214											
Subtotal: \$21,030.45 Tax: \$21,030.45 Total: \$21,030.45											
Approvals:											
Mayor: _____ Department Director: _____ Purchasing Manager: _____											
Chief Financial Officer: _____ Budget Director: _____ IT Director: _____											
Dispatch Manager: _____ Utilities Manager: _____ Other: 											

DFA Arkansas Department of Finance and Administration

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Park & Playground Equipment

[Back to State Contracts](#)

Expiration Date	Contract	Vendor	Buyer
9/16/2015	4600024214/110179	Gametime	Julia Shackelford
Co-Op	Mandatory	Minority	Green
US Communities	No	No	No

AASIS Information

AASIS Contract # 4600024214

Material Group # 65000

Vendor # 100099197

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[Child Support Employer Portal](#)**Bid Opportunities**
[Vendor Registration](#)
[Local Tax Rate Lookup](#)
[Arkansas Trucking Portal](#)
[Personalized License Plates](#)
[Specialty License Plates](#)
[Misuse of State Vehicle Reporting](#)**Department of Finance and Administration**
1509 West 7th Street
Little Rock, AR 72201
[Google Map](#)[Contact Us](#)[Accessibility](#) | [Privacy](#) | [Security](#) | [Acceptable Use](#)

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GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #98709

02/12/2015

Community Development and Block Grant - Option # 2

City of Fayetteville
 Attn: Kyle Belt
 10 S. Willow Ave.
 Fayetteville, AR 72701
 Phone: 479-575-8240
 kbelt@fayetteville-ar.gov

Project #: P75454
 Ship To Zip: 72701

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PrimeTime Modular Playground (per drawings) (4) 12027 -- 3 1/2" Uppt Ass'Y Alum 12' (1) 18200 -- 36" Sq Punched Deck P/T 1.3125 (1) 18671 -- Shingle Roof (1) 19035 -- Optional Access Step (3' & 5') (1) 19057 -- Wave (Standard) (1) 19079 -- Rumble & Roll Zip Slide (1) 19247 -- How Tall Am I (1) 19285 -- Transfer Platform w/ Guardrail 3' (1) 19585 -- Letters Maze above deck (1) 178749 -- Owner's Kit	\$8,362.00	\$8,362.00
750	BONDED RUBBER	GT-Impax - Per Square Foot - Bonded Rubber - 1.5" Depth / 4' CFH - <i>* Materials Only - Install Not Included.</i> <i>* Freight Included.</i> <i>* Standard Color Quoted.</i>	\$7.69	\$5,767.50
1	INSTALL	MISC - Installation of Bonded Rubber Mulch -	\$1,788.00	\$1,788.00
1	INSTALL	MISC - Installation of Drainage Gravel Base	\$1,741.00	\$1,741.00
1	INSTALL	MISC - Demo of Playground & Dirtwork Turn Key	\$941.00	\$941.00
1	INSTALL	MISC - Installation of Playground Equipment	\$2,561.00	\$2,561.00

Site must be clear, level, free of obstruction, and accessible.
 Contract: USC

SubTotal: \$21,160.50
 Discount: (\$1,994.88)
 Tax: \$1,243.69
 Freight: \$621.14
Total Amount: \$21,030.45



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#98709

02/12/2015

Community Development and Block Grant - Option # 2

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included.

Lead Time/Shipment: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals, (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than \$5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Wish to pay by credit card? Please complete the following information:

_____ Mastercard _____ Visa _____ AMEX

Credit Card Number: _____ Exp Date: _____
CSC, Card Security Code: _____
Name as it appears on card: _____
Amount to be charged to card: _____
Email or Fax credit card receipt to: _____

Site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation of the equipment is complete, unless other arrangements are made and noted on the quotation. Price includes ONLY what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.

Acceptance of quotation:

Accepted By (printed): _____ Date: _____
Title: _____ P.O. No: _____
Telephone: _____ Fax: _____

Purchase Amount: **\$21,030.45**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesman Signature

Customer Signature



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#98709

02/12/2015

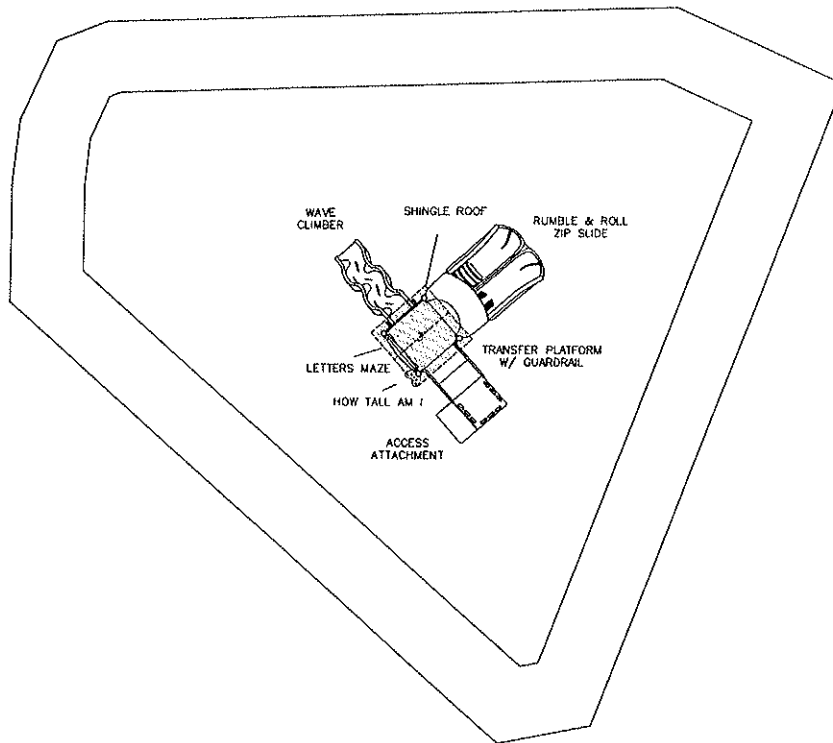
Community Development and Block Grant - Option # 2

U.S. COMMUNITIES TERMS & CONDITIONS

- LEAD TIME: normal lead time is 30 days from active order date.
- PURCHASE ORDERS: MUST BE MADE OUT TO GAMETIME c/o CUNNINGHAM RECREATION
- PRICING: pricing is net, f.o.b. destination, after freight charges have been calculated using the contact shipping rates provided herein and added to the net product prices shown on the contract price list. Gametime offers most favored pricing and special discounts to those local public agencies participating in the U.S. Communities contract. Product pricing derives from and is indexed by the 2006 GameTime Catalog, less the applicable discounts stated herein. GameTime pricing is adjusted the first of each year with the printing and distribution
- QUANTITY DISCOUNTS: Volume single purchases of composite play systems only shall be eligible for an additional discount.
- ORDERS: All orders shall be in writing on the buying entity's purchase order form or similar documentation, and showing GameTime as the vendor. Open buying on the Internet (OBI) is not currently available.
- SHIPMENT: Shipping shall commence within 4-6 weeks after our receipt and acceptance of the customer purchase order, color selections and approval of submittals, if required.
- TERMS OF SALE: Payment is due within 30 days from date of invoice for governmental agencies. Payment may be made by VISA or MasterCard. Orders for materials paid for at the time of placement are entitled to a 3% cash-with-order discount.
- MINIMUM ORDER: RFP 269-2003-007 purchases, other than replacement parts, require a minimum order of \$500.00.
- PACKAGING: All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- RECEIPT OF GOODS: Customer shall receive, unload and inspect goods upon arrival, reporting any discrepancies on the delivery receipt prior to written acceptance of the shipment. Concealed damages must be reported within 15 days of delivery & concealed shortages must be reported within 60 days.
- INSTALLATION: If included with purchase, shall be by a Certified GameTime installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Added charges may result for failure to notify the installer of schedule changes or site conditions that prevent installation.
- EXCLUSIONS: Unless otherwise noted, this proposal excludes all site work and landscaping, removal of existing equipment; storage of goods prior to installation; drainage provisions; and safety surfacing and borders unless purchased separately. Customer shall be responsible for providing a clear, level site for installation and for scheduling deliveries and coordinating installation.
- SUBMITTALS: Our design proposal reflects the spirit and intent of the solicitation. While some variations may exist between GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. If required, we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements. GameTime shall provide for each playground two sets of installation, assembly and maintenance instructions in accordance with our standard practices. All composite playground designs and equipment shall comply with ASTM F 1487-01, Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use; Handbook for Public Playground Safety Publication 325 by the U.S. Consumer Products Safety Commission; and the Guide to ADA Accessibility Guidelines for Play Areas published by the U.S. Access Board.
- CREDIT APPLICATIONS: If required must be submitted with your order.
- FINANCE CHARGE: A 1.5% monthly finance charge will be added to all invoices over 30 days past due.

ORDER INFORMATION:

Bill to: _____ Ship to: _____
Contact: _____ Contact: _____
Address: _____ Address: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____
Tel: _____ Fax: _____ Tel: _____ Fax: _____



Gametime

APRAXIS CORP. Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



City of Fayetteville
Prism Education Center - Option # 2
Fayetteville, AR
Representative
Cunningham Recreation

This play
equipment is
recommended
for children ages
2-5

Minimum Area Required:
Scale: NTS
This drawing can be
scaled only when in
an 11" x 17" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM Standard F 1487 and Canadian
Standard CAN/CSA-Z614.

Drawn By:
DW
Date:
1-19-2016
Drawing Name:
75454-02.dwg



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0091

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.11

ARKANSAS RECREATIONAL TRAILS PROGRAM GRANT:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS FUNDS AND AUTHORIZING APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS RECREATIONAL TRAILS PROGRAM IN AN AMOUNT UP TO \$75,000.00 FOR CONSTRUCTION OF THREE SECTIONS OF BOARDWALK ON THE LAKE FAYETTEVILLE NATURE TRAIL

WHEREAS, the City of Fayetteville understands Federal-Aid Recreational Trails funds are available through the Arkansas Recreational Trails Program in an amount up to \$75,000.00 at 80% federal participation and 20% local match to construct three section of boardwalk on the Lake Fayetteville Nature Trail; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Fayetteville understands that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas State Highway and Transportation Department of an official Notice to Proceed; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville.

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 determines that the City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the Lake Fayetteville Nature Trail boardwalk project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and

hereby authorizes the City of Fayetteville to cooperate with the Arkansas State Highway and Transportation Department to initiate action to implement this project.

City of Fayetteville Staff Review Form

2015-0091

Legistar File ID

3/3/2015

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

Byron Humphry

2/3/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution expressing willingness to utilize federal-aid recreational funds and to allow the Parks and Recreation Department to submit an application for consideration of an 80/20 matching grant through the Arkansas Recreational Trails Program for an award of up to \$75,000 to be used for the construction of three sections of boardwalk on the nature trail at Lake Fayetteville.

Budget Impact:

NA

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

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

FROM: Byron Humphry, Parks Maintenance Superintendent

DATE: February 13, 2015

SUBJECT: 2015 Recreational Trails Grant Application

RECOMMENDATION:

Staff requests approval of a resolution expressing the willingness to utilize federal-aid recreational funds and to allow the Parks and Recreation Department to submit an application for consideration of an 80/20 matching grant through the Arkansas Recreational Trails Program for an award of up to \$75,000 to be used for the construction of three sections of boardwalk on the nature trail at Lake Fayetteville.

BACKGROUND:

The Recreational Trails Grant is administered through the Arkansas Highway and Transportation Department and has been a substantial source of grant funding for our trail program over the years. For the 2015 recreational trail grant application, staff has selected to request a grant to construct three sections of boardwalk on the Lake Fayetteville nature trail that total approximately 800 feet. On September 2, 2014, the City Council approved a revised lease agreement with BGSO that required the relocation of approximately 750 feet of nature trail. The relocation of this nature trail will require two sections of boardwalk that total approximately 480 feet. In addition to these two sections, there is also a section of existing nature trail located to the west that needs to be located onto approximately 320 feet of boardwalk to alleviate erosion and muddy conditions.

DISCUSSION:

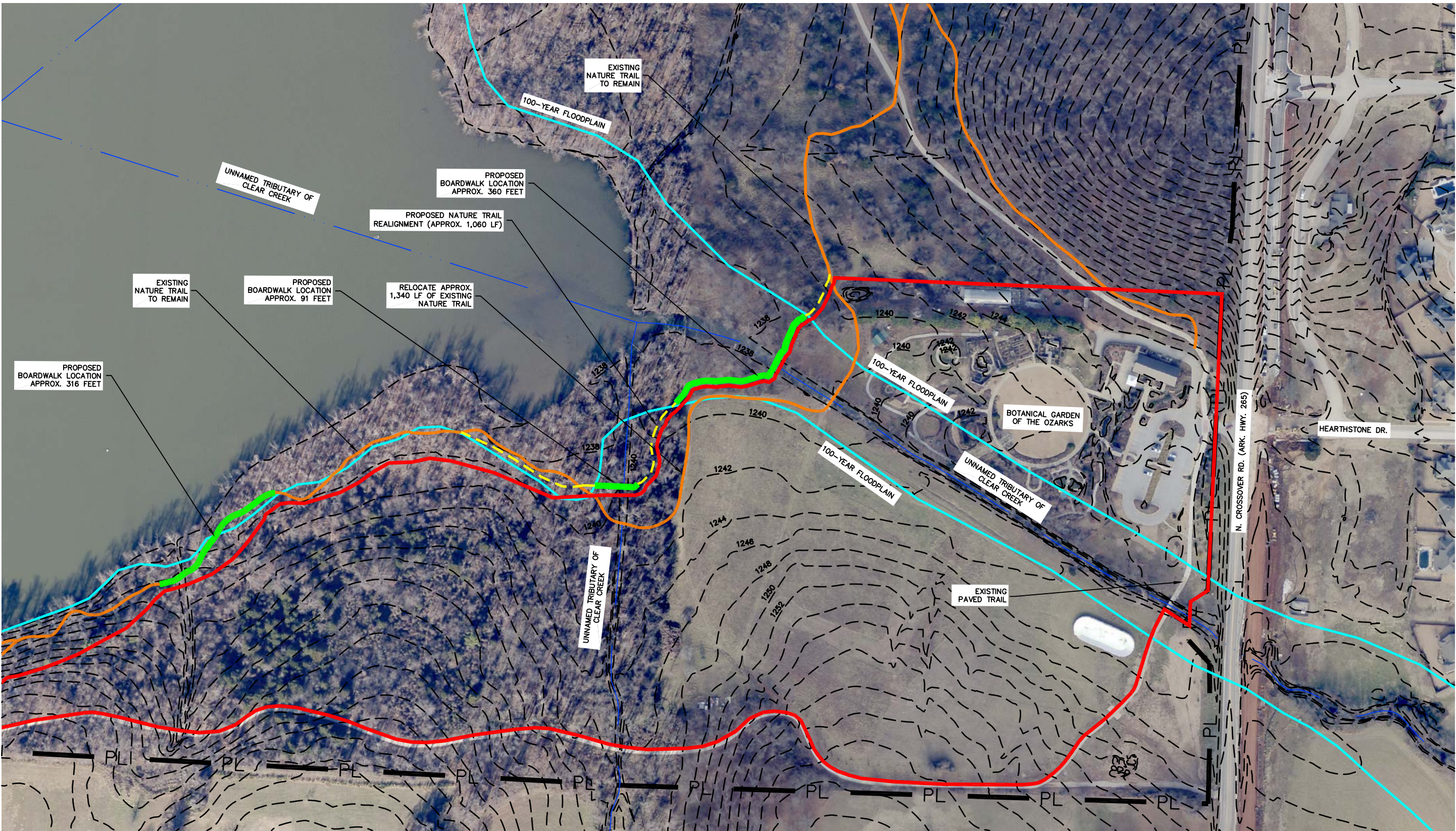
The sections of trail that need to be relocated due to the adjustment of the BGSO lease boundary were intended to be constructed using Eagle Scout volunteers and donated materials similar to the boardwalk that was recently constructed on the north side of Lake Fayetteville. However, with the possibility of obtaining grant funding, better materials can be purchased that will last longer, require less maintenance, and be easier to install. The 20 percent match from the City would be primarily composed of in-kind services from staff and volunteer labor to install the materials. If the grant is not awarded to the City, the construction of the boardwalk will occur as originally planned with Eagle Scout and volunteer projects.

BUDGET/STAFF IMPACT:

If the grant is approved for the full amount requested, the City will be responsible for 20% of the total project cost, or \$15,000. The \$15,000 of the City's portion of this project will be from in-kind services from volunteer and staff labor and budgeted operational funds. If the grant is partially funded, the boardwalk sections required by the nature trail relocation due to the BGSO lease boundary adjustment will be given priority.

Attachments:

Lake Fayetteville Boardwalks Map



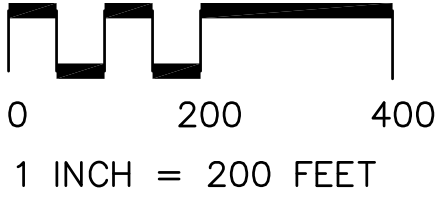
LEGEND

- | | |
|-------------------------------|--------------------------------|
| — PL — | — PARK BOUNDARY — |
| - - - 1230 - - - | - - - EX. 2-FOOT CONTOUR - - - |
| — EX. NATURE TRAIL — | |
| — EX. CLEAR CREEK TRIBUTARY — | |
| — EX. 100-YR. FLOODPLAIN — | |

- | |
|--------------------------------|
| — EX. BGO LEASE LINE — |
| - - - PROP. NATURE TRAIL - - - |
| — PROP. BOARDWALK — |

PROJECT AREA SOIL TYPES:
CaB — CAPTINA SILT LOAM, 1 TO 3 % SLOPES
Ra — RAZORT SILT LOAM, OCCASIONALLY FLOODED

FLOOD PLAIN: PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA BASED UPON A NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) NUMBER 05143C0090 F — DATED MAY 16, 2008.



SURVEYED BY:	GIS
DRAWN BY:	CJ
DESIGNED BY:	CJ
FILE NAME:	Lake Fayetteville Trail Boardwalk at 800.dwg

**LAKE FAYETTEVILLE NATURE TRAIL
PROPOSED BOARDWALK LOCATIONS
SITE PLAN**

TITLE:	
REVISED	

PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD
PHONE NO: (479) 444-3471
FAX NO: (479) 521-7714



DATE:	January 2015
SHEET:	1
PROJECT:	PROPOSED NATURE TRAIL BOARDWALKS



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0023

Agenda Date: 3/3/2015

Version: 1

Status: Second Reading

In Control: City Council

File Type: Ordinance

Agenda Number: B.1

RZN 14-4882 (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE):

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4882, FOR APPROXIMATELY 21.63 ACRES, LOCATED ON THE EAST SIDE OF RUPPLE ROAD NORTH OF THE BOYS AND GIRLS CLUB, FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT R-PZD 06-1884 WESTSIDE VILLAGE, TO NS, NEIGHBORHOOD SERVICES

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 R-PZD, Residential Planned Zoning District R-PZD 06-1884 Westside Village, to NS, Neighborhood Services, 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.

City of Fayetteville Staff Review Form

2015-0023

Legistar File ID

2/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

1/16/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 14-4882: Rezone (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE, 439): Submitted by PLANNING STAFF for property located ON THE EAST SIDE OF RUPPLE RD. NORTH OF THE BOYS AND GIRLS CLUB. The property is zoned R-PZD 06-1884, RESIDENTIAL PLANNED ZONING DISTRICT WESTSIDE VILLAGE and contains approximately 21.63 acres. The request is to rezone the property to NS, NEIGHBORHOOD SERVICES.

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 FEBRUARY 3, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

DATE: January 16, 2015

SUBJECT: **RZN 14-4882: Rezone (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE, 439):** Submitted by PLANNING STAFF for property located ON THE EAST SIDE OF RUPPLE RD. NORTH OF THE BOYS AND GIRLS CLUB. The property is zoned R-PZD 06-1884, RESIDENTIAL PLANNED ZONING DISTRICT WESTSIDE VILLAGE and contains approximately 21.63 acres. The request is to rezone the property to NS, NEIGHBORHOOD SERVICES.

RECOMMENDATION:

The Planning Commission and City Planning Staff recommend approval of an ordinance to rezone the property to NS, Neighborhood Services.

BACKGROUND:

The subject property is located north of the Boys and Girls club at 618 Rupple Road, is zoned R-PZD, Residential Planned Zoning District / Westside Village (06-1884) and contains 21.63 acres. The PZD was approved on December 19, 2006, with a condition that Phase I receive all permits within one year, and that Phase II-V receive all permits within 8 years of City Council approval. This requirement has not been met, and the PZD expired on December 19, 2014.

The approved PZD proposed a mixed use development with 74,580 square feet of nonresidential space, 352 dwelling units (17.25 units/acre), and a total of 874 parking spaces.

The property is currently undeveloped with the exception of some drives and parking areas constructed as part of the PZD project that was never completed.

*City Plan 2030 Future Land Use Plan designates this site as the **Complete Neighborhood Plan/Wedington Corridor Plan Area**. Staff finds that the proposed zone is consistent with planning objectives, principles, and policies put forward in the Wedington Neighborhood Plan, which states that:*

"The utilization of the City's form based zoning districts will be essential to ensure that the development pattern prescribed here is walkable and urban. Form based zoning districts are also much more flexible in allowing for a variety of residential and commercial densities and intensities. This encourages a diverse mixture of

building types, scales and uses that are not separated from each other but instead are co-mingled to create a unified, sustainable and cohesive whole.”

The proposed zoning is compatible and consistent with the Wedington Corridor Plan vision for this property which calls for a variety and mix of nonresidential and residential uses.

Surrounding Land Use Compatibility: In staff’s opinion, this property is compatible with surrounding land uses. The property to the south is in use by the Boys and Girls Club. Property to the east is industrial, serving as material and equipment storage for Ozarks Electric. Across Ruppel Road, the land use is entirely single-family residential, with a density built to 10 units per acre. The NS zoning district allows residential uses and densities that will be compatible with the existing neighborhood. In the proposed zone, building heights are capped at 45 feet, and residential density is limited to 10 units per acre.

DISCUSSION:

On January 12, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~January 12, 2015~~ **UPDATED JANUARY 13, 2015**

SUBJECT: RZN 14-4882: Rezone (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE, 439): Submitted by PLANNING STAFF for property located ON THE EAST SIDE OF RUPPLE RD. NORTH OF THE BOYS AND GIRLS CLUB. The property is zoned R-PZD 06-1884, RESIDENTIAL PLANNED ZONING DISTRICT WESTSIDE VILLAGE and contains approximately 21.63 acres. The request is to rezone the property to NS, NEIGHBORHOOD SERVICES.

RECOMMENDATION:

Staff recommends forwarding of **RZN 14-4882** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property is located north of the Boys and Girls club at 618 Rupple Road, is zoned R-PZD, Residential Planned Zoning District / Westside Village (06-1884) and contains 21.63 acres. The PZD was approved on December 19, 2006, with a condition that Phase I receive all permits within one year, and that Phase II-V receive all permits within 8 years of City Council approval. This requirement has not been met, and the PZD expired on December 19, 2014.

The approved PZD proposed a mixed use development with 74,580 square feet of nonresidential space, 352 dwelling units (17.25 units/acre), and a total of 874 parking spaces.

The property is currently undeveloped with the exception of some drives and parking areas constructed as part of the PZD project that was never completed. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped/Single-family Residential	R-A, Residential-Agricultural
South	Boys and Girls Club	R-A, Residential-Agricultural/P-1, Institutional
East	Undeveloped/Agricultural	R-A, Residential-Agricultural/P-1, Institutional
West	Residential	R-PZD, Residential Planned Zoning District

Request: The request is to rezone the property from R-PZD, Residential Planned Zoning District to NS, Neighborhood Services.

Public Comment: Staff has not received any public comment. The property owner was notified of the rezone request through certified mail on two occasions, first on November 26, 2014 and again on December 19, 2014. The owner has not contacted staff.

INFRASTRUCTURE:

Streets: The site has access to Ruppel Road, a fully improved city street. Improvements to Ruppel Road are planned as a part of a City Capital Improvement Project, and will include expansion to a four lane boulevard with on street parking and multi-use trail on the west side.

Water: Public water is accessible to the site. A 12" public water main exists along the eastern side of Ruppel Road.

Sewer: Sanitary sewer is NOT available to the site. Sewer is present in the vicinity and would be required to be extended to the subject parcel at time of development if sewer services are required for the proposed use.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This property does not lie within any FEMA floodplain areas, does not contain any protected streams, and is not located within the HHOD.

Fire: The Fire Department had no comment for this request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as the **Complete Neighborhood Plan/Wedington Corridor Plan Area**. The Wedington Corridor plan document and illustrative map provide a vision and a framework for transforming and taming an arterial roadway and interstate interchange while creating a more livable neighborhood that is complete and connected.*

WEDINGTON CORRIDOR PLAN: Wedington Corridor Illustrative Plan, approved March 19, 2013 by the City Council, identifies the area near the Ruppel Road and Wedington Drive intersection as the future 'heart' of the west Wedington neighborhood, and encourages a walkable residential and commercial destination that would serve as a central node in this expanding part of the City.

Wedington Corridor Plan, pg. 37:

At the [Wedington Corridor Design] charrette the public overwhelmingly expressed a desire to see a walkable urban center develop at the intersection of Wedington Drive and Ruppel Road. At this time, a number of sizable parcels of land are undeveloped northwest of this intersection. The illustrative plan envisions this area as a complete, compact and connected neighborhood with civic,

residential and commercial uses. The utilization of the City's form based zoning districts will be essential to ensure that the development pattern prescribed here is walkable and urban. Form based zoning districts are also much more flexible in allowing for a variety of residential and commercial densities and intensities. This encourages a diverse mixture of building types, scales and uses that are not separated from each other but instead are co-mingled to create a unified, sustainable and cohesive whole.

DISCUSSION:

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends approval of **RZN 14-4882** based on the findings discussed herein, that the rezoning is compatible with existing and anticipated uses in the surrounding area and is consistent with the Future Land Use Plan.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 12, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>CHESSER</u>	Second: <u>COOK</u>	Vote: <u>9-0-0</u>	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>February 03, 2015</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: **Surrounding Land Use Compatibility:** In staff's opinion, this property is compatible with surrounding land uses. The property to the south is in use by the Boys and Girls Club. Property to the east is industrial, serving as material and equipment storage for Ozarks Electric. Across Ruppel Road, the land use is entirely single-family residential, with a density built to 10 units per acre. The NS zoning district allows residential uses and densities that will be compatible with the existing neighborhood. In the proposed zone, building heights are capped at 45 feet, and residential density is limited to 10 units per acre.

Land Use Plan Analysis: Staff finds that the proposed zone is consistent with planning objectives, principles, and policies put forward in the Wedington Neighborhood Plan, which states that:

"The utilization of the City's form based zoning districts will be essential to ensure that the development pattern prescribed here is walkable and urban. Form based zoning districts are

also much more flexible in allowing for a variety of residential and commercial densities and intensities. This encourages a diverse mixture of building types, scales and uses that are not separated from each other but instead are co-mingled to create a unified, sustainable and cohesive whole.”

The proposed zoning is compatible and consistent with the Wedington Corridor Plan vision for this property which calls for a variety and mix of nonresidential and residential uses.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: In staff’s opinion, the requested NS zoning district is justified as this time, as the property is currently within an expired Planned Zoning Development and effectively has neither zoning nor development rights attached to it.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property NS will not likely increase traffic danger or congestion. The site has access to Ruppel Road, a designated ‘Principal Arterial Parkway’. With the City improvements to Ruppel Road over the next few years, traffic counts are expected to increase, however the proposed zoning will not significantly increase traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from PZD to NS will increase the potential population density, but is unlikely to undesirably increase the load on public services. The Police Department expressed no objections to the proposal. The Fire Department had no comment. The Westside Village PZD was approved with a density much higher than that allowed within the proposed zoning. Existing infrastructure in the area can accommodate increased development pressure from this site.

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 section 161.16
- Westside Village R-PZD Master Plan
- Request Letter
- Notification letters to owner
- City Plan 2030 – Future Land Use Plan map
- Current Land Use Map
- Close Up Map
- One Mile Map

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

(C) *Density.*

Units per acre	10 or less
----------------	------------

(D) *Bulk and Area*

(1) *Lot width minimum*

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 Maximum	Height	45 ft.
------------------	--------	--------

(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)



November 17, 2014

Airways South
PO Box 1888
Fayetteville, AR 72702
Attn: Dale Caudle

VIA: Certified Mail

Re: Re-zoning of the Expired Westside Village Zoning District Project

Dear Mr. Caudle,

The Assessor of Washington County, Arkansas lists Airways South as the owner for the subject property that is zoned by the City of Fayetteville as a Planned Zoning District (PZD). This letter notifies you that the subject PZD approval has expired. In accordance with Fayetteville Unified Development Code Section 166.20, the City has cause to revoke this PZD as development permits have not been obtained in accordance with the approved phased development schedule. Therefore, the City Development Services Department has initiated revocation of the expired PZD zoning on your property. As part of this action staff will recommend the City Council assign the property the zoning district of NS, Neighborhood Services.

This proposal to revoke the PZD and rezone your property will be first heard at a public meeting of the Planning Commission on January 11, 2015 at 5:30 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas 72701. You are of course welcome to speak at that meeting and/or provide written or verbal comment to City staff prior to the meeting.

Please contact my office at 479-575-8267 if you wish to set up a meeting with or speak to one of our City Planners, or you may email me at qthompson@fayetteville-ar.gov

Regards,

A handwritten signature in blue ink, appearing to read "Q. Thompson", is written over a light blue circular stamp.

Quin Thompson
Current Planner
Development Services

Att: UDC Section 161.16 Neighborhood Services

CC: Jeremy Pate, Development Services Director
Andrew Garner, City Planning Director



December 05, 2014

SENT VIA: CERTIFIED MAIL

Airways South, LLC
3849 Wedington Drive
Fayetteville, AR 72704
attn Dale Caudle

Re: Rezoning former Westside Village PZD

Dear Mr. Caudle,

This letter is in reference to your property, parcel number 765-22362-000 located east of Ruppel Road within the Wedington Corridor Neighborhood Master Plan area.

This letter notifies you that the subject PZD approval has expired, effectively leaving the property without zoning and development rights. In accordance with Fayetteville Unified Development Code Section 166.20, the City has cause to revoke this PZD as development permits have not been obtained in accordance with the approved phased development schedule. Therefore, the City Development Services Department has initiated revocation of the expired PZD zoning on your property. As part of this action staff will recommend the City Council assign the property the zoning district of NS, Neighborhood Services.

As an initial step in the process of building this vision, planning staff will bring forward a rezoning proposal to the Planning Commission on **January 12, 2014**, and propose to rezone your property (the parcel referenced above) from R-PZD (Westside Village) to NS, Neighborhood Services. Please contact Quin Thompson, Current Planner, with any questions or concerns.

Project Description:

The City of Fayetteville proposes to rezone the property described above, being within the Wedington Corridor Neighborhood Master Plan area, from R-PZD, (Westside Village) to NS, Neighborhood Services.

Public Hearings:

The first scheduled public hearing on the rezoning proposal is the Planning Commission meeting at 5:30 PM on January 12, 2014; 113 West Mountain Street (City Administration Building, Rm 219) Fayetteville, AR 72701.

Review Location:

Additional project information is available for public review at the City of Fayetteville Planning Division, 125 West Mountain Street, Fayetteville, AR 72701, Monday - Friday between 8:00 AM and 5:00 PM.

Regards,

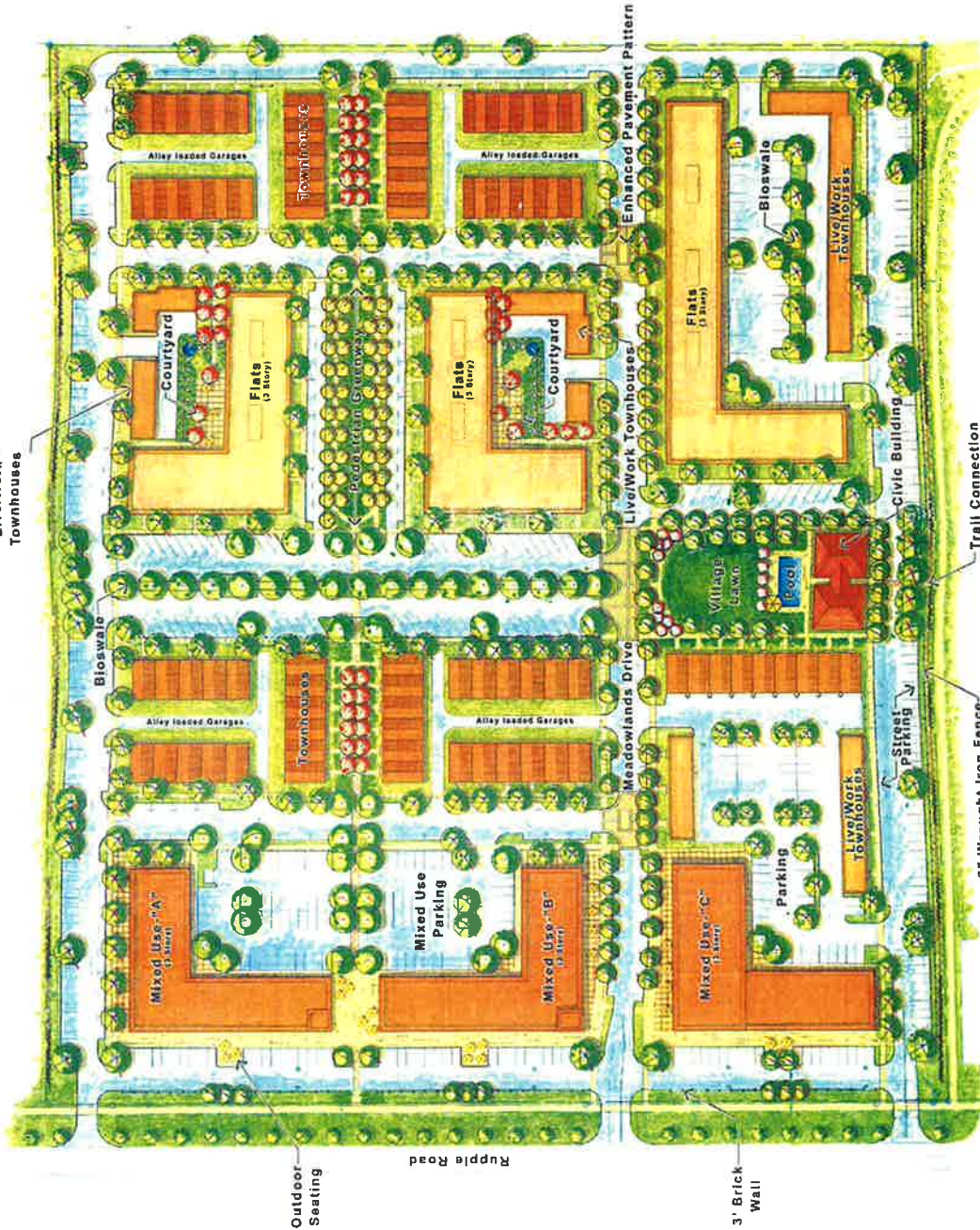
A handwritten signature in blue ink, appearing to read "BQ Thompson", written in a cursive style.

Quin Thompson
City of Fayetteville
Phone: (479) 575-8327
Email: qthompson@fayetteville-ar.gov

Att: UDC Section 166.16 Neighborhood Services



Master Plan



VICINITY MAP

Westside Village is designed with ideas from Traditional Neighborhood Design (TND) through the use of connectivity of uses, and compact land consumption and automobile dependency by design. This design promotes pedestrian activity, decreased polluted storm runoff and creates a lively, walkable, sustainable and pleasant community.

Goals for Westside Village

1. Create a walkable neighborhood that allows residents the option to work near their homes
2. Provide a mixed use area of shops, cafes, and restaurants to meet the basic convenience needs of residents
3. Provide a village green for gatherings, passive and active recreation
4. Encourage a walkable neighborhood by designing narrow streets throughout the development
5. Encourage a higher density population center near enough to education facilities for children to walk to and from school
6. Build a small-town feel - the mix of housing styles creates diversity
7. Encourage the social activity of the neighborhood by creating gathering in alleys and side streets so that they are far less visible
8. Make neighborhoods walkable by assigning tree and landscaping to promote casual strolling
9. Encourage no more than a five minute walk to parks, gathering spaces and retail
10. Establish a discernible neighborhood center to serve as a community gathering place

DEVELOPMENT SUMMARY

Building Type	Volume	Units	Stories	Covered Parking
Mixed Use - A	17,650 sq. ft.	28	2 to 4	No
Mixed Use - B	17,650 sq. ft.	32	2 to 4	No
Mixed Use - C	17,650 sq. ft.	32	2 to 4	No
Flats	19,200 sq. ft.	198	3	No
Live/Work Townhouses	19,200 sq. ft.	23	2 to 3	Yes
Townhouses	5,600 sq. ft.	0	1 to 2	No
Civic	5,600 sq. ft.	0	1 to 2	No
Total Bldg. Ft.	74,500 sq. ft.	302		
Total Density	17.25 DU/acre			
Total Acreage	21.63 acres			
Parking				
Total On-Site/Off-Parking	614			
Townhouse - Live/Work	182			
Total Parking Provided	874			

Westside Village

Fayetteville, Arkansas



Critical Path Design

Improving Planning with Innovative Design

RZN14-4882

Current Land Use

WESTSIDE VILLAGE



Overview

Fayetteville City Limits

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

0 200 400 800 1,200 1,600 Feet

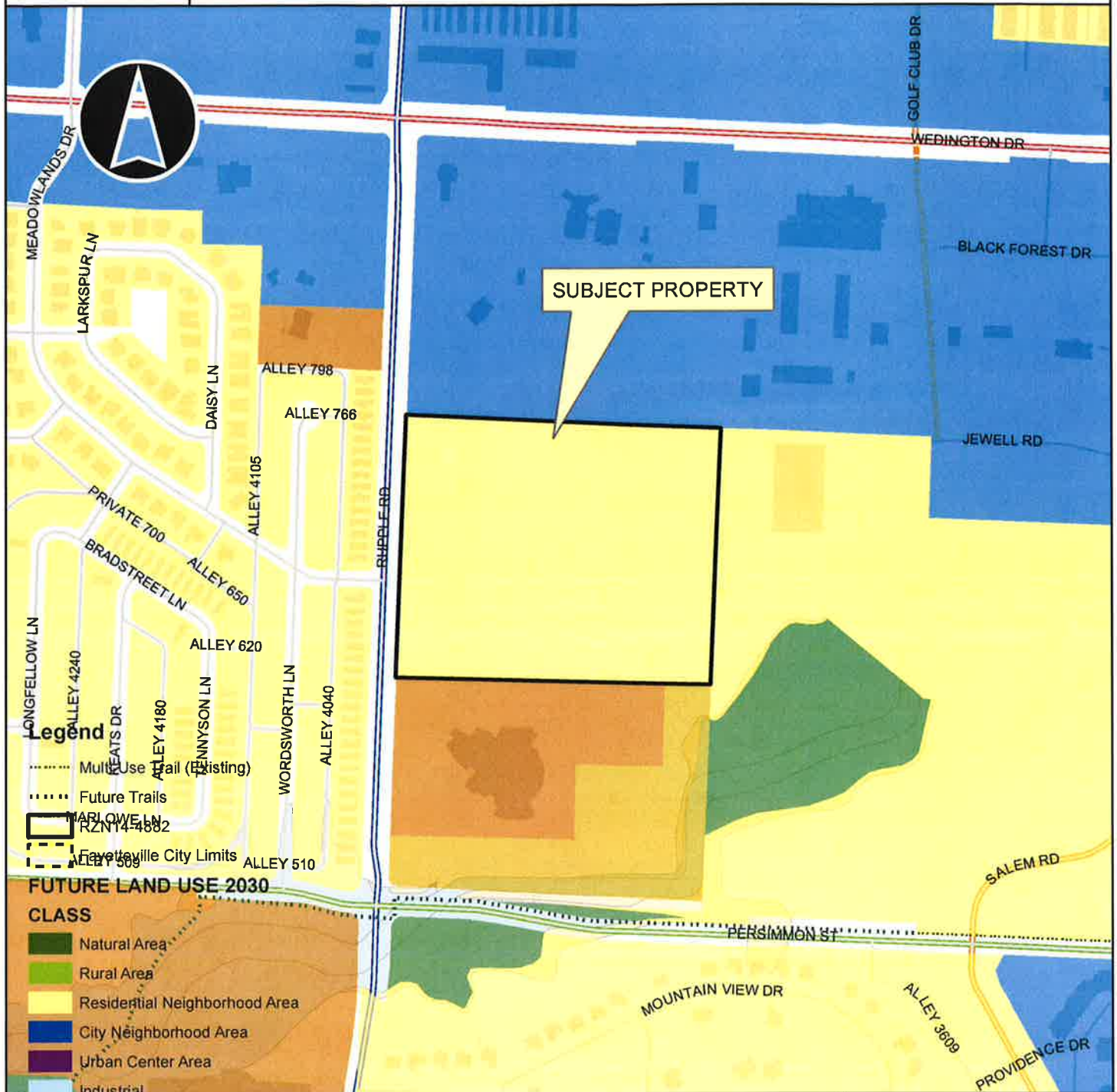
Planning Commission
January 12, 2015

Agenda Item 12
14-4882 RZN Westside Village
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RZN14-4882

WESTSIDE VILLAGE

Future Land Use

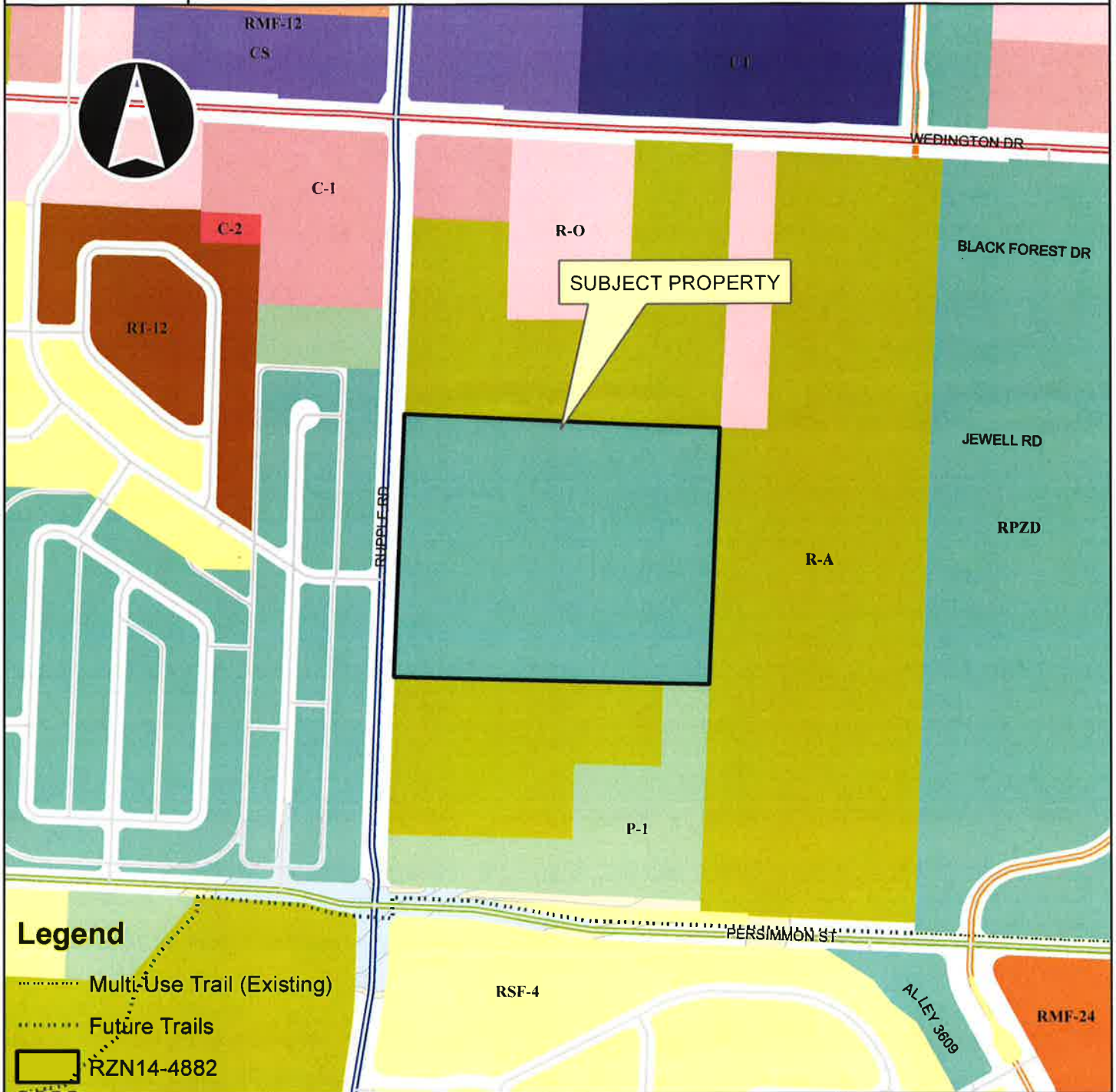


0 200 400 800 1,200 1,600 Feet

RZN14-4882

WESTSIDE VILLAGE

Close Up View



Legend

- Multi-Use Trail (Existing)
- Future Trails
- RZN14-4882

Overview Fayetteville City Limits

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

0 200 400 800 1,200 1,600 Feet

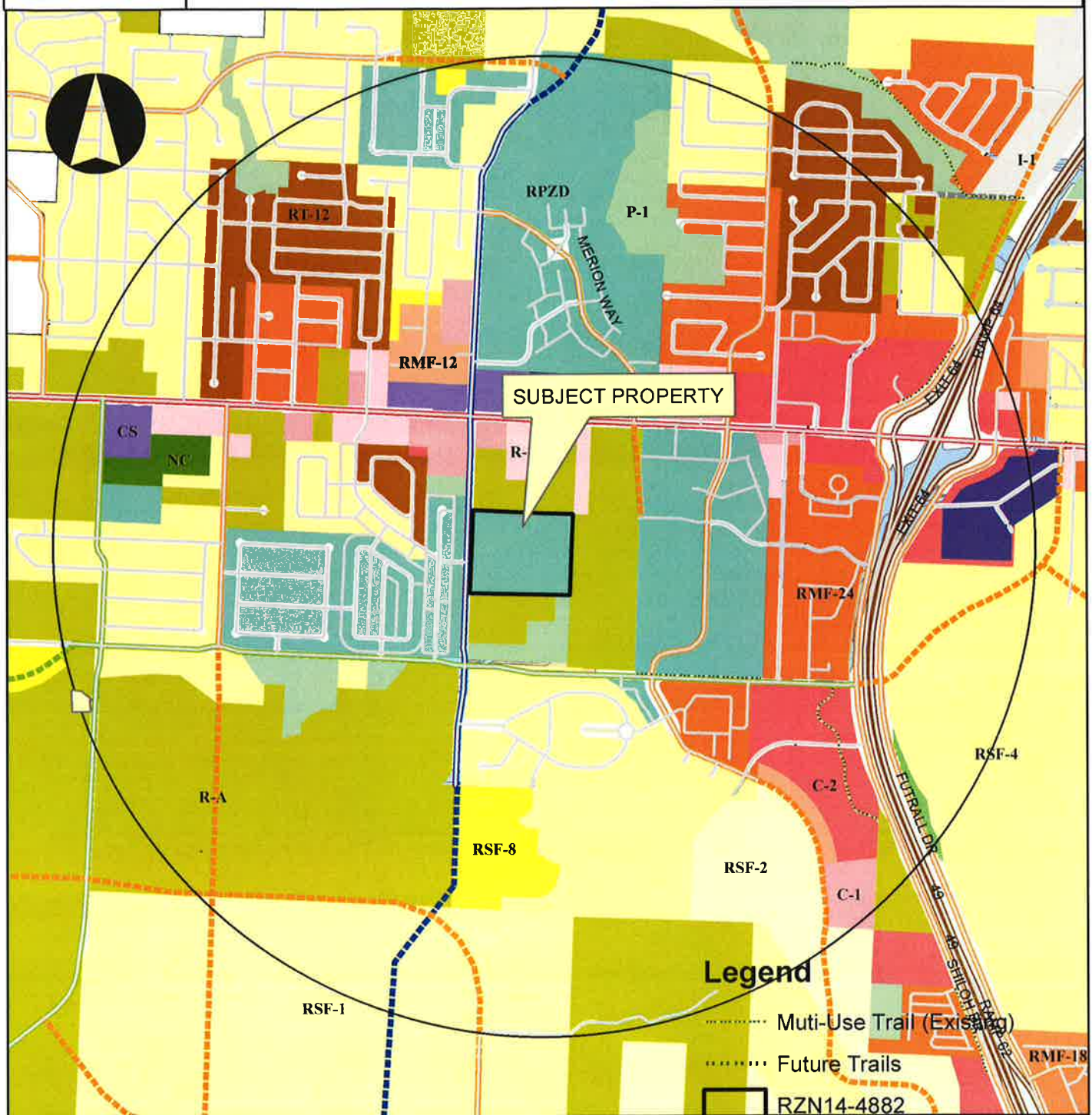
Planning Commission
January 12, 2015

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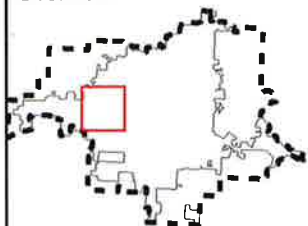
RZN14-4882

One Mile View

WESTSIDE VILLAGE



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

Miles

Legend

Multi-Use Trail (Existing)

Future Trails

RZN14-4882

Hillside-Hilltop Overlay District

Design Overlay District

Planning Area

Fayetteville

Planning Commission

January 12, 2015

Agenda Item 12

14-4882 RZN Westside Village

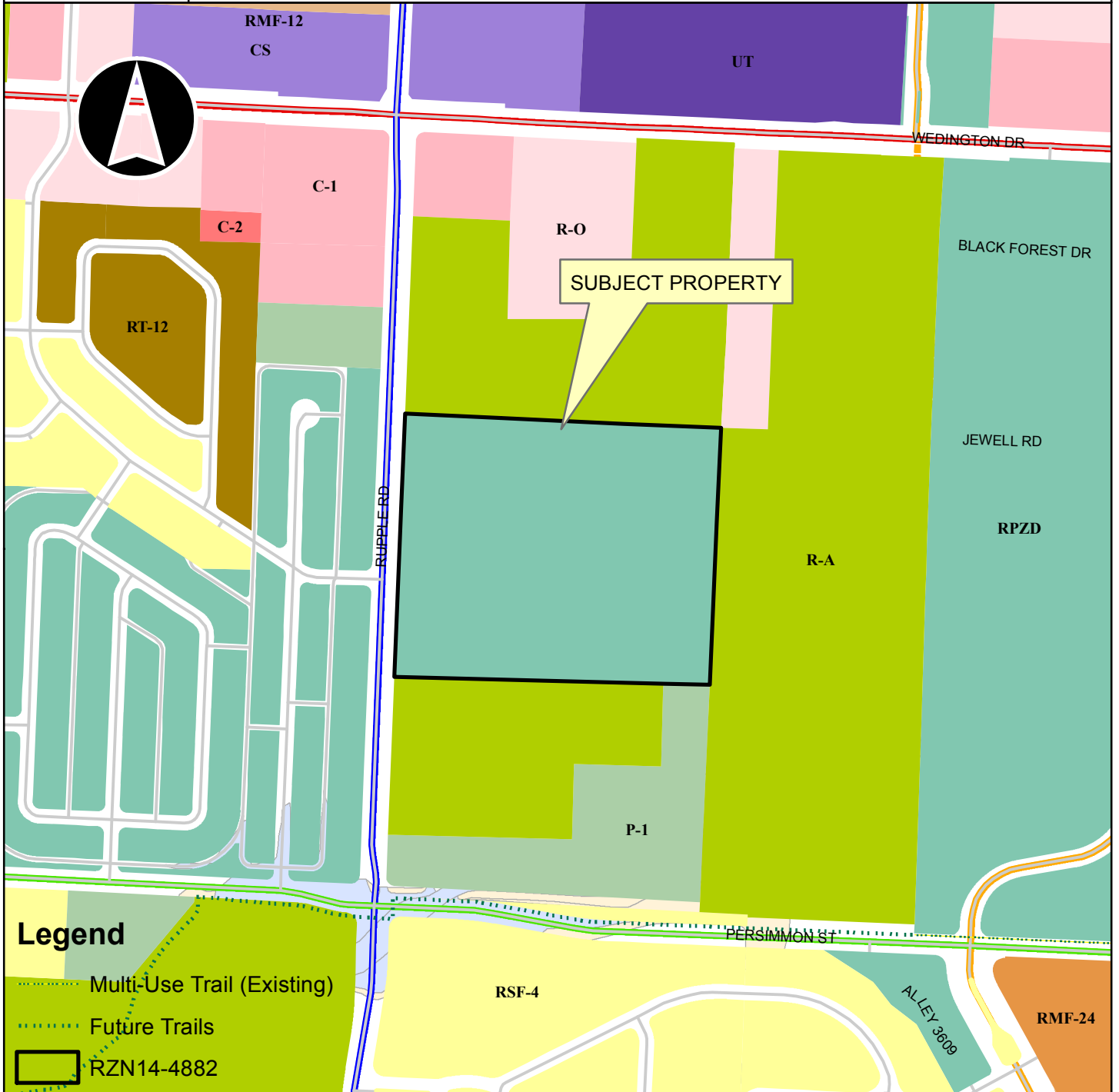
Page 17 of 17

EXHIBIT 'A'
14-4882

RZN14-4882

Close Up View

WESTSIDE VILLAGE



Legend

- Multi-Use Trail (Existing)
- Future Trails
- RZN14-4882

Overview

- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 200 400 800 1,200 1,600 Feet

EXHIBIT 'B'

14-4882

A part of the SE 1/4 of the SE 1/4 and a part of the NE 1/4 of the SE 1/4, all in Section 12, T-16-N, R-31-W, Washington County, Arkansas, and being more particularly described as follows: Commencing at the NE corner of the NE 1/4 of the SE 1/4, thence N 88°34'51" W, 483.46 feet; thence S 01°07' 6" W, 35.95 feet; thence N 88°50'55" W, 416.00; thence S 01° 07' 06" W, 969.20 feet to the point of beginning; thence S 88° 48' 23" E, 416 feet; thence S 88° 56' 59" E, 330.00 feet; thence S 01° 05' 12" W, 870.38 feet; thence West 1081.18 feet; thence N 00° 47' 02" E, 892.59 feet; thence S 88°43'24" E, 339.71 feet to the point of beginning, containing 21.91 acres, more or less.

The above described tract also known as Tract 3, on a lot split survey shown on plat of record in plat book 17 at page 102, plat records of Washington County, Arkansas.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4882, FOR APPROXIMATELY 21.63 ACRES, LOCATED ON THE EAST SIDE OF RUPPLE ROAD NORTH OF THE BOYS AND GIRLS CLUB, FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT R-PZD 06-1884 WESTSIDE VILLAGE, TO NS, NEIGHBORHOOD SERVICES.

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 R-PZD, Residential Planned Zoning District R-PZD 06-1884 Westside Village, to NS, Neighborhood Services, 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

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

Text File

File Number: 2015-0060

Agenda Date: 3/3/2015

Version: 1

Status: First Reading

In Control: City Council

File Type: Ordinance

Agenda Number: B.2

RZN 14-4938 (N.W. CROSS & MAINE INTERSECTION/WEST END ADDITION):

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4938, FOR APPROXIMATELY 2.5 ACRES, LOCATED AT NORTHWEST CORNER OF CROSS & MAINE STREETS FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT MARKHAM HILL COTTAGES (R-PZD 09-3237), TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 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 an expired R-PZD, Residential Planned Zoning District Markham Hill Cottages (R-PZD 09-3237), to RSF-8, Residential Single Family, 8 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.

City of Fayetteville Staff Review Form

2015-0060

Legistar File ID

2/17/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

1/30/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 14-4938: Rezone (N.W. OF CROSS & MAINE INTERSECTION/WEST END ADDITION, 520): Submitted by BATES & ASSOCIATES for property located N.W. OF CROSS & MAINE INTERSECTION. The property is an expired R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT MARKHAM HILL COTTAGES (09-3237) and contains approximately 2.54 acres. The request is to rezone the property to RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE.

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 FEBRUARY 17, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Senior Planner

DATE: January 30, 2015

SUBJECT: **RZN 14-4938: Rezone (N.W. OF CROSS & MAINE INTERSECTION/WEST END ADDITION, 520):** Submitted by BATES & ASSOCIATES for property located N.W. OF CROSS & MAINE INTERSECTION. The property is an expired R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT MARKHAM COTTAGES (09-3237) and contains approximately 2.54 acres. The request is to rezone the property to RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-8, Residential Single Family, 8 Units per Acre.

BACKGROUND:

The subject property is undeveloped hillside, zoned R-PZD, Residential Planned Zoning District Markham Hill Cottages (09-3237) and contains approximately 2.54 acres in the Hilltop-Hillside Overlay district. It is located north of Maine Street and west of Cross Avenue, on the south side of Markham Hill.

- On July 21, 2009 the City Council approved R-PZD 09-3237 (Markham Hill Cottage Courts) for a residential neighborhood with 44 dwelling units (18 single family, 13 two-family).
- On September 27, 2010 the Planning Commission approved an extension of the development (ADM 10-3666). The PZD expired on January 21, 2011. The property is currently without zoning or development rights.

Surrounding Land Use Compatibility:

In staff's opinion, this rezoning is compatible with surrounding uses to the north and south. The property to the north is undeveloped hillside in the RSF-4 zone, while properties to the south, east, and west are all within the RMF-24 zone and developed with a mix of single, two-family, and multi-family residential units.

Land Use Plan Analysis: City Plan 2030 Future Land Use Plan designates this site as City Neighborhood Area. This designation supports the widest spectrum of uses and encourages density in all housing types. Development patterns allowed under the proposed RMF-24 zoning

district are generally compatible with this designation. Property to the north and east is currently undeveloped hillside and the Future Land Use Map designates this area as Residential Neighborhood Area.

DISCUSSION:

On January 26, 2015 the RMF-24 zoning was denied by the Planning Commission by a vote of 7-2, with Commissioners Chessser and Noble voting 'No'. A second motion and vote forwarded the rezone request with a recommendation for approval of the RSF-8 zoning with a vote of 7-2, with Commissioners Chessser and Noble voting 'No'.

The applicant's request is for RMF-24, Residential Multi-family 24 units/acre. Planning staff recommends in favor of both RSF-8 and RMF-24 zoning, given the transitional nature of this property amongst the varied housing types in the surrounding area.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~January 26, 2015~~ **UPDATED JANUARY 29, 2015**

SUBJECT: **RZN 14-4938: Rezone (N.W. OF CROSS & MAINE INTERSECTION/WEST END ADDITION, 520):** Submitted by BATES & ASSOCIATES for property located N.W. OF CROSS & MAINE INTERSECTION. The property is an expired R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 2.54 acres. The request is to rezone the property to RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends approval of **RZN 14-4938**.

BACKGROUND:

The subject property is undeveloped hillside, zoned R-PZD, Residential Planned Zoning District Markham Hill Cottages (09-3237) and contains approximately 2.54 acres in the Hilltop-Hillside Overlay district. It is located north of Maine Street and west of Cross Avenue, on the south side of Markham Hill.

- On July 21, 2009 the City Council approved R-PZD 09-3237 (Markham Hill Cottage Courts) for a residential neighborhood with 44 dwelling units (18 single family, 13 two-family).
- On September 27, 2010 the Planning Commission approved an extension of the development (ADM 10-3666). The PZD expired on January 21, 2011. The property is currently without zoning or development rights.

Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped	RSF-4, Residential Single-Family, 4 units per acre
South	Single-Family Residential	RMF-24, Residential Multi-Family, 24 units per acre
East	Undeveloped /Single-Family Residential	RMF-24, Residential Multi-Family, 24 units per acre
West	Undeveloped /Multi-Family Residential	RMF-24, Residential Multi-Family, 24 units per acre

Request: The request is to rezone the property from RPZD, Residential Planned Zoning District to RMF-24, Residential Multi-Family/24 units per acre. The applicant plans to develop the property with single-family homes on existing lots.

Public Comment: Staff has not received any public comment.

INFRASTRUCTURE:

Streets: The subject parcels have access to Maine Street and Cross Avenue. These are both unimproved narrow paved streets with open ditches. Any required improvements of these streets will be determined at time of development.

Water: Adequate public water is NOT accessible to the subject parcels. A 24" transmission waterline exists along the western edge of the northernmost parcels and is inaccessible for service taps. A 1" water main exists on the south side of Maine Street and likely does not have capacity to provide adequate domestic flows for any development, this must be determined by the Water Department.

Sewer: Sanitary sewer is available to the three southernmost subject parcels. A 6" sewer main exists in Maine Street. Sewer is NOT available to the northernmost parcels and would need to be extended to these parcels at time of development.

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. This parcel does not contain any protected streams per the Streamside Protection map. The subject parcels are located within the HHOD/15% slope overlay areas.

Fire: This development will be protected by Engine 2 located at 708 N Garland. It is 1 mile from the station with an anticipated response time of 4 minutes to the beginning of the development. The Fire Department anticipates 11 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 does not feel this development will affect our calls for service or response times.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN:

*City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area**. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family.*

City Neighborhood Areas encourage complete, compact, and connected neighborhoods and are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

DISCUSSION:

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends approval of **RZN 14-4983** based on the findings discussed herein, that the rezoning is compatible with existing and anticipated uses in the surrounding area and is consistent with the Future Land Use Plan.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 26, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
MOTION #1: To deny the request for RMF-24, Residential Multi-family 24 units/acre.			
Motion by: Cook Seconded by: SELBY Vote: 7-2-0, Noble and Chesser voted "NO"			
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>February 17, 2015</u>	☐ Approved	☐ Denied	
MOTION #2: To forward with recommendation that the property be rezoned to RSF-8, Residential Single-family, 8 units / acre.			
Motion by: Cook Seconded by: Autry Vote: 7-2-0, Noble and Chesser voted "NO"			

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: **Surrounding Land Use Compatibility:** In staff's opinion, this property is compatible with surrounding uses to the north and south. The property to the north is undeveloped hillside in the RSF-4 zone, while properties to the south, east, and west are all within the RMF-24 zone and developed with a mix of single and multi-family residential units.

Land Use Plan Analysis: *City Plan 2030 Future Land Use Plan designates this site as **City Neighborhood Area**. This designation supports the widest spectrum of uses and encourages density in all housing types. Development patterns allowed under the proposed RMF-24 zoning district are generally compatible with this designation. Property to the north and east is currently undeveloped hillside and the Future Land Use Map designates this area as Residential Neighborhood Area.*

In staff's opinion, the proposed RMF-24 zoning is the most appropriate zoning in this location due to the large area of RMF-24 zoning surrounding it as well as the proximity to the UARK campus. RMF-24 was the zoning district that was in effect on the property before the R-PZD was approved.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: In staff's opinion, the requested RMF-24 zoning district is justified as this time, as the property is currently within an expired Planned Zoning Development (PZD) and effectively has neither zoning nor development rights attached to it.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property RMF-24 could increase traffic danger or congestion over existing in this location. The site is located on the corner of two unimproved streets, narrow and without curb, gutter, and only limited sidewalk. Any development on this site could cause traffic problems without adequate improvements.

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 PZD to RMF-24 will increase the potential population density, but is unlikely to undesirably increase the load on public services. The Police Department expressed no objections to the proposal. The Fire Department does not feel that this zoning will negatively affect service times to area.

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 section 161.14
- Markham Hill Cottages R-PZD Master Plan
- Fayetteville Fire Department comments
- Request Letter
- City Plan 2030 – Future Land Use Plan map
- Current Land Use Map
- Close Up Map
- One Mile Map

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
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 Maximum	Height	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)



subject property

RZN14-4938
West End
Addition

RZN14-4938
West End
Addition



Bates & Associates, Inc.

Civil Engineering & Surveying

91 W. Colt Square Dr. Suite 3 / Fayetteville, AR 72703

PH: 479-442-9350 * FAX: 479-521-9350

December 17, 2014

To: Fayetteville Planning Office, Planning Commission and City Council
113 West Mountain Street
Fayetteville, AR 72701

Re: Rezoning Request: Lots 14-18 & 28-39 of Block 1, West End Addition

To Whom It May Concern:

These lots have previously been rezoned to an R-PZD, but the PZD has expired, so Andrew Henson with RPH Real Estate is requesting the property be rezoned to RMF-24. Below, the items necessary on the letter required of a request for rezoning are addressed:

- a. The current owner of the properties is Homestead CB, LLC and their intention is to sell this property to RPH Real Estate, Andrew Henson. A contract showing the requirement to rezone prior to selling is included.
- b. The reason for the rezone request is the PZD has expired and the property needs to be rezoned in order for it to be developed.
- c. To the south, east and west is RMF-24, including all other properties within this Block 1 of the West End Addition. Mr. Henson's intention is, like the surrounding land uses, to build a mixture of single family and multi-family homes.
- d. There is 6" VCP sewer pipe flowing east down W. Maine. St. just to the south of the proposed rezoning. A 1" galvanized water line runs along W. Maine street and is connected to a 2" line that connects across to W. Stone Street to a 24" DIPW.
- e. Future land use as set out by the City of Fayetteville shows this area as a City Neighborhood area. Rezoning this to a higher density will create additional housing in an already platted and used neighborhood with infrastructure. It is close enough to the University of Arkansas for walking to campus, games and other recreational facilities. As mentioned above, the surrounding land uses and zoning are also consistent with the requested zoning.
- f. With the PZD zoning for this property expired, nothing can be done with it until it's been rezoned.
- g. The units will be consistent with the other housing types in the area. There is little traffic in this location, since it's the furthest block in this addition with a small amount of multi-family housing to the west. The existing streets should easily be able to handle additional volume of traffic given the small amount of existing traffic.
- h. This property was already platted for 17 single family homes and was zoned RMF-24 prior to its PZD zoning, so from the original zoning it would not increase the load. This rezoning, however, from the aforementioned PZD zoning will increase the load on public services.
- i. The existing PZD for this property has expired. It is unusable without a rezoning.

Please see attached pages for more information and give us a call if you need additional information.

Thank You,

Evan Niehues
Bates & Associates

MARKHAM HILL COTTAGE COURTS

A Homestead Homes, LLC Development



MARKHAM HILL COTTAGE COURTS --- CONCEPTUAL SITE PLAN
HOMESTEAD FINE HOMES

ROBERT SHARP ARCHITECT, INC.



Project Representatives:

REGISTERED	
ROBERT SHARP, ARCHITECT, INC.	
525 SOUTH SCHOOL AVE	STE 220
FAYETTEVILLE	AR 72701
PHONE: 479-442-0229	
FAX: 479-442-8721	
	
R S A	

Robert Sharp Architect, Inc.
525 South School Avenue
Fayetteville, AR 72701

Community by Design, LLC
311 West Spring Street
Fayetteville, AR 72701

**CITY COUNCIL
APPROVED**

DATE: 07.21.15 JP

d. Proposed development phasing and time frame: The project will begin construction of streets and infrastructure within one year of PZD approval. Construction will be completed over a one to five year timeline, depending on sales of the cottages and the financial goals of the developer. Building permits for all cottages in this development will be obtained within five years from PZD approval.

e. Proposed Planning Areas: The entire project will take place in a single phase and will not necessitate separate planning areas.

f. Proposed Zoning and Development Standards:

(A) Permitted uses by Use Unit:

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 8	Single-family dwelling
Unit 9	Two-family dwelling

(B) Conditional uses by Use Unit

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations

(C) Land Use Density and/or Intensity

Total Acreage: 2.98

Number of Dwelling Units: 44

Density: 14.76 units/acre

Units per acre	14.76
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(D) Bulk and area regulations

(1) Lot Width Minimum:

21 feet

(2) Lot Area Minimum:

588 sq ft

(3) Land Area per Dwelling Unit:

Cottage Houses:	800 s.f.
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(E) Setback requirements

Front	0 ft
Side	minimum building separation in accordance with applicable building and fire codes.
Perimeter Side, and Rear Property Lines	5 ft

(F) Height Regulations. --

Structures may not exceed 45 feet, as required by Fayetteville HHOD

(G) Building Area .

None

Landscaping: In accordance with City of Fayetteville Unified Development Code and City of Fayetteville Landscape Manual. Landscaping above and beyond the UDC will be provided as indicated on the Landscape Plan.

Parking: In accordance with City of Fayetteville Unified Development Code. 93 parking stalls including private garages and on-street stalls.

Architectural Design Standards: The buildings will be consistent in appearance with the concepts presented in the preliminary elevation drawings included in the PZD booklet.

Signage: All signage on the property will comply with City of Fayetteville sign ordinance.

g. Chart comparing proposed master development plan to current zoning district requirements:

No environmentally hazardous, sensitive, or natural resource areas exist on the site. No natural or manmade hazards exist on site.

**MARKHAM HILL COTTAGE COURTS
PROPOSED ZONING AND
DEVELOPMENT STANDARDS**

**RMF-24
Residential Multi-Family
24 Units Per Acre**

(A) Permitted uses by Use Unit:

Unit 1	City-wide uses by right	Unit 1	City wide uses by right
Unit 3	Public protection and utility facilities		
Unit 8	Single-family dwelling	Unit 8	Single-family dwelling
Unit 9	Two-family dwelling	Unit 9	Two-family dwelling
		Unit 10	Three-family dwelling
		Unit 26	Multi-family dwelling

(B) Conditional uses by Use Unit

Unit 2	City-wide uses by conditional use permit	Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities	Unit 3	Public protection and utility facilities
Unit 24	Home occupations	Unit 4	Cultural and recreational facilities
		Unit 11	Manufactured home park
		Unit 25	Professional Offices
		Unit 24	Home Occupations
		Unit 36	Wireless communications facilities

(D) Land Use Density and/or Intensity**Total Acreage:** 2.98**Number of Dwelling Units:** 44**Density:** 14.76 units/acre

Units per acre	14.76	Units per acre	4 to 24
----------------	-------	----------------	---------

(D) Bulk and area regulations**(1) Lot Width Minimum:**

21 feet	Manufactured home park	100'
	Lot within a Manufactured home park	50'
	Single-Family	60'
	Two-family	60'
	Three or more	90'
	Professional offices	100'

(2) Lot Area Minimum:

588 sq ft	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	7,000 sq. ft.
	Three or more	9,000 sq. ft.

(3) Land Area per Dwelling Unit:

Cottage Houses:	800 s.f.	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./ resident

(E) Setback requirements

Front	0 ft	Front	25 ft
Side	minimum building separation in accordance with applicable building and fire codes	Side	8 ft
Perimeter Side, and Rear Property Lines	5 ft	Rear, from center line of a public alley	25 ft

(F) Height Regulations. --

Structures may not exceed 45 feet, as required by Fayetteville HHOD	Any building which exceeds the height of 20 feet shall be set back from any side boundary line an additional distance of one foot for each foot of height in excess of 20 feet.
---	---

(G) Building Area .

None	None
------	------

- h. Description of Recreational Facilities:** The site design features community outdoor spaces including a garden area with raised beds and terraces, shade garden, Bocce ball court, and children's play area all connected by footpaths and sidewalks. An alley connection with bicycle "sharerow" markings will be constructed along the Sang Avenue right-of-way on the property west boundary. This will connect to an on-street linkage along the proposed Sutherland Lane to Hotz Park as well as to Ramay Junior High School outdoor facilities. The Fayetteville Parks Board has approved a fee in lieu of land dedication.
- i. Reason for requesting zoning change:** The lot size and setback requirements of the current RMF-24 zoning do not permit the clustered placement of the cottages. The clustering strategy allows the buildings to work with existing valuable trees and topography, provides variety and encourages community interaction.
- j. Statement of how the development will relate to existing and surrounding properties:** The design of the homes in Markham Hill Cottage Courts will be consistent with the nearby homes of the University Heights Neighborhood in terms of scale of architectural detail and site treatment. The design focuses on creating useful and beautiful interstitial spaces between clusters of homes and preserving the natural character of the land. Though the homes will typically have slightly smaller footprints and more verticality, the intent is that they are based upon and compatible with high-quality traditional home detailing and articulation for the area.
- k. Statement of the project's compliance with the Fayetteville City Plan 2025:** The project lies within a Residential Neighborhood Area as designated by the City Plan 2025 Future Land Use Plan. Its adjacency to the University of Arkansas, Ramay Junior High School, and 6th street, make it an appropriate spot for residential development in terms of the goals of the City of Fayetteville 2025 Comprehensive Plan Goal 1, to make appropriate infill and revitalization top priorities. The land lies on the "downtown" side of I-540, facilitating pedestrian and sustainable transportation options for the residents and illustrating the preferable alternative to disconnected sprawl development, thereby addressing 2025 Goal 2, to discourage suburban sprawl. Its contribution of an alley connection and on-street connection to the City's Hotz Park will afford residents the opportunity to use the components of Fayetteville's rapidly growing Green Network and help achieve Goals 4 and 5, to grow a livable transportation network and an enduring green network for Fayetteville. The homes will be attainably priced while still exemplifying high-quality, durable and attractive design and material characteristics, addressing 2025 Plan Goal 6, to create attainable housing.



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

To: Quin Thompson, Bates and Associates
From: Will Beeks Assistant Fire Marshal
Date: December 31, 2014
Re: RZN 14-4938

This development will be protected by Engine 2 located at 708 N Garland.

It is 1 mile from the station with an anticipated response time of 4 minutes to the beginning of the development.

The Fire Department anticipates 11 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 does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

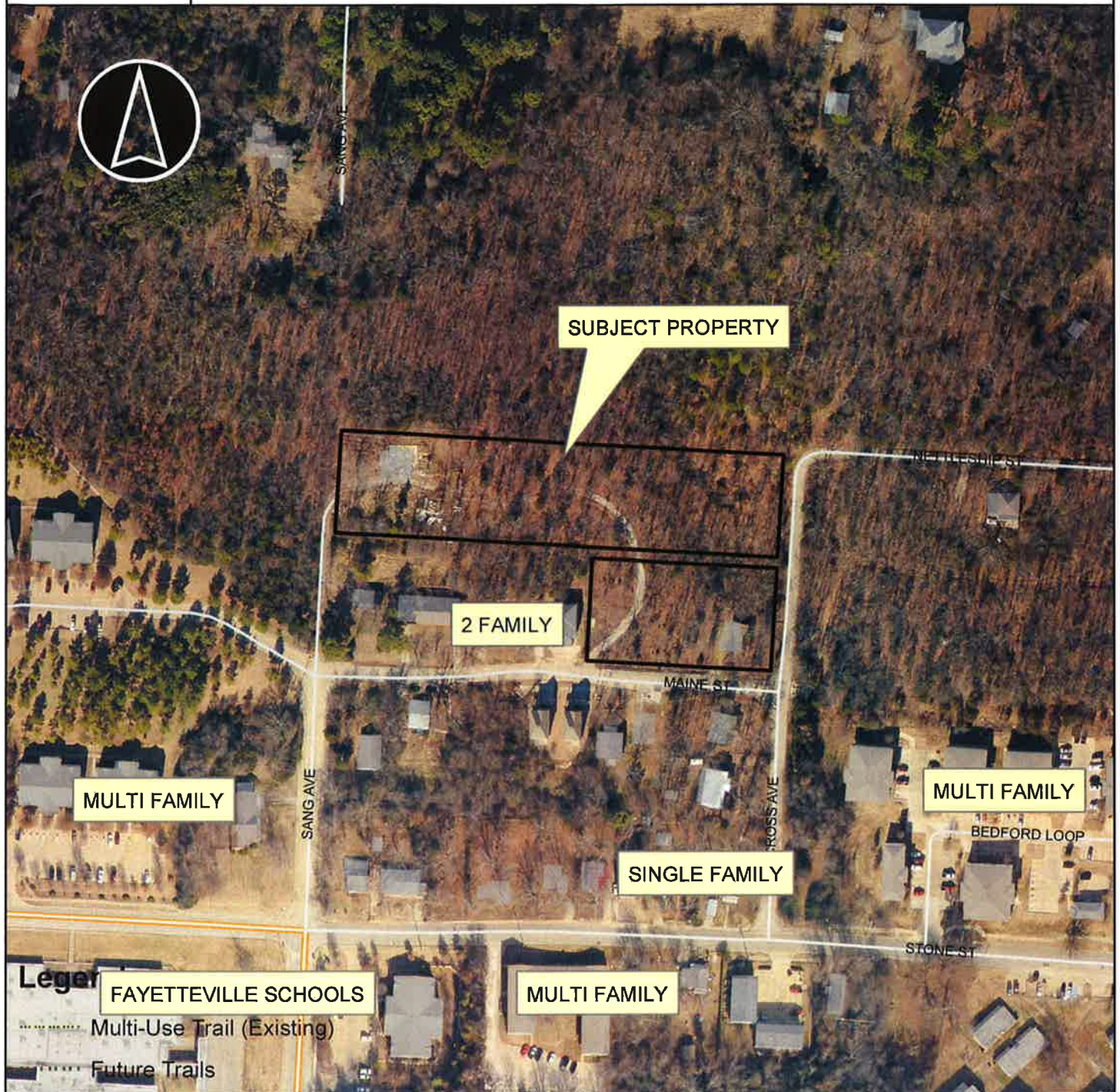
Captain William Beeks
Fayetteville Fire Department

Honor, Commitment, Courage;
Our people make the difference!

RZN14-4938

Current Land Use

WEST END ADDITION



Legend

FAYETTEVILLE SCHOOLS

Multi-Use Trail (Existing)

Future Trails

Overview

RZN14-4938

Fayetteville City Limits

Fayetteville City Limits

Footprints 2010

Footprints 2010

Design Overlay District

Design Overlay District

Design Overlay District

Design Overlay District

Planning Area

Planning Area

0 75 150 300 450 600 Feet

Planning Commission
January 26, 2015

Agenda Item 9
14-4938 West End Addition
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RZN14-4938

Close Up View

WEST END ADDITION



RSF-4

SANG AVE

SUBJECT PROPERTY

RPZD

NETTLESHIP ST

RMF-24

MAINE ST

SANG AVE

CROSS AVE

BEDFORD LOOP

STONE ST

Legend

..... Multi-Use Trail (Existing)

..... Future Trails^{P-1}

 RZN14-4938

 Fayetteville City Limits

 Footprints 2010

 Hillside-Hilltop Overlay District

 Design Overlay District

 Design Overlay District

 Planning Area



Planning Commission
January 26, 2015

Agenda Item 9
14-4938 West End Addition
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RZN14-4938

WEST END ADDITION

Future Land Use



SANG AVE

SUBJECT PROPERTY

NETTLESHIP ST

MAINE ST

BEDFORD LOOP

STONE ST

Legend

Multi-Use Trail (Existing)

Future Trails

RZN14-4938

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



Planning Commission
January 26, 2015

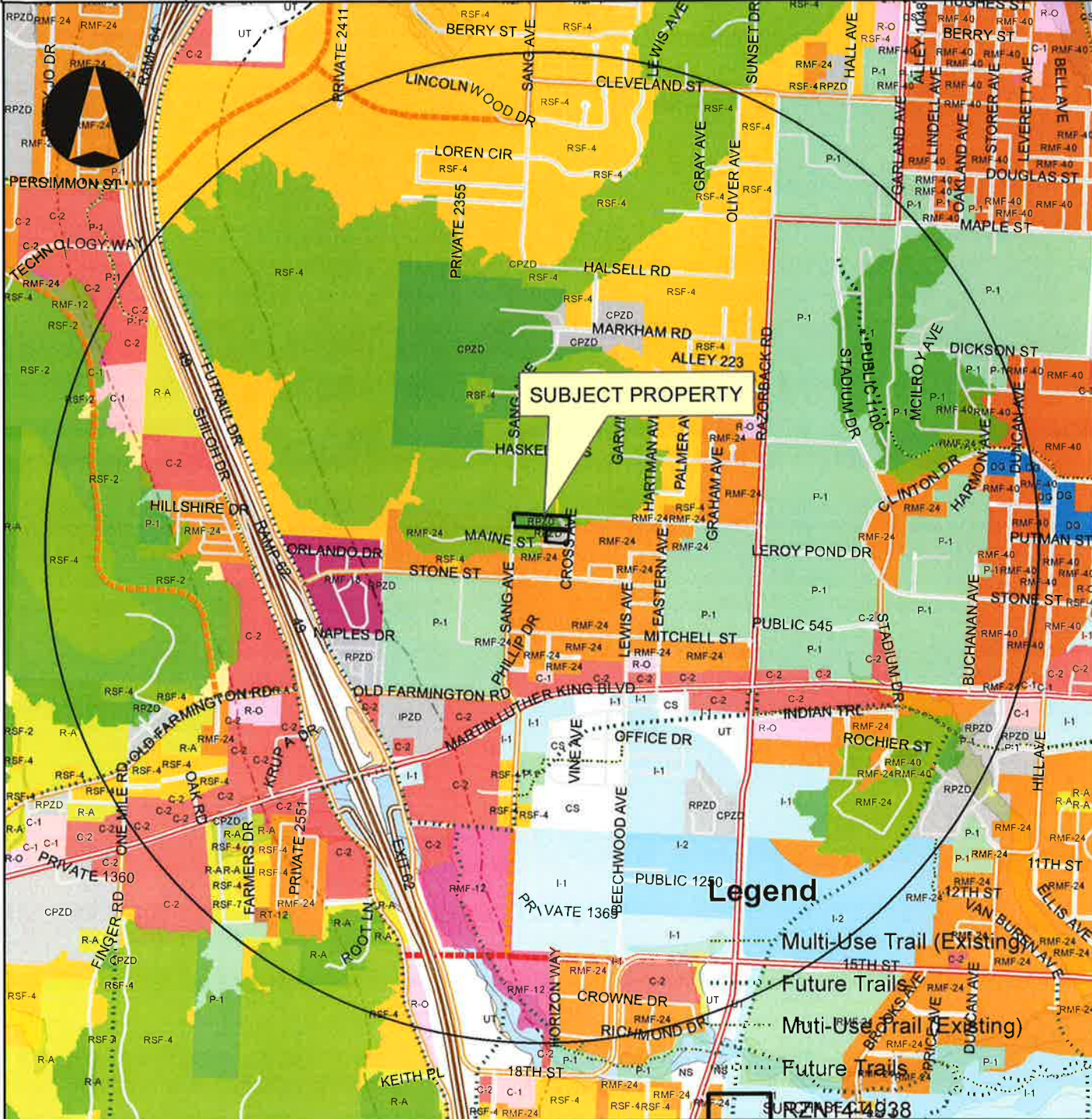
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14-4938 West End Addition
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RZN14-4938

One Mile View

RZN14-4938	WEST END ADDITION
One Mile View	

DD70



Overview



Legend

Subject Property

Boundary

0 0.25 0.5 1 M

Hills
Desi
Plan
Faye

Legend

Subject Property

Boundary

0 0.25 0.5 1 M

Hills
Desi
Plan
Faye

Legend

Subject Property

Boundary

0 0.25 0.5 1 M

Hills
Desi
Plan
Faye

Legend

Subject Property

Boundary

0 0.25 0.5 1 M

Hills
Desi
Plan
Faye

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 January 26, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 January 26, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 January 26, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 January 26, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 January 26, 2015

Planning Commission
January 26, 2015

Agenda Item 9
14-4938 West End Addition
Page 20 of 20

EXHIBIT 'A'
14-4938

RZN14-4938

Close Up View

WEST END ADDITION



RSF-4

SANG AVE

SUBJECT PROPERTY

RPZD

RMF-24

MAINE ST

NETTLESHIP ST

BEDFORD LOOP

STONE ST

Legend

Multi-Use Trail (Existing)

P-1
Future Trails

RZN14-4938

Overview Fayetteville City Limits

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

Planning Area

0 75 150 300 450 600 Feet

EXHIBIT 'B'
14-4938

Lots 14, 15, 16, 17, 18, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, Block 1, West End Addition, to the City of Fayetteville, Arkansas, as shown on plat of record in plat book 5, at page 75, plat records of Washington County, Arkansas.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4938, FOR APPROXIMATELY 2.5 ACRES, LOCATED AT NORTHWEST CORNER OF CROSS & MAINE STREETS FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT MARKHAM HILL COTTAGES (R-PZD 09-3237), TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 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 an expired R-PZD, Residential Planned Zoning District Markham Hill Cottages (R-PZD 09-3237), to RSF-8, Residential Single Family, 8 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

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

Text File

File Number: 2015-0056

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: B.3

GULLEY PARK TWO SINGLE FAMILY LOT SELL:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO OFFER FOR SALE APPROXIMATELY 1.25 ACRES OF CITY OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK

WHEREAS, pursuant to §34.27 of the Code of Fayetteville, the City Council shall issue notice of its authorization to sell city owned real estate by Resolution.

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 gives notice and authorization to offer for sale approximately 1.25 acres as described in Exhibit A on Old Wire Road near Gulley Park.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the appraisal dated July 18, 2014, a copy of which is attached to this Resolution and made a part hereof, which estimates the value of the real property located at 2634 Old Wire Road as \$111,500.00 and the value of the real property located at 2648 Old Wire Road as \$218,500.00 and determines that no new appraisal or rezoning of the property is necessary.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby determines that this 1.25 acres of real property and the structures located on the property no longer serve a municipal purpose in that proceeds from the sale of this property will contribute more to the expansion of and improvements to city parks than if the City were to retain the land and structures themselves.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to offer for sale the properties located at 2634 Old Wire Road and 2648 Old Wire Road through a sealed bid process with bids submitted by April 20, 2015, before 2.00 p.m. local time at the City of Fayetteville Purchasing Division office located at 113 W. Mountain Street, Room 306, Fayetteville, AR 72701.

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby sets the minimum bid for 2634 Old Wire Road at \$111,500.00 and for 2648 Old Wire Road at \$218,500.00 based on their appraised values and the City Council shall determine whether to accept or reject any bid that has been submitted.

City of Fayetteville Staff Review Form

2015-0056

Legistar File ID

2/17/2015

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

Connie Edmonston

1/29/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval to sell two single family lots with existing houses situated on 1.20± acres in Gulley Park according to City Ordinance §34.27 – Sale of Municipally Owned Real Property and keep the current zoning of RSF-4, as well as accept the appraisal report for the lots performed by Reed and Associates, Inc. on July 10, 2014.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 157-14

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 17, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: January 30, 2015

SUBJECT: Approval to sell two single family lots in Gulley Park

RECOMMENDATION:

Approval to sell two single family lots with existing houses situated on 1.20± acres in Gulley Park according to City Ordinance §34.27 – Sale of Municipally Owned Real Property and keep the current zoning of RSF-4, as well as accept the appraisal report for the lots performed by Reed and Associates, Inc. on July 10, 2014.

BACKGROUND:

Gulley Park was purchased by the City of Fayetteville in 1988 from the Fred Gulley family in order to establish a 28-acre community park in the northeast section of our city. Gulley Park has grown to be a very popular park and serves as host to the famous Gulley Park Summer Concert Series for the upcoming 19th consecutive year and other annual events including the Dogwood Walk, Cow Paddy Run and our own drama camp. Gulley Park's walking trail, playgrounds, swings, pavilion, gazebo and open space are actively and highly used by the public, and it is one of the few parks that still retains a somewhat pastoral atmosphere due to the nature of the land and open, non-programmed usable green space.

In the spring of 2014, the Dunn family, who owned the adjoining acreage to the north of Gulley Park, contacted the Parks and Recreation Department to notify the city of their intent to sell their 11+ acres including a pasture and two existing residential houses. Our citizens became zealous over the opportunity to expand Gulley Park to the north where they had enjoyed the Dunn's beautiful green pasture with grazing donkeys and wanted to preserve this green space as part of the park. Quickly the Friends of Gulley Park formed and took on the campaign for expanding the park and assisted the city in seizing this premium piece of property. The Parks and Recreation Department had to be very creative to develop a plan to be able to purchase this property. Through the help of citizens including Friends of Gulley Park and the Fayetteville Natural Heritage Association, as well as a thorough review of the capital funds and projects, a proposal for purchase was created. On August 19, 2014, the Fayetteville City Council passed Resolution #157-14 approving the purchase of 11.32 acres for expansion of the park at a cost of \$1.1 million. The Fayetteville Natural Heritage Association (FNHA) committed to raise \$130,000 of the \$1.1 million total land purchase in their effort to "preserve beautiful and important natural areas and park land."

DISCUSSION:

The August 19, 2014 agenda packet informed the City Council about the anticipation of selling the two lots and existing homes. The 2015 capital project to renovate the Gulley Park trail and trail lighting and add parking to the park was delayed until the next five year CIP plan in order to fund this purchase. In addition, funding for the 2016 capital project for improvements at Wilson Park was used to pay the 2016 payment of the land through the contract agreement. The memo stated, “..The revenue from the sale of these houses will go towards the second payment of \$270,000 in 2016 and will help replenish the funding planned for the improvements to Wilson Park.”

The 11.32-acre expansion minus the 1.20 acres included in the two lots would leave Gulley Park containing approximately 38 acres. The additional 10.12 acres is a natural expansion of what the city currently provides and will preserve the pastoral setting to which people appear to flock. It is the opinion of staff that the revenue from the sale of the lots is more important and advantageous to our citizens to be used for improvements to Wilson Park than to keep the 1.20 acres as part of Gulley Park. Parks and Recreation staff strives to meet the needs of our citizens through as many parks as possible. Wilson Park is one of our city's oldest parks and it is in need of improvement to the playground, restrooms, rock house, basketball courts and driveways. Wilson Park improvements cannot be overlooked as a priority for 2016 as a result of the sale of the two homes in Gulley Park.

BUDGET/STAFF IMPACT:

The two homes containing 1.20 acres were appraised at \$111,500 and \$218,500, for a total of \$330,000, by Reed and Associates, Inc. in their report on July 10, 2014. The city requests to sell the two homes and place all net proceeds up to \$270,000 from the sale of these houses back into the Wilson Park capital improvement fund, and place all net proceeds exceeding \$270,000 into the Gulley Park Capital Improvement Fund.

A public meeting will be held at some point in the future to determine the citizens' desires for development of the approximately 10.12-acre addition to Gulley Park. A master plan will be developed and presented to the public and the Parks and Recreation Advisory Board for approval.

Attachments:

City Ordinance §34.27 – Sale of Municipally Owned Real Property

Reed and Associates, Inc. appraisal dated July 10, 2014

Resolution 157-14

August 19, 2014 City Council Agenda Memo

Property Survey dated October 14, 2014

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

site, adjustments as determined by site operating personnel, will be made to the base price for quantity purchases; according to the type of bale purchased; and the relative quality of the harvested hay; and for damage the hay may have received during the harvest.

(D) In regard to the marketing and sale of dried biosolids produced by the City of Fayetteville Wastewater Utility:

- (1) Bulk quantities of dried biosolids (defined as amounts greater than 500 pounds not in a bag or other container) shall be advertised for sale as an organic based fertilizer product at a pre-determined base price twice each year, normally on or about March 1st and September 1st of a given year. Bulk quantities, if available, shall be pre-committed for each marketing period on a first call, first commit basis, up to 60% of the projected available amount. Any remaining amount shall be marketed during the marketing period at the same base price on a first call, first commit basis.
 - (2) A base or standard price for bulk quantities of dried biosolids shall be established for each marketing period based on the best information available from fair market value of similar products or from the cooperative extension service. Adjustments as determined by operating personnel may be made based on current costs of production; method of delivery; quality of product available; quantities purchased; or other market-driven conditions.
 - (3) Quantities of dried biosolids less than 500 pounds and placed in a bag or other container may be made available to the public via various reputable retail outlets at any given time, according to reasonable terms and conditions as approved by the City Purchasing Manager. The price charged for less than bulk quantities may be adjusted by operating personnel based on current costs of production; method of delivery; quality of product available; quantities purchased; or other market-driven conditions.
- (E) The City Council may waive the requirements for public auction or formal competitive bids for sales of personal property in exceptional situations where such procedures are deemed not feasible

nor practical.

(Code 1965, §2-69; Ord. No. 1215, 9-14-59; Ord. No. 1827, 10-4-71; Ord. No. 2006, 5-7-74; Ord. No. 3545, 4-16-91; Code 1991, §34.25; Ord. 4553, 04-06-04; Ord. 4723, 7-19-05; Ord. 5440, 9-20-11)

34.26 Limited Authority of City Employee To Provide Services To The City

An employee of the city shall be permitted to furnish services as an independent contractor to the City only if:

- (A) The employee fully discloses his or her direct or indirect financial interest in any contract or service agreement to the City Council and such services are approved by City Council Resolution;
- (B) No favoritism is allowed to the city employee over other possible service providers;
- (C) Such services are not of the same type as performed by the city employee in his or her regular city job, nor are services for the department wherein the employee works;
- (D) The employee's immediate supervisor specifically approves such extension of employee service and ensures it will not adversely affect the employee's regular city employment duties;
- (E) City employees who are not within the Parks and Recreation Department are specifically allowed to work as independent contractors as scorekeepers, referees and umpires for the Fayetteville Parks and Recreation Department without the need for a City Council Resolution.

(Code 1965, §2-70; Ord. No. 3013, 6-5-84; Code 1991, §34.26; Ord. 5351, 9-7-10)

State law reference(s)--Purchase, lease and sale authorized, A.C.A. §14-42-107.

34.27 Sale Of Municipally Owned Real Property

- (A) The City may sell real property only after the City Council has passed a Resolution expressly authorizing such sale. The City Council shall determine whether the property should be rezoned or appraised prior to its sale.
- (B) Such City Council Resolution shall contain a specific finding by the City Council that the subject real property is no longer needed for

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

municipal purposes.

(C) Public Notice, that the City Council is considering the sale of the real property at the City Council Meeting with the appropriate date and time of the meeting and which shall include the property's address, acreage, improvements and potential purchase price, shall be given not less than fifteen (15) days before the City Council may consider a Resolution to approve a sale of City real property (except rights of way or easements for public utilities) by all of the following means:

- (1) First class mail to all adjacent property owners;
- (2) Prominently displayed signs on the property; and
- (3) Publication in a newspaper of general circulation in the City.

(D) The City may exchange real and personal property with other cities or Washington County only after authorization by ordinance passed by the City Council. The City Council through such ordinance may place limits on the uses that will be allowed of such property as part of the exchange of property agreement.

(Ord. 4358, 1-2-02; Ord. 4380, §1, (Ex. A), 3-19-02; Ord. No. 4651, 12-07-04; Ord. 4752, 9-06-05; Ord. 5465, 12-6-11; Ord. 5497 05-01-12)

State law reference(s)--Purchase, lease and sale authorized, A.C.A. §14-54-302; Bidding process, A.C.A. §14-54-402.

34.28 Purchase By Reverse Internet Auction

- (A) Bidders shall be provided instructions and individually secured passwords for access to the reverse Internet auction by either the City, or reverse Internet auction vendor;
- (B) The bidding process shall be timed, and the time shall be part of the reverse Internet auction specifications;
- (C) The reverse Internet auction shall be held at a specific date and time;
- (D) The reverse Internet auction and bidding process shall be interactive with each bidder able to make multiple bids during

the allotted time;

(E) Each bidder shall be continually signaled his or her relative position in the bidding process;

(F) Bidders shall remain anonymous and shall not have access to other bidders or bids; and

(G) The City Council shall have access to real-time data including all bids and bid amounts.

(H) The City is authorized to pay a reasonable fee to the reverse Internet auction vendor.

- (1) The fee may be included as part of the bids received during the reverse Internet auction and paid by the winning bidder or paid separately by the City.

(a) The City Council retains the right to:

- (i) Refuse all bids made during the reverse Internet auction; and

- (ii) Begin the reverse Internet auction process anew if the City Council determines it is in the best interest of the city or town.

(Ord. 4724, 7-19-05)

34.29-34.99 Reserved

APPRAISAL REPORT ON

THE “GULLEY PARK EXPANSION” PROPERTY;

TWO SINGLE-FAMILY RESIDENTIAL DWELLINGS
SITUATED ON 1.25± ACRES, AND 9.7± ACRES OF
EXCESS LAND; LOCATED ALONG THE SOUTHEAST
SIDE OF NORTH OLD WIRE ROAD, SOUTHWEST OF
NORTH OLD MISSOURI ROAD, IN FAYETTEVILLE,
ARKANSAS; WASHINGTON COUNTY

FOR

CITY OF FAYETTEVILLE
PARKS & RECREATION DEPARTMENT
FAYETTEVILLE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 220
FAYETTEVILLE, ARKANSAS

Appraisal No. 5301

AS OF

JULY 10, 2014

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 220, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

Tom Reed, MAI • Brian Kenworthy • Barbara Rhoads • Shannon Mueller • Katie Hampton

July 18, 2014

City of Fayetteville
Attn: Ms. Connie Edmonston
Director of Parks & Recreation
1455 South Happy Hollow Rd
Fayetteville, Arkansas 72701

RE: Appraisal Report on the “Gulley Park Expansion” property; two single-family residential dwellings situated on 1.25± acres (ACS), and approximately 9.7± ACS of excess land; located along the southeast side of North Old Wire Road, southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County.

Dear Ms. Edmonston:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following written real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report has been prepared under the Appraisal Report option.

Based upon an analysis of relevant data and contingent upon the Assumptions and Limiting Conditions which follow and appear later in this report, it is my opinion the market value of the **fee simple estate** of the subject property, as of July 10, 2014, was:

**NINE HUNDRED SEVENTY THOUSAND DOLLARS
(\$970,000)**

The preceding value reflects terms equivalent to cash to the owner, and represents that for real property only. No personal property has been included in this valuation assignment.

The preceding value estimate is based upon the following Extraordinary Assumptions:

1. That the subject and adjacent properties are in compliance with all applicable EPA regulations;
2. That the subject excess acreage does not need a second point of ingress/egress;
3. That the subject dwellings are structurally sound, and are not adversely affected by the presence of mold or other environmental issues;
4. That the plumbing, electrical, and HVAC systems in the subject dwellings are in proper working order; and,
5. That the subject land and dwelling sizes are approximately as indicated.

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

The reader is referred to additional Assumptions and Limiting Conditions appearing in the Introduction Section of this report.

The estimated exposure time for the subject property is one± year or less. This was determined from an analysis of market conditions and comparable sales.

At the request of the client, the contributory value of each of the subject parts to the market value of the subject whole property is broken down as follows:

2634 Old Wire Rd. Homesite (0.50± AC)	= \$111,500
2648 Old Wire Rd. Homesite (0.75± AC)	= \$218,500
9.7± ACS of Excess Land	= \$640,000

Sincerely,



Brian J. Kenworthy, CG3496
REED & ASSOCIATES, INC.



PART I - INTRODUCTION

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SUBJECT PHOTOGRAPHS



*Red lines represent approximate boundaries of the subject whole property.

AERIAL PHOTOGRAPH



NORTHWESTERN AND SOUTHWESTERN ELEVATIONS OF 2648 OLD WIRE ROAD LOOKING
NORTHERLY



SOUTHWESTERN ELEVATION OF 2648 OLD WIRE ROAD LOOKING NORTHEASTERLY



NORTHWESTERN AND SOUTHWESTERN ELEVATIONS OF 2648 OLD WIRE ROAD LOOKING SOUTHWESTERLY



SOUTHEASTERN ELEVATION OF 2648 OLD WIRE ROAD LOOKING NORTHWESTERLY



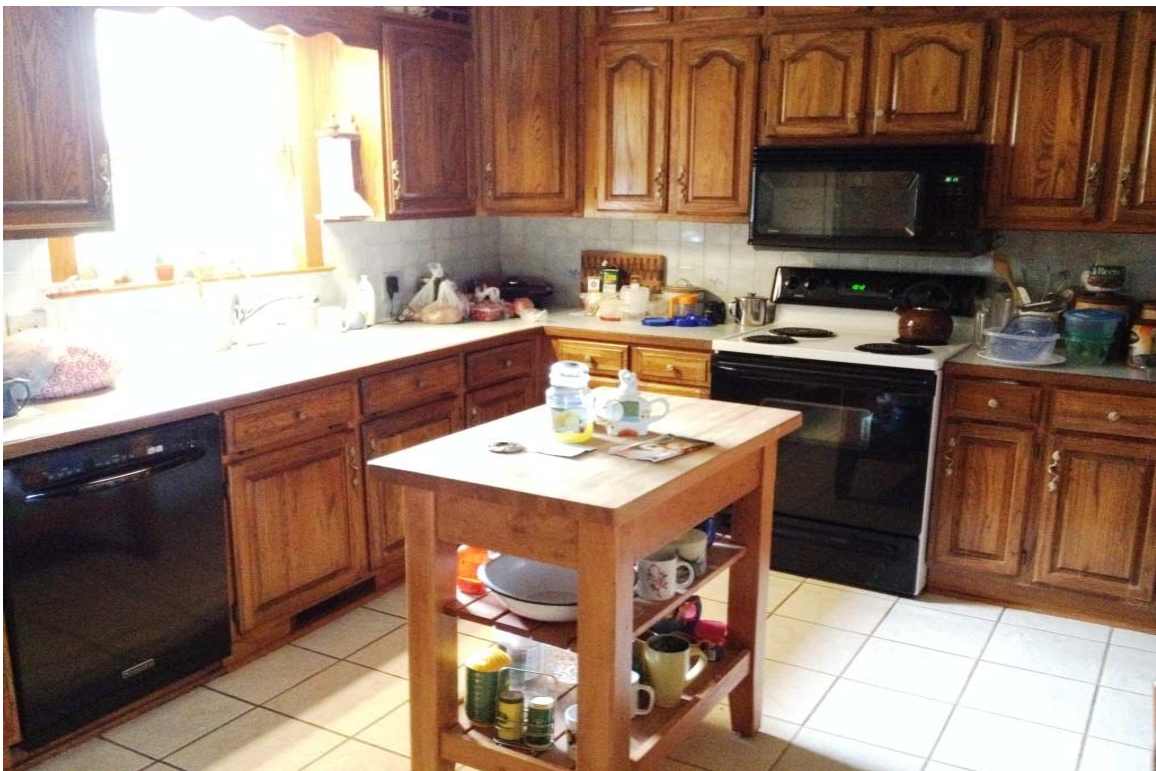
LIVING ROOM IN 2648 OLD WIRE ROAD



BEDROOM IN 2648 OLD WIRE ROAD



BEDROOM IN 2648 OLD WIRE ROAD



KITCHEN IN 2648 OLD WIRE ROAD



DEN IN 2648 OLD WIRE ROAD



ENCLOSED PORCH IN 2648 OLD WIRE ROAD



LAUNDRY ROOM IN 2648 OLD WIRE ROAD



GARAGE AT 2648 OLD WIRE ROAD



NORTHWESTERN AND SOUTHWESTERN ELEVATIONS OF SHOP BUILDING LOOKING NORTHERLY



NORTHWESTERN ELEVATION OF SHOP BUILDING LOOKING SOUTHEASTERLY



INTERIOR VIEW OF SHOP BUILDING AT 2648 OLD WIRE ROAD



VIEW OF SHED AT 2648 OLD WIRE ROAD



VIEW OF SHED AT 2648 OLD WIRE ROAD



GARDEN AREA AT 2648 OLD WIRE ROAD



NORTHWESTERN ELEVATION OF 2634 OLD WIRE ROAD LOOKING SOUTHERLY



NORTHEASTERN ELEVATION OF 2634 OLD WIRE ROAD LOOKING SOUTHWESTERLY



SOUTHWESTERN ELEVATION OF 2634 OLD WIRE ROAD LOOKING EASTERLY



LIVING ROOM IN 2634 OLD WIRE ROAD



KITCHEN IN 2634 OLD WIRE ROAD



BEDROOM IN 2634 OLD WIRE ROAD



BEDROOM IN 2634 OLD WIRE ROAD



STREET SCENE LOOKING SOUTHWESTERLY ALONG NORTH OLD WIRE ROAD



STREET SCENE LOOKING NORTHEASTERLY ALONG NORTH OLD WIRE ROAD



VIEW OF EXCESS ACREAGE LOOKING SOUTHWESTERLY FROM THE HOMESITES



VIEW OF EXCESS ACREAGE LOOKING SOUTHERLY FROM THE HOMESITES



VIEW OF EXCESS ACREAGE LOOKING NORTHEASTERLY FROM THE HOMESITES



VIEW OF THE SUBJECT SITE LOOKING SOUTHWESTERLY FROM MAGNOLIA DRIVE



STREET SCENE LOOKING NORTHEASTERLY ALONG MAGNOLIA DRIVE FROM THE SUBJECT SITE



VIEW OF EXCESS ACREAGE NEAR MAGNOLIA DRIVE LOOKING SOUTHERLY



VIEW OF EXCESS ACREAGE NEAR MAGNOLIA DRIVE LOOKING NORTHERLY



VIEW OF EXCESS ACREAGE LOOKING SOUTHERLY FROM THE NORTHERN PART OF THE SITE



VIEW OF EXCESS ACREAGE LOOKING SOUTHWESTERLY TOWARDS THE HOMESITE FROM THE
NORTHERN PART OF THE SITE



VIEW OF EXCESS ACREAGE LOOKING WESTERLY FROM THE NORTHERN PART OF THE SITE



VIEW OF EXCESS ACREAGE LOOKING NORTHEASTERLY FROM THE SOUTHERN PART OF THE SITE



VIEW OF EXCESS ACREAGE LOOKING NORTHWESTERLY FROM THE SOUTHERN PART OF THE SITE



VIEW OF EXCESS ACREAGE LOOKING EASTERLY FROM THE SOUTHWESTERN PART OF THE SITE



VIEW OF EXCESS ACREAGE LOOKING NORTHEASTERLY FROM THE WESTERN PART OF THE SITE



VIEW OF EXCESS ACREAGE LOOKING SOUTHEASTERLY FROM THE WESTERN PART OF THE SITE

CERTIFICATE

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I, Brian Kenworthy, have not previously performed services, as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- Brian Kenworthy has examined the property that is subject of this report.
- No one provided significant professional assistance to the persons signing this report.
- I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Brian Kenworthy, have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

Sincerely,



Brian J. Kenworthy, CG3496
REED & ASSOCIATES, INC.



ASSUMPTIONS AND LIMITING CONDITIONS

This Appraisal Report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title consideration. Title to the property is assumed to be good and merchantable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. "Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property was not observed by the appraiser. No responsibility is assumed for any such conditions or any expertise or engineering knowledge required to discover them. The client is urged to retain an expert if desired."

This Appraisal Report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations news, sales, or other media without the prior written consent and approval of the appraiser.
5. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

SUMMARY OF IMPORTANT CONCLUSIONS

Client: City of Fayetteville, Parks & Recreation
Department – Fayetteville, Arkansas

Property Location: The subject property is located along the southeast side of North Old Wire Road, just southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County. The physical addresses of the homesites are indicated to be 2634 & 2648 North Old Wire Road. The subject site is situated adjacent to the north/northeast of Gulley Park.

Purpose Of The Appraisal: Market value estimate

Property Rights Appraised: Fee simple estate

Ownership Of The Appraised Property: Allen & Mary L. Dunn

Dates Of Value Estimate: July 10, 2014

Description Of Site: The subject site consists of approximately 10.95± acres (ACS), or 476,982± square feet (SF), of land area. The subject land area is allocated as follows: 2634 North Old Wire Road- 0.50± acre (AC); 2648 North Old Wire- 0.75± AC; and, excess land- 9.70± ACS. The shape of the subject acreage is irregular, overall; each of the subject homesites is near rectangular in shape. The topography of the subject site is undulating/near level to gently sloping, overall. The subject acreage is cleared, for the most part, with some trees along the North Old Wire Road frontage and also in the southeast part of the site. The subject site has vehicular access/frontage along the southeast right-of-way of North Old Wire Road in the northwest part of the site (homesites); this frontage is considered near road grade. There is a drainage ditch located along the North Old Wire Road frontage. The subject site has additional frontage along the west right-of-way of the Magnolia Drive cul-de-sac in the southeast part of the site (excess land); this frontage is also considered near road grade. As of the effective date of this report, vehicular access to the subject site is not available via Magnolia Drive. The southwestern boundary of the subject site has frontage along Gulley Park. Approximately 0.3± AC in the extreme southern part of the subject site (excess land) is located within the 100-Year Flood Zone “AE”. All typical city utilities are located at/near the subject site. The subject acreage is located within the Fayetteville City Limits, and is zoned RSF-4 (Residential Single-Family- Four Units Per Acre).

Please see Description of Site section later in this report for further details.

Description Of Improvements: The subject property is improved with two single-family residential dwellings, and related site improvements. The dwelling situated at **2634 North Old Wire Road** consists of approximately 1,316± square feet (SF) of living

area. In addition, this homesite includes a 372± SF attached garage, 460± SF attached shop, and 210± SF enclosed porch. The dwelling represents Class “D”, wood frame construction. The exterior is brick veneer, with composition shingle roof cover. The layout of this dwelling includes three bedrooms, one bathroom, a living room, kitchen, laundry room, and storage closet. Kitchen appliances include an oven, range, and refrigerator. The interior finish includes: wood and carpet floor cover; painted gypsum board and wood panel wall cover; and, painted gypsum board ceilings. Based on Assessment Records, this dwelling was originally constructed in 1963±. The dwelling has received minimal updates since its original construction, and is considered “dated” in appearance. This dwelling is considered to be in fair to average condition, overall.

The dwelling situated at **2648 North Old Wire Road** consists of approximately 1,551± square feet (SF) of living area. In addition, this homesite includes a 580± SF attached garage, 340± SF enclosed porch, and 152± SF attached greenhouse. The dwelling represents Class “D”, wood frame construction. The exterior is brick veneer, with composition shingle roof cover. The layout of this dwelling includes three bedrooms, one bathroom, one half bathroom, a living room, den, kitchen, and storage closet. The laundry room is located in the garage. Kitchen appliances include an oven/range combination, built-in microwave, dishwasher, and refrigerator. The interior finish includes: wood, carpet, and tile floor cover; painted and wall papered gypsum board wall cover; and, painted gypsum board ceilings. Based on Assessment Records, this dwelling was originally constructed in 1961±. Discussions with the property owner indicated the dwelling was updated in the early 1990’s. This dwelling is considered to be in average to good condition, overall.

The dwelling situated at 2634 North Old Wire Road is accessed via an asphalt paved drive, while the dwelling situated at 2648 North Old Wire Road is accessed via a gravel paved drive. A 1,200± square foot (SF) metal shop building is located behind the dwelling located at 2648 North Old Wire Road. The shop building has concrete floors, two- 8’ manual overhead doors, electricity/plumbing, and is insulated. The shop building includes a 2-fixture restroom, and has wall heat and air units. In addition, there is a built-in vacuum system in the shop building. Discussions with the property owner indicated the “shop” building was originally constructed 15± years ago; the shop building is considered to be in average condition. Other site improvements include: 238± SF wood storage building; 529± SF wood lean-to agricultural building; well house; landscaping; garden; water feature; agricultural, chain link, and PVC fencing; etc.

Please see Description of Improvements section later in this report for further details.

Highest And Best Use:

In my opinion, the **“highest and best use” of the subject** is continued single-family residential use of the homesites, and to hold the subject excess land for future single-family residential or special-purpose development, within size/Flood Zone limitations, that comply with the RSF-4 zoning requirements, and in conformity to the Market Area, as demand dictates.

The agricultural improvements situated on the subject excess land are older and in poor condition. These improvements, in my opinion, do not provide any contributory value to the subject excess land.

Final Value:

Indicated Land Value "As Vacant":	\$765,000
Indicated Value by Cost Approach:	Not Utilized
Indicated Value by Sales Comparison Approach:	\$974,000
Indicated Value by Income Capitalization Approach:	\$969,000
INDICATED FINAL VALUE	\$970,000

The preceding value reflects terms equivalent to cash to the owner, and represents that for real property only. No personal property has been included in this valuation assignment.

The preceding value estimate is based upon the following Extraordinary Assumptions:

1. That the subject and adjacent properties are in compliance with all applicable EPA regulations;
2. That the subject excess acreage does not need a second point of ingress/egress;
3. That the subject dwellings are structurally sound, and are not adversely affected by the presence of mold or other environmental issues;
4. That the plumbing, electrical, and HVAC systems in the subject dwellings are in proper working order; and,
5. That the subject land and dwelling sizes are approximately as indicated.

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

The reader is referred to additional Assumptions and Limiting Conditions appearing in the Introduction Section of this report.

The estimated exposure time for the subject property is one± year or less. This was determined from an analysis of market conditions and comparable sales.

At the request of the client, the contributory value of each of the subject parts to the market value of the subject whole property is broken down as follows:

2634 Old Wire Rd. Homesite (0.50± AC)	= \$111,500
2648 Old Wire Rd. Homesite (0.75± AC)	= \$218,500
9.7± ACS of Excess Land	= \$640,000

QUALIFICATIONS OF BRIAN J. KENWORTHY

EDUCATION

B.S. Finance (Real Estate Concentration) – Clemson University – 2008
Master of Science, Real Estate (M.S.R.E.) – Georgia State University – 2010

PROFESSIONAL COURSES COMPLETED

Basic Appraisal Principles, 30-Hr. Course- Career Webschool – July 2009
Basic Appraisal Procedures, 30-Hr. Course- Career Webschool – July 2009
Residential Report Writing and Case Studies, 15-Hr. Course- Career Webschool – July 2009
Business Practices and Ethics- 7-Hr. Course – The Appraisal Institute, Atlanta Chapter – June 2010
National Uniform Standards of Professional Appraisal Practice, 15-Hr. Course- Appraisal Institute – October 2011
General Appraiser Sales Comparison Approach, 30-Hr. Course, Appraisal Institute – December 2011
General Demonstration Report Writing, 7-Hr. Course, Appraisal Institute- August 2013
Evaluating Commercial Construction, 15-Hr. Course, Appraisal Institute- October 2013
Appraisal of Real Estate 14th Edition Webinar, 2- Hr. Course, Appraisal Institute- November 2013
National Uniform Standards of Professional Appraisal Practice, 7-Hr. Course- Appraisal Institute – March 2013

OTHER RELEVANT COURSES COMPLETED

Clemson University – Fall 2007 – Real Estate Finance
Clemson University – Spring 2008 – Real Estate Investment Analysis
Clemson University – Spring 2008 – Real Estate Valuation
Georgia State University – Fall 2008 – Real Estate Development
Georgia State University – Fall 2008 – Legal and Regulatory Environment of Real Estate
Georgia State University – Spring 2009 – Advanced Real Estate Investment Analysis
Georgia State University – Spring 2009 – Real Estate Case Analysis
Georgia State University – Spring 2009 – Strategic Management of Real Property in a Corporate Environment
Georgia State University – Spring 2009 – Real Property Project Planning and Development
Georgia State University – Summer 2009 – Equity Real Estate Investment Trust Analysis
Georgia State University – Fall 2009 – Applied Real Estate Market Analysis
Georgia State University – Fall 2009 – Quantitative Analysis of Real Estate

REAL ESTATE DESIGNATIONS/ASSOCIATIONS

Arkansas Certified General Real Estate Appraiser No. CG3496
Associate Member of The Appraisal Institute
Member, Ozark Mountain Appraisal Institute Chapter

WORK EXPERIENCE

August 2008 to August 2009 – Georgia State University Real Estate Department, Atlanta Georgia – Graduate Research Assistant
August 2009 to August 2010 – Greystone Valuation Services, Inc., Atlanta Georgia – Assistant Appraiser
August 2010 to Present – Reed & Associates, Inc., Fayetteville, Arkansas - Staff Appraiser/Consultant

PART II - FACTUAL DESCRIPTIONS

IDENTIFICATION OF THE PROPERTY

The subject property is located along the southeast side of North Old Wire Road, just southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County. The physical addresses of the homesites are indicated to be 2634 & 2648 North Old Wire Road. The subject site is situated adjacent to the north/northeast of Gulley Park. The legal descriptions of the subject property are as follows:

Part of the East half of the Southwest Quarter and part of the West half of the Southeast Quarter of Section 36, in Township 17 North, of Range 30 West, described as follows: Beginning at a point 1485 feet East and 805 $\frac{1}{3}$ feet North of the South West corner of the Southeast Quarter of the Southwest Quarter, and running thence North $0^{\circ}10'$ East 1185.2 feet; thence North 89° West 220 feet; thence South $33^{\circ}36'$ West 486.6 feet; thence South $42^{\circ}6'$ West 127.6 feet; thence South $30^{\circ}11'$ West 124 feet; thence South 47° East 861.6 feet to the point of beginning, containing 9.7 acres, more or less.

-AND-

Part of the Northeast quarter of the Southwest quarter of Section thirty six (36) in Township seventeen (17) North of Range thirty (30) West, described as follows: Beginning two hundred forty five and one-tenth (245.1) feet West and four hundred ninety one (491) feet North of the South East corner of said forty acre tract, thence South $12^{\circ}08'11''$ West fifty-nine and seven tenths (59.7) feet for a place of beginning, and running, thence North $87^{\circ}37'15''$ West one hundred ninety eight and eighty five hundredths (198.85) feet, more or less, to East line of Old Wire Road; thence South $28^{\circ}55'19''$ West one and eight-tenths (1.8) feet with East right of way line of said road; thence South $60^{\circ}58'19''$ East two hundred five and seventy five hundredths (205.75) feet; thence North $12^{\circ}08'11''$ East ninety five and three-tenths (95.3) feet to the place of beginning.

-AND-

Part of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Thirty-six (36) in Township Seventeen (17) North of Range Thirty (30) West, beginning two hundred forty-five and one-tenth (245.1) feet West and four hundred ninety-one (491) feet North of the Southeast corner of said forty (40) acre tract, and running, thence South 12 degrees 8'11" West one hundred fifty-five (155) feet for a point of beginning to the lands herein described, and running, thence North 60 degrees 58'19" West two hundred five and seventy-five hundredths (205.75) feet, more or less to the East right of way line of the Old Wire Road; thence South 28 degrees 55'19" West with said East line one hundred (100) feet; thence South 60 degrees 58'19" East two hundred (200) feet; thence Northeasterly one hundred (100) feet to the point of beginning.

Subject to easements, rights-of-way and restrictive covenants, if any.

Based on Assessment Records, the total land area is indicated to be 10.95± acres (ACS). The first legal description presented (excess land) does not appear to close, and as written, appears to be closer to 10.2± ACS; however, the legal description states a land area of 9.7± ACS and Assessment Records also indicate a land size of 9.7± ACS. In addition, the second legal description presented (2648 North Old Wire Road homesite) as written appears to be near triangular in shape and supports a land size of approximately 0.22± AC. Assessment Records for this homesite indicate a land area of 0.75± AC, which appears to be more accurate. The third legal description presented (2634 North Old Wire Road homesite) indicates a land area of 0.5± AC, and is also supported by Assessment Records. The land sizes indicated by Assessment Records appear to be a more accurate representation of the actual subject land size, and are relied upon for the purposes of this report. An Extraordinary Assumption of this report is that the land sizes are as indicated. A Survey Plat of the subject property is recommended to confirm the reasonableness of this Assumption.

The subject property is improved with two single-family residential dwellings, and related site improvements. The dwelling situated at 2634 North Old Wire Road consists of approximately 1,316± square feet (SF) of living area, while the dwelling situated at 2648 North Old Wire Road consists of approximately 1,551± square feet (SF) of living area.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest in the subject property, as of the effective date.

DEFINITION OF MARKET VALUE

Market value is defined as follows:

"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;*
- b. both parties are well informed or well advised, and each acting in what they considers their best interest;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and;*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*¹

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 123.

INTENDED USE/USER OF REPORT

The intended use of this report is to assist the client with internal decisions regarding a potential acquisition of the subject property.

The intended user of this report is the City of Fayetteville – Parks & Recreation Department.

PROPERTY RIGHTS APPRAISED

In this appraisal, I am concerned with the valuation of the fee simple estate of the subject property. Fee simple estate is defined as follows:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”²

SCOPE OF THE WORK

The scope of work in this appraisal involves the application of the "Valuation Process" in estimating the market value of the subject property. This real property appraisal report has been prepared under the Appraisal Report option.

Subject was last inspected in July 2014. Pertinent locational and physical data was obtained on the property inspections. Photographs were taken on a July 10, 2014, and a July 11, 2014, inspection, by Brian Kenworthy. General data pertinent to the appraisal assignment was obtained from local sources. The legal description of the subject property was obtained from public records. Building measurements were taken by the appraiser on the July 10, 2014, inspection. Certain information pertaining to the subject property (marketing information, property history, offer letter, etc.) were provided by property owner and listing broker. Property tax data and the history of the property were researched through Washington County Assessment Records. The highest and best use of the property was projected based upon location, physical characteristics, zoning, past, present, and potential use, etc.

The Cost and Sales Comparison Approaches to Value have been utilized in this report. The Income Capitalization Approach was not utilized, as this is not typically the basis upon which buy/sell decisions are being made in this market on properties of the subject's nature. Application of the Income Capitalization Approach to Value was not considered necessary to produce credible appraisal results for the subject property. The "Approaches to Value" appear later in the report.

In the Land Value Section, the estimated value of the subject site "as vacant" was established first utilizing comparable land sales in Fayetteville. The unit of comparison was price per acre (AC) of land area. The sales were compared to subject and adjustments made for differences

² Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 78.

with respect to the subject. The per AC value of the subject was estimated from within the adjusted range of the comparables, and was multiplied by the subject whole property acreage to arrive at the estimated market value of the subject site “as vacant”. The estimated market value of the subject site “as vacant” was then allocated to each of the homesites, and the excess acreage.

In the Cost Approach, the Replacement Cost New of the respective improvements were estimated, utilizing Marshall Valuation Service (national cost service) and a market derived entrepreneurial incentive. Accrued Depreciation attributable to the improvements was then estimated based upon the Economic Age-Life Method, and was subtracted from Replacement Cost New to arrive at Depreciated Replacement Cost New of the respective improvements. The estimated land value was then added to the Depreciated Replacement Cost New of the improvements to arrive at the estimated market value of the subject property by the Cost Approach. The estimated market value of the subject whole property was then allocated to each of the homesites, and the excess acreage.

In the Sales Comparison Approach, comparable improved sales were examined and analyzed for comparison purposes to the respective dwelling improvements. The unit of comparison was whole property. Adjustments were made to the sales based upon differences with respect to the respective subject dwellings. The market value of the respective subject dwellings was then estimated from within the adjusted range of the comparables. Finally, the contributory value of the excess land (from Land Value Section) was added to the value of the subject dwellings to arrive at the estimated market value of the whole subject property by the Sales Comparison Approach. No discount could be supported to the sum of the values of the improved subject homesites and the excess land.

The two approaches utilized were reconciled to a final market value conclusion for the subject based on the appraisers’ evaluation of the appropriateness, the accuracy, and the quantity of the evidence in the entire appraisal.

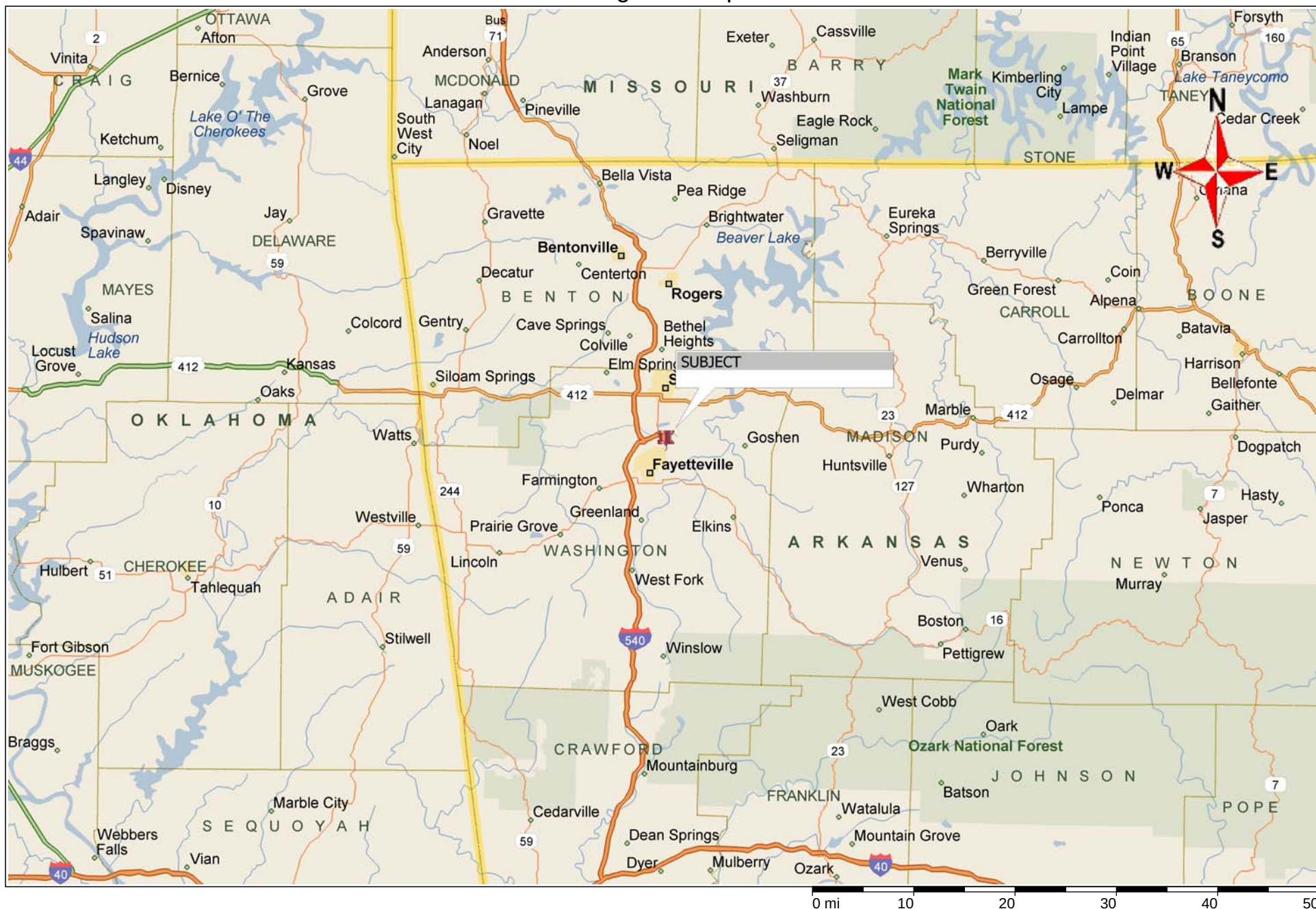
OWNERSHIP OF THE APPRAISED PROPERTY

As of the effective date of this report, the subject property was under the ownership of Allen & Mary L. Dunn.

DATE OF THE APPRAISAL

The effective date of this report is July 10, 2014; this represents one of the dates of inspection. The date of this appraisal report is July 18, 2014.

Regional Map



AREA DATA

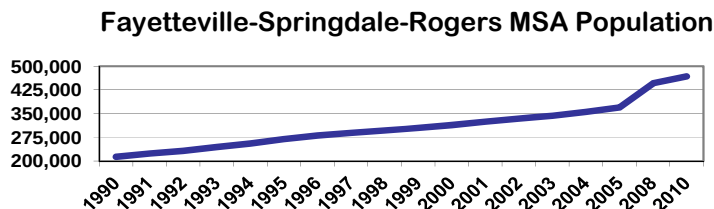
The Trade Area includes Washington and Benton Counties in Arkansas, as well as Madison County, Arkansas, and McDonald County, Missouri. The four counties are located in the extreme northwestern part of Arkansas and extreme southwestern part of Missouri, respectively, and make up the Fayetteville-Springdale-Rogers, AR Metropolitan Statistical Area (MSA). This area is bordered by the Oklahoma State line on the west, Newton County (Missouri) on the north, Carroll, Newton and Barry (Missouri) Counties on the east, and Crawford, Franklin and Johnson Counties on the south. The total land area of Benton County is indicated to be 847.36± square miles, Washington County 941.97± square miles, Madison County 834.26± square miles, and McDonald County 539.48± square miles. It should be noted that near 92%± of the population of the MSA is located in Washington and Benton Counties. As a result, this Area Data analysis primarily pertains to Washington and Benton Counties in Arkansas.

The value of real property reflects and is influenced by the interaction of basic forces that motivate human activity. These forces are divided into four major categories: Social trends; Economic circumstances; Governmental controls and regulations; and, environmental conditions. These forces exert pressure on human activities and are also affected by these activities. The interaction of all the forces influences the value of every parcel of real estate in the market.

Social Forces: Social forces are exerted primarily through population characteristics. The demographic composition of the population reveals the potential, basic demand for real estate services.

The 1980 Census showed population figures of 78,115 and 100,494, respectively, for the two counties. This totals 178,609 for the two-county area. The population of Benton County in 1990 was 97,499, while Washington County indicated a population 113,409. The combined population of the two counties in 1990 was 210,908, representing an 18.1%± increase over 1980, or 1.81%± per year. The 2000 Census indicated populations for Benton and Washington Counties of 153,406 and 157,715, respectively. The total for the two counties, 311,121, represents a 47.5%± increase over 1990, or 4.75%± per year. Based on data released by the U.S. Census Bureau, the population of the two-county area as of 2010 was 424,404, with Benton County reflecting a total of 221,339 and Washington County a total of 203,065. The growth between 2000 and 2010 is indicated to be 36.4%±, or 3.64%± per year. The estimated 2012 populations of Benton and Washington Counties, based on State & County QuickFacts, were 232,268± and 211,411±, respectively, or a total of 443,679±. The U.S. Census Bureau data reflected the population of the MSA as of 2010 to be 465,780. The estimated 2012 population of the MSA, based on State & County QuickFacts, was 482,200±.

The following chart reflects the population trend in the four-county MSA since 1990:



Source: U.S. Census

Bentonville is the County Seat of Benton County. This city is located in the north part of the county. Bentonville had a population of 11,257 in 1990, a 28.6%± increase since 1980. The 2000 population of Bentonville was approximately 19,730. This represents a 75.3%± increase since 1990. The 2010 population was indicated to be 35,301, a 78.9%± increase from 2000. Rogers is the largest city in the county. Its 1990 population of 24,692 reflects a 41.7%± increase since 1980. The 2000 population was indicated to be 38,829. This represents a 57.3%± increase since 1990. The 2010 population was indicated to be 55,964, a 44.1%± increase from 2000. Siloam Springs, located on the Oklahoma line in the southwest part of the county, is the third major city in Benton County. It grew from a population of 8,151 in 1980 to 10,843 in 2000, a 33%± increase. The 2010 population was indicated to be 15,039, a 38.7%± increase from 2000.

Some of the smaller cities and towns in Benton County include Gentry, Gravette, Pea Ridge, Lowell, Centerton, Decatur, Cave Springs, Bella Vista, etc. It should be noted that the City of Centerton, located just west of the Bentonville City Limits, reflected an increase in population from 491 in 1990 to 2,146 in 2000, and to 9,515 in 2010. The indicated increase was 343.4%± from 2000 to 2010, or 34.34%± per year. Within the county, there are a total of 18± incorporated towns and cities. It should also be noted that Lowell, lying between Springdale and Rogers, experienced an increase in population between 1990 and 2000 of 309.6%±. The 2000 population of Lowell was indicated to be 5,013±, while the 2010 population was 7,327. The indicated increase was 46.2%±, or 4.62%± per year, between 2000 and 2010.

Fayetteville is the County Seat of Washington County. This city is located in the north central part of the county. Fayetteville had a population of 42,099 in 1990. This represented a 15%± increase since 1980. The 2000 population of Fayetteville was indicated to be 58,047. This represents a 37.9%± increase since 1990. The 2010 population was indicated to be 73,580, an increase of 26.8%± from 2000. Fayetteville is also the largest city in the county. Springdale is the second largest city in Washington County. Its 1990 population of 29,941 showed a 27.6%± increase since 1980. The 2000 population of Springdale was indicated to be 45,798. This represents a 53%± increase since 1990. The 2000 population figure for Springdale includes an indicated 2,011 people living in that part of Springdale located in Benton County. The 2010 population of Springdale was indicated to be 69,797, an increase of 52.4%± from 2000.

Some of the smaller cities in Washington County include Prairie Grove, Lincoln, Farmington, West Fork, Johnson, Elm Springs, etc. There are a total of 13± incorporated cities and towns within Washington County. A small part of Elm Springs is also located in Benton County.

The following table reflects population changes for major cities in the MSA since 2000:

City	2000	2005	2007	2008	2010	2000-2010 % Increase	2012 Estimate
Fayetteville	58,047	66,656	72,208	73,372	73,580	26.8%	76,899
Springdale	45,798	62,459	66,881	68,180	69,797	52.4%	73,123
Rogers	38,829	48,353	54,959	56,726	55,954	44.1%	58,895
Bentonville	19,730	29,530	33,744	35,526	35,301	78.9%	38,284
Lowell	5,013	7,042	7,044	7,173	7,327	46.2%	7,714
Centerton	2,146	5,477	8,162	8,593	9,515	343.4%	10,170
Siloam Springs	10,843	13,604	14,480	14,825	15,039	38.7%	15,680

Source: U.S. Census

The increased population trend is expected to continue in the Benton-Washington County area. This should have a positive effect on real property values. However, it should be noted that the rate of growth has declined from what appears to have been the peak period between July 1, 2004, and July 1, 2005. The net monthly population growth in the Benton-Washington County area between July 1, 2004, and July 1, 2005, was estimated to be 1,256± people. Between July 1, 2008 and July 1, 2009, the net monthly population growth was estimated to be 748± people. This reflects a 40.5%± decline. Between 2000 and 2010, census data supports net monthly population growth of 944± people. The estimated net monthly population growth between July 1, 2011, and July 1, 2012, was 695± people. This reflects a decline of 26.4%±. Oversupply issues in the real estate market and slow improvement in overall economic conditions have had an adverse impact on population growth. The country officially went into a recession in December 2007. The recession officially ended in June 2009; however, consumer sentiment doesn't necessarily support this.

Economic Forces: Economic forces are also significant to real property values. It is necessary to analyze the fundamental relationships between current and anticipated supply and demand and the economic ability of the population to satisfy its wants, needs, and demands through its purchasing power.

For 2003, the Fayetteville-Springdale-Rogers MSA ranked 1st nationally in Forbes/Milken Institute's "Best Performing Cities: Where America's Jobs are Created" measuring economic vibrancy and potential.

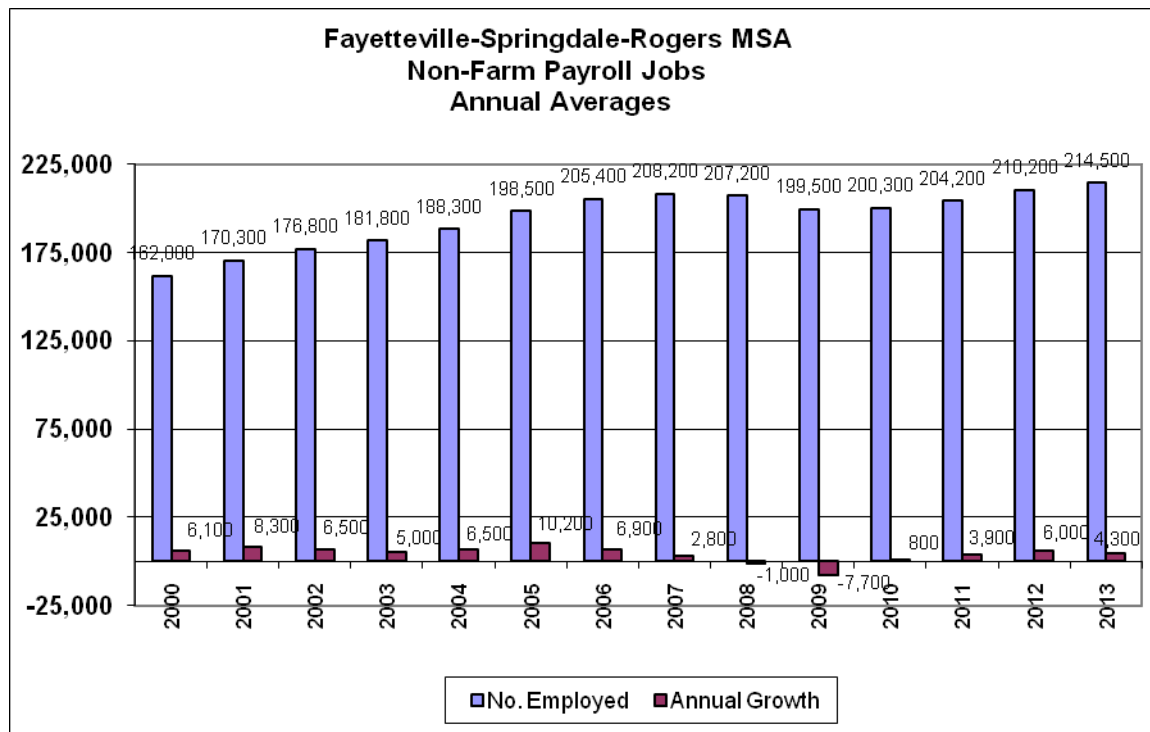
For 2004, the Fayetteville-Springdale-Rogers Metropolitan Statistical Area (MSA) was listed as the 5th "Best Small Metro for Business" by *Forbes*. This publication also listed the MSA as #1 in job growth.

For 2005, The Milken Institute named Northwest Arkansas to the Top Ten in Job Growth.

For 2013, Milken ranked the Fayetteville-Springdale-Rogers MSA second in the nation in Short-Term Job Growth. Milken defines short-term job growth as the percentage of job growth between July 2012 and July 2013. Only Santa Cruz, California, ranked higher in creating more short-term jobs among the nation's largest 200 metropolitan areas. Northwest Arkansas also ranks high in Milken's review of job creation over longer periods of time, rating 18th nationally in 1-year Job Growth and 34th in 5-year Job Growth. As a region, Northwest Arkansas is ranked as the nation's 57th Best Performing City, the highest ranked MSA in the State of Arkansas.

The Job Growth USA website of Arizona State University's W.P. Carey School of Business ranked 383 of 428 Metropolitan Statistical Areas for 2013 on the basis of non-farm job growth over a 12-month moving average. The Fayetteville-Springdale-Rogers MSA ranked Number 87 nationwide for 2013. This is down from 2012 when the region ranked Number 67 nationwide in non-farm job growth.

The following chart represents Non-Farm Employment Growth for the MSA since 2000:



As previously indicated, the country was officially in a recession between December 2007 and June 2009. This recession, referred to as the “Great Recession”, lasted 18 months. The previous longest recorded recessions since the Great Depression, the 1973-75 recession and the 1981-82 recession, each lasted 16 months. The Great Depression lasted 43 months. The recessions in 1991 and 2001 each lasted 8 months.

The recession obviously impacted the rate of job growth in the Fayetteville-Springdale-Rogers MSA. While the United States as a whole experienced negative year on year non-farm employment growth through all of 2008, the Fayetteville-Springdale-Rogers MSA remained positive through part of the year. However, non-farm employment numbers (year on year) did turn negative in this MSA in 2008 and remained negative throughout 2009. Obviously, local economic activity was affected by the national recession. In May 2010, non-farm employment numbers (year on year) turned positive and have remained positive year over year through the latest recorded data researched, which was November 2013.

Employment gains for the MSA between November 2012 and November 2013 were in the following sectors: trade, transportation, and utilities; professional and business services; education and health services; leisure and hospitality services; and natural resources, mining, and construction.

The civilian labor force in Benton County averaged 111,200 for the year 2012. Washington County averaged 105,300 for the same time period. The average civilian labor force for January-

November 2013 was reported at 112,786 for Benton County and 107,005 for Washington County. In 2012, Benton County's unemployment rate averaged 5.7% while Washington County's rate averaged 5.4%. The 2012 average, annual unemployment rates for the State of Arkansas and the United States were 7.3% and 8.1%, respectively. The average unemployment rates for Benton and Washington Counties for the January–November 2013 time period were indicated to be 5.5%± and 4.8%±, respectively. All of the preceding rates represent non-seasonally adjusted rates.

U.S. Census data reflect the following income figures for the Benton-Washington County area:

Benton County				
	2000	2010	Change	2013
Median Household Income	\$40,276	\$54,592	35.5%	\$51,977
Average Household Income	\$50,556	\$66,147	30.8%	\$69,676
Per Capita Income	\$19,377	\$24,912	28.6%	\$25,885

Washington County				
	2000	2010	Change	2013
Median Household Income	\$34,683	\$45,544	31.3%	\$44,056
Average Household Income	\$44,747	\$56,617	26.5%	\$59,789
Per Capita Income	\$17,347	\$21,840	25.9%	\$23,137

Combined Counties				
	2000	2010	Change	2013
Median Household Income	\$37,483	\$50,588	35.0%	\$48,687
Average Household Income	\$47,604	\$61,551	29.3%	\$64,937
Per Capita Income	\$18,348	\$23,441	27.8%	\$24,850

The real estate market in Benton and Washington Counties expanded at a rapid rate between 2003 and mid-2006. Oversupply issues in the residential sector became very visible in 2006, particularly in the latter half of the year. There were definite indicators in 2005 that this sector of the market was headed in this direction. As of the second Quarter of 2013, Benton County totaled approximately 7,399 empty, single-family and duplex lots with Final Plat filed and/or receiving final approval. The total for Washington County was approximately 5,436. Based on lot sales to end users in 2012 in the two-county area, the total empty lot supply could constitute near a 9± year inventory. This likely overstates the situation as near 15%± of the empty lot inventory represents not yet active lots. Regardless, the current lot supply in the two-county area remains significant; however, it should be noted that the supply of empty lots in Benton and Washington Counties has decreased substantially over the past couple of years. The decrease from Quarter Four 2012 to Quarter Two 2013 was approximately 7.5%±. Housing starts and residential construction activity in both Benton and Washington Counties have increased significantly since 2011. Interest rates remain low, which is a positive for the housing market; however, have increased somewhat as of late. Rates are expected to continue to slowly move upward, with the Federal Reserve cutting back on monthly bond purchases. However, rates are still projected to remain in an affordable range. This, along with continued improvement in non-

farm employment should sustain the downward movement in the number of empty residential lots in the two-county area.

Problems in the housing market are viewed by many as what led us into the recession, and there is a belief that continued improvement in this sector is necessary for the country to completely rebound from this last economic downturn. Obviously, the decrease in home values and the high rates of residential foreclosures across the country as a result of the “Great Recession” negatively impacted consumer sentiment. Many economists feel that the housing market bottomed in the Fourth Quarter of 2011, with an average decline in value from peak to trough of 30% to 35%±. There is definite evidence that home values are rebounding. In Benton County, Multiple Listing Service (MLS) data reflects the median home price for the first half of 2013 to be \$152,000, as compared to \$140,500 for the first half of 2012. This indicates an 8.2% increase. In Washington County, the median home price for the first half of 2013 was indicated by MLS data to be \$149,900. This compares to \$135,000 for the first half of 2012. The increase calculates to 11.04%. As homeowners experience increased equity, consumer confidence should improve. Through November 2013, home sales in Arkansas were up near 12% compared to the first 11 months of 2012. The year 2013 appears to be the best year for home sales in Arkansas since 2009 and 2010, when the government’s homebuyer tax credit gave consumers extra incentive to buy a house.

The multi-family residential sector of the real estate market in Benton and Washington Counties was the first sector to rebound from the recent “Great Recession”. In the multi-family sector, the two-county area indicated an overall vacancy rate of 2.73% in the Third Quarter of 2013. The Fayetteville multi-family market has a good history of strength, due to the University of Arkansas, and reflected a Third Quarter 2013 vacancy rate of 2.47%. However, it should be noted that a substantial amount of new product has been added over the past 1-2± years in the Fayetteville multi-family market, and more units are in the planning stage. The Rogers, Bentonville, Siloam Springs, and Springdale multi-family markets also appear to each be in good shape with a range of vacancy rates between 2.56% and 3.54% as of the Third Quarter 2013. The Rogers and Bentonville markets in particular are doing well with vacancy rates of 2.56% and 2.67%, respectively.

With respect to the commercial market in Benton and Washington Counties, the primary concerns are the professional office, retail, and development land sectors. The professional office sector of the market, Class “A” and “B” properties, has been oversupplied for some time in the two-county area. The overall vacancy rate for Class “A” and “B” professional office space for the First Quarter of 2013 was slightly above 15%. The rate for Class “A” space alone was reported at 13.2%. These rates are for investment grade, non-owner occupied space. Obviously, job creation is critical to the absorption of office space. It should be noted that the overall professional office vacancy rate was thought to have peaked in mid/late 2010, with vacancy slowly decreasing since that time.

The retail sector of the commercial market had been the strength of the market through the first half of 2008; however, in the second half of the year vacancy began to rise. In the Fourth Quarter of 2009 the overall vacancy rate in this sector of the market was estimated between 15% and 16%. Obviously, problems in the national economy impacted the local retail community.

The overall vacancy rate in the retail sector has slowly declined since 2010 and was near 10% (Class “A” and “B” combined) in the First Quarter of 2013. This, too, is for investment grade, non-owner occupied space. It should be noted that the reported vacancy rate for Class “A” retail space in the First Quarter of 2013 was 6.5%.

Commercial development land must also be considered. The two areas of concern are in the north part of Fayetteville and the southwest part of Rogers. Land that was acquired at the peak of prices in 2005/2006 continues to periodically face refinancing. With a decline in values in this sector, in order to refinance and keep loan to value ratios within bank guidelines, the borrower may have to bring funds to the closing table. This is the mark to market issue that has been discussed nationally over the past several years.

The service sector of the commercial market had been a concern in Benton and Washington Counties; however, has shown improvement since 2011. This pertains to hotels/motels and restaurants. With respect to hotels/motels, the following increases in tax receipts collected between Quarter One 2012 and Quarter One 2013 were indicated:

Bentonville	+9.5%±
Fayetteville	+10.5%±
Rogers	+4.8%±
Siloam Springs	+7.4%±
Springdale	+6.6%±

Restaurant tax receipts collected reflected the following increases between Quarter One 2012 and Quarter One 2013:

Bentonville	+1.6%±
Fayetteville	+.25%±

Springdale and Rogers do not collect restaurant tax receipts.

The service sector, locally and nationally, appears to have rebounded from the “Great Recession” sooner than originally expected. It should be noted that a new full-service hotel facility is being considered for the University of Arkansas Campus in Fayetteville. This hotel is expected to feature 125-150 beds, with 13,000± square feet of conference space. It should also be noted that the recent construction of the 21C Museum Hotel in Bentonville, just off the “square” in the Central Business District, has proven to be a success.

Following is a listing of building permit values for cities in Benton and Washington Counties, as indicated by the Northwest Arkansas Regional Planning Commission:

NWA BUILDING PERMITS

City	2007	2008	2009	2010	2011
Johnson	\$12,894,627.00	\$11,480,561.00	\$2,201,298	\$3,139,035	\$4,815,327
Elkins	\$1,448,865.00	\$2,992,700.00	\$1,659,255	\$1,217,567	\$395,100
Bentonville	\$175,179,387.00	\$84,042,846.00	\$166,253,077	\$92,641,213	\$151,852,753
Tontitown	\$9,117,183.00	\$12,317,817.00	\$5,943,915	\$4,000,663	\$4,178,087
Rogers	\$364,610,284.00	\$221,417,100.00	\$66,680,186	\$84,916,060	\$77,350,756
Lowell	\$23,018,357.00	\$10,507,847.00	\$5,156,363	\$10,280,864	\$9,320,710
Siloam Springs	\$26,571,074.00	\$8,369,852.00	\$51,494,178	\$15,504,723	\$33,626,432
Fayetteville	\$282,642,878.00	\$301,388,827.00	\$90,257,059	\$111,470,014	\$140,148,788
Pea Ridge	\$10,613,632.00	\$11,617,647.00	\$1,701,901	\$1,315,208	\$7,731,042
Little Flock	\$1,997,419.00	\$1,801,420.00	\$1,807,373	\$751,034	\$1,675,196
Bella Vista	\$39,336,280.00	\$19,235,786.00	\$12,059,939	\$8,437,960	\$7,379,000
Prairie Grove	\$9,276,304.00	\$7,929,728.00	\$3,298,300	\$8,230,109	\$5,208,052
Greenland	\$1,411,691.66	\$173,470.00	\$707,300	\$576,269	\$135,000
Cave Springs	\$9,715,915.00	\$4,835,350.00	\$6,622,764	\$7,666,117	\$10,281,180
West Fork	\$2,412,200.00	\$1,568,000.00	\$414,100	\$713,000	\$1,381,350
Goshen	\$4,246,683.80	\$2,824,327.43	\$2,104,269	\$3,245,078	\$1,738,686
Lincoln	\$2,507,545.00	\$0.00	\$191,944	\$1,219,120	\$13,256,610
Elm Springs	\$500,000.00	\$150,000.00	\$1,056,647	\$870,696	\$1,488,000
Farmington	\$11,793,393.00	\$10,730,420.00	\$8,577,800	\$11,185,157	\$6,256,614
Springdale	\$114,491,552.00	\$111,956,457.00	\$59,871,046	\$46,904,148	\$85,993,770
Gentry	\$2,034,963.90	\$1,705,248.20	\$526,450	\$2,793,005	\$2,283,500
Bethel Heights	\$5,582,958.00	\$702,967.00	\$675,967	\$686,050	\$570,721
Centerton	\$18,033,067.00	\$9,928,847.00	\$5,712,560	\$15,359,184	\$15,033,136
Decatur	\$1,150,000.00	\$252,000.00	\$9,471,500	\$348,500	\$3,097,660
Gravette	\$2,149,440.00	\$840,115.00	\$5,726,000		\$1,848,347
Total	\$1,132,735,699.36	\$838,769,332.63	\$510,171,191	\$433,470,774	\$587,045,817

WASHINGTON COUNTY PERMITS

City	2007	2008	2009	2010	2011
Johnson	\$12,894,627.00	\$11,480,561.00	\$2,201,298	\$3,139,035	\$4,815,327
Elkins	\$1,448,865.00	\$2,992,700.00	\$1,659,255	\$1,217,567	\$395,100
Tontitown	\$9,117,183.00	\$12,317,817.00	\$5,943,915	\$4,000,663	\$4,178,087
Fayetteville	\$282,642,878.00	\$301,388,827.00	\$90,257,059	\$111,470,014	\$140,148,788
Prairie Grove	\$9,276,304.00	\$7,929,728.00	\$3,298,300	\$8,230,109	\$5,208,052
Greenland	\$1,411,691.66	\$173,470.00	\$707,300	\$576,269	\$135,000
West Fork	\$2,412,200.00	\$1,568,000.00	\$414,100	\$713,000	\$1,381,350
Goshen	\$4,246,683.80	\$2,824,327.43	\$2,104,269	\$3,245,078	\$1,738,686
Lincoln	\$2,507,545.00	\$0.00	\$191,944	\$1,219,120	\$13,256,610
Elm Springs	\$500,000.00	\$150,000.00	\$1,056,647	\$870,696	\$1,488,000
Farmington	\$11,793,393.00	\$10,730,420.00	\$8,577,800	\$11,185,157	\$6,256,614
Springdale	\$114,491,552.00	\$111,956,457.00	\$59,871,046	\$46,904,148	\$85,993,770
Total	\$452,742,922.46	\$463,512,307.43	\$176,282,933	\$192,770,856	\$264,995,384

BENTON COUNTY PERMITS

City	2007	2008	2009	2010	2011
Bentonville	\$175,179,387.00	\$84,042,846.00	\$166,253,077	\$92,641,213	\$151,852,753
Rogers	\$364,610,284.00	\$221,417,100.00	\$6,668,0186	\$84,916,060	\$77,350,756
Lowell	\$23,018,357.00	\$10,507,847.00	\$5,156,363	\$10,280,864	\$9,320,710
Siloam Springs	\$26,571,074.00	\$8,369,852.00	\$51,494,178	\$15,504,723	\$33,626,432
Pea Ridge	\$10,613,632.00	\$11,617,647.00	\$1,701,901	\$1,315,208	\$7,731,042
Little Flock	\$1,997,419.00	\$1,801,420.00	\$1,807,373	\$751,034	\$1,675,196
Bella Vista	\$39,336,280.00	\$19,235,786.00	\$12,059,939	\$8,437,960	\$7,379,000
Cave Springs	\$9,715,915.00	\$4,835,350.00	\$6,622,764	\$7,666,117	\$10,281,180
Gentry	\$2,034,963.90	\$1,705,248.20	\$526,450	\$2,793,005	\$2,283,500
Bethel Heights	\$5,582,958.00	\$702,967.00	\$675,967	\$686,050	\$570,721
Centerton	\$18,033,067.00	\$9,928,847.00	\$5,712,560	\$15,359,184	\$15,033,136
Decatur	\$1,150,000.00	\$252,000.00	\$9,471,500	\$348,500	\$3,097,660
Gravette	\$2,149,440.00	\$840,115.00	\$5,726,000		\$1,848,347
Total	\$679,992,776.90	\$375,257,025.20	\$333,888,258	\$240,699,918	\$322,050,433

The economic base of the region consists of four basic areas: **First**, agricultural production with the primary commodities being beef cattle, dairy cattle, and poultry. The general offices of Tyson Foods, Inc., the largest poultry producer in the world, are located in Springdale in Washington County. Benton and Washington Counties have a considerable amount of rural acreage and, therefore, it would stand to reason that agriculture would be important to the area. There is also some cropland in the area, primarily green bean and orchard production (grapes). According to the USDA, Benton and Washington counties had total agricultural sales in 2007 of \$433,957,000 and 417,965,000, respectively. **Second**, influence from the University of Arkansas located in Fayetteville. Total enrollment for Fall 2013 at the University was 24,537, an increase of 5.8% since the Fall 2012. The University provides considerable employment opportunities for area residents. It is not uncommon for residents of the outlying areas of Benton and Washington Counties to work at the University. A second public academic institution, the Northwest Arkansas Community College, is located in Bentonville. Fall 2013 enrollment for the school was indicated to be 8,020, a decrease of 3.8% from the Fall 2012. In addition to the main campus, the NWACC also has branch campuses located in Springdale, Rogers, and Farmington. NWACC is considering the purchase of an acreage site located in the southwest part of Springdale for the construction of a new Washington County Campus. **Third**, recreational usage primarily in the northeast part of Washington County, and the southeast, east, and northeast parts of Benton County. This recreational usage is primarily provided by Beaver Lake, a Corps of Engineer Reservoir on the White River. Beaver Lake affords typical fresh water sports such as boating, fishing, skiing, swimming, etc. Each of the major cities in the two-county area also has recreational amenities. It should be noted that Arvest Baseball Park opened in the Spring of 2008 in the southwest part of Springdale. This baseball park is the home of the Northwest Arkansas Naturals (Minor League AA Affiliate of the Kansas City Royals). The location is at the southwest corner of Watkins Avenue and 56th Street, just west of I- 540. Completion of the Don Tyson Parkway/I-49 Interchange, just southeast of the baseball park, is expected in 2014. **Fourth**, the large number of manufacturing businesses and industries located within the two counties. Again, residents of outlying areas of the two counties will commute to Fayetteville, Springdale, Rogers, Bentonville, etc. to work at these facilities. The general offices of Wal-Mart, Inc., the world's largest retailer, are located in Bentonville. Wal-Mart has had a tremendous impact on the area, particularly Benton County. Over the past several years, Wal-Mart vendors have been locating branch offices in the Benton County area in order to better service their account with Wal-Mart. Both professional office and residential construction increased significantly due to the influx of these suppliers. The general offices of J.B. Hunt, Inc., a major trucking company, are located in Lowell. As previously indicated, the general offices of Tyson Foods, Inc., the world's largest poultry processor, are located in Springdale. Wal-Mart, J.B. Hunt, and Tyson Foods are each Fortune 500 Companies. The presence of these companies drives demand for lawyers, accountants, architects, hotels, restaurants, retailers, etc. Most of the major industries are located in the larger cities in the counties. According to the 2002 Economic Census, total value of shipments by manufacturers in Benton County was \$2,615,524,000. According to State & County QuickFacts, total value of shipments by manufacturers in Washington County in 2007 was \$3,497,554,000. Retail sales estimates for Benton and Washington Counties for 2007, based on State & County QuickFacts, were \$2,390,591,000 and \$2,723,279,000, respectively.

The following table represents major employers in the MSA (as of 2012):

Employer	# of Employees±	Sector/Product	Main Location
Wal-Mart Stores (Home Office, DC's & Stores)	28,000+	Retail	Bentonville
Tyson Foods	12,000+	Protein Processing/Marketing	Springdale
University of Arkansas	4,000+	Education	Fayetteville
Simmons Foods, Inc.	3,900+	Poultry Processing	Siloam Springs
J.B. Hunt Transport Services	2,600+	Transportation	Lowell
Washington Regional	2,100+	Health	Fayetteville
George's Inc.	2,000+	Poultry	Springdale
Northwest Health Systems	1,900+	Health	Bentonville/Springdale
Mercy Health Systems	1,500+	Health	Multiple
Arvest Bank	1,500+	Finance	Bentonville

Source: Employers; Local Chambers of Commerce

In addition, Northwest Arkansas is the home of several satellite offices of Fortune 500 companies supplying products to Wal-Mart Stores, Inc. These Fortune 500 companies with a presence in Northwest Arkansas include:

IBM, Coca-Cola, Proctor & Gamble, Pfizer, Gillette, Mattel, Hershey, Sara Lee, Kimberly Clark, Heinz, Colgate, Clorox, Ball Corp., Disney, General Mills, Kellogg, Hormel, Newell Rubbermaid, Johnson & Johnson, Pepsico, Philip Morris, etc.

Construction of the Crystal Bridges Museum of American Art in Bentonville has been a plus for the Northwest Arkansas economy, particularly the City of Bentonville. This museum opened in November 2011, and was a project of the Walton family. Crystal Bridges is located near the Central Business District of Bentonville, and, along with the "Downtown Bentonville" program, has been instrumental in the revitalization of the Central Business District.

There are many financial institutions in Benton and Washington Counties. These institutions have typically provided an adequate supply of funds for residential, commercial, industrial, and agricultural growth. It should be noted that credit conditions tightened in 2008 as financial institutions dealt with problem real estate loans, and deteriorating economic conditions. The Federal Government infused funds into the financial market in an attempt to provide liquidity and ease credit. The major financial institutions in the area are located in Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, with smaller banks and branches situated in many of the smaller communities. Currently, interest rates on long-term (15-30 years) residential first mortgages are generally in the 3.50% - 4.50% range. Federal Deposit Insurance Corporation (FDIC) data indicate there are a total of 58 financial institutions in the Fayetteville-Springdale-Rogers MSA. Deposits as of June 30, 2013, totaled \$8,277,239± based on the FDIC data.

Real estate development in the area has primarily been centered in the major cities, and in such smaller communities as Centerton, Farmington, Lowell, and Prairie Grove. However, rural development is also occurring with small acreage homesites visible throughout the two counties.

Economic conditions at the present time are improving in the two-county area; however, the local economy has not yet fully rebounded from the recent "Great Recession." A plus for the area is continued year over year increases in non-farm employment numbers. Sustained growth

in non-farm employment will go a long way to absorb vacant commercial space. The long-term outlook is that economic forces will have a positive effect on real estate values in Benton and Washington Counties; however, at the present time the two-county area continues in a correction period, particularly with respect to the commercial sector.

Governmental Forces: Governmental, political, and legal actions at all levels have a great impact on property values.

The county seats of Benton and Washington Counties, as previously discussed, are Bentonville and Fayetteville, respectively. These two cities are some 20± minutes apart via I-49.

County government in each county is under the direction of the County Judge and Quorum Court. Other elected county officials include the County Clerk, Circuit Clerk, Collector, Assessor, Treasurer, Sheriff, Coroner, etc.

Property taxes in Arkansas are collected at the county level and distributed to the counties, cities, and school districts. In Arkansas, all real property, except agricultural land, is to be appraised at market value. Agricultural land is valued based upon soil class productivity. The appraised value is multiplied by a 20% assessment ratio to arrive at the assessed value. The assessed value is then multiplied by the appropriate millage rate to arrive at the annual property tax. However, in 2001, a tax relief act was passed in Arkansas, which limits the annual increase in property tax from the base year. A new term was created, called Taxable Value. Taxable Value is now multiplied by the applicable millage rate to arrive at the annual real estate tax. The annual property tax is due by October 15th in the year after it is levied. Individual property taxes in Benton and Washington Counties have generally increased over the last several years due to continuing reappraisal; however, it should be noted that both Benton and Washington Counties made adjustments in real estate appraised values for property tax purposes due to the recent "Great Recession."

Benton County does not have county zoning at the present time. Washington County; however, passed an ordinance introducing zoning regulations to unincorporated parts of Washington County. This zoning ordinance became effective in December of 2007. This zoning is enforced by the Washington County Planning Board. The major cities in the area also have zoning regulations. There are no adverse legislative restrictions on the use and development of real property in the area. However, it should be noted that some of the cities in Benton and Washington Counties have established Overlay Districts which place limitations on development of lands within the established districts.

Benton and Washington Counties are considered to have adequate medical, school, lodging, and religious facilities to service the Trade Area.

The following table reflects area schools' enrollments for the previous years:

Area School Enrollment	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013
Fayetteville Public Schools	8,566	8,838	9,017	9,142	9,421
Springdale Public Schools	18,188	18,810	19,381	20,141	20,547
Rogers Public Schools	13,774	14,145	14,145	14,454	14,757
Bentonville Public Schools	13,701	14,147	14,144	14,893	15,114
University of Arkansas – Fayetteville	19,849	23,199	23,199	23,199	24,537
Northwest Arkansas Community College Rogers/Bentonville	8,006	8,365	8,528	8,341	8,020
John Brown University – Siloam Springs	2,073	2,130	2,130	2,130	2,183

Source: Schools' Administration Offices

There are also private church schools in operation in the two-county area, as well as charter schools. There are a total of five charter schools in Benton and Washington Counties, with additional schools planned. Fall 2013 enrollment at the area charter schools was reported at 2358.

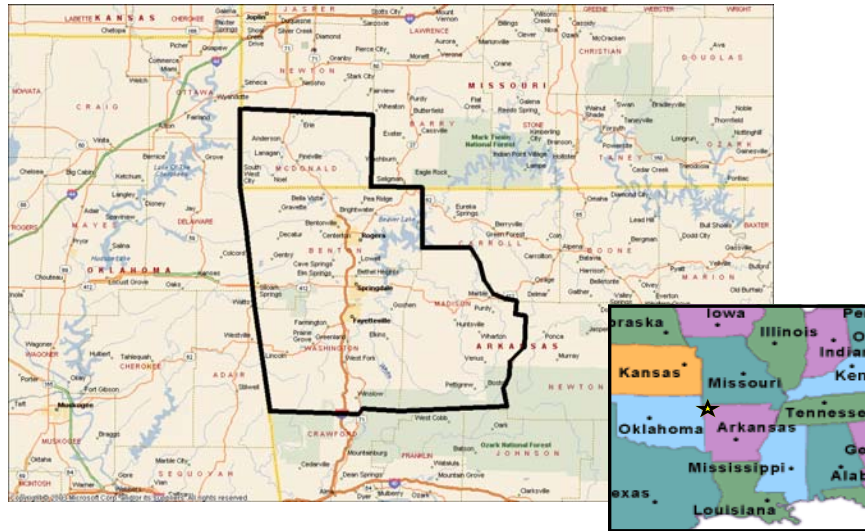
Public utilities available in the rural areas of Benton and Washington Counties include electricity and telephone service. Natural gas and public water are also available in certain areas. Public sewer is available in the major cities and in some of the smaller communities.

Overall, governmental forces in the area provide a positive effect on real property values. Lack of public water and sewer in certain rural areas is a drawback. However, the Two Ton Water Project and Benton-Washington County Water Authorities are addressing rural water needs in the two counties.

Environmental Forces: Both natural and man-made environmental forces influence real property values. Environmental forces include climatic conditions, topography and soil, natural barriers to future development, primary transportation systems, and the nature and desirability of the immediate area surrounding a property.

The two-county area has relatively warm summers and mild winters. High temperatures in summer are often accompanied by high humidity. The average daily temperature is about 57 degrees. Each year there are about 58± days when temperatures go above 90 degrees and typically only a few days when temperatures drop to freezing or below; however, the past few years have seen cold extremes where the temperature has dropped below freezing on several days. The area has an average of 4 to 5± inches of snow annually, although the past few years have also exceeded this. Rainfall averages around 45± inches annually.

The following map illustrates the relationship between the cities and counties of the MSA (the four-county MSA is outlined in black):



The area is part of the Ozark Highlands. In Benton County, topography ranges from broad plains and rolling hills in the western and central parts to rocky, rough, steeper hills in the east. Much of the eastern one-third of the county is covered by Beaver Reservoir. The elevation increases from west to east and ranges from 1,000± to 1,700± feet above sea level. The elevation of Washington County also varies from 1,000± to 1,700± feet. In general, the topography of Washington County is rough along the western, eastern, southern, and northwestern boundaries. Extending through the heart of the county, from the Oklahoma line to the City of Springdale, is a plateau-like area consisting of rolling, reasonably level land. The City of Fayetteville, located in the edge of the Boston Mountain Range, is quite hilly. Soil and subsoil conditions within the two counties range from fair to good for agricultural purposes.

There are natural barriers to real property development in the area. These consist primarily of mountainous regions, rivers, etc. However, many of these barriers have a positive effect on agricultural usage.

The primary transportation routes in the two counties are I-49 and U.S. 71B (north-south) and U.S. 412 (east-west). From Fayetteville north to Bella Vista, I-49 provides divided highway access. South from Fayetteville, I-49 provides divided highway access to Interstate 40 at Alma. U.S. 71 south from Fayetteville was made a Scenic Byway in 1998. Divided highway access is now available from the region to Fort Smith to the south via I-49/40 and to Little Rock to the southeast via I-49/40. Also, U.S. 412 provides divided highway access from Tontitown westerly to Siloam Springs near the Oklahoma State Line. Divided highway access is available westerly from the region to Tulsa, Oklahoma. U.S. 71B, I-49 and U.S. 412 are each heavily traveled traffic arteries. U.S. 71B traverses Fayetteville, Springdale, Rogers, Bentonville, and Bella Vista. U.S. 412 traverses Springdale, Tontitown, and Siloam Springs. Construction on a new phase of U.S. 412 east of Springdale was completed in 2001. U.S. 412 is now 5 lanes or divided highway from U.S. 71B east to just east of the small community of Hindsville. Construction is

near complete for an extension of the U.S. 412 divided highway to the east to near Huntsville. U.S. Highway 62 and State Highway 16 in Washington County also provide east-west access, as do State Highways 12, 102, and 264 in Benton County. In addition, there are other state highways as well as county roads providing adequate access throughout the area. Proposed major highway construction in the two-county area includes a Bella Vista Bypass and a northern Springdale Bypass. With respect to the northern Springdale Bypass, it appears that the segment of the highway west of I-49 (between I-49 & U.S. 412) will be constructed prior to the segment east of I-49. The timing of completion of the Bella Vista Bypass and the west segment of the northern Springdale Bypass is not known. It should be noted that construction of additional lanes to I-49 is also proposed in Benton and Washington Counties. Finally, several of the cities in the region are in the process of improving/constructing new transportation routes within their municipalities.

A new airport for the region opened in November 1998. The Northwest Arkansas Regional Airport (XNA) is located near the small community of Highfill in the northwest part of the region. Total construction cost was estimated near \$109± million. Some 2,185± acres were involved. There are two runways, both 8,800± feet in length by 150'± in width. There is also a 75' x 8,800± taxiway. The terminal building was indicated initially near 69,000± square feet in size; however, has been expanded adding a new terminal. The new terminal reportedly cost \$20-25 million, and allowed parking space for twelve additional planes. The addition reportedly added 51,000± SF of building area. Direct flights are now available to many of the major MSA's across the country. In 2012, the airport served some 1,135,023± passengers. Through November 2013, the airport is reported to have served 1,069,198 passengers. A new transportation route to the airport is also projected. This new route is to run northwesterly from the west segment of the northern Springdale Bypass. The new route will likely intersect the northern Springdale Bypass near State Highway 112 (north-south route). State Highway 264 currently provides access to the south entrance to the airport, while State Highway 12 provides access to the north entrance. Growth has occurred toward the airport, especially along State Highway 12 from Bentonville. The airport has exceeded initial projections on the number of people utilizing the facility.

The two-county area is reasonably well located and is within relatively short driving times of major metropolitan areas. Driving time to Tulsa is less than 2± hours, to Little Rock is 2.5-3± hours, and to Kansas City is 3-4± hours.

Environmental forces, for the most part, are considered favorable for real property development in the area.

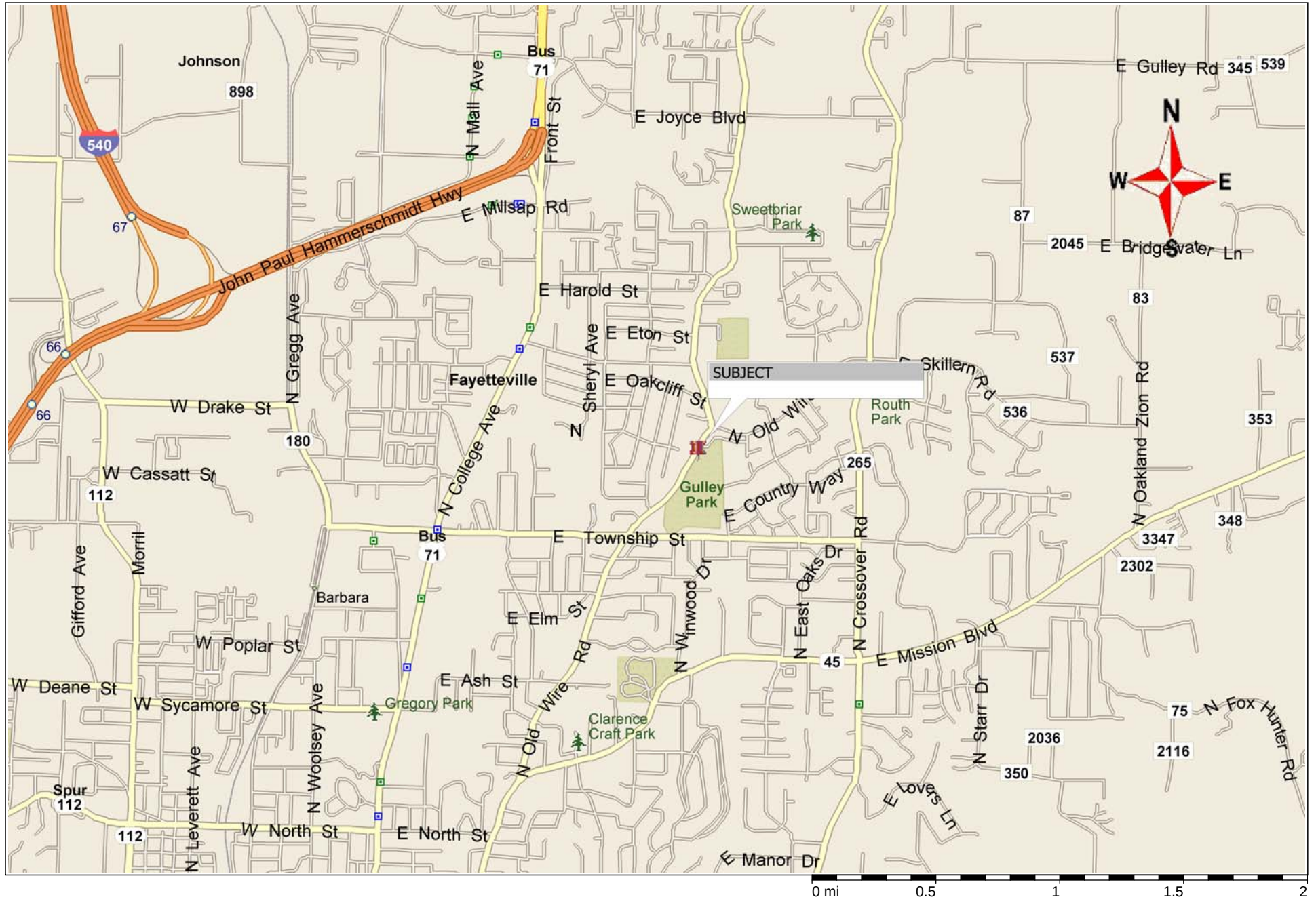
CONCLUSIONS

Each of the major forces affecting real property values has been discussed in this section. The conclusion is that these forces appear, basically, to favorably influence real property values in the area with the possible exception of current economic conditions. The trend in Benton and Washington Counties, overall, had been upward through 2005 and into 2006. The long-term outlook is still considered good; however, currently the real estate market in the two-county area, particularly the commercial sector, is in a correction period. This correction period is the result of excessive supply brought to the market in the 2003 to early 2006 time period, and has been prolonged by the slow improvement in overall economic conditions. Oversupply problems first became evident in the single-family and professional office sectors of the market. The professional office sector still faces oversupply issues; however, conditions have continued to improve since late 2011. The single-family residential sector also experienced improvement in 2012 and 2013, and appears now to be on the upswing. The Class “A” retail sector had been the strength of the commercial market through the first half of 2008; however, vacancy rates increased during the second half of the year and, as economic conditions continued to deteriorate, remained at higher than desired levels through 2009, 2010, 2011, and 2012. It should be noted; however, that the retail sector has shown continued slow improvement since 2010. The multi-family residential sector had been very healthy in the Northwest Arkansas Area for several years. As a result of the introduction of substantial new product, the multi-family sector experienced increasing vacancy rates in 2007. Higher than norm vacancy levels continued through 2008, 2009, and 2010. However, significant improvement has occurred in the multi-family residential sector since mid 2010. This sector of the real estate market was the first to rebound from the “Great Recession”. Finally, the majority of industrial growth has been limited to the expansion of existing industries. There is also substantial vacancy in the office/warehouse sector of the real estate market in Benton and Washington Counties at the present time; however, this sector of the market has also improved since late 2011.

The Benton-Washington County Area continues to experience a favorable interest rate environment, which is a positive demand indicator. In addition, year on year non-farm employment numbers reflect good positive growth. Employment obviously impacts population growth. The latest census figures are through 2010. At that time the Fayetteville-Springdale-Rogers MSA reflected a total population of 465,780. The unemployment rate for the Fayetteville-Springdale-Rogers MSA remains favorable relative to the national and state levels. The December 2013 unemployment rate for the MSA was reported at 4.9%. For December 2013, the State of Arkansas reported an unemployment rate of 7.2%. The Bureau of Labor Statistics reported the United States unemployment rate at 6.5% for December 2013. These represent non-seasonally adjusted rates.

The current correction period in the Benton-Washington County real estate market is expected to continue in 2014. As previously stated, the long-term outlook for the Northwest Arkansas Area is considered good.

Market Area Map



MARKET AREA

Market Area is defined as:

“The area associated with a subject property that contains its direct competition.”³

The subject property is located along the southeast side of North Old Wire Road, just southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County. The physical addresses of the homesites are indicated to be 2634 & 2648 North Old Wire Road. The subject site is situated adjacent to the north/northeast of Gulley Park. Fayetteville, the Washington County Seat, had a 2010 population of 73,580±, according to the U.S. Census Bureau. The City of Springdale is located just to the north of Fayetteville and had a 2010 population of 70,747±. Fayetteville and Springdale lie within Washington County; the extreme northern portion of Springdale extends into Benton County. The indicated 2010 populations of Washington and Benton Counties were 203,065± and 221,339±, respectively. Washington, Benton, and Madison Counties, in Arkansas, and McDonald County, in Missouri, comprise the Fayetteville-Springdale-Rogers MSA (FSR MSA). The 2010 population of the MSA was approximately 465,780±. The May 2014 unemployment rate for the Fayetteville-Springdale-Rogers MSA was indicated to be 4.9% (preliminary, not seasonally adjusted).

The Market Area appears to consist of properties located south of East Joyce Boulevard, west of North Crossover Road (State Highway 265), north of East Mission Boulevard (State Highway 45), and east of North College Avenue (U.S. Highway 71B). The Market Area is considered to be near 80%± built-up.

Each of the Market Area boundaries represents a primary roadway. East Joyce Boulevard represents a five-lane roadway that runs in an east-west direction in the northern part of the Market Area. East Mission Boulevard (State Highway 45), also runs in a generally east-west direction in the southern part of the Market Area. East Mission Boulevard alternates between two and three lanes. North College Avenue (U.S. Highway 71B) and North Crossover Road (State Highway 265) represents four to five lane roadways in the western and eastern parts of the Market Area, respectively. Interstate 49 is the principle traffic artery serving the F-S-R MSA, and is situated just west of the Market Area. It should be noted that Interstate 49 was recently known as Interstate 540; however, I-540 was rededicated as I-49. Access to I-49 is available in the northwest part of the Area. The City of Fayetteville recently completed construction of a “fly over” that connects North College Avenue to the Fulbright Expressway. Construction of this project began in 2013, and was completed in early July 2014. Plans have been submitted for development of a Whole Foods grocery store located along the west side of North College Avenue, just south of the “fly over.” The plans call for a 35,500± SF grocery store, along with two other smaller retail buildings to be constructed on the 6.6± acre site. The site is currently improved with a former automobile dealership building that has been vacant for several years. The exact timeline for this project is unknown.

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal – Fifth Edition*, (Chicago: Appraisal Institute, 2010), P. 121.

The predominant property uses in the Market Area are residential and special-purpose in nature. Both uses are primarily situated along secondary roadways; however, are also situated along/near primary roadways. The majority of residential uses in the Market Area are older; however, there is some evidence of new residential development in the Market Area. A recently completed subdivision, known as “Cottages at Old Wire”, is located along the east side of Old Wire Road, just north of East Mission Boulevard. This subdivision addresses the \$270,000 to mid \$300,000’s home price range. This subdivision is located adjacent to the north of Clarence Craft Park. Clarence Craft Park is a 4.75± acre park that includes a gazebo, picnic area, and water feature. There are also some multi-family residential uses in the Market Area. Special-purpose uses include religious facilities, schools, public parks, Paradise Valley Athletic Club, etc. Gulley Park is the largest public park in the Market Area. The park consists of 27± acres and includes a 1.5± mile multi-use trail, playgrounds, gazebo, pavilion, restrooms, picnic area, etc.

Commercial development is situated along each of the primary roadways in the Market Area, especially North College Avenue and East Joyce Boulevard. The Northwest Arkansas Mall is located just northwest of the Market Area along the west side of North College Avenue, just North of East Joyce Boulevard. Commercial development located along East Joyce Boulevard in the Market Area includes professional and medical offices, retail strip centers, restaurants, bank branches, etc. North College Avenue has similar types of commercial development; however, this area of development is considered to be somewhat older. Another area of significant commercial development in the Market Area is the intersection of East Mission Boulevard and North Crossover Road. This area includes several commercial properties including: a Wal-Mart Neighborhood Market, Walgreens’, First Federal Bank Branch, Arvest Bank Branch, Firestone Tire Center, Harp’s Grocery Store, restaurant uses, c-stores, etc.

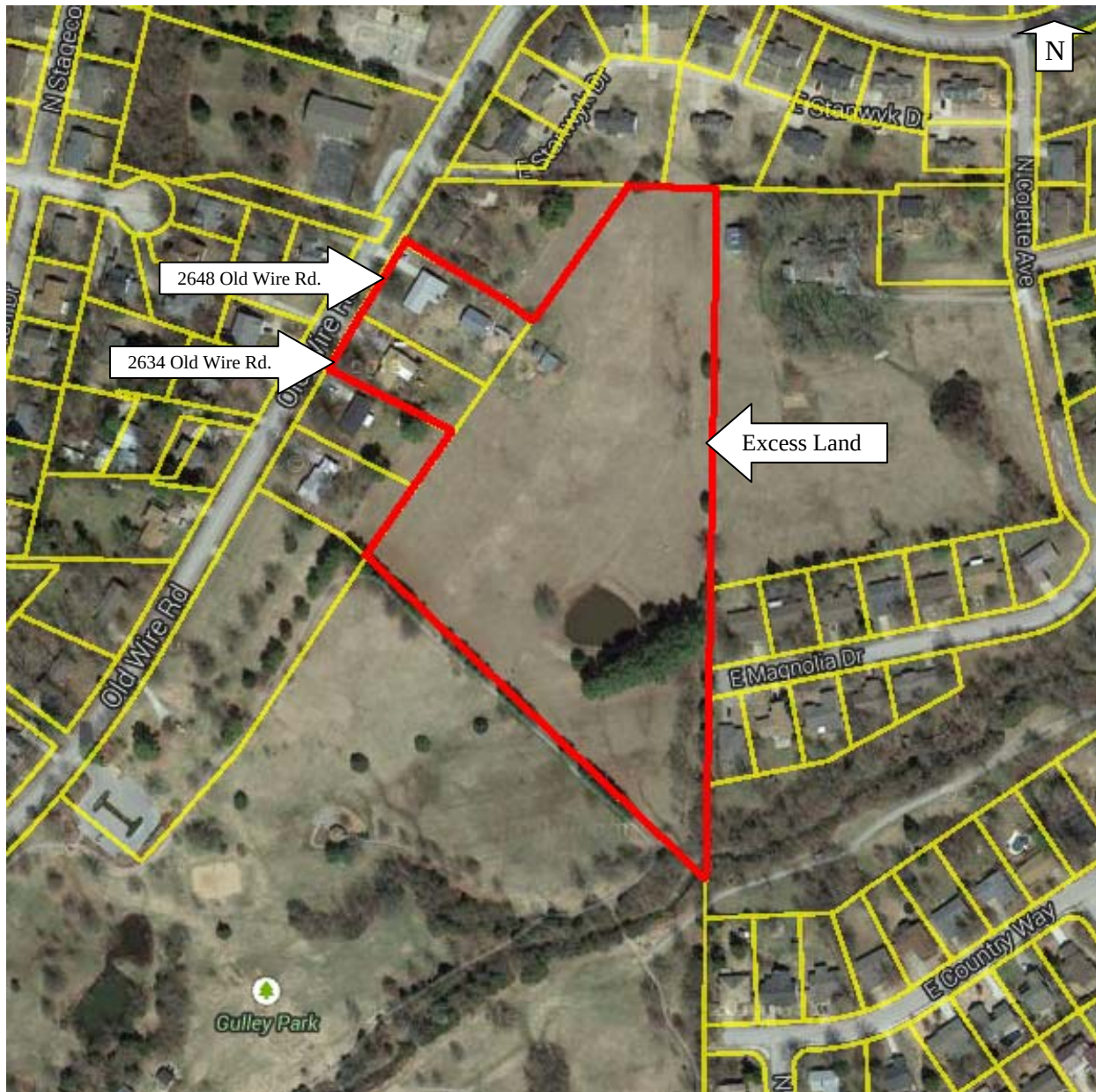
The topography of the Market Area is undulating/near level to gently rolling/sloping, for the most part. Soil and subsoil conditions are not generally considered adverse to building construction. Portions of the Market Area are situated within the 100-Year Flood Zone. Overall, drainage is considered adequate.

Utilities available in the Market Area include public water and sewer, electricity, natural gas, cable television/communications, and telephone service.

The Market Area is in the growth stage of its life cycle; however, growth has slowed significantly since the late 2006/early 2007 time period. The Northwest Arkansas real estate market remains in a correction period, particularly the commercial sector, due to oversupply issues which occurred in the mid part of the past decade. The correction period was prolonged by slow improvement in overall economic conditions. New construction virtually came to a halt, with the exception of special-purpose projects, and this continued through the “Great Recession.” Property values in every sector of the market started downward, and continued downward through mid-2010, and even into 2011 for some areas. It should be noted there are definite signs of improvement in overall economic conditions. Total non-farm employment in the Fayetteville-Springdale-Rogers MSA is actually at a higher level as of the effective date of this report than in the 2006 time period. The Fayetteville-Springdale-Rogers MSA has the lowest unemployment rate of all MSA’s in the State of Arkansas. The multi-family sector became the first sector to rebound, and is showing good strength at the present time. The single-family sector has slowly

followed, with significant improvement visible in 2012 and 2013. There have also been some positive signs in the commercial sector (declining vacancy rates and some new development); however, the commercial sector as a whole is still lagging. There is still a significant amount of Other Real Estate Owned (OREO) being held by financial institutions in Northwest Arkansas. With the on-going improvement in the residential sector in Northwest Arkansas, the commercial sector is expected to continue to slowly improve. The correction period for the commercial sector is expected to last through 2014, and possibly beyond. The Market Area is considered well located in the eastern part of Fayetteville. The physical characteristics of the Market Area are considered adequate for development. Overall, the outlook for the Market Area is considered positive.

AERIAL VIEW OF SUBJECT



*Red lines represent approximate boundaries of the subject whole property.

DESCRIPTION OF SITE

AREA/DIMENSIONS/SHAPE: The subject consists of approximately 10.95± acres (ACS), or 476,982± square feet (SF), of land area; this is based on Assessment Records. As discussed in the “Identification of Subject” section, the legal descriptions indicate different land sizes; however, there appears to be some discrepancies with the legal descriptions. The land sizes indicated by Assessment Records appear to be a more accurate representation of the actual subject land size, and are relied upon for the purposes of this report. An Extraordinary Assumption of this report is that the land sizes are as indicated. A Survey Plat of the subject property is recommended to confirm the reasonableness of this Assumption. The subject land area is allocated as follows: 2634 North Old Wire Road- 0.50± acre (AC); 2648 North Old Wire- 0.75± AC; and, excess land- 9.70± ACS. Dimensions of the subject site, starting in the southwest corner of the site and moving in a clock-wise direction, are approximately as follows: 244.9'± (NE) x 210.4'± (NW) x 251.7'± (NE) x 221.8'± (SE) x 245.1'± (NE) x 217.7'± (E) x 1,190.5'± (S) x 855.4'± (NW). The dimensions were obtained from the Washington County GIS Parcel Map, and represent estimates of the subject boundaries. The subject site has an irregular “L” shape, overall. Each of the subject homesites is considered to be near rectangular in shape. An illustration of the subject site can be found on the Aerial presented on the preceding page.

FRONTAGE/ACCESS: The subject site has approximately 251.7'± of frontage along the southeast right-of-way of North Old Wire Road in the northwest part of the site (homesites); the frontage is considered near road grade. North Old Wire Road represents a two-lane, secondary roadway through the Market Area. There is a drainage ditch located along the North Old Wire Road frontage. The subject site has additional frontage along the west right-of-way of the Magnolia Drive cul-de-sac in the southeast part of the site (excess land); this frontage is also considered near road grade. As of the effective date of this report, vehicular access to the subject site is not available via Magnolia Drive. Finally, the subject site has approximately 855.4'± of frontage along Gulley Park; this represents the southwest boundary of the site. Visibility of the subject site is considered average.

TOPOGRAPHY/SOILS/DRAINAGE: The topography of the subject site is undulating/near level to gently sloping, overall. Each of the homesites is undulating/near level near the dwellings; however, slope downward gently from east to west some 2-3'± west of the dwellings towards North Old Wire Road. The subject excess land slopes downward gently generally in a north to south direction. The highest elevations in the northern part of the site are near 1,350'± and the lowest elevations are in southern part of the site are near 1,320'±. The subject acreage is cleared, for the most part, with some trees along the North Old Wire Road frontage and also in the southeast part of the site. There is a former wet weather pond in the southern part of the site; however, the selling broker indicated the pond has been dry for a significant period of time. Approximately 0.3± AC in the extreme southern part of the subject site (excess land) is located within the 100-Year Flood Zone “AE”. Soil and subsoil conditions are assumed to be adequate

for building construction; however, a soil test report on the site has not been examined. Building improvements are located on the subject site, and nearby sites. Please see the Flood Zone Map appearing in the Addenda. Overall, site drainage is assumed to be adequate.

STREET IMPROVEMENTS:

Sidewalks	-	☐ Yes	☒ No
Curbs	-	☐ Yes	☒ No
Street Paving	-	☐ Concrete	☒ Asphalt
On-Site Parking	-	Asphalt/Gravel	
Off-Site Parking	-	None	

UTILITIES:

Water System	-	☒ Public	☐ Commercial	☐ Individual
Sewer System	-	☒ Public	☐ Commercial	☐ Individual
Gas	-	☒ Yes	☐ No	
Electric	-	☒ Yes	☐ No	

DISCUSSION OF ECONOMIC

INADEQUACIES:

As stated previously in this report, the real estate market in Northwest Arkansas remains in a correction period, particularly the commercial sector, due to oversupply issues that occurred in the mid-part of the past decade. Slow improvement in economic conditions prolonged the correction period; however, national and local economic conditions have improved over the recent past and continued improvement is expected. This has resulted in significant improvement in the overall residential sector. However, the commercial sector is still lagging. The correction period for the commercial sector is expected to last through 2014, and possibly beyond.

EASEMENTS OR ENCROACHMENTS ON SITE: Typical utility easements are believed to be situated along the boundaries of the subject site. The City of Fayetteville Utility Map indicates a 6" sewer line runs along the northwestern boundary of the subject excess land; this also represents the southeastern boundary of the homesites. No adverse easements or encroachments were noted on the property inspection; however, a Survey Plat of the subject site was not provided to the appraiser.

ENVIRONMENTAL CONTAMINATION/HAZARDS: There are many materials that can be considered as hazardous. When these materials are present at or near a property, a property can be categorized as contaminated. This can potentially affect the value and/or marketability. Some examples of hazardous materials include mold, asbestos, PCPs and radioactive waste. Hazardous conditions are often in the form of soil or water contamination, and are rarely detectable without testing by a qualified expert. The existence of potentially hazardous material or contaminated conditions present at the subject or adjoining properties was not observed by us; nor do I have knowledge of the existence of such materials or conditions on or near the property being appraised.

However, I am not professionally qualified to detect such substances or situations. I have made my appraisal subject to the assumption that there are no environmental problems or concerns related to the subject or nearby properties. An expert in this field may be required to confirm the reasonableness of this assumption. Please see the Extraordinary Assumptions previously presented.

CONCLUSIONS: The subject site relates reasonably well to its surroundings and is considered to be functionally adequate for certain types of residential and/or special-purpose uses.

ZONING

The subject property is zoned RSF-4 (Residential Single-Family- Four Units Per Acre) by the City of Fayetteville. According to the Zoning Ordinances published by the City of Fayetteville:

“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.”

Permitted uses in the RSF-4 district include: city-wide uses by right; single-family dwellings; and, accessory dwellings. Various conditional uses, including utility facilities, cultural and recreational facilities, government facilities, etc. are outlined in the Zoning Ordinances. The indicated maximum density of the RSF-4 district is four units per acre; and, the minimum lot size is 8,000 square feet (0.18± acre). The minimum lot width is indicated to be 70 linear feet. Discussions with the City of Fayetteville Fire Marshal’s office indicated that subdivisions with 30± or more lots are required to have two points of ingress/egress. Based on the zoning requirements the subject excess acreage (9.7± ACS) could have a maximum of 38± lots; however, it would be difficult to achieve the maximum density allowance on the subject excess land. The City of Fayetteville Planning Department indicated subdivisions typically achieve just over 50% of the maximum density allowance, which would indicate approximately 20-25± lots for the subject excess acreage. Therefore, it is my opinion the subject excess land would not need a second point of ingress/egress. Please see the Extraordinary Assumptions previously presented.

The present use of the subject property is assumed to be legal and permissible. Possible future uses of the subject excess land include residential and special-purpose uses.

ASSESSMENT AND TAX

The subject consists of three parcels in Washington County. The following information was obtained through Washington County Assessment Records:

Parcel No.	Acreage Size±	Appraised Value (2014)	Taxable Value (2014)	Estimated Taxes (2014)
765-16080-000	9.70	\$ 2,200	\$ 440	\$ 23.65
765-16092-000	0.75	\$168,000	\$19,403	\$ 692.91*
765-16095-000	<u>0.50</u>	<u>\$135,700</u>	<u>\$27,140</u>	<u>\$1,458.78</u>
Totals	10.95	\$305,900	\$46,983	\$2,175.34

**Estimated taxes less the \$350 homestead tax credit*

Based on Assessment Records, the total Appraised Value of the subject is \$305,900; approximately \$98,450 is attributable to land value. The total Taxable Value is \$46,983. Based on the most recent Ad Valorem Millage Rates published by the Washington County Tax Assessor, the estimated 2014 taxes for the subject property, due by October 15, 2015, are \$2,175.34. The 2013 real estate taxes, which are due by October 15, 2014, are also indicated to be \$2,175.34.

There are no known private use restrictions encumbering the subject property. To my knowledge, there are no special assessments in connection with the subject; the property is located in the Fayetteville School District.

2634 NORTH OLD WIRE SKETCH

File No 5301

SUBJECT

2634 NORTH OLD WIRE SKETCH

AREA CALCULATIONS

Property Address 2634 Old Wire Road

City Fayetteville

County Washington

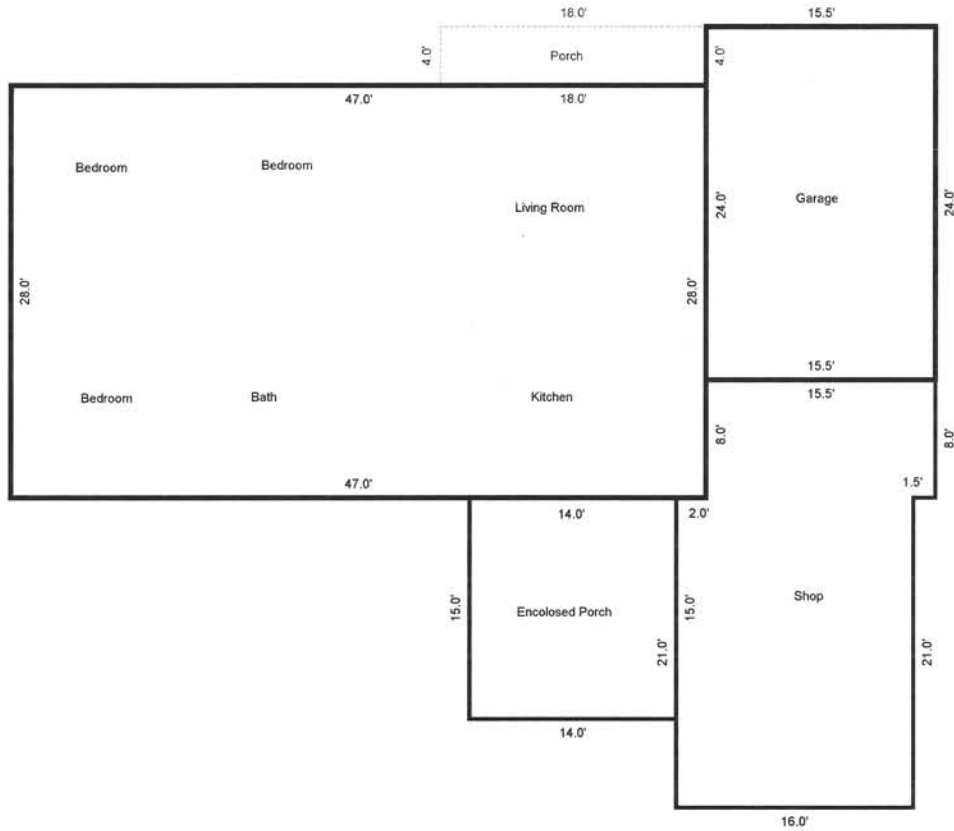
State Arkansas

Zip

Borrower N/A

Lender/Client City of Fayetteville

Appraiser Name Reed & Associates, Inc.



Scale: 1 = 13

AREA CALCULATIONS SUMMARY

Code	Description	Size	Net Totals
GLA1	First Floor	1316.00	1316.00
P/P	Porch	72.00	72.00
GAR	Garage	372.00	372.00
OTH	Shop	460.00	
	Enclosed Porch	210.00	670.00
TOTAL LIVABLE (rounded)			1316

LIVING AREA BREAKDOWN

Breakdown	Subtotals
First Floor	
28.0 x 47.0	1316.00
1 Calculation Total (rounded)	1316

2648 NORTH OLD WIRE SKETCH

File No 5301

SUBJECT

Property Address 2648 Old Wire Road

City Fayetteville

County Washington

State Arkansas

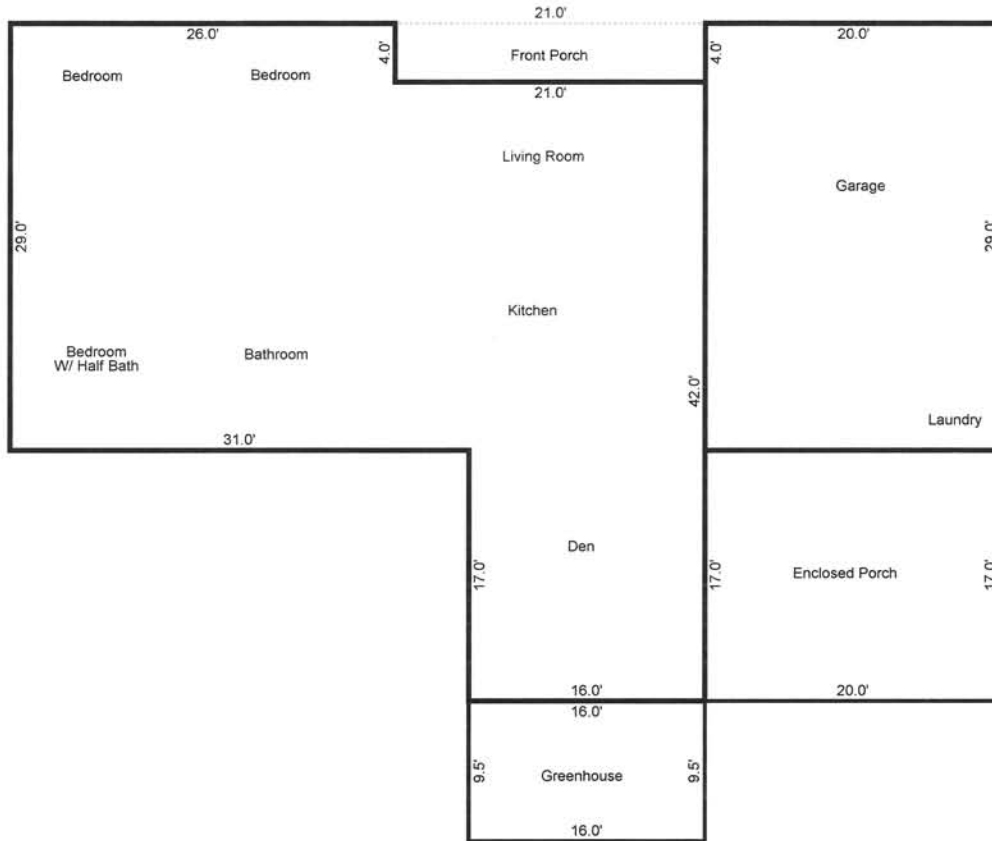
Zip

Borrower N/A

Lender/Client City of Fayetteville

Appraiser Name Reed & Associates, Inc.

2648 NORTH OLD WIRE SKETCH



Scale: 1 = 13

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Size	Net Totals
GLA1	First Floor	1551.00	1551.00
P/P	Porch	84.00	84.00
GAR	Garage	580.00	580.00
OTH	Enclosed Porch	340.00	
	Greenhouse	152.00	492.00
TOTAL LIVABLE (rounded)			1551

LIVING AREA BREAKDOWN

Breakdown	Subtotals
First Floor	
26.0 x 29.0	754.00
16.0 x 42.0	672.00
5.0 x 25.0	125.00
3 Calculations Total (rounded)	1551

DESCRIPTION OF IMPROVEMENTS

The subject property is improved with two single-family residential dwellings, and related site improvements. The dwelling situated at 2634 North Old Wire Road consists of approximately 1,316± square feet (SF) of living area, while the dwelling situated at 2648 North Old Wire Road consists of approximately 1,551± square feet (SF) of living area. Each of the subject dwellings vary with respect to property characteristics and will, therefore, be discussed separately.

The dwelling situated at **2634 North Old Wire Road** consists of approximately 1,316± square feet (SF) of living area. In addition, this homesite includes a 372± SF attached garage, 460± SF attached shop, and 210± SF enclosed porch. Site work consists of excavation, fill, and preparation. The foundation is a reinforced concrete block perimeter crawl space, with a wood floor structure. The dwelling represents Class “D”, wood frame construction. The exterior is brick veneer, with composition shingle roof cover. The layout of this dwelling includes three bedrooms, one bathroom, a living room, kitchen, laundry room, and storage closet. Kitchen appliances include an oven, range, and refrigerator. The interior finish includes: wood and carpet floor cover; painted gypsum board and wood panel wall cover; and, painted gypsum board ceilings. The plumbing system is assumed to be adequate for the present use. The dwelling utilizes central heat/air conditioning systems. The electrical system is assumed to be adequate for the present use. Wall and ceiling insulation was noted throughout the dwelling. Based on Assessment Records, this dwelling was originally constructed in 1963±. The dwelling has received minimal updates since its original construction, and is considered “dated” in appearance. This dwelling is considered to be in fair to average condition, overall. External obsolescence is indicated due to current market conditions in the Northwest Arkansas real estate market, as well as overall economic conditions. No functional obsolescence is indicated. The overall effective age of the dwelling, in my opinion, is approximately 40± years. This includes physical deterioration and external obsolescence. The remaining economic life is projected to be 15± years, based on a 55-year economic life.

The dwelling situated at **2648 North Old Wire Road** consists of approximately 1,551± square feet (SF) of living area. In addition, this homesite includes a 580± SF attached garage, 340± SF enclosed porch, and 152± SF attached greenhouse. Site work consists of excavation, fill, and preparation. The foundation is a reinforced concrete block perimeter crawl space, with a wood floor structure. The dwelling represents Class “D”, wood frame construction. The exterior is brick veneer, with composition shingle roof cover. The layout of this dwelling includes three bedrooms, one bathroom, one half bathroom, a living room, den, kitchen, and storage closet. The laundry room is located in the garage. Kitchen appliances include an oven/range combination, built-in microwave, dishwasher, and refrigerator. The interior finish includes: wood, carpet, and tile floor cover; painted and wall papered gypsum board wall cover; and, painted gypsum board ceilings. The enclosed porch has aggregate flooring. The plumbing system is assumed to be adequate for the present use. The dwelling utilizes central heat/air conditioning systems. The enclosed porch is heated and cooled by a wall unit. The electrical system is assumed to be adequate for the present use. Wall and ceiling insulation was noted throughout the dwelling. Based on Assessment Records, this dwelling was originally constructed in 1961±. Discussions

with the property owner indicated the dwelling was updated in the early 1990's. This dwelling is considered to be in average to good condition, overall. External obsolescence is indicated due to current market conditions in the Northwest Arkansas real estate market, as well as overall economic conditions. No functional obsolescence is indicated. The overall effective age of the dwelling, in my opinion, is approximately 28± years. This includes physical deterioration and external obsolescence. The remaining economic life is projected to be 27± years, based on a 55-year economic life.

The dwelling situated at 2634 North Old Wire Road is accessed via an asphalt paved drive, while the dwelling situated at 2648 North Old Wire Road is accessed via a gravel paved drive. A 1,200± square foot (SF) metal shop building is located behind the dwelling located at 2648 North Old Wire Road. The shop building has concrete floors, two- 8' manual overhead doors, electricity/plumbing, and is insulated. The shop building includes a 2-fixture restroom, and has wall heat and air units. In addition, there is a built-in vacuum system in the shop building. Discussions with the property owner indicated the "shop" building was originally constructed 15± years ago; the shop building is considered to be in average condition. Other site improvements include: 238± SF wood storage building; 529± SF wood lean-to agricultural building; well house; landscaping; garden; water feature; agricultural, chain link, and PVC fencing; etc.

HISTORY

As of the effective date of this report, subject property was under the ownership of Allen & Mary L. Dunn. The 9.7± acres (ACS) representing the subject excess land transferred to this ownership on April 27, 1973, via a Warranty Deed filed at Book 93/Page 19847 in the Washington County Circuit Clerk's office. Revenue stamps affixed to the deed are not entirely legible. The Grantors were Fred and Floy Gulley. The dwelling situated at 2648 North Old Wire Road transferred to this ownership on June 22, 1959, via a Warranty Deed filed at Book 526/Page 444 in the Washington County Circuit Clerk's office. Revenue stamps affixed to the deed are not entirely legible. The Grantors were also Fred and Floy Gulley. Finally, the dwelling situated at 2936 North Old Wire Road transferred to this ownership on May 20, 1993, via a Warranty Deed filed at Book 93/Page 27263 in the Washington County Circuit Clerk's office. No revenue stamps were affixed to the deed. The Grantor was Allen Dunn.

The subject is currently listed for sale by Bassett Mix & Associates. The list price is indicated to be \$1,200,000 for the whole property. The listing broker indicated the property owners are not interested in sub-dividing the property. Based on a document provided by the listing broker, the property owners offered to sell the property for \$1,100,000 to the City of Fayetteville for expansion of Gulley Park. The terms of the offer were a down payment of \$450,000, with the remaining \$650,000 being paid over 5-years with 4.0% interest. A copy of the offer letter is presented in the Addenda. The listing broker indicated several local developers have expressed interest in purchasing the property; however, details pertaining to these discussions were not disclosed to the appraiser. The listing broker indicated an out of state developer has made a "full price" offer to purchase the subject property; however, the listing broker declined to provide a written copy of this offer. The listing broker did indicate that each of the potential buyers has

expressed interest in razing the improvements situated at 2634 North Old Wire Road to provide better access to the subject excess land.

No sales or transfers involving the subject property were noted in the three-year period of time preceding the effective date of this report. The subject is not under contract to sell, to my knowledge.

Based on Assessment Records, the dwelling located at 2634 North Old Wire Road was originally constructed in 1963±. The dwelling has received minimal updates since its original construction, and is considered “dated” in appearance. Based on Assessment Records, the dwelling located at 2648 North Old Wire Road was originally constructed in 1961±. Discussions with the property owner indicated this dwelling was updated in the early 1990’s.

PART III - ANALYSIS OF DATA AND OPINIONS OF THE APPRAISERS

HIGHEST AND BEST USE AND IMPROVEMENTS ANALYSIS

The definition of highest and best use is as follows:

“The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”⁴

In estimating Highest and Best Use, the appraiser goes through essentially four stages of analysis:

1. **Physically Possible** - To what uses is it physically possible to put the site in question?
2. **Legally Permissible** - What uses are permitted by zoning and deed restrictions on the site in question?
3. **Financially Feasible** - Which possible and permissible uses will produce any net return to the owner of the site?
4. **Maximally Productive** - Among the financially feasible uses, which use will produce the highest net return or the highest present worth?

Highest And Best Use “As Vacant”

Physically Possible

The subject site consists of approximately 10.95± acres of land area. The shape of the subject site is irregular, overall. Dimensions are considered adequate for building development. The topography of the subject site is undulating/near level to gently sloping, overall. The subject site is cleared, for the most part, with some trees along the North Old Wire Road frontage and also in the southeast part of the site. The subject site has vehicular access/frontage along the southeast right-of-way of North Old Wire Road in the northwest part of the site; this frontage is considered near road grade. There is a drainage ditch located along the North Old Wire Road frontage. The subject site has additional frontage along the west right-of-way of the Magnolia Drive cul-de-sac in the southeast part of the site; this frontage is also considered near road grade. As of the effective date of this report, vehicular access to the subject site is not available via Magnolia Drive. The southwestern boundary of the subject site has frontage along Gulley Park. Approximately 0.3± AC in the extreme southern part of the subject site is located within the 100-Year Flood Zone “AE”. All typical city utilities are located at/near the subject site.

Physically possible uses of the subject site include those within size/Flood Zone limitations.

Legally Permissible

The subject site is zoned RSF-4 (Residential Single-Family- Four Units Per Acre) by the City of Fayetteville. Permitted uses in the RSF-4 district include: city-wide uses by right; single-family

⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 93.

dwelling; and, accessory dwellings. Various conditional uses, including utility facilities, cultural and recreational facilities, government facilities, etc. are outlined in the Zoning Ordinances. The indicated maximum density of the RSF-4 district is four units per acre; and, the minimum lot size is 8,000 square feet (0.18± acre). The minimum lot width is indicated to be 70 linear feet. Discussions with the City of Fayetteville Fire Marshal's office indicated that subdivisions with 30± or more lots are required to have two points of ingress/egress. Based on the zoning requirements the subject excess acreage (9.7± ACS) could have a maximum of 38± lots; however, it would be difficult to achieve the maximum density allowance on the subject excess land. The City of Fayetteville Planning Department indicated subdivisions typically achieve just over 50% of the maximum density allowance, which would indicate approximately 20-25± lots for the subject excess acreage. Therefore, it is my opinion the subject excess land would not need a second point of ingress/egress. Please see the Extraordinary Assumptions previously presented.

The physically possible and legally permissible uses of the subject property are those within size/Flood Zone limitations, and that comply with the RSF-4 zoning requirements.

Financially Feasible

The subject property is located along the southeast side of North Old Wire Road, just southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County. The physical addresses of the homesites are indicated to be 2634 & 2648 North Old Wire Road. The subject site is situated adjacent to the north/northeast of Gulley Park. The predominant property uses in the Market Area are primarily single-family residential and special-purpose in nature. Commercial uses were noted along primary roadways in the Market Area.

Overall real estate market conditions in Northwest Arkansas have previously been discussed in this report. Basically, the multi-family residential sector was the first to rebound from the recent "Great Recession". This sector is strong at the present time; however, due to new product added, vacancy rates in some cities are beginning to creep upward slightly. The single-family residential sector has seen significant improvement over the past couple of years, and economist are predicting continued improvement through 2014. The commercial sector is seeing some improvement; however, overall, is still lagging. The correction period for the commercial sector is expected to continue through 2014, and possibly beyond.

Despite improvement in the residential sector, the overall N.W. Arkansas market still faces an over-supply of single-family lots at the present time. There has been improvement in certain price points; however, supply still exceeds demand. Developers/builders over-addressed the demand for new lots/homes during the 2003-2007 time period. Streetsmart NWA (real estate research company located in Fayetteville) tracks the status of Active and Inactive Subdivisions in the N.W. Arkansas Area. Following is a breakdown of the lot status in Benton and Washington Counties, respectively, as of the recent past:

Benton County Active Subdivision SFD Lot Status						
	Empty	Starts	Under Construction	Complete	Occupied	Total
Q4 2013	5,542	117	481	227	9,852	16,219
Q2 2013	6,010	101	514	160	9,321	16,106
Q4 2012	6,221	87	402	170	8,792	15,672
Q2 2012	6,600	95	322	119	8,357	15,493
Note: The activity of Springdale lots are all reflected in the Washington County lot status totals. If interested in the activity of Springdale lots located in Benton County, please see the Springdale active subdivision table located elsewhere in this report.						

4th Quarter 2013 Market Insight report published by Streetsmart NWA, LLC

Washington County Active Subdivision SFD Lot Status						
	Empty	Starts	Under Construction	Complete	Occupied	Total
Q4 2013	4,204	62	224	147	5,619	10,256
Q2 2013	4,350	77	251	95	5,773	10,546
Q4 2012	4,571	47	202	111	5,600	10,531
Q2 2012	4,777	67	197	84	5,429	10,554
Note: The activity of Springdale lots are all reflected in the Washington County lot status totals. If interested in the activity of Springdale lots located in Benton County, please see the Springdale active subdivision table located elsewhere in this report.						

4th Quarter 2013 Market Insight report published by Streetsmart NWA, LLC

As can be seen from the preceding tables, the number of Empty Lots decreased from Q4 2012 to Q4 2013 in both Benton and Washington Counties. The most recent quarters researched also show a decrease in the number of empty lots in both counties. Dwelling starts increased in both Benton and Washington Counties, between Q4 2012 and Q4 2013. As of the most recent quarters researched, dwelling starts also increased in Benton County while dwelling starts in Washington County decreased somewhat. These factors represent positive indicators for the Northwest Arkansas residential sector. The number of complete (but unoccupied) dwellings increased year over year since Q4 2012 in both Benton and Washington Counties. There is some concern that new home construction in recent quarters has outpaced the demand for single-family residential dwellings; this would represent a negative indicator for the Northwest Arkansas residential sector. The figures presented in the preceding exhibits pertain to Active Subdivisions (subdivisions that have experienced at least some vertical building construction; these subdivisions are considered to primarily make the market at the present time). If lots in Inactive Subdivisions (S/D's with no vertical building construction) are considered, the overall lot supply would increase substantially.

The Fayetteville market, like the rest of the Northwest Arkansas Area, faces an over-supply of single-family lots at the present time. There were 3,326± lots in Active⁵ Subdivisions in Fayetteville in Q4 2013; only 2,147± (64.5%) of which were occupied. This also indicates that there were 1,179± un-occupied lots in Active subdivisions as of Q4 2013. Gross lot absorption, or lot demand, over the past four quarters was 342± lots in Fayetteville; this is an average of approximately 85.5± lots/quarter in Fayetteville since Q4 2012. Based on Fayetteville's overall supply/demand over the latest year, a **3.5± year (1,179 ÷ 342) absorption period is indicated**. The indicated absorption period represents a significant decrease from previous quarters. It is not clear if the recent absorption rates will continue in the future at the high rates. Lot absorption

⁵ Subdivision that has experienced some vertical building construction

for Q3-Q4 of 2014 was 128± lots, while lot absorption for Q1-Q2 of 2014 was 214± lots; this obviously represents a significant decline over a short period of time. These statistics are for all of Fayetteville, and includes only those lots in Active Subdivisions. Including Inactive subdivisions would obviously increase the indicated absorption period. A breakdown of lot status with respect to subdivisions in Fayetteville as of the 4th Quarter 2013 has been retained in the appraisal file.

Historical employment data provided by the Bureau of Labor and Statistics (BLS) indicated that the FSR MSA experienced year-on-year declines in non-farm employment from May 2008 until January 2011. However, these estimates were revised in February 2011 and now show year-on-year employment growth from May 2010 to June 2011 in the MSA. There was a slight decline in year-on-year employment growth in the July-September 2011 time period; however, October 2011 through May 2014 reflected growth in year-on-year non-farm employment in comparison to October 2010 through May 2013. Overall, total non-farm employment in the Fayetteville-Springdale-Rogers MSA was actually at a higher level as of the effective date of this report than in the 2006 time period.

Area residential demand is much lower than what was experienced in the 2004 to mid-2006 time period; however, there has been some improvement in the recent past. Although supply still exceeds demand, there have been a few new residential subdivision projects started in the recent past. Most of the newer projects appear to address the \$150,000± to \$200,000 home price range. A recent article published in the Northwest Arkansas Business Journal indicated there has been some improvement in demand for the high end single-family residential dwelling home price range, as well.

The majority of residential uses in the Market Area are older; however, there is some evidence of new residential development in the Market Area. A recently completed subdivision, known as “Cottages at Old Wire”, is located along the east side of Old Wire Road, just north of East Mission Boulevard. This subdivision addresses the \$270,000 to mid \$300,000’s home price range. This subdivision is located adjacent to the north of Clarence Craft Park. Clarence Craft Park is a 4.75± acre park that includes a gazebo, picnic area, and water feature.

The physically possible, legally permissible, and financially feasible use of the subject site is considered to be single-family residential or special-purpose development, as demand dictates, within size/Flood Zone limitations and that comply with the RSF-4 zoning requirements.

Maximally Productive

In my opinion, the **highest and best use of the subject property “as a vacant site”** is to hold for future mixed-use (residential, special-purpose, or a combination of these uses) development, as demand dictates, within size/Flood Zone limitations, that complies with the RSF-4 zoning requirements, and that conforms to the Market Area.

Highest And Best Use “As Improved”

Again, the subject consists of approximately 10.95± acres (ACS), or 476,982± square feet (SF), of land area. The subject site is improved with two single-family residential dwellings, and related site improvements. The subject land area is allocated as follows: 2634 North Old Wire Road- 0.50± acre (AC); 2648 North Old Wire- 0.75± AC; and, excess land- 9.70± ACS.

The dwelling situated at 2634 North Old Wire Road consists of approximately 1,316± square feet (SF) of living area. In addition, this homesite includes a 372± SF attached garage, 460± SF attached shop, and 210± SF enclosed porch. The dwelling represents Class “D”, wood frame construction. The exterior is brick veneer, with composition shingle roof cover. The layout of this dwelling includes three bedrooms, one bathroom, a living room, kitchen, laundry room, and storage closet. Kitchen appliances include an oven, range, and refrigerator. The interior finish includes: wood and carpet floor cover; painted gypsum board and wood panel wall cover; and, painted gypsum board ceilings. Based on Assessment Records, this dwelling was originally constructed in 1963±. The dwelling has received minimal updates since its original construction, and is considered “dated” in appearance. This dwelling is considered to be in fair to average condition, overall.

The dwelling situated at 2648 North Old Wire Road consists of approximately 1,551± square feet (SF) of living area. In addition, this homesite includes a 580± SF attached garage, 340± SF enclosed porch, and 152± SF attached greenhouse. The dwelling represents Class “D”, wood frame construction. The exterior is brick veneer, with composition shingle roof cover. The layout of this dwelling includes three bedrooms, one bathroom, one half bathroom, a living room, den, kitchen, and storage closet. The laundry room is located in the garage. Kitchen appliances include an oven/range combination, built-in microwave, dishwasher, and refrigerator. The interior finish includes: wood, carpet, and tile floor cover; painted and wall papered gypsum board wall cover; and, painted gypsum board ceilings. Based on Assessment Records, this dwelling was originally constructed in 1961±. Discussions with the property owner indicated the dwelling was updated in the early 1990’s. This dwelling is considered to be in average to good condition, overall.

The dwelling situated at 2634 North Old Wire Road is accessed via an asphalt paved drive, while the dwelling situated at 2648 North Old Wire Road is accessed via a gravel paved drive. A 1,200± square foot (SF) metal shop building is located behind the dwelling located at 2648 North Old Wire Road. The shop building has concrete floors, two- 8’ manual overhead doors, electricity/plumbing, and is insulated. The shop building includes a 2-fixture restroom, and has wall heat and air units. In addition, there is a built-in vacuum system in the shop building. Discussions with the property owner indicated the “shop” building was originally constructed 15± years ago; the shop building is considered to be in average condition. Other site improvements include: 238± SF wood storage building; 529± SF wood lean-to agricultural building; well house; landscaping; garden; water feature; agricultural, chain link, and PVC fencing; etc.

The improvements do suffer from Accrued Depreciation including physical deterioration and external obsolescence (due to market conditions); however, in my opinion, there is still significant remaining economic life.

In my opinion, the **“highest and best use” of the subject** is continued single-family residential use of the homesites, and to hold the subject excess land for future single-family residential or special-purpose development, within size/Flood Zone limitations, that comply with the RSF-4 zoning requirements, and in conformity to the Market Area, as demand dictates.

The agricultural improvements situated on the subject excess land are older and in poor condition. These improvements, in my opinion, do not provide any contributory value to the subject excess land.

LAND VALUE

In the valuation model, land value estimate is a separate step. Sales comparison is the most reliable way to estimate land value. When few sales are available, or when the value indication by sales comparison needs additional support, other procedures may be applied. The other procedures used to obtain land value indications are allocation, extraction, subdivision development, land residual, and ground rent capitalization. The techniques are defined as follows:

1. **Sales Comparison Approach** is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison⁶.
2. **Allocation** is a method of estimating land value in which sales of improved properties are analyzed to establish a typical ratio of land value to total property value and this ratio is applied to the property being appraised or the comparable sale being analyzed.⁷
3. **Extraction** is a method of estimating land value in which the depreciated cost of the improvements on the improved property is calculated and deducted from the total sale price to arrive at an estimated sale price for the land.⁸
4. **Subdivision Development** is a method of estimating land value when subdivision development is the highest and best use of the parcel of land being appraised. When all direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sales price of the finished lots (or residences), the resultant net sales proceeds are then discounted to present value at a market-derived rate over the development and absorption period to indicate the value of the land.⁹
5. **Land Residual Technique** is a method of estimating land value in which the net operating income attributable to the land is capitalized to produce an indication of the land's contribution to the total property.¹⁰
6. **Ground Rent Capitalization** is a method of estimating land value; applied by capitalizing ground rent at a market-derived rate. This method is useful when comparable rents, rates, and factors can be developed from an analysis of sales of leased land or other market sources.¹¹

In this section of the report, the estimated value of the subject site “as vacant” is established first utilizing comparable land sales in Fayetteville. The subject site value “as vacant” is then allocated to each of the homesites, and the excess acreage. The following comparables are

⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 175

⁷ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 7

⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 73

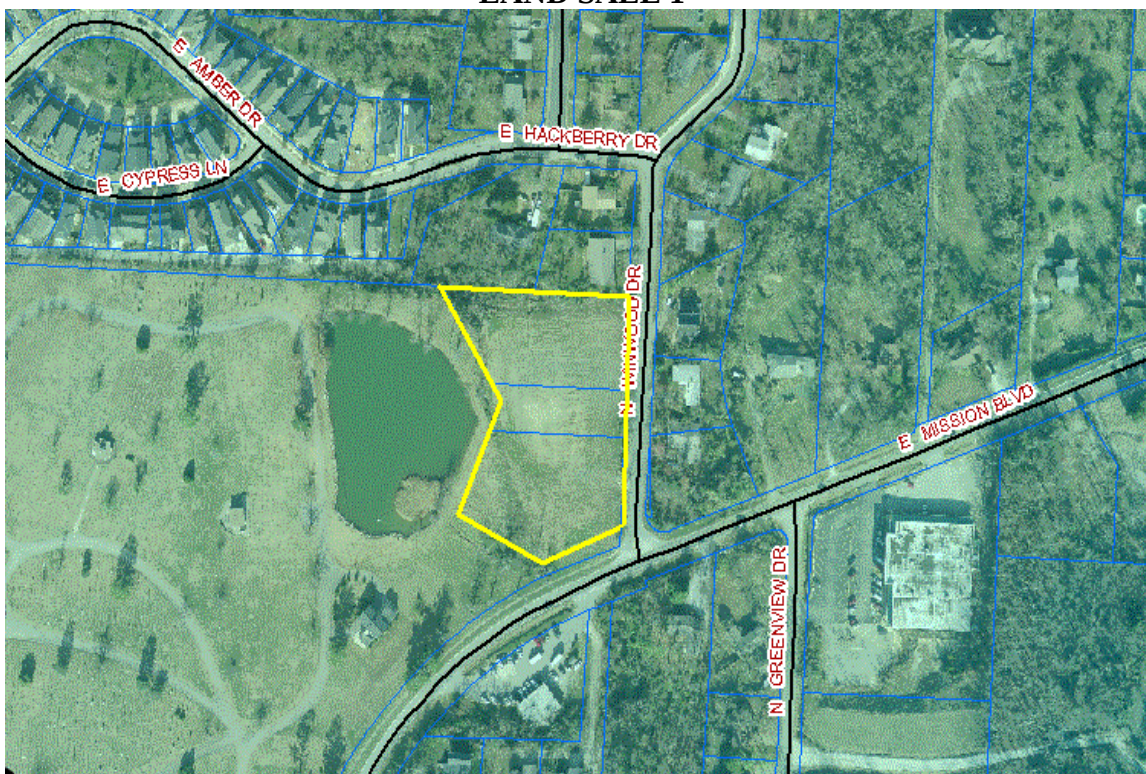
⁹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 188

¹⁰ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 109

¹¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 92

utilized in estimating the market value of the subject site “as vacant” by the Sales Comparison Approach:

LAND SALE 1



GENERAL INFORMATION

General/Specific Type: Residential

Location: Northwest corner of Mission Boulevard and Winwood Drive

City: Fayetteville

County: Washington

Record #: 1106

Book/Page:

Parcel(s): 765-13375-000

S-T-R: 02-16-30

Lot/Block: N/A

State: AR

Subdivision: N/A

Legal: PT SW SW 2.33 A.

SALE INFORMATION

Sale Date: March 01, 2012

Sale Price: \$215,000

Adjusted Sale Price: \$215,000

Grantor: Pearson Family Trust

Grantee: Penny Lane Construction, LLC

Financing: Believed to be Market Terms

Exposure Time: 636± Days

Rights Conveyed: Fee simple

Verification: MLS/Public Records

PROPERTY INFORMATION

Gross Land Size: 2.330± Acres or 101,494.8± SF

Total Frontage: Mission Blvd. & Winwood Dr.

Zoning: RSF-4, Residential Single Family- 4 units per acre

Topography: Gently sloping

Utilities: Typical City

Indicators

Sale Price/Gross Acre: \$92,275

Sale Price/Gross SF: \$2.12

Adjusted Sale Price/Gross Acre: \$92,275

Adjusted Sale Price/Gross SF: \$2.12

Remarks: This represents the sale of 2.33 acres located at the northwest corner of Mission Boulevard and Winwood Drive, in the east part of Fayetteville. Subsequent to the sale, the site was replatted into five single-family residential building lots.

LAND SALE 2



GENERAL INFORMATION

General/Specific Type: Residential	Record #: 1324
Location: East side of Old Wire Rd., north of E. Mission Blvd.	Book/Page: See Remarks
City: Fayetteville	State: AR
County: Washington	
Parcel(s): 765-14066-000/765-13428-000/765-13432-000	
S-T-R: 03-16-30	Subdivision: N/A
Lot/Block: N/A	
Legal: PT. S/2 of SE/4 of Section 3, and PT NE/4 of NE/4 of Section 10, all in Township 16N, Range 30W, Washington County, Arkansas	

SALE INFORMATION

Sale Date: See Remarks	Financing: Market Terms
Sale Price: \$825,000	Exposure Time: N/A
Adjusted Sale Price: \$825,000	Rights Conveyed: Fee Simple
Grantor: See Remarks	Verification: Broker (Jackson Williams)
Grantee: BCCL Bentonville, LLC	

PROPERTY INFORMATION

Gross Land Size: 13.620± Acres or 593,287.2± SF	Indicators
Total Frontage: Old Wire Rd.	Sale Price/Gross Acre: \$60,573
Zoning: RSF-4, Residential Single Family- 4 units per acre	Sale Price/Gross SF: \$1.39
Topography: Undulating/near level to Gently Sloping	Adjusted Sale Price/Gross Acre: \$60,573
Utilities: Typical City	Adjusted Sale Price/Gross SF: \$1.39

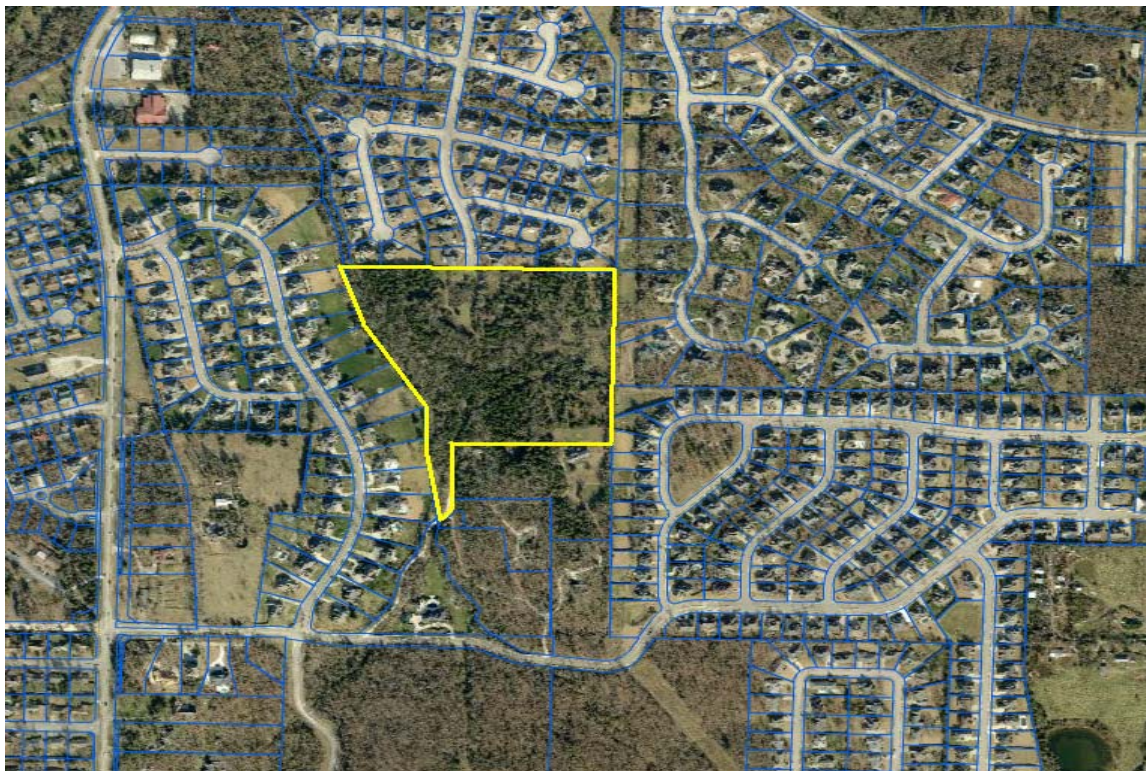
Remarks: This represents the assemblage of approximately 13.62± acres (ACS) situated along the east side of Old Wire Road, just north of East Mission Boulevard (State Highway 45), in Fayetteville. The property is situated adjacent to the north of Clarence Craft Park. Clarence Craft Park is a 4.75± acre park that includes a gazebo, picnic area, and water feature.

Approximately 4.9± ACS sold on August 23, 2012, in consideration of \$200,000, or \$40,816/AC. The Grantor in this transaction was Harry Jackson, Jr., and the transaction was recorded at Book 2012/Page 25506 in the Washington County Circuit Clerks office. This land area is encumbered by a 50' utility easement, and also has approximately 1.18± ACS located within the 100-Year Flood Zone "AE".

The balance of the site (8.72 ACS) sold on September 21, 2012, in consideration of \$625,000, or \$71,674/AC. The Grantor in this transaction was Janice Torbett, Trustee of the Torbett Family Revocable Trust, dated August 12, 2009, and the transaction was recorded at Book 2012/Page 28645 in the Washington County Circuit Clerks office. This acreage was improved with a 2,056 square foot (SF) dwelling and barn, each of which were considered to be in average condition at the time of sale. Discussions with the broker indicated that no contributory value was allocated to the improvements in the purchase price.

The acreage was purchased for development of "Cottages at Old Wire" residential subdivision. The subdivision consists of 53 buildable single-family residential lots. Dwellings in this subdivision are being constructed by Buffington Homes, and address the \$270,000 to mid \$300,000's home price range.

LAND SALE 3



GENERAL INFORMATION

General/Specific Type: Residential

Location: North of East Township Street, east of North Crossover Road

City: Fayetteville

Parcel(s): 765-13292-001

S-T-R: 31-17-29

Legal: PT E/2 SW 20.99 ACS

County: Washington

Lot/Block: N/A

Record #: 1143

Book/Page: 2012/34939

State: AR

Subdivision: N/A

SALE INFORMATION

Sale Date: November 16, 2012

Sale Price: \$750,000

Adjusted Sale Price: \$750,000

Grantor: George B. and Mona Josephine Brown Trust

Grantee: Emanuele and Diana Terminella

Financing: Market Terms

Exposure Time: 1,264 Days

Rights Conveyed: Fee Simple

Verification: Buyer

PROPERTY INFORMATION

Gross Land Size: 20.990± Acres or 914,324.4± SF

Total Frontage: Brookbury Crossing

Zoning: R-A, Residential - Agricultural

Topography: Rolling/Sloping

Utilities: Typical City

Indicators

Sale Price/Gross Acre: \$35,731

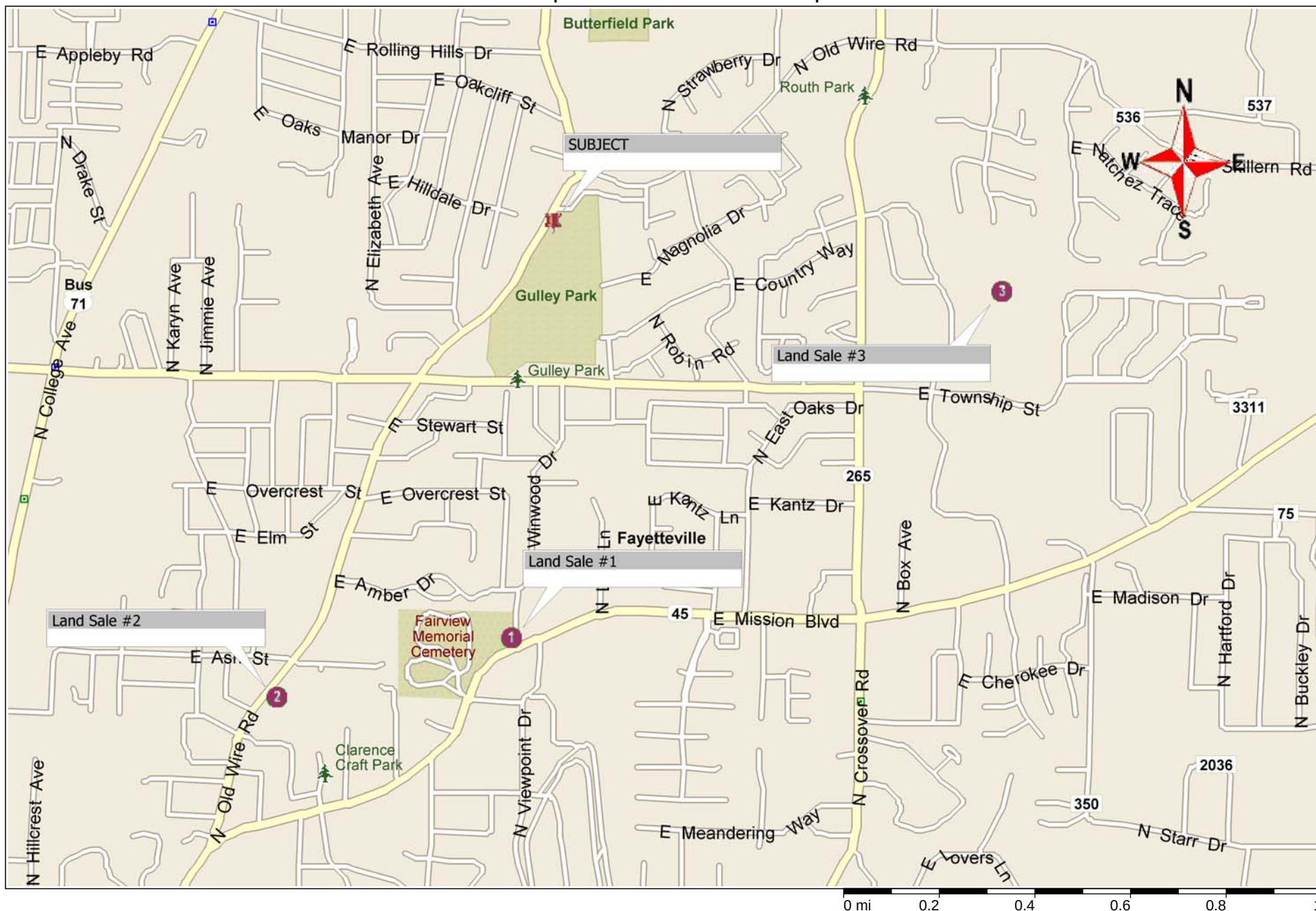
Sale Price/Gross SF: \$0.82

Adjusted Sale Price/Gross Acre: \$35,731

Adjusted Sale Price/Gross SF: \$0.82

Remarks: This represents the sale of 20.99 acres of land in the eastern part of Fayetteville. This location is between Savannah Estates Subdivision to the east and Candlewood Subdivision to the west. Access to the site is southerly from Brookbury Woods, or from Township Drive along a private drive. The site is primarily wooded. Approximately 1.61± ACS along the western boundary of the site is situated within the 100-Year Flood Zone "AE".

Comparable Land Sales Map



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SUMMARY OF COMPARABLE LAND SALES

A summary of the comparable land sales is presented in the following exhibit:

COMPARABLE LAND SALES SUMMARY			
Sale No.	1	2	3
Date Of Sale	03/01/2012	09/21/2012	11/16/2012
Sales Price	\$215,000	\$825,000	\$750,000
Land Size ACS±	2.33	13.62	20.99
Price/AC	\$92,275	\$60,573	\$35,731
Location	Northwest corner of Mission Blvd. and Winwood Dr., Fayetteville	East side of Old Wire Rd., north of E. Mission Blvd., Fayetteville	North of E. Township St., east of N. Crossover Rd., Fayetteville

ANALYSIS OF SALES

The unit of comparison is price per acre (AC) of land area. The elements of comparison are property rights, financing, conditions of sale, market conditions, location/appeal, and physical characteristics.

Property Rights: Each of the sales appears to have involved the transfer of the fee simple interest. No property rights adjustments can be supported.

Financing: Each of the sales is believed to have involved typical market financing terms/cash to seller. No financing adjustments are indicated.

Conditions Of Sale: Each of the sales is believed to have been an arm's-length transaction involving typical market financing terms/cash to seller. It should be noted that Sale Two represents an assemblage with two separate Grantors. No conditions of sale/financing adjustments can be supported.

Market Conditions: The respective sale dates of the comparables appear in the table above; the sales occurred between March and November 2012. As previously discussed, the local real estate market is currently in a correction period that became evident in mid to late 2006; the correction period for the commercial sector is expected to last through 2014, and possibly beyond. Raw land values have been impacted the most. Based on data available to the appraiser, each of the comparable sales is believed to be representative of current market conditions. No market conditions adjustments are warranted.

Location/Appeal: The subject property is located along the southeast side of North Old Wire Road, just southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County. The physical addresses of the homesites are indicated to be 2634 & 2648 North Old Wire Road. The subject site is situated adjacent to the north/northeast of Gulley Park. The predominant property uses in the Market Area are primarily single-family residential and special-purpose in nature. Sale One is located at the northwest corner of Mission Boulevard

(State Highway 45) and Winwood Drive, in Fayetteville. This location is approximately 0.85± mile south of the subject property. Sale One is located adjacent existing residential subdivisions, and was replatted into five single-family residential lots subsequent to its sale. Overall, Sale One is considered reasonably similar to the subject with respect to location/appeal. Sale Two is located along the east side of Old Wire Road, just north of Mission Boulevard (State Highway 45), in Fayetteville. This location is approximately 1.2± miles south/southwest of the subject. Sale Two is located adjacent to the north of Clarence Craft Park. Sale Two was purchased for development of “Cottages at Old Wire” Subdivision. Overall, Sale Two is considered reasonably similar to subject with respect to location/appeal. Sale Three is located north of East Township Street and east of North Crossover Road, in Fayetteville. This location is approximately 1.0± mile south of the subject. Sale Three is located between Savannah Estates Subdivision and Candlewood Subdivision. Access to Sale Three is southerly from Brookbury Woods Subdivision, or northerly from Township Street along a private drive. Overall, Sale Three is considered much inferior to subject with respect to location/appeal due to its limited road frontage/access.

In summary, each of Sales One and Two is considered reasonably similar to subject with respect to location/appeal, while Sale Three is considered much inferior to subject. Paired Sales Analysis, matching Sales Two and Three indicates an upward adjustment of near 65% to Sale Three in comparison to Sale Two. Again, Sale Two is considered reasonably similar to subject while Sale Three is considered much inferior to subject. Therefore, Sale Three is adjusted upward by 65% in comparison to the subject. This adjustment appears to be somewhat excessive; however, is supported by Paired Sales Analysis. An argument could be made that the subject is somewhat superior to each of Sales One and Two as it is located adjacent to Gulley Park; however, no adjustment can be supported based on MLS data. In fact, the average per SF home sales price since January 2013 with 0.5± mile of each of Land Sales One and Two was slightly higher than the average per SF home sales price within 0.5± mile of the subject. This will be considered in the reconciliation.

Physical Characteristics: With respect to physical characteristics, the necessary categories of adjustment are land size, topography/composition, and Flood Zone. The subject site is considered reasonably similar to each of the comparables with respect to utility availability, zoning, etc.

- **Land Size:** The subject (10.95± ACS) is larger than Sale One (2.33± ACS), and smaller than each of Sales Two (13.63± ACS) and Three (20.99± ACS). The tendency in the market is that as a property's land size increases, its price per unit decreases, and vice versa; this is for otherwise similar properties. Sales Analysis supports that as a property's land area approximates doubling, its price/AC decreases about 10%±. Based on this premise, the following adjustments are applied: downward 22% to Sale One; upward 3% to Sale Two; and, upward 9% to Sale Three.
- **Topography/Composition:** The topography of the subject site is undulating/near level to gently sloping, overall. The subject site is cleared, for the most part, with some trees along the North Old Wire Road frontage and also in the southeast part of the site. Each of Sales One and Two is considered undulating/near level to gently rolling in topography

and was primarily cleared at the time of sale. Sale Three is considered rolling/sloping in topography and was densely wooded at the time of sale. Overall, each of Sales One and Two is considered reasonably similar to subject with respect to topography/composition, while Sale Three is considered inferior to subject. Based on Sales Analysis, a 15% upward adjustment to Sale Three is warranted. No adjustments to Sales One and Two are warranted.

- Flood Zone:** Approximately 0.3± AC in the extreme southern part of the subject site is located within the 100-Year Flood Zone “AE”. Sale One is not indicated to be located within the 100-Year Flood Zone. Approximately 1.18± acres of Sale Two are located within the 100-Year Flood Zone “AE”, and approximately 1.61± ACS of Sale Three are located within the 100-Year Flood Zone “AE”. Overall, Sale One is considered slightly superior to the subject, and each of Sales Two and Three is considered inferior to subject with respect to the Flood Zone category. Paired Sales Analysis, matching Sales One and Two indicates an upward adjustment of 15% to Sale Two (inferior) in comparison to Sale One (slightly superior). Therefore, Sale One is adjusted downward by 2.5% in comparison to the subject, while Sale Two is adjusted upward by 12.5% in comparison to the subject. Based on the preceding analysis, Sale Three (inferior) is also adjusted upward by 12.5% in comparison to the subject.

Conclusions:

The following adjustment grid is indicated:

Sale	1	2	3
Sales Price/Acre	\$92,275	\$60,573	\$35,731
Property Rights	\$0	\$0	\$0
Conditions of Sale/Financing	\$0	\$0	\$0
Market Conditions	\$0	\$0	\$0
Adjusted Price/Acre	\$92,275	\$60,573	\$35,731
Location/Appeal	\$0	\$0	\$21,439
<i>Physical Characteristics</i>			
Land Size	(\$20,301)	\$1,817	\$3,216
Topography/Composition	\$0	\$0	\$5,360
Flood Zone	(\$2,307)	\$7,572	\$4,466
Indicated Value/Acre	\$69,668	\$69,962	\$70,211

The range of the adjusted comparable sales is \$69,668/acre to \$70,211/acre. The mean of the sales is \$69,947/acre, while the median is \$69,962/acre. Each of the sales is given some consideration. Sale Three represents the most recent transaction. Each of the comparables is located in close proximity to the subject. Sale Two received the lowest gross adjustment.

In addition to the comparable sales presented and analyzed, two comparable listings in close proximity to the subject are discussed. Detailed MLS profiles of the comparable listings are presented in the Addenda of this report. The first comparable listing presented is for approximately 50.24± ACS of vacant land along the northeast side of Old Missouri Road, just north of Old Wire Road. This property is listed by Downtown Properties Real Estate Group for \$3,900,000, or \$77,628± per acre. The listing broker indicated approximately 10± acres along

Old Missouri Road could be rezoned for potential light commercial use, while a preliminary subdivision concept for the remainder of the acreage could support 135± single-family residential lots. The list price was established considering approximately \$150,000 per acre for the 10± ACS with commercial potential, and \$60,000 per acre for the balance of the site. The acreage is adjacent to Butterfield Elementary School. The site is undulating/near level to gently sloping in topography, and primarily wooded. The listing broker indicated the property has seen significant interest from local developers for small parts of the property; the listing broker further indicated the offers have been near/slightly below list price. No further information pertaining to the offers was available to the appraiser. The second comparable listing is for approximately 5.368± ACS of land at the northeast corner of Old Wire Road and Oak Bailey Drive. This property is listed by Legend Realty for \$400,000, or \$74,516± per acre. The property is improved with a 1,665± square foot (SF) dwelling and 1,408± SF shop building; however, the listing broker indicated no consideration was given to the improvements in the list price. The site is undulating/near level to gently sloping in topography, and primarily wooded. The listing broker indicated the property has seen significant interest, despite being listed on the market for a short period of time.

Based on the preceding analysis, it is my opinion the indicated per acre value for subject site “as vacant” is **\$70,000**. Therefore:

$$10.95\pm \text{ Acres @ } \$70,000/\text{Acre} = \$766,500$$

Rounded To \$765,000

The preceding represents the estimated market value estimate of the fee simple interest in the subject site “as vacant”. Please see the Extraordinary Assumptions previously presented.

The preceding subject site value “as vacant” is allocated as follows:

2634 Old Wire Rd. Homesite (0.50± AC)	=	\$ 50,000
2648 Old Wire Rd. Homesite (0.75± AC)	=	\$ 75,000
9.7± ACS of Excess Land	=	\$640,000

Please see the Extraordinary Assumptions previously presented.

COST APPROACH

In the Cost Approach, an estimated reproduction or replacement cost of the building and land improvements as of the date of the appraisal is developed, together with the losses in value that have taken place due to wear and tear, design and plan, or neighborhood influences. To the depreciated building cost estimate is added the estimated value of the land. The total represents the indicated value by the Cost Approach. The following terms utilized in the Cost Approach require defining:

*"**Reproduction Cost** is the estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building".¹²*

*"**Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design, and layout."¹³*

*"**Entrepreneurial Incentive**" is the amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called developer's profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement."¹⁴*

*"**Accrued Depreciation** is the difference between the reproduction or replacement cost of the improvements on the effective date of the appraisal and the market value of the improvements on the same date."¹⁵*

*"**Effective Age** is the age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age."¹⁶*

*"**Economic Life** is the period over which improvements to real property contribute to property value".¹⁷*

*"**Economic Age-Life Method** is the method of estimating depreciation in which the ratio between the effective age of a building and its total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction."¹⁸*

Subject land value has previously been estimated in the Land Value Section. In the Cost Approach, the Replacement Cost New of the respective improvements are estimated, utilizing Marshall Valuation Service (national cost service) and a market derived entrepreneurial incentive. Accrued Depreciation attributable to the improvements is then estimated based upon

¹² Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 169.

¹³ Ibid., P. 244.

¹⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 67.

¹⁵ Ibid., P.4.

¹⁶ Ibid., P.9.

¹⁷ Ibid., P.92.

¹⁸ Ibid., P. 8.

the Economic Age-Life Method, and is subtracted from Replacement Cost New to arrive at Depreciated Replacement Cost New of the respective improvements. The estimated land value is then added to the Depreciated Replacement Cost New of the improvements to arrive at the estimated market value of the subject property by the Cost Approach. The estimated market value of the subject whole property was then allocated to each of the homesites, and the excess acreage.

IMPROVEMENTS

Marshall & Swift Residential Cost Handbook, Pages Average -1 through Average -29, Page F-1, and Page F-3 indicate the following:

2634 N. Old Wire Road		
Base Price Per SF	=	\$93.00
Multipliers		
Cost 1.01		
Area .93	x	<u>0.9393</u>
Adjusted Price Per SF	=	\$87.35
x 1,316± SF	=	\$114,953
Plus: Kitchen Appliances	=	\$2,510
Fireplace/Insert	=	\$1,810
Garage/Shop – 832± SF @ \$23.78	=	\$19,785
Enclosed Porch – 210± SF @ \$32.85	=	<u>\$6,899</u>
Estimated Cost New	=	\$145,957
Plus: Entrepreneurial Incentive		
@ 10% (From Market)	=	<u>\$14,596</u>
Replacement Cost New	=	\$160,553
Less: Accrued Depreciation		
(40± Yr. Eff. Age ÷ 55± Yr. Ec. Life = 72.7%)	=	<u>(\$116,722)</u>
Depreciated Replacement Cost New	=	\$43,831
Plus: Estimated Contributory Value		
Of Site Improvements	=	<u>\$20,000</u>
Estimated Present Value Of Improvements	=	\$63,831
	Say	\$64,000

2648 N. Old Wire Road		
Base Price Per SF	=	\$93.00
Multipliers		
Cost 1.01		
Area .93	x	<u>0.9393</u>
Adjusted Price Per SF	=	\$87.35
x 1,551± SF	=	\$135,480
Plus: Kitchen Appliances	=	\$3,310
Fireplace/Insert	=	\$1,810
Garage – 580± SF @ \$23.78	=	\$13,792
Greenhouse – 152± SF @ \$45.50	=	\$6,916
Enclosed Porch – 340± SF @ \$42.30	=	<u>\$14,382</u>
Estimated Cost New	=	\$175,690
Plus: Entrepreneurial Incentive		
@ 10% (From Market)	=	<u>\$17,569</u>
Replacement Cost New	=	\$193,259
Less: Accrued Depreciation		
(28± Yr. Eff. Age ÷ 55± Yr. Ec. Life = 50.9%)	=	<u>(\$98,369)</u>
Depreciated Replacement Cost New	=	\$94,890
Plus: Estimated Contributory Value		
Of Site Improvements & Shop Bldg.	=	<u>\$50,000</u>
Estimated Present Value Of Improvements	=	\$144,890
Say		\$145,000

The Cost Approach is summarized as follows:

SUMMARY OF COST APPROACH

Dwelling/Site Improvements	=	\$209,000
Land Value	=	<u>\$765,000</u>
Total	=	\$974,000

The preceding represents the indicated market value of the fee simple interest in the subject whole property by the Cost Approach. Please see the Extraordinary Assumptions previously presented.

The preceding indicated value of the subject whole property is allocated as follows:

2634 Old Wire Rd. Homesite (0.50± AC)	=	\$114,000
2648 Old Wire Rd. Homesite (0.75± AC)	=	\$220,000
9.7± ACS of Excess Land	=	\$640,000

Please see the Extraordinary Assumptions previously presented.

SALES COMPARISON APPROACH

In the Sales Comparison Approach, the subject property is compared to similar properties that have been sold recently or for which listing prices or offering figures are known. Data for generally comparable sale properties are used, and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market.

“To apply the Sales Comparison Approach, appraisers follow a systematic procedure:

- 1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.*
- 2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.*
- 3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.*
- 4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.*
- 5. Reconcile the various value indications produced from the analysis of comparables into a value conclusion. A value opinion can be expressed as a single point estimate, as a range of values, or in terms of a relationship (e.g., more or less than a given amount).”¹⁹*

The Sales Comparison Approach is utilized to estimate the market values of the improved subject homesites. The comparable sales utilized are presented on the following pages. The estimated contributory value of the excess land (from Land Value Section) is added to the estimated values of the improved homesites to arrive at the indicated value of the whole property

¹⁹ Appraisal Institute, *The Appraisal of Real Estate* – Fourteenth Edition, (Chicago: Appraisal Institute, 2013), P. 381-382.

by the Sales Comparison Approach. No discount can be supported to the sum of the two value indications.

Improved Sale No. 1



Location: 1211 North Crestwood Drive, Fayetteville, Arkansas; Washington County
Date Of Sale: March 29, 2013
Grantor: Carolyn C. Pugh
Grantee: Robert D. & Karen A. Brandon
Recorded: Book 2013/Page 10949;
Filed April 3, 2013
Legal Description: Lot 21 & Pt. Lot 1, Block 2 of Broadview Subdivision to the City of Fayetteville; Detailed Legal Description Kept On File
Reported Consideration: \$175,000
Financing: Conventional; Arm's-Length
Verified: Selling Agent
Land Size: 0.30± Acre
Dwelling Size: 1,568± SF
Price/SF Dwelling: \$111.61
Remarks: This property is located along the north side of North Crestwood Drive, just east of Shrewsbury Lane, in Fayetteville; this location is approximately 1.5± miles south of the subject. The site is near rectangular in shape. The topography is undulating/near level. All typical city utilities are available to the site.

The site is improved with a one story single-family dwelling containing approximately 1,568± SF of living area. There is also a two-car attached carport containing approximately 540± SF, covered storage area (216± SF) with electricity, and 456± SF wood deck with pergolas. The

dwelling is Class "D" construction, with brick veneer and vinyl exterior siding. The roof cover is composition shingle. The dwelling is indicated to contain 3 bedrooms and 1.5 bathrooms. The dwelling includes a wood burning fireplace and kitchen appliances. The dwelling is centrally heated and cooled. The overall construction quality of the dwelling is considered to be average; however, needed some updating. The dwelling is indicated to have been constructed in 1967±. The condition at the date of sale was good. The effective age of the dwelling was estimated to be 25± years.

Additional improvements included: asphalt/concrete driveways; fencing; landscaping; etc. The additional improvements generally were in average condition.

Land value at the date of sale was estimated to be approximately \$50,000±.

Improved Sale No. 2



Location:	1500 North Old Wire Road, Fayetteville, Arkansas; Washington County
Grantor:	Don Edgar Kirby, Successor Trustee of the Marie L. Kirby Revocable Trust u/t/d December 27, 2004
Grantee:	Howard D. & Naomi J. Baird
Date Of Sale:	July 5, 2012
Recorded:	Book 2012/Page 19763; Filed July 9, 2012
Legal Description:	Pt. Lots 18, 19, & 23 in Meadowview Addition to the City of Fayetteville, Arkansas
Consideration:	\$160,000
Financing:	Conventional; Arm's-Length
Verified:	Selling Agent
Land Size:	0.49± Acre
Dwelling Size:	1,566 SF
Price/SF Dwelling:	\$102.17

Remarks: This property is located on the south side of North Old Wire Road, a short distance north of Mission Boulevard, in Fayetteville; this location is approximately 1.40± miles southwest of the subject. The site is near rectangular in shape. The topography is undulating/near level. All typical city utilities are available to the site.

The site is improved with a one story single-family dwelling containing an indicated 1,566± SF. There is also a two car attached carport containing approximately 456± SF and two storage

buildings totaling 188± SF. The dwelling is Class “D” construction, with a brick veneer and vinyl exterior. The roof cover is composition shingle. The dwelling is indicated to contain 3 bedrooms and 2 bathrooms. The dwelling includes kitchen appliances. The dwelling is centrally heated and cooled. The overall construction quality of the dwelling is considered to be average; however, needed some updating. The dwelling is indicated to have been constructed in 1959±. The condition at the date of sale was average to good. The effective age of the dwelling was estimated to be approximately 25 to 30± years.

Additional improvements included: asphalt/concrete driveways; fencing; landscaping; etc. The additional improvements generally were in average condition.

Land value at the date of sale was estimated to be approximately \$50,000±.

Improved Sale No. 3



Location:	2763 North Old Wire Road, Fayetteville, Arkansas; Washington County
Grantor:	Lance & Anna Williams
Grantee:	Nathan & Kelsey Friend
Date Of Sale:	February 14, 2014
Recorded:	Book 2014/Page 3687; Filed February 18, 2014
Legal Description:	Pt. of the NE ¼ NW ¼ SE ¼ Of 36-17-30 Detailed Legal Description Kept On File
Consideration:	\$136,250
Financing:	Conventional; Arm's-Length
Verified:	Selling Agent
Land Size:	0.75± Acre
Dwelling Size:	1,644 SF
Price/SF Dwelling:	\$82.88

Remarks: This property is located on the north side of North Old Wire Road, a short distance east of Old Missouri Road, in Fayetteville; this location is approximately 0.25± mile northeast of the subject. The site is near rectangular in shape, and has a deep/narrow shape. The topography is undulating/near level to gently rolling. All typical city utilities are available to the site.

The site is improved with a one story single-family dwelling containing an indicated 1,644± SF. There is also a large detached garage containing approximately 936± SF and 144± SF wood deck. The dwelling is Class "D" construction, with vinyl exterior. The roof cover is composition shingle. The dwelling is indicated to contain 4 bedrooms and 1.5 bathrooms. The dwelling

includes kitchen appliances. The dwelling is centrally heated and cooled. The overall construction quality of the dwelling is considered to be average. The dwelling is indicated to have been constructed in 1976±. The condition at the date of sale was average to good. The effective age of the dwelling was estimated to be approximately 20 to 25± years.

Additional improvements included: asphalt/concrete driveways; fencing; landscaping; etc. The additional improvements generally were in average condition.

Land value at the date of sale was estimated to be approximately \$65,000±.

Improved Sale No. 4



Location: 2626 North Old Wire Road, Fayetteville, Arkansas; Washington County
Grantor: Marlin K. & Rhonda Reddell
Grantee: Matthew B. & Amanda Jo Niehues
Date Of Sale: June 20, 2014
Recorded: Book 2014/Page 15609;
Filed June 24, 2014
Legal Description: Part Of The NE ¼ SW 1/4 Of 36-17-30;
Detailed Legal Description Kept On File
Consideration: \$153,000
Financing: Conventional; Arm's-Length
Verified: Public Records
Land Size: 0.58± Acre
Dwelling Size: 1,393± SF
Price/SF Dwelling: \$109.83
Remarks: This property is located on the southeast side of North Old Wire Road, just southwest of Old Missouri Road; this location is adjacent to the southwest of the subject. The site is near rectangular in shape. The topography is undulating/near level to gently rolling. All typical city utilities are available to the site.

The site is improved with a one story single-family dwelling containing an indicated 1,393± SF. There is also a two-car attached garage (finished) containing approximately 420± SF, as well as a 276± SF covered patio. The dwelling is Class "D" construction, with brick veneer and "James

Hardie” exterior siding. The dwelling is indicated to contain 3 bedrooms and 1 bathroom. The dwelling includes kitchen appliances. The dwelling is centrally heated and cooled. The overall construction quality of the dwelling is considered average. The dwelling is indicated to have been constructed in 1965±. The condition at the date of sale was average. The dwelling had recently been updated with exterior paint, roof, carpet, windows, etc. The effective age of the dwelling was estimated to be approximately 25 to 30± years.

Additional improvements include: fencing; concrete/asphalt driveways; landscaping; etc. The condition of the site improvements, overall, was considered average.

Land value at the date of sale was estimated to be approximately \$58,000±.

Improved Sale No. 5



Location: 814 East Peel Street, Fayetteville, Arkansas;
Washington County
Grantor: Jason K. & Jodi L. Reynolds
Grantee: Cynthia D. Nielsen, Trustee of the Cynthia D.
Nielsen Trust, u/t/d October 19, 2001
Date Of Sale: May 29, 2013
Recorded: Book 2013/Page 18044;
Filed May 31, 2013
Legal Description: Lot 8, Block E, North Ridge Subdivision to the
City of Fayetteville
Consideration: \$135,000
Financing: Conventional; Arm's-Length
Verified: Selling Agent
Land Size: 0.44± Acre
Dwelling Size: 1,270± SF
Price/SF Dwelling: \$106.30
Remarks: This property is located along the north side of East Peel Street, just east of Juneway
Terrace; this location is approximately 0.81± mile southwest of the subject. The site is near
rectangular in shape, and has a deep/narrow shape. The topography is undulating/near level. All
typical city utilities are available to the site.

The site is improved with a one story single-family dwelling containing an indicated 1,270± SF. There is also a two-car attached garage (finished) containing approximately 567± SF, as well as a

522± SF covered patio and small storage building. The dwelling is Class “D” construction, with brick veneer and wood exterior. The dwelling is indicated to contain 3 bedrooms and 1.5 bathroom. The dwelling includes kitchen appliances. The dwelling is centrally heated and cooled. The overall construction quality of the dwelling is considered average. The dwelling is indicated to have been constructed in 1965±. The condition at the date of sale was average to good. The effective age of the dwelling was estimated to be approximately 30± years.

Additional improvements include: fencing; concrete/asphalt driveways; landscaping; etc. The condition of the site improvements, overall, was considered average.

Land value at the date of sale was estimated to be approximately \$40,000±.

Improved Sale No. 6



Location: 707 East Ash Street, Fayetteville, Arkansas;
Washington County
Grantor: Carol Anne Marsh
Grantee: James Lewis
Date Of Sale: May 5, 2014
Recorded: Book 2014/Page 11029;
Filed May 7, 2014
Legal Description: Lot 22, Jug Wheeler Addition to the City of Fayetteville
Consideration: \$125,000
Financing: Conventional; Arm's-Length
Verified: Selling Agent
Land Size: 0.38± Acre
Dwelling Size: 1,267± SF
Price/SF Dwelling: \$98.66

Remarks: This property is located on the south side of East Ash Street, just west of Austin Drive; this location is approximately 1.25± miles southwest of the subject. The site is near rectangular in shape. The topography is undulating/near level. All typical city utilities are available to the site.

The site is improved with a one story single-family dwelling containing an indicated 1,267± SF. There is also a two-car attached garage (finished) containing approximately 490± SF, as well as 131± SF of porches and a 56± SF storage building. The dwelling is Class "D" construction, with wood exterior. The dwelling is indicated to contain 3 bedrooms and 1.5 bathrooms. The dwelling

includes a double fire place and kitchen appliances. The dwelling is centrally heated and cooled. The overall construction quality of the dwelling is considered average. The dwelling is indicated to have been constructed in 1966±. The condition at the date of sale was average to good. The dwelling had recently been updated with exterior paint and carpet. The effective age of the dwelling was estimated to be approximately 30 ± years.

Additional improvements include: fencing; concrete/asphalt driveways; landscaping; etc. The condition of the site improvements, overall, was considered average.

Land value at the date of sale was estimated to be approximately \$40,000±.

Improved Sale No. 7



Location: 2786 North Old Wire Road, Fayetteville, Arkansas; Washington County
Grantor: William W. & Barbara A. McIver
Grantee: Mark Zweig, Inc.
Date Of Sale: October 1, 2012
Recorded: Book 2012/Page 29837; Filed October 2, 2012
Legal Description: Part Of The NW ¼ SE 1/4 Of 36-17-30; Detailed Legal Description Kept On File
Consideration: \$101,000
Financing: Conventional; Arm's-Length
Verified: Selling Agent
Land Size: 0.61± Acre
Dwelling Size: 1,248± SF
Price/SF Dwelling: \$80.93
Remarks: This property is located on the south side of North Old Wire Road, just west of Azalea Terrace; this location is approximately 0.35± mile northeast of the subject. The site is near rectangular in shape, and has a deep/narrow shape. The topography is undulating/near level. All typical city utilities are available to the site.

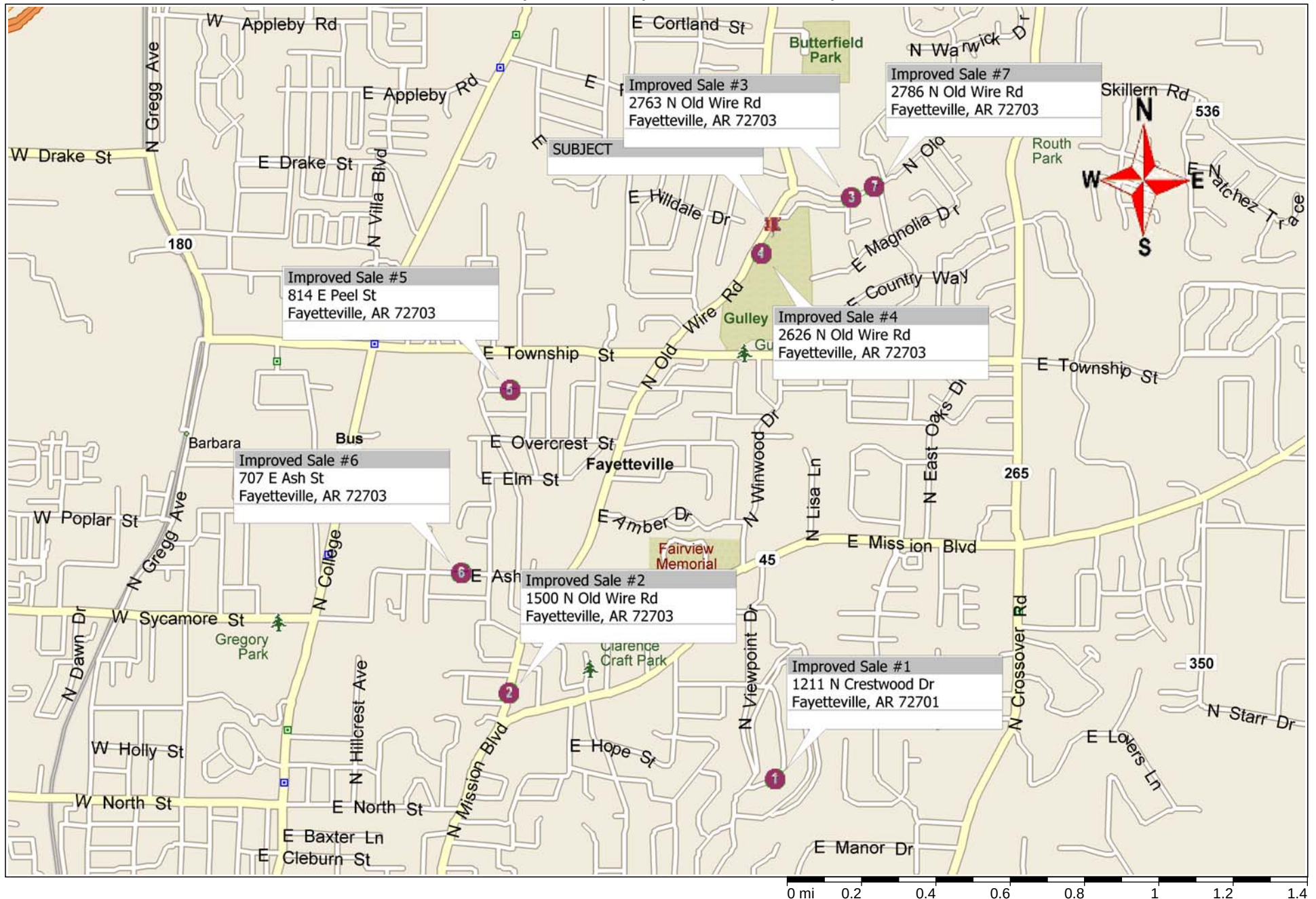
The site is improved with a one story single-family dwelling containing an indicated 1,248± SF. There is also a one-car attached carport containing approximately 312± SF, as well as a 180± SF open porch and 144± SF wood deck. The dwelling is Class "D" construction, with brick veneer

and cedar exterior siding. The dwelling is indicated to contain 3 bedrooms and 2 bathrooms. The dwelling includes kitchen appliances. The dwelling is centrally heated and cooled. The overall construction quality of the dwelling is considered average; however, needed some updating. The dwelling is indicated to have been constructed in 1964±. The condition at the date of sale was fair to average. The effective age of the dwelling was estimated to be approximately 40± years.

Additional improvements include: fencing; gravel driveways; landscaping; etc. The condition of the site improvements, overall, was considered average.

Land value at the date of sale was estimated to be approximately \$50,000±.

Comparable Improved Sales Map



SUMMARY OF COMPARABLE IMPROVED SALES

The comparable improved sales are summarized as follows:

Sale	1	2	3	4
Date of Sale	03/29/2013	07/05/2012	02/14/2014	06/20/2014
Consideration	\$175,000	\$160,000	\$136,250	\$153,000
Dwelling Size SF (±)	1,568	1,566	1,644	1,393
Price/SF	<i>\$111.61</i>	<i>\$102.17</i>	<i>\$82.88</i>	<i>\$109.83</i>
Use	Single-Family	Single-Family	Single-Family	Single-Family
Location	1211 N. Crestwood Dr., Fayetteville	1500 N. Old Wire Rd., Fayetteville	2763 N. Old Wire Rd., Fayetteville	2626 N. Old Wire Rd., Fayetteville

Sale	5	6	7
Date of Sale	05/29/2013	05/05/2014	10/01/2012
Consideration	\$135,000	\$125,000	\$101,000
Dwelling Size SF (±)	1,270	1,267	1,248
Price/SF	<i>\$106.30</i>	<i>\$98.66</i>	<i>\$80.93</i>
Use	Single-Family	Single-Family	Single-Family
Location	814 E. Peel St., Fayetteville	707 E. Ash St., Fayetteville	2786 N. Old Wire Rd., Fayetteville

ANALYSIS OF SALES

The preceding sales represent comparable improved sales in Fayetteville, all of which are in close proximity to the subject property. The unit of comparison is whole property. The elements of comparison are property rights, financing, conditions of sale, market conditions, location, and physical characteristics. First, Improved Sales One through Four are utilized in the adjustment process with respect to the dwelling situated at 2648 North Old Wire Road. Next, Improved Sales Four through Seven are utilized in the adjustment process with respect to the dwelling situated at 2634 North Old Wire Road. The contributory value of the excess land (from Land Value Section) is added at the end of the Sales Comparison Approach to arrive at the indicated market value of the subject whole property by the Sales Comparison Approach.

Property Rights: I am addressing the fee simple estate of subject in this report. Each of the sales involved the transfer of the fee simple estate. No adjustments are indicated.

Financing: Each of the sales involved conventional financing at market terms. No adjustments for financing are indicated.

Conditions Of Sale: Each of the sales appears to have been an arm's-length transaction; however, Sale Three appears to have occurred at the lower end of the market range for a property of this nature. No adjustment can be supported to Sale Three; however, this will be considered in the reconciliation of the sales. No adjustments for conditions of sale can be supported.

Market Conditions: The respective sale date of each comparable appears on the summary table on the preceding page. The sales occurred between the July 2012 and June 2014 time period. Market conditions during this time period were considered reasonably similar to those as of the effective date of this report. Based on data available to the appraiser, each of the comparable sales is believed to be representative of current market conditions. No market conditions adjustments are warranted.

Location: The subject property is located along the southeast side of North Old Wire Road, just southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County. The physical address of this homesite is indicated to be 2648 North Old Wire Road. The subject site is situated just north/northeast of Gulley Park. The predominant property uses in the Market Area are primarily single-family residential and special-purpose in nature.

Sale One is located along the north side of North Crestwood Drive, just east of Shrewsbury Lane, in Fayetteville; this location is approximately 1.5± miles south of the subject. Sale Two is located on the south side of North Old Wire Road, a short distance north of Mission Boulevard, in Fayetteville; this location is approximately 1.40± miles southwest of the subject. Sale Three is located on the north side of North Old Wire Road, a short distance east of Old Missouri Road, in Fayetteville; this location is approximately 0.25± mile northeast of the subject. Finally, Sale Four is located on the southeast side of North Old Wire Road, just southwest of Old Missouri Road; this location is two parcels to the southwest of the subject.

Each of the comparable properties, and subject, has an adequate location for their respective use. Overall, no separate location adjustments can be supported to any of the sales. Any necessary location adjustments are considered to be adequately reflected in the 'site value' category in the next section.

Physical Characteristics: The categories of adjustment considered under physical characteristics are site value, dwelling living area size, dwelling age/condition, dwelling quality, garage/porch, and "other".

First, site value is considered. The value of the subject homesite (0.75± acre) has previously been estimated in the Land Value Section at \$75,000. The estimated land values of the comparables are \$45,000, \$50,000, \$65,000, and \$58,000, respectively. The following upward adjustments are indicated: \$30,000 to Sale One; \$25,000 to Sale Two; \$10,000 to Sale Three; and, \$17,000 to Sale Four.

Next, dwelling living area size is considered. The subject (1,551± SF) is smaller in dwelling living area size than each of the Sales One (1,568± SF), Two (1,566± SF), and Three (1,644± SF), and larger than Sale Four (1,393± SF). Sales and Cost Analysis supports a size multiplier of \$35.00 per SF. Therefore, in comparison to subject, Sale Three requires a downward adjustment of \$3,255 (93± SF @ \$35), while Sale Four requires an upward adjustment of \$5,530 (158± SF @ \$35). No adjustment can be supported to Sales One and Two for the small difference in dwelling living area size compared to subject.

Next, dwelling age/condition is considered. Based on Assessment Records, the subject dwelling was originally constructed in 1961±. Discussions with the property owner indicated the dwelling was updated in the early 1990's. The subject dwelling is considered to be in average to good condition, overall. The effective age is estimated to be 28± years. *Sale One* was originally constructed in 1967±. The condition at the date of sale was good. The effective age of the dwelling was estimated to be 25 ± years. *Sale Two* was originally constructed in 1959±. The condition at the date of sale was average to good. The effective age of the dwelling was estimated to be 25 to 30± years. *Sale Three* was originally constructed in 1976±. The condition at the date of sale was average to good. The effective age of the dwelling was estimated to be 20 to 25± years. *Sale Four* was originally constructed in 1965±. The condition at the date of sale was average. The effective age of the dwelling was estimated to be 25 to 30± years. Overall, *Sale One* is considered somewhat superior to subject with respect to dwelling age/condition, while each of *Sales Two* and *Four* is considered reasonably similar, and *Sale Three* is considered superior. Paired Sales Analysis utilizing *Sales One* and *Two* indicates, after adjusting for other differences, that *Sale One* requires a 10%± downward adjustment for dwelling age/condition. The indicated dollar adjustment is -\$17,500 to *Sale One*. Although *Sale Three* is considered superior to subject with respect to dwelling age/condition, no adjustment could be supported based on Paired Sales Analysis. No adjustments to *Sales Two* and *Four* are warranted.

Next, dwelling quality is considered. Subject dwelling represents average quality construction. Subject dwelling is centrally heated and cooled, and includes 3 bedrooms and 1.5 bathrooms. Subject also includes a fireplace and kitchen appliances. Each of the comparable improved sales is also considered to represent average quality construction and includes kitchen appliances. *Sale One* has 3 bedrooms and 1.5 bathrooms, *Sale Two* has 3 bedrooms and 2 bathrooms, *Sale Three* has 4 bedrooms and 1.5 bathrooms, and *Sale Four* has 3 bedrooms and 1 bathroom. Overall, *Sale One* is considered reasonably similar to subject in construction quality, while *Sales Two* and *Three* each appear to be slightly superior, and *Sale Four* is considered to be slightly inferior. Paired Sales Analysis utilizing *Sales Two* and *Four* indicates a difference of near 5% between *Sales Two* and *Four* with respect to dwelling quality. Again, *Sale Two* is considered slightly superior to subject while *Sale Four* is considered slightly inferior to subject. Therefore, *Sale Two* is adjusted downward by 2.5% in comparison to the subject, while *Sale Four* is adjusted upward by 2.5% in comparison to the subject. Again, *Sale Three* is considered slightly superior to subject with respect to the dwelling quality category; however, no adjustment can be supported based on Paired Sales Analysis.

Next, garage/porch is considered. Subject includes a 580± SF attached garage. Subject also includes a 340± SF enclosed porch. *Sale One* includes a 540± SF carport. *Sale Two* has a 456± SF carport. *Sale Three* has a 936± SF detached garage with no electricity. *Sale Four* has a 420± SF garage. None of the sales include an enclosed porch. Based on Cost and Sales Analysis, an adjustment of \$10 per SF is indicated for difference in garage sizes, and an additional \$5 per SF for difference between garage and carport. The indicated adjustment for the enclosed porch is \$20 per SF. In comparison to subject: *Sale One* requires a net adjustment of +\$7,400; *Sale Two* a net adjustment of +\$8,660; *Sale Three* a net adjustment of +\$3,240; and, *Sale Four* a net adjustment of +\$8,400.

Lastly, the “other” category is considered. This pertains to other buildings, as well as site improvements. Subject other improvements have previously been described in this report. The other improvements on the sale properties were previously described in this report in the sale narratives. Each of the comparable sales, and subject, are considered reasonably similar to subject with respect to site improvements; however, are each considered inferior to subject with respect to other buildings. Based on Sales and Cost Analysis, each of the comparable sales is adjusted upward by \$30,000; this is mostly reflective of the subjects superior “other buildings” situation due to the shop building.

Conclusions:

The following adjustment grid is indicated:

Sale	1	2	3	4
Sales Price	\$175,000	\$160,000	\$136,250	\$153,000
Property Rights	\$0	\$0	\$0	\$0
Financing	\$0	\$0	\$0	\$0
Conditions of Sale	\$0	\$0	\$0	\$0
Market Conditions	\$0	\$0	\$0	\$0
Adjusted Sales Price	\$175,000	\$160,000	\$136,250	\$153,000
Location	\$0	\$0	\$0	\$0
Physical Characteristics				
Site Value	\$30,000	\$25,000	\$10,000	\$17,000
Dwelling Size	\$0	\$0	(\$3,255)	\$5,530
Dwelling Age/Condition	(\$17,500)	\$0	\$0	\$0
Dwelling Quality	\$0	(\$4,000)	\$0	\$3,825
Garage/Porch	\$7,400	\$8,660	\$3,240	\$8,400
Other	\$30,000	\$30,000	\$30,000	\$30,000
Indicated Value/Lot	\$224,900	\$219,660	\$176,235	\$217,755

The range of the adjusted comparable sales is \$176,235 to \$224,900; the mean is \$209,638 and the median is \$218,708. The mean is distorted by Sale Three which falls much below the indicated values by Sales One, Two, and Four; the reason for this is not clear. Sale Four represents the most recent sale and is located nearest to the subject. Sale Three received the lowest gross adjustment; however adjustments for dwelling age/condition and quality could not be supported by Paired Sales Analysis. Sale Four received the most weight, followed by Sales One and Two. Sale Three is given the least amount of weight. Based on the preceding analysis, it is my opinion the indicated market value of the subject improved homesite located at 2648 North Old Wire Road by the Sales Comparison Approach is:

\$218,000

Please see the Extraordinary Assumptions previously presented.

Next, the subject improved homesite located at 2534 North Old Wire Road is addressed with consideration to Sales Four through Seven previously presented. A summary of Sales Four through Seven is presented again in the following exhibit:

Sale	4	5	6	7
Date of Sale	06/20/2014	05/29/2013	05/05/2014	10/01/2012
Consideration	\$153,000	\$135,000	\$125,000	\$101,000
Dwelling Size SF (±)	1,393	1,270	1,267	1,248
Price/SF	\$109.83	\$106.30	\$98.66	\$80.93
Use	Single-Family	Single-Family	Single-Family	Single-Family
Location	2626 N. Old Wire Rd., Fayetteville	814 E. Peel St., Fayetteville	707 E. Ash St., Fayetteville	2786 N. Old Wire Rd., Fayetteville

Property Rights: I am addressing the fee simple estate of subject in this report. Each of the sales involved the transfer of the fee simple estate. No adjustments are indicated.

Financing: Each of the sales involved conventional financing at market terms. No adjustments for financing are indicated.

Conditions Of Sale: Each of the sales appears to have been an arm's-length transaction. No adjustments for conditions of sale can be supported.

Market Conditions: The respective sale date of each comparable appears on the summary table above. The sales occurred between the October 2012 and June 2014 time period. Market conditions during this time period were considered reasonably similar to those as of the effective date of this report. Based on data available to the appraiser, each of the comparable sales is believed to be representative of current market conditions. No market conditions adjustments are warranted.

Location: The subject property is located along the southeast side of North Old Wire Road, just southwest of North Old Missouri Road, in Fayetteville, Arkansas; Washington County. The physical address of this homesite is indicated to be 2634 North Old Wire Road. The subject site is situated just north/northeast of Gulley Park. The predominant property uses in the Market Area are primarily single-family residential and special-purpose in nature.

Sale Four is located on the southeast side of North Old Wire Road, just southwest of Old Missouri Road; this location is two parcels to the southwest of the subject. Sale Five is located along the north side of East Peel Street, just east of Juneway Terrace; this location is approximately 0.81± mile southwest of the subject. Sale Six is located on the south side of East Ash Street, just west of Austin Drive; this location is approximately 1.25± miles southwest of the subject. Finally, Sale Seven is located on the south side of North Old Wire Road, just west of Azalea Terrace; this location is approximately 0.35± mile northeast of the subject.

Each of the comparable properties, and subject, has an adequate location for their respective use. Overall, no separate location adjustments can be supported to any of the sales. Any necessary location adjustments are considered to be adequately reflected in the 'site value' category in the next section.

Physical Characteristics:

The categories of adjustment considered under physical characteristics are site value, dwelling living area size, dwelling age/condition, dwelling quality, garage/porch, and “other”.

First, site value is considered. The value of the subject homesite (0.5± acre) has previously been estimated in the Land Value Section at \$50,000. The estimated land values of the comparables are \$58,000, \$40,000, \$40,000, and \$50,000, respectively. The following adjustments are indicated: downward \$8,000 to Sale One; and, upward \$10,000 to each of Sales Two and Three. No site value adjustment is warranted to Sale Four

Next, dwelling living area size is considered. The subject (1,316± SF) is smaller in dwelling living area size than Sale Four (1,393± SF), and larger in dwelling living area size than each of Sales Five (1,270± SF), Six (1,267± SF), and Seven (1,248± SF). Sales and Cost Analysis supports a size multiplier of \$35.00 per SF. Therefore, in comparison to subject, Sale Four requires a downward adjustment of \$2,695 (77± SF @ \$35), Sale Five requires an upward adjustment of \$1,610 (46± SF @ \$35), Sale Six requires an upward adjustment of \$1,715 (49± SF @ \$35), and Sale Seven requires an upward adjustment of \$2,380 (68± SF @ \$35).

Next, dwelling age/condition is considered. Based on Assessment Records, this dwelling was originally constructed in 1963±. The dwelling has received minimal updates since its original construction, and is considered “dated” in appearance. This dwelling is considered to be in fair to average condition, overall. The effective age is estimated to be 40± years. *Sale Four* was originally constructed in 1965±. The condition at the date of sale was average. The effective age of the dwelling was estimated to be 25 to 30± years. *Sale Five* was originally constructed in 1965±. The condition at the date of sale was average to good. The effective age of the dwelling was estimated to be 25 to 30± years. *Sale Six* was originally constructed in 1966±. The condition at the date of sale was average to good. The effective age of the dwelling was estimated to be 25 to 30± years. *Sale Seven* was originally constructed in 1964±. The condition at the date of sale was fair to average. The effective age of the dwelling was estimated to be 40± years. Overall, each of Sales Four, Five, and Six is considered superior to subject with respect to dwelling age/condition, while Sale Seven is considered reasonably similar. Paired Sales Analysis utilizing Sales Four and Seven indicates, after adjusting for other differences, that Sale Four requires a 25%± downward adjustment for dwelling age/condition. The indicated dollar adjustment is -\$38,250 to Sale One. Based on the preceding analysis, each of Sales Five and Six are also adjusted downward by 25% in comparison to the subject, or \$33,750 and \$31,250, respectively. No adjustment to Sale Seven is warranted.

Next, dwelling quality is considered. Subject dwelling represents average quality construction. Subject dwelling is centrally heated and cooled, and includes 3 bedrooms and 1 bathroom. Subject also includes a fireplace and kitchen appliances. Each of the comparable improved sales is also considered to represent average quality construction and includes kitchen appliances. Sale Four has 3 bedrooms and 1 bathroom, Sale Five has 3 bedrooms and 1.5 bathrooms, Sale Six has 3 bedrooms and 1.5 bathrooms, and Sale Seven has 3 bedrooms and 2 bathrooms. Overall, Sale One is considered reasonably similar to subject in dwelling quality, while Sales Five and Six each appear to be slightly superior, and Sale Seven is considered to be somewhat superior. Sales Analysis supports a downward adjustment of 2.5% to each of Sales Five and Six,

and a downward adjustment of 5% to Sale Seven. No adjustment to Sale Four is warranted for dwelling quality.

Next, garage/porch is considered. Subject includes a 372± SF attached garage, 460± SF attached shop, and a 210± SF enclosed porch. Sale Four has a 420± SF garage. Sale Five has a 567± SF attached garage and a 522± SF covered patio. Sale Six has a 490± SF attached garage. Sale Seven has a 312± SF attached carport. None of the sales include an enclosed porch. Based on Cost and Sales Analysis, an adjustment of \$10 per SF is indicated for difference in garage/shop sizes, and an additional \$5 per SF for difference between garage and carport. The indicated adjustment for the enclosed porch is \$20 per SF. In comparison to subject: Sale Four requires a net adjustment of +\$8,320; Sale Five a net adjustment of +\$2,650; Sale Six a net adjustment of +\$7,620; and, Sale Seven a net adjustment of +\$12,000.

Lastly, the “other” category is considered. This pertains to other buildings, as well as site improvements. Subject other improvements have previously been described in this report. The other improvements on the sale properties were previously described in this report in the sale narratives. Each of the comparable sales, and subject, are considered reasonably similar to subject with respect to site improvements and other buildings. No adjustments for the “other” category are warranted to any of the comparable sales.

Conclusions:

The following adjustment grid is indicated:

Sale	4	5	6	7
Sales Price	\$153,000	\$135,000	\$125,000	\$101,000
Property Rights	\$0	\$0	\$0	\$0
Financing	\$0	\$0	\$0	\$0
Conditions of Sale	\$0	\$0	\$0	\$0
Market Conditions	\$0	\$0	\$0	\$0
Adjusted Sales Price	\$153,000	\$135,000	\$125,000	\$101,000
Location	\$0	\$0	\$0	\$0
Physical Characteristics				
Site Value	(\$8,000)	\$10,000	\$10,000	\$0
Dwelling Size	(\$2,695)	\$1,610	\$1,715	\$2,380
Dwelling Age/Condition	(\$38,250)	(\$33,750)	(\$31,250)	\$0
Dwelling Quality	\$0	(\$3,375)	(\$3,125)	(\$5,050)
Garage/Porch	\$8,320	\$2,650	\$7,620	\$12,000
Other	\$0	\$0	\$0	\$0
Indicated Value/Lot	\$112,375	\$112,135	\$109,960	\$110,330

The range of the adjusted comparable sales is \$109,960 to \$112,375; the mean is \$111,200 and the median is \$111,233. Sale Four represents the most recent sale and is located nearest to the subject. Sale Seven received the lowest gross adjustment. Sales Four and Seven received the most weight. Each of Sales Five and Six also provide strong support. Based on the preceding analysis, it is my opinion the indicated market value of the subject improved homesite located at 2634 North Old Wire Road by the Sales Comparison Approach is:

\$111,000

Please see the Extraordinary Assumptions previously presented.

SUMMARY OF SALES COMPARISON APPROACH

2634 Old Wire Rd. Homesite (0.50± AC)	= \$111,000
2648 Old Wire Rd. Homesite (0.75± AC)	= \$218,000
9.7± ACS of Excess Land	= <u>\$640,000</u>
Estimated Value Based on	= \$969,000
Sales Comparison Approach	

The preceding represents the indicated market value of subject whole property by the Sales Comparison Approach. No discount could be supported to the sum of the values of the improved subject homesites and the excess land. Please see the Extraordinary Assumptions previously presented.

INCOME CAPITALIZATION APPROACH

In the Income Capitalization Approach, the current rental income is shown with deductions for vacancy and credit loss and operating expenses. A conclusion about the prospective Net Operating Income of the property is developed. In support of this Net Operating Income estimate, operating statements for the previous years may be reviewed, together with available operating-cost estimates. An applicable capitalization method and appropriate Capitalization Rate are developed for use in computations that lead to an indication of value by the Income Capitalization Approach.

The following definitions are necessary before applying the Income Capitalization Approach to the subject property:

"Potential Gross Income (PGI) is the total income attributable to real property at full occupancy before vacancy and operating expenses are deducted."²⁰

"Effective Gross Income (EGI) is the anticipated income from all operations of the real property after an allowance is made for vacancy and collection losses and an addition is made for any other income."²¹

"Net Operating Income (NOI) is the actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization)."²²

"Overall Capitalization Rate (R_O) is an income rate for a total real property interest that reflects the relationship between a single year's net operating income expectancy and the total property price or value ($R_O = I_O/V_O$)"²³

"Direct Capitalization is a method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only a single year's income is used. Yield and value changes are implied but not identified

The Income Capitalization Approach is not utilized as this is not typically the basis upon which buy/sell decisions are being made in this market on properties of the subject's nature. Application of the Income Capitalization Approach to Value is not considered necessary to produce credible appraisal results for the subject property.

²⁰ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 148.

²¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 65.

²² Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 134.

²³ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Fifth Edition, (Chicago: Appraisal Institute, 2010), P. 141.

RECONCILIATION

Reconciliation is the part of the valuation process in which the appraiser attempts to resolve differences among the value indications derived from the application of the approaches. The conclusion drawn in the reconciliation is based on the appropriateness, the accuracy, and the quantity of the evidence in the entire appraisal.

Indicated Land Value "As Vacant":	\$765,000
Indicated Value by the Cost Approach:	\$974,000
Indicated Value by the Sales Comparison Approach:	\$969,000
Indicated Value By the Income Capitalization Approach:	Not Utilized

Cost Approach

The Cost Approach is based, in part, upon the principle of substitution. This principle is basic to the Cost Approach and holds that no prudent investor would pay more for an existing property than the cost to acquire the site and construct improvements of equal desirability and utility without undue delay. Other appraisal principles that relate to the Cost Approach are: Supply and demand; balance; externalities; and, highest and best use.

In the Cost Approach, the Replacement Cost New of the respective improvements were estimated, utilizing Marshall Valuation Service (national cost service) and a market derived entrepreneurial incentive. Accrued Depreciation attributable to the improvements was then estimated based upon the Economic Age-Life Method, and was subtracted from Replacement Cost New to arrive at Depreciated Replacement Cost New of the respective improvements. The estimated land value was then added to the Depreciated Replacement Cost New of the improvements to arrive at the estimated market value of the subject property by the Cost Approach. The estimated market value of the subject whole property was then allocated to each of the homesites, and the excess acreage.

The strength of the Cost Approach is the availability of recent comparable land sales in estimating the market value of the subject site "as vacant" in the Land Value section, and the availability of cost estimates from Marshall Valuation Service. A weakness of this approach is the difficulty in estimating Accrued Depreciation of the older improvements. Overall, the reliability of the Cost Approach is considered to be average.

Sales Comparison Approach

Certain principles are also basic to the Sales Comparison Approach: Substitution; supply and demand; balance; and, externalities. Again, the principle of substitution is very important. This principle states that the value of a specific property generally is set by the price necessary to acquire a substitute property of equivalent utility.

In the Sales Comparison Approach, comparable improved sales were examined and analyzed for comparison purposes to the respective dwelling improvements. The unit of comparison was whole property. Adjustments were made to the sales based upon differences with respect to the respective subject dwellings. The market value of the respective subject dwellings was then estimated from within the adjusted range of the comparables. Finally, the contributory value of the excess land (from Land Value Section) was added to the value of the subject dwellings to arrive at the estimated market value of the whole subject property by the Sales Comparison Approach. No discount could be supported to the sum of the values of the improved subject homesites and the excess land.

The strength of the Sales Comparison Approach is the availability of recent and reliable comparable sales. A weakness of this approach is that each of the comparables required adjustments; however, the adjustments were believed to be market supported. Overall, the reliability of the Sales Comparison Approach is considered to be good.

Income Capitalization Approach

The application of the Income Capitalization Approach is based on the operation of value influences and appraisal principles. The appraisal principles considered are: Anticipation and change; supply and demand; substitution; balance; and, externalities. Anticipation and change are very important. The principle of anticipation states that value is created by the expectation of benefits to be derived in the future. Income Capitalization methods attempt to forecast future benefits and estimate their present value. The Income Capitalization Approach also focuses on how change affects the value of income-producing properties.

The Income Capitalization Approach was not utilized as this is not typically the basis upon which buy/sell decisions are being made in this market on properties of the subject's nature. Application of the Income Capitalization Approach to Value was not considered necessary to produce credible appraisal results for the subject property.

Final Value

In the final value analysis both the Cost and Sales Comparison Approaches are given consideration. Most weight is placed on the Sales Comparison Approach due to the quantity and quality of evidence available to the appraiser; however, some weight is still placed on the Cost Approach

It is my opinion the **market value of the fee simple estate of the subject property**, as of July 10, 2014, was:

**NINE HUNDRED SEVENTY THOUSAND DOLLARS
(\$970,000)**

The preceding value reflects terms equivalent to cash to the owner, and represents that for real property only. No personal property has been included in this valuation assignment.

The preceding value estimate is based upon the following Extraordinary Assumptions:

- 1. That the subject and adjacent properties are in compliance with all applicable EPA regulations;**
- 2. That the subject excess acreage does not need a second point of ingress/egress;**
- 3. That the subject dwellings are structurally sound, and are not adversely affected by the presence of mold or other environmental issues;**
- 4. That the plumbing, electrical, and HVAC systems in the subject dwellings are in proper working order; and,**
- 5. That the subject land and dwelling sizes are approximately as indicated.**

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

The reader is referred to additional Assumptions and Limiting Conditions appearing in the Introduction Section of this report.

The estimated exposure time for the subject property is one± year or less. This was determined from an analysis of market conditions and comparable sales.

At the request of the client, the contributory value of each of the subject parts to the market value of the subject whole property is broken down as follows:

2634 Old Wire Rd. Homesite (0.50± AC)	= \$111,500
2648 Old Wire Rd. Homesite (0.75± AC)	= \$218,500
9.7± ACS of Excess Land	= \$640,000

EXPOSURE TIME

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation.

The exposure times of Land Sales One and Three utilized in the Land Value section were 636± days and 1,264± days, respectively. The exact exposure time for Land Sale Two utilized in the Land Value section is not known. The exposure times of Improved Sales One through Three, and Five Through Seven utilized in the Sales Comparison Approach are 70± days, 72± days, 99± days, 71± days, 164± days, and 66± days, respectively. The exact exposure time for Improved Sale Four utilized in the Sales Comparison Approach is not known. Based on MLS data, the average exposure time for residential land sales in Benton and Washington Counties, greater than 1 acre in size, for the twelve months preceding the effective date of this report was indicated to be 385± days, while the median was indicated to be 184± days; this is based on 328 transactions. Based on MLS data, the average exposure time for single-family residential sales in Fayetteville for the twelve months preceding the effective date of this report was indicated to be 130± days, while the median was indicated to be 97± days; this is based on 1,235 transactions.

As previously discussed in this report, the real estate market in Benton and Washington Counties remains in a correction period, particularly the commercial sector. Slow improvement in economic conditions prolonged the correction period; however, national and local economic conditions have improved over the recent past and continued improvement is expected. This has resulted in significant improvement in the overall residential sector. There have also been some positive signs in the commercial sector (declining vacancy rates and some new development); however, the commercial sector as a whole is still lagging. There is still a significant amount of Other Real Estate Owned (OREO) being held by financial institutions in Northwest Arkansas. The correction period for the commercial sector is expected to last through 2014, and possibly beyond. Exposure times have extended as a result of the correction period.

The subject property is reasonably well located in an area with significant residential and special-purposes uses. The subject's proximity to Gulley Park is also a positive factor with respect to exposure time.

In my opinion, an exposure time of one± year or less is considered applicable to subject whole property.

PART IV-ADDENDA

Property Owner

Name: DUNN, ALLEN L & MARY L

Property Information

Physical Address: N OLD WIRE RD

Mailing Address: 2648 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Block / Lot:

Type: (AM) - Agri UMisc Imps

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 9.700

Millage Rate: 53.75

Extended Legal: PT W/2 SE PT E/2 SW 9.7 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$1,700	\$340	\$340
Building:	\$500	\$100	\$100
Total:	\$2,200	\$440	\$440

Homestead Credit: \$0.00

Status: (N) - No Adj

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

Land:

Land Use	Size	Units
Pasture(15)	0.300	Acres
Pasture(04)	0.540	Acres
Pasture(13)	4.110	Acres
Pasture(13)	4.750	Acres

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Subject to terms and conditions.

www.actDataScout.com

Parcel: 765-16080-000
Prev. Parcel: 149063-000-00
As of: 6/26/2014

Washington County Report

ID: 53806

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/1/1985	93	19847	Warr. Deed	4.40	\$4,000	DUNN, ALLEN L. & MARY L. 2648 OLD WIRE RD	Insufficien t Amount	

Details for Residential Card 1:

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
			N/A		N/A	N/A	N/A	N/A		N/A

Exterior Wall: N/A

Foundation: N/A

Floor Struct: N/A

Floor Cover: N/A

Insulation: N/A

Roof Cover: N/A

Roof Type: N/A

Plumbing: N/A

Fireplace: N/A

Heat / Cool: N/A

Basement: N/A

Basement Area: N/A

Year Remodeled: N/A

Style: N/A

Not a Legal Document.

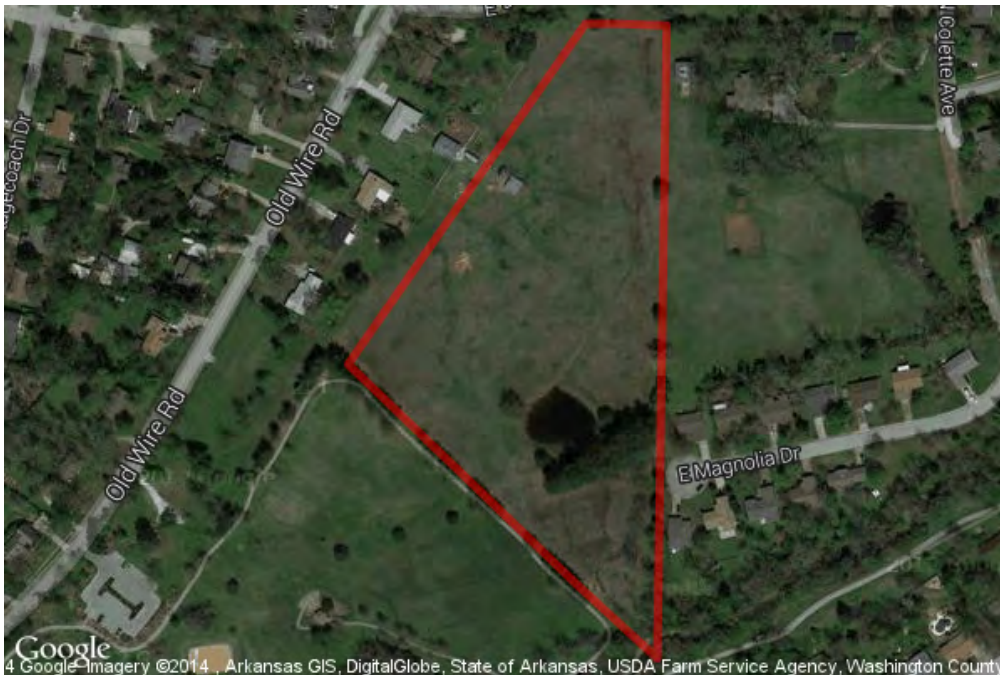
Subject to terms and conditions.

www.actDataScout.com

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Outbuilding, frame		7x30			
General Purpose Barn		20x35			

Map:



Property Owner

Name: DUNN, ALLEN L & MARY L

Property Information

Physical Address: 2648 N OLD WIRE RD

Mailing Address: 2648 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Block / Lot:

Type: (RI) - Res. Improv.

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 0.000

Millage Rate: 53.75

Extended Legal: PT NE SW .75 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$54,000	\$10,800	\$7,680
Building:	\$114,000	\$22,800	\$11,723
Total:	\$168,000	\$33,600	\$19,403

Homestead Credit: \$350.00

Status: (F) - Fixed

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

Land:

Land Use	Size	Units
	1.000	House Lot

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
6/22/1959	526	444	Warr. Deed	0.00	\$0	DUNN, ALLEN L & MARY L		

Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Fence, chain link 4'		188	1		
Utility Bldg, Avg, Std Class		30x40	1		2000
Gravel Driveway					
Fence, wood 6'		121			
Driveway, concrete		18x80			
Driveway, concrete		15x16			

Map:



Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

Property Owner

Name: DUNN, ALLEN & MARY L

Property Information

Physical Address: 2634 N OLD WIRE RD

Mailing Address: 2634 N OLD WIRE RD
FAYETTEVILLE, AR 72703-3771

Subdivision: 36-17-30 FAYETTEVILLE OUTLOTS

Block / Lot:

Type: (RI) - Res. Improv.

S-T-R: 36-17-30

Tax Dist: (011) - FAYETTEVILLE SCH, FAY

Size (in Acres): 0.000

Millage Rate: 53.75

Extended Legal: PT NE SW .50 A

Market and Assessed Values:

	Estimated Market Value:	Full Assessed (20% Market Value):	Taxable Value:
Land:	\$42,750	\$8,550	\$8,550
Building:	\$92,950	\$18,590	\$18,590
Total:	\$135,700	\$27,140	\$27,140

Homestead Credit: \$0.00

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

Land:

Land Use	Size	Units
	1.000	House Lot

Not a Legal Document.

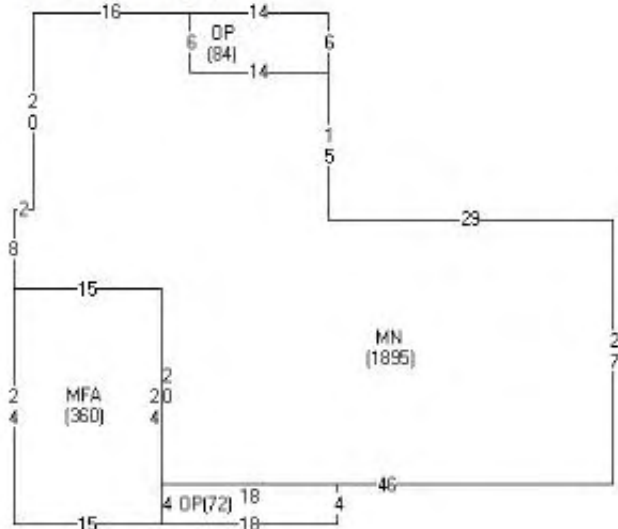
Subject to terms and conditions.

www.actDataScout.com

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
5/20/1993	93	27263	Warr. Deed	0.00	\$0	DUNN, ALLEN & MARY L. 2634 OLD WIRE RD		
3/29/1993	93	15833	FidDeed	0.00	\$0	DAVENPORT, RICHARD E.		
2/16/1993	93	20041		0.00	\$0	DUNN, ALLEN		
6/30/1992	92	33142	Warr. Deed	0.00	\$0	HENDRICKS, BERTHA E. TRUSTEE OF BERTHA E. HENDRICKS TRUST		
1/1/1985	622	135		0.00	\$0	HENDRICKS, GLENN G. & BERTHA E.		

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Masonry Veneer	1895	0	1895	4+5	1963	47	Average	N/A

Style: N/A



Page 2

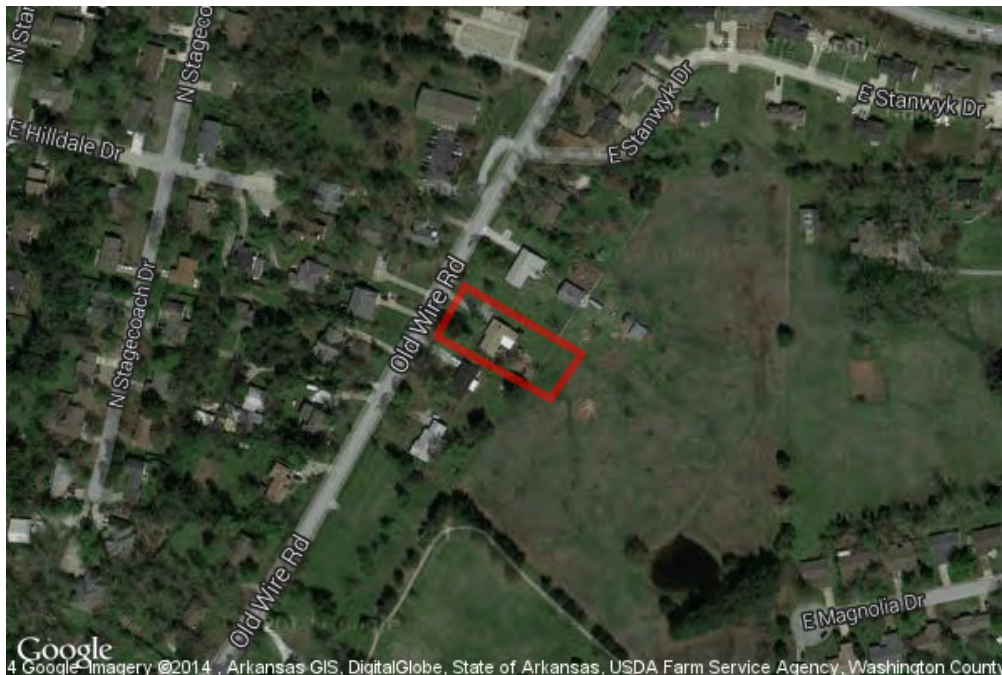
Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	1895
B	MFA	Garage - masonry finished, att	360
C	OP	Porch, open	84
D	OP	Porch, open	72

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Asphalt Driveway		16x17	1		
Asphalt Driveway		12x104	1		
Fence, chain link 4'		251	1		
Well House		4x4			

Map:



Not a Legal Document.

Subject to terms and conditions.

www.actDataScout.com

WARRANTY DEED

with relinquishment of dower and homestead

KNOW ALL MEN BY THESE PRESENTS:

That we, Fred Gulley and Floy Gulley, husband and wife

for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to ~~xxx~~ us in hand paid by Allen Dunn and Mary L. Dunn, husband and wife

do hereby grant, bargain and sell unto the said Allen Dunn and Mary L. Dunn, husband and wife, and unto their

heirs and assigns, the following described land, situate in Washington County, State of Arkansas, to-wit:

Part of the East half of the Southwest Quarter and part of the West half of the Southeast Quarter of Section 36, in Township 17 North, of Range 30 West, described as follows: Beginning at a point 1485 feet East and 805 1/3 feet North of the South West corner of the Southeast Quarter of the Southwest Quarter, and running thence North 0°10' East 1185.2 feet; thence North 89° West 220 feet; thence South 33°36' West 486.6 feet; thence South 42°6' West 127.6 feet; thence South 30°11' West 124 feet; thence South 47° East 861.6 feet to the point of beginning, containing 9.7 acres, more or less.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Allen Dunn and Mary L. Dunn, husband and wife, and unto their heirs and assigns, forever. And we, the said Fred Gulley and Floy Gulley, husband and wife hereby covenant that we are lawfully seized of said land and premises; that the same is unincumbered, and we will forever warrant and defend the title to the said lands against all legal claims whatever.

And I, the said Floy Gulley wife of Fred Gulley

in consideration of said sum of money, do hereby release and relinquish unto the said Allen Dunn and Mary L. Dunn, husband and wife all my interest, right, title and dower and convey my homestead in and to said lands.

WITNESS our hands and seals on this 27 day of April 1973.

Fred Gulley [Seal]
Floy Gulley [Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS

County of Washington

ss.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Fred Gulley and Floy Gulley, husband and wife to me well known as the Grantor in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 27 day of April 1973.

GREER ABSTRACT COMPANY

15 EAST MEADOW STREET

93 19847

ARIZONA
\$4.00
430040
Do not write in this space
FILED FOR RECORD
23 APR 19 AM 8 52
WASHINGTON CO AR
A. KOLLMAYER

WARRANTY DEED BOOK 526

with relinquishment of dower and homestead

KNOW ALL MEN BY THESE PRESENTS:

That we, Fred Gulley
and Floy Gulley, his wife

for and in consideration of the sum of One Dollar and other
valuable considerations
to us in hand paid by Allen L. Dunn and Mary L.
Dunn, husband and wife,

do hereby grant, bargain and sell unto the said Allen L. Dunn and
Mary L. Dunn, husband and wife, and unto their

heirs and assigns, the following described land, situate in
Washington County, State of Arkansas, to-wit:

Part of the Northeast quarter of the Southwest quarter of Section thirty six (36) in Township
seventeen (17) North of Range thirty (30) West, described as follows: Beginning two hundred
forty five and one-tenth (245.1) feet West and four hundred ninety one (491) feet North of
the South East corner of said forty acre tract, thence South 12°08'11" West fifty-nine and seven
tenths (59.7) feet for a place of beginning, and running, thence North 87°37'15" West one hundred
ninety eight and eighty five hundredths (198.85) feet, more or less, to East line of Old Wire
Road; thence South 28°55'19" West one and eight-tenths (1.8) feet with East right of way line
of said road; thence South 60°58'19" East two hundred five and seventy five hundredths (205.75)
feet; thence North 12°08'11" East ninety five and three-tenths (95.3) feet to the place of
beginning.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said
Allen L. Dunn and Mary L. Dunn, husband and wife, and unto their
heirs and assigns, forever. And we, the said grantors,

hereby covenant that we are lawfully seized of said land and premises; that the same is unincumbered, and we
will forever warrant and defend the title to the said lands against all legal claims whatever.

And I, the said Floy Gulley wife of Fred Gulley

in consideration of said sum of money, do hereby release and relinquish unto the said Allen L. Dunn and
Mary L. Dunn, husband and wife,
all my interest, right, title and dower and convey my homestead in and to said lands.

WITNESS our hands and seal s on this 22nd. day of June, 1959.

Fred Gulley [Seal]
Floy Gulley [Seal]
[Seal]

ACKNOWLEDGMENT

STATE OF ARKANSAS }
County of Washington } ss.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public
within and for the County aforesaid, duly commissioned and act-
ing, Fred Gulley and Floy Gulley, husband and wife,
to me well known as the Grantors in the foregoing Deed, and stated that they
had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 22nd. day of
June, A.D. 1959.

My Commission expires
February 14, 1962.

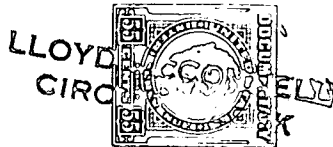
Richard B. Keen
Notary Public.

444

Filed for record

JUN 21 1959

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CIRCUIT CLERK



55

WARRANTY DEED

MARRIED PERSON CONVEYING SOLE OWNERSHIP
WITH SPOUSE'S RELINQUISHMENT OF ALL
RIGHTS AND INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

That I, Allen Dunn

hereinafter called Grantor, for and in consideration of the sum of
One Dollar (\$1.00) and other good and valuable consideration to me
in hand paid by

Allen Dunn and Mary L. Dunn,
husband and wife

hereinafter called Grantee, do hereby grant, bargain and sell unto the
said Grantee and Grantee's heirs and assigns, the following described
land, situate in

Washington County, State of Arkansas, to-wit:

Part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-six
(36) in Township Seventeen (17) North of Range Thirty (30) West, beginning two hundred
forty-five and one-tenth (245.1) feet West and four hundred ninety-one (491) feet North
of the Southeast corner of said forty (40) acre tract, and running, thence South 12
degrees 8'11" West one hundred fifty-five (155) feet for a point of beginning to the
lands herein described, and running, thence North 60 degrees 58'19" West two hundred
five and seventy-five hundredths (205.75) feet, more or less to the East right of way
line of the Old Wire Road; thence South 28 degrees 65'11" West with said East line one
hundred (100) feet; thence South 60 degrees 58'19" East two hundred (200) feet; thence
Northeasterly one hundred (100) feet to the point of beginning.

Subject to easements, rights-of-way and restrictive covenants, if any.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's
heirs and assigns, forever. And I, the said Grantor, hereby covenant that I am lawfully seized of said land and premises,
that the same is unincumbered, and that I will forever warrant and defend the title to the said lands against all legal claims
whatever.

And I, the said Grantor, hereby release and relinquish unto the said Grantee my dower/curtesy and homestead in and to
said lands.

I, Mary L. Dunn, spouse of said Grantor, do hereby release and
relinquish unto the said Grantee my dower/curtesy and homestead in and to said lands and quitclaim unto said Grantee any
interest, right and title I may have therein.

WITNESS our hands and seals on this 20th day of May, 19 93
THIS INSTRUMENT PREPARED BY:

I certify a true and correct copy of this
instrument has been filed for record in the
proper office of the County Clerk of the County
of Washington, Arkansas.

Grantee Squire

Address Allen Dunn

Allen Dunn (Seal)

Mary L. Dunn (Seal)

Mary L. Dunn

ACKNOWLEDGMENT

STATE OF ARKANSAS : ss
County of Washington

On this 20th day of May, 19 93 before me, a notary public, personally appeared

Allen Dunn

and Mary L. Dunn

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and
acknowledged that they had executed the same for the purposes therein set forth.

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

My Commission Expires

OFFICIAL SEAL
CHERYL THOMAS MILLER
NOTARY PUBLIC - ARKANSAS
WASHINGTON COUNTY

Notary Public

93 27263

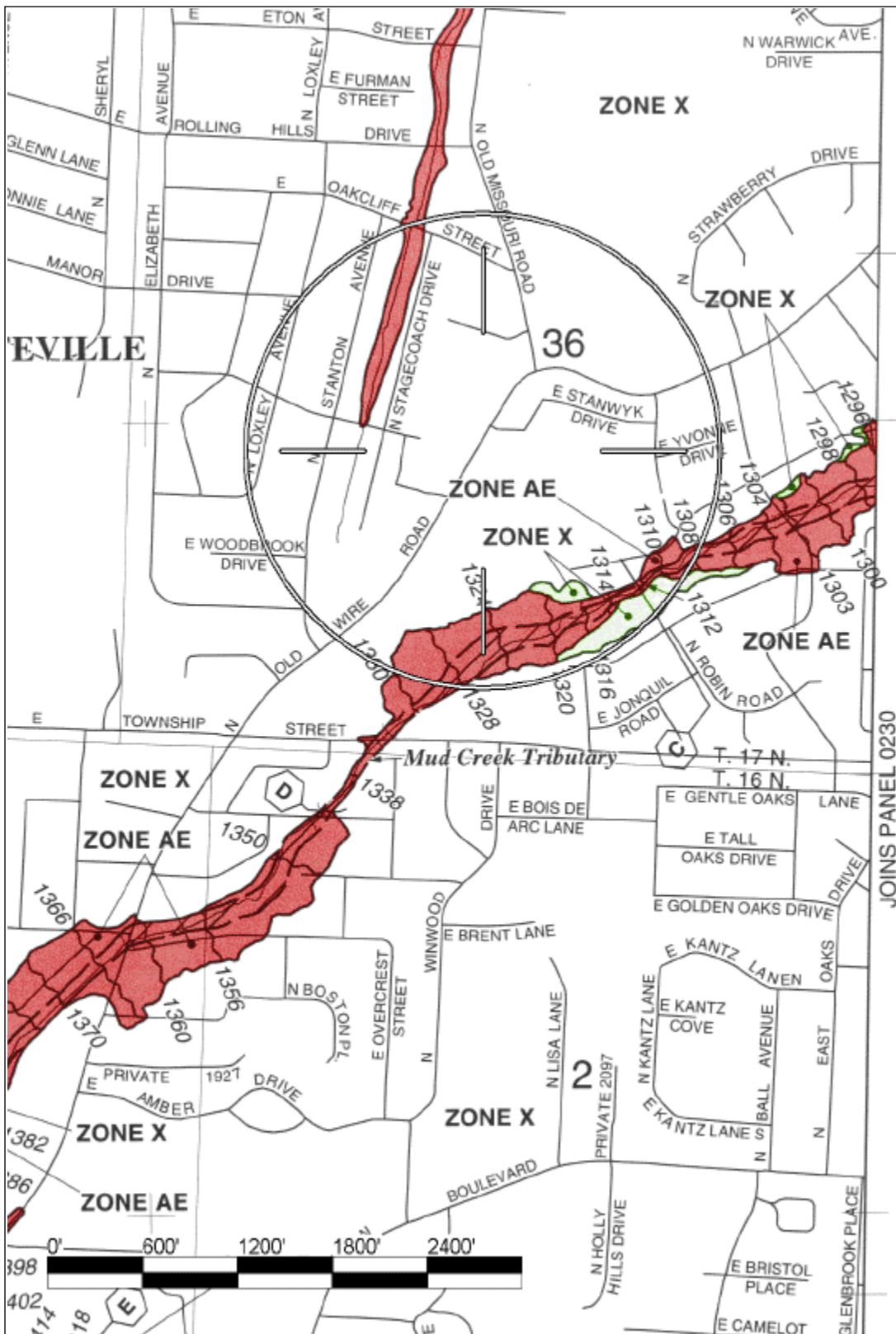


STDBONLINE.com
FLOODSOURCE
FLOODSCAPE™



PROPERTY ADDRESS:

2648 N Old Wire Rd, Fayetteville, Arkansas, 72703



FLOODSCAPE™

Flood Hazards Map

Map Number
05143C0210F

Effective Date
May 16, 2008

Flood Legend

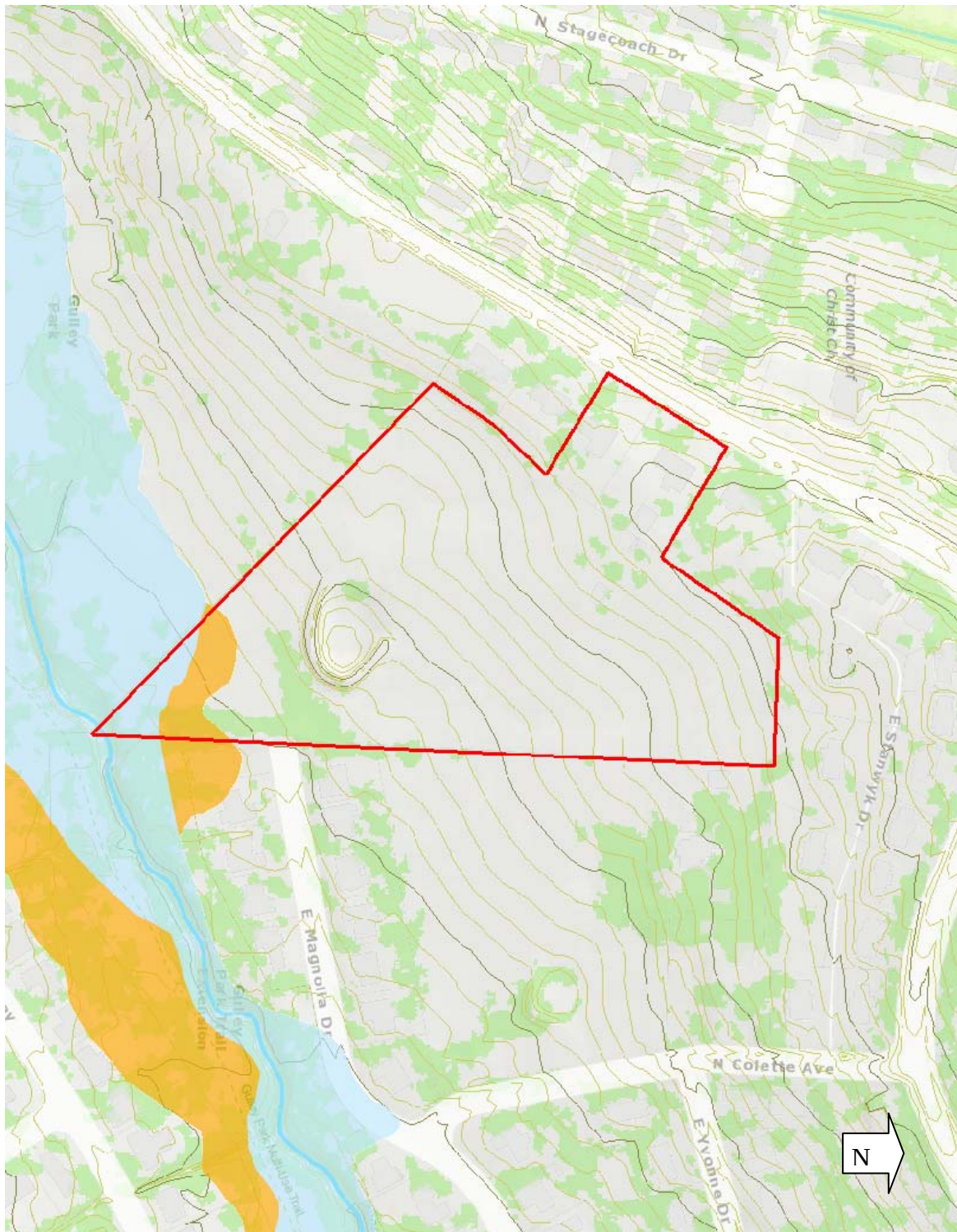
- High flood risk
- Moderate flood risk
- Low flood risk

This report makes no representations or warranties concerning its content, accuracy or completeness.

STDBonline.com
469.574.1234

Powered by FloodSource
877.77.FLOOD
www.floodsource.com

TOPOGRAPHY MAP



Irwin Partners 3739 N. Steele Blvd. Ste 220 Fayetteville, AR 72703 Phone: 479-444-9111 Fax: 479-444-9112	Tom Reed ML # 704776 Current House	07/03/14 List \$1,200,000
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2648 OLD WIRE RD N FAYETTEVILLE	AR 72703	RESIDENTIAL
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INTERNAL INFORMATION List Agt: David Mix 479-521-5600 List Ofc: Bassett Mix & Associates Ofc/Agt: 479-521-5600 479-841-7377 Agt Fax: 479-521-5698 Co-Agt: Agt Email: david@bassettmix.com Owner: Finance Terms: Appr Name: Lkbx:			Type: Ranch New Constr: Bedrms: 3 Total Baths: 2 Apx Heat SqFt /-: 1567 Full Baths: 1 1/2 Baths: 1 Levels: 1 SqFt Source: COURT Rooms: 7 School Dist: Fay-Ville Tubs/Shwr: Combo: 1 Tubs/Shwr: Age: Apx Yr Bt: 1959 Disabled Access: N Driveway: CONC GRVL Garage/Cpt: 2/Attached Garage
Virtual Tour: Showing List Agent Present APP CALL NOKEY Inst: Call to Show: List \$/HtSqFt: \$765.80 List Date: 04/21/14 Pend Date: Wdrwn Date: Sold \$/HtSqFt: Exp Date: Days Pending: Commissions/Fees Agency: ER DOM: 73 Buyer Agent Fee: 2.7 Variable: N Subject To: NOT APPL Contingency:		Taxes: 2100 Assmnt: Transfer Fee: Assmnt Yr: Monthly Fee: Mill Rate: Parcel ID: 765-16080-000	
County: Washington Subdv: FAYETTEVILLE OUTLOTS Acres: 10.950 Lot: Flood Zn: N Block: Covenant: N Zoning: AGR Lot Dim: IRREGULAR Lndscp: Discsure: Y Lot Loc: HSPL SCHL BSNS Lot Desc: CLR OPEN LEV VIEW Legal: PT W/2 SE PT E/2 36-17-30		Liv Rm: 21.5X11 Mstr Bd: 11.5X11.5 Frml Bdrm 2: 11.5X10.5 Kitchen: 25X11 Bdrm 3: 11.5X9.5 Fam Rm: 15X14 Bdrm 4: Bonus: Bdrm 5: Oth Rm: Util Rm: 11X6 Main Level: LR KT MB 2B 3B DN UT FB 2nd Level: 3rd Level: Bsmt Level: Spcl Rms:	
Amenities: ATCSTR BLNDS CELFAN WDCONN Appliances: REF ELEC OVEN MW DISH Equipment: GDOPE Hnd Amen: Com Amer: PARK PLYGD Wter/Lke: NA		Pool Y/N: N Aso/POA Fee: Aso/POA Paid: Assoc. Fees Incl: Golf Course: Pool Type:	
Air: 1/ ELEC Heat Sys: 1/ CEN GAS Elem Sch: Exterior: BRK FRM Patio: 1PAT COV Mid Sch: Fencing: BACK CHNLNK Roads: PUB High Sch: Fireplace: 1/ FAM GLOG Utilities: ELEC SEWAV TEL WATPU Det. Bldg: Floor: CER CRPT WOOD Wtr Htr: 1/GAS Foundation: CRWLSP Windows: VNYL 2P Exclusions: Workshop: DET Storm Shelter:			
Public Remarks: THIS IS ONE OF THE BEST PARCELS OF LAND LEFT IN THE CITY OF FAYETTEVILLE ADJOINING GULLEY PARK. TOTAL IS 10.95 ACRES WITH ACCESS TO ALL UTILITIES AND 2 STREET FOR ACCESS. MAGNOLIA & OLD WIRE ROAD. PROPERTY INCLUDES 2 HOUSES AND A 38X30 SHOP WITH CONCRETE FLOORS, WATER AND ELECTRIC. 2 HOUSES ZONED RESIDENTIAL AND ADJOINING LAND IS ZONED AGRI. ABSOLUTELY THE BEST PROPOERTY FOR A FANTASTIC SUBDIVISION. MLS Remarks: 2 HOUSES ZONED RESIDENTIAL AND ADJOINING LAND IS ZONED AGRI. ABSOLUTELY THE BEST PROPOERTY FOR A FANTASTIC SUBDIVISION. Directions: MISSION TURN NORTH ON OLD WIRE OR OLD MISSOURI. TURN SOUTH ON OLD WIRE ROAD.			
Selling Office: Selling ID: Selling Office Name: Selling Agent Name: Buyer:			

Copyright 2014

Information deemed reliable but not guaranteed.

07/03/2014

9:30 AM

David Mix

From: David Mix <david@bassettmix.com>
Sent: Thursday, June 26, 2014 12:45 PM
To: Edmonston, Connie (cedmonston@fayetteville-ar.gov)
Subject: FW: Message from "RNP0026732E7288"
Attachments: 20140626120247942.pdf

Connie,

Attached please find a amortization schedule pertaining to the property that is owned by Mrs. Dunn on Old Wire Road here in Fayetteville.

They have decided to offer to the City of Fayetteville the following proposal.

Purchase price \$1.1 million

Down Payment of \$450,000.00

They will carry at 4% interest a loan to be paid out over a 5 year period in the amount of \$650,000.00.

They will consider monthly or yearly payments.

Please see the amortization chart with the terms as described.

Mrs. Dunn has an offer on the table from 3 local developers but she is waiting to see the response from the city. I am ethically bound to tell you that there is an offer. So this is not a sales ploy, but the truth to the matter. Their wish is for it to go to the City for the park. We need a quick response if this is even anything the City will respond to. She and the family are open to discussions on the proposal.

Thank you and you may call me any time. I would appreciate it if you would run all correspondence through me as the Dunn's are a little worn out with all the people that have been contacting them about the property.

You can reach me any time at 479-841-7377

Thank you sincerely,

David Mix
Broker/Owner
Bassett Mix and Assoc.

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

From: David Mix [<mailto:david@bassettmix.com>]
Sent: Thursday, June 26, 2014 11:03 AM
To: David Mix
Subject: Message from "RNP0026732E7288"

This E-mail was sent from "RNP0026732E7288" (Aficio MP C5501).

Scan Date: 06.26.2014 12:02:47 (-0400)

Queries to: lanier@bassettmix.com



Arvest Personal Banking

How much will my fixed rate mortgage payment be?

This calculator computes the payments (principal and interest) for a fixed rate loan, using monthly interest compounding and monthly payments.

Home price
 Down payment ☐ % ☒ \$
 Loan term ☐ Months ☒ Years
 Interest rate
☒ Show payment schedule

COMPUTE

Your payment will be \$11,970.74.

Financial Details

Home price	\$1,100,000.00
Down payment	\$450,000.00
Total amount financed	\$650,000.00
Payment amount	\$11,970.74
Total payments	\$718,244.36
Interest rate	4.000 %
Interest compounding	Monthly
Total finance charge	\$68,244.36

Payment Summary

Event	Amount	Term	Period
Loan	\$650,000.00	1	
Payment	\$11,970.74	59	Monthly
Payment	\$11,970.70	1	

Payment 31	\$11,970.74	\$1,137.37	\$10,833.37	\$330,376.14
Payment 32	\$11,970.74	\$1,101.25	\$10,869.49	\$319,506.65
Payment 33	\$11,970.74	\$1,065.02	\$10,905.72	\$308,600.93
Payment 34	\$11,970.74	\$1,028.67	\$10,942.07	\$297,658.86
Payment 35	\$11,970.74	\$992.20	\$10,978.54	\$286,680.32
Payment 36	\$11,970.74	\$955.60	\$11,015.14	\$275,665.18
Payment 37	\$11,970.74	\$918.88	\$11,051.86	\$264,613.32
Payment 38	\$11,970.74	\$882.04	\$11,088.70	\$253,524.62
Payment 39	\$11,970.74	\$845.08	\$11,125.66	\$242,398.96
Payment 40	\$11,970.74	\$808.00	\$11,162.74	\$231,236.22
Payment 41	\$11,970.74	\$770.79	\$11,199.95	\$220,036.27
Payment 42	\$11,970.74	\$733.45	\$11,237.29	\$208,798.98
Payment 43	\$11,970.74	\$696.00	\$11,274.74	\$197,524.24
Payment 44	\$11,970.74	\$658.41	\$11,312.33	\$186,211.91
Payment 45	\$11,970.74	\$620.71	\$11,350.03	\$174,861.88
Payment 46	\$11,970.74	\$582.87	\$11,387.87	\$163,474.01
Payment 47	\$11,970.74	\$544.91	\$11,425.83	\$152,048.18
Payment 48	\$11,970.74	\$506.83	\$11,463.91	\$140,584.27
Payment 49	\$11,970.74	\$468.61	\$11,502.13	\$129,082.14
Payment 50	\$11,970.74	\$430.27	\$11,540.47	\$117,541.67
Payment 51	\$11,970.74	\$391.81	\$11,578.93	\$105,962.74
Payment 52	\$11,970.74	\$353.21	\$11,617.53	\$94,345.21
Payment 53	\$11,970.74	\$314.48	\$11,656.26	\$82,688.95
Payment 54	\$11,970.74	\$275.63	\$11,695.11	\$70,993.84
Payment 55	\$11,970.74	\$236.65	\$11,734.09	\$59,259.75
Payment 56	\$11,970.74	\$197.53	\$11,773.21	\$47,486.54
Payment 57	\$11,970.74	\$158.29	\$11,812.45	\$35,674.09
Payment 58	\$11,970.74	\$118.91	\$11,851.83	\$23,822.26
Payment 59	\$11,970.74	\$79.41	\$11,891.33	\$11,930.93
Payment 60	\$11,970.70	\$39.77	\$11,930.93	\$0.00

Grand Total \$650,000.00 \$718,244.36 \$68,244.36 \$650,000.00 \$0.00

This amortization schedule is powered by: ©TimeValue Software

Irwin Partners
3739 N. Steele Blvd. Ste 220
Fayetteville, AR72703
Phone: 479-444-9111 Fax: 479-444-9112

Tom Reed
ML# 699818
Current

07/16/14
List \$3,900,000

2900 OLD MISSOURI RD FAYETTEVILLE

AR 72703

Land

INTERNAL INFORMATION

List Agt: Mitch Weigel 479-443-1313
List Ofc: Downtown Properties Real Estate Group
Ofc/Agt: 479-443-1313 479-466-2369
Co Agt:

Agt Fax: **479-527-7128**

Agt Email: mitch@dpreg.com

Owner:

Finance Terms:

Appraiser:

Showing Instructions:

Call to Show:

LP/Acre: \$77627.389

SP/Acre:

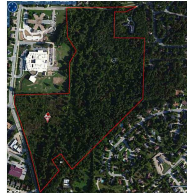
Subject To: NOT APPL

Commissions/Fees Agency: ER

Buyer Agent Fee: 2.5 Variable: N

Contingency:

Virtual Tour:



SubType: RESD DEVPOTNL

Location:

Description: NO

School Dist: Fay-Ville

Elementary School:

Middle School:

High School:

Taxes: 3,900

Assmnt:

Assmnt Yr:

Mill Rate:

Disclosure: Y

Mobile Hm Allowed: N

Covenants:

Flood Zn: N

Zoning: RES

Parcel ID:

County: Washington Lot: 0 Block: 0 Subdivision: 36-17-30 Fayetteville Ou

Legal: PT W/2 NE & PT SE NW 52.24A

Acres: 50.240 Lot Dim: Irregular

Surveyed: Y Fronttg:

Lot Desc: LEV SLP

Aso/POA Fee:

Exclusions:

Aso/POA Paid

Financing:

Assoc. Fees Incl:

Electric:

Lake/Property:

Gas:

Water/Sewer: STRTSWR

TV HkUp:

Ponds:

Roads: PUB PAVE

Streams:

Topography: **LEV SLP PTWOOD**

Minerals:

Fencing: PART WIRE

Public Remarks: 50 +/- acres located in north Fayetteville currently zoned RSF4. Prime undeveloped residential acreage adjacent to Butterfield Elementary School, with convenient transportation corridors and access to utilities. Exact parcel size will be determined by two splits required to separate existing structures from the property. Preliminary S/D concept layouts indicate the "potential" for between 135 and 159 lots at the properties current RSF4 zoning. Seller will consider offers on smaller parcels. 1

MLS Remarks: Parcel offered is subject to lot splits within the city of Fayetteville to separate existing structures from the property. I currently have concept designs for RSF2, RSF4 and RSF7 zoning prepared by McClelland Engineering.

Directions: From Joyce in Fayetteville, south on Old Missouri, or from College Ave (Hwy 71) east on Rolling Hills to Old Missouri Rd.

Sell Ofc:

Selling Office Name:

Sell Agt:

Selling Agent Name:

Buyer Name:

Irwin Partners
3739 N. Steele Blvd. Ste 220
Fayetteville, AR72703
Phone: 479-444-9111 Fax: 479-444-9112

Tom Reed
ML# 711541
Current
07/16/14
List \$400,000

2911 OLD WIRE RD N FAYETTEVILLE

AR 72703

Land

INTERNAL INFORMATION

List Agt: Gina Lyle-Bailey 479-846-2222
List Ofc: Legend Realty
Ofc/Agt: 479-267-5911 479-263-1739
Co Agt:

Agt Fax: **479-267-5912**

Agt Email: ginalyle42@yahoo.com

Owner:

Finance Terms:

Appraiser:

Showing Instructions: Apmt Only LBSUP

Call to Show:

LP/Acre: \$74515.648

SP/Acre:

Subject To: NOT APPL

Commissions/Fees Agency: ER

Buyer Agent Fee: 3 Variable: N

Contingency:

Virtual Tour:



SubType: RESD

Location:

Description: NO

School Dist: Fay-Ville

Elementary School:

Middle School:

High School:

Taxes: 620

Assmnt:

Assmnt Yr:

Mill Rate:

Disclosure: Y

Mobile Hm Allowed: N

Covenants:

Flood Zn:

Zoning:

Parcel ID: 765-16035-000

County: Washington

Lot: 0

Block: 0

Subdivision

FAYETTEVILLE OUTLOTS

Legal: PT NE NE 2.368 A, PT SE NE 3 AC

Acres: 5.368

Lot Dim: 5.368 AC

Surveyed:

Frontg:

Lot Desc: NSUBDV SEC

Aso/POA Fee:

Exclusions:

Aso/POA Paid

Financing:

Assoc. Fees Incl:

Electric: ONSITE

Gas: ONSITE

Water/Sewer: SITEWTR EXSTSPTC

TV HkUp:

Roads: PUB

Topography: **OPEN PTWOOD**

Lake/Property:

Ponds: NO

Streams:

Minerals: UNK

Fencing: NO

Public Remarks: Small house on property (no value), 32x44 garage/shop, barn. Shop is in good condition with steel beams & concrete floors. House is in need of repairs. Current appraisal. Great place to build a home. See MLS 711509

MLS Remarks: Make appointment to show. Seller is related to agent.

Directions: From I-49, go 71B (College) to Rolling Hills, turn left, go to Old Missouri & turn left onto Old Wire Rd. property on the left past Oak Bailey.

Sell Ofc:

Selling Office Name:

Sell Agt:

Selling Agent Name:

Buyer Name:



Katie Hampton <katie.hampton85@gmail.com>

FW: Gulley Park Expansion Project

Tom Reed <TReed@reedappraisal.biz>
To: katie.hampton85@gmail.com

Thu, Jul 3, 2014 at 12:45 PM

From: Edmonston, Connie [mailto:cedmonston@fayetteville-ar.gov]
Sent: Thursday, July 03, 2014 12:15 PM
To: Tom Reed
Cc: Tom Reed; Bearden, Alan; Spann, Alan
Subject: Re: Gulley Park Expansion Project

David Mix requested that you call him when you need to get on the property so he can notify the Dunn Family. David's cell is 841-7377. Thank you.

Sent from my iPad

On Jul 3, 2014, at 11:46 AM, "Spann, Alan" <aspann@fayetteville-ar.gov> wrote:

Mr. Reed,

My name is Alan Spann and I am writing to you on behalf of Connie Edmonston. The City would like for your company to proceed with the appraisal of the property adjacent to Gulley Park, according to the details in the email exchange between yourself and Connie. Within the appraisal, we would like for each home and corresponding lot to be valued separately from the open acreage. We have created **P.O. # 14-303** for \$3,500 for the appraisal by Reed & Associates.

Thanks very much and let me know if you have any questions or concerns.

Alan Spann

Recreation Superintendent

City of Fayetteville, Arkansas

T 479.444.3471 | F 479.521.7714

Website | Facebook | Twitter | Instagram | YouTube



Katie Hampton <katie.hampton85@gmail.com>

FW: Gulley Park Expansion Project

Tom Reed <TReed@reedappraisal.biz>
To: katie.hampton85@gmail.com

Thu, Jul 3, 2014 at 11:01 AM

From: Edmonston, Connie [mailto:cedmonston@fayetteville-ar.gov]
Sent: Thursday, July 03, 2014 9:46 AM
To: Tom Reed
Subject: RE: Gulley Park Expansion Project

Thank you Tom. I am waiting to hear back from the Dunn family if they will not sell the property until the City receives the appraisal and makes an offer on the property.

From: Tom Reed [mailto:TReed@reedappraisal.biz]
Sent: Thursday, July 03, 2014 9:33 AM
To: Edmonston, Connie
Subject: Gulley Park Expansion Project

Connie,

We will complete the appraisal in connection with the above captioned project by 1:00 P.M. on Friday, July 18th. Our fee will be \$3,500. I originally told you we accept credit cards for payment, but forgot we discontinued this a short time ago.

Thank-you,

TOM REED, MAI, CRE

Reed and Associates, Inc.

One Steele Plaza

3739 N. Steele Boulevard, Suite 220

Fayetteville, AR 72703

7/3/2014

Gmail - FW: Gulley Park Expansion Project

Email: *treed@reedappraisal.biz*

Phone: 479-521-6313 Ext. 102

Fax: 479-521-6315

RESOLUTION NO. 157-14

A RESOLUTION TO APPROVE THE ATTACHED OFFER AND ACCEPTANCE CONTRACT IN WHICH THE CITY AGREES TO PURCHASE ABOUT 11 ACRES OF LAND INCLUDING TWO HOUSES AND ANY OUTBUILDINGS FROM MARY L. DUNN FOR THE AMOUNT OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00), TO AUTHORIZE MAYOR JORDAN TO SIGN ALL NECESSARY DOCUMENTS FOR THIS PURCHASE AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT

WHEREAS, Mayor Jordan has signed the attached Offer and Acceptance Contract which is expressly contingent upon approval of the City Council; and

WHEREAS, the owner, Mary L. Dunn has also signed the attached Offer and Acceptance Contract.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and agrees to the attached Offer and Acceptance Contract in the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) to be paid as specified therein to Mary L. Dunn for the purchase of her property (about 11 acres) and authorizes Mayor Jordan to sign all necessary documents to carry out this purchase including a contract with the Fayetteville Natural Heritage Association, Inc.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment for this purchase.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer





CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Mayor and City Council

THRU: Justin Tenant, City Council Alderman, Ward 3, Position 1
Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Alison Jumper, Park Planning Superintendent

DATE: August 8, 2014

SUBJECT: Approval to Purchase approximately 10.95 acres of land adjacent to Gulley Park

RECOMMENDATION:

Approval of the purchase of approximately 10.95 acres of land including two single family residences adjacent to Gulley Park for \$1,100,000.

BACKGROUND:

Gulley Park is a 27 acre community park that was created in 1988 when the Fred Gulley family sold the land to the City of Fayetteville. Its walking trail, playgrounds, pavilion and open space are very highly used by citizens city wide. Fayetteville is fortunate to have many parks, however Gulley is one of the few parks that still retains a somewhat pastoral atmosphere due to the nature of the land, open, non-programmed usable green space. As many are aware, people do not have to be actively engaged in any particular outdoor sport or recreation activity to reap the benefits of being in nature. Often it just takes 'being' in nature to reset. The addition of the land to the north is a natural expansion of what the City currently provides and will preserve that pastoral setting to which people appear to flock.

Gulley Park is one of the City's most popular parks. It is home to the Gulley Park Concert Series, which has completed its 18th consecutive year. The concerts draw an average crowd of 1,000 people per show. In 2013, citizens reserved the Gulley Park pavilions over 400 times. In additions, many events are held at Gulley Park such as the annual Dogwood Walk, Cow Paddy Run and our own drama camp.

The property adjacent to the park has been offered for sale. A group of citizens formed the Friends of Gulley Park group in support of purchasing the property and they are currently raising funds to assist in the purchase. An offer and acceptance contract has been signed by the seller (attached).

DISCUSSION:

The City of Fayetteville solicited bids to conduct an appraisal of the land. Reed and Associates, Inc. was the low bid. According to the attached appraisal, the land and two homes are worth \$970,000. Staff is requesting approval to make an offer to purchase the land and two residences

for \$1,100,000 The offer includes an initial payment of \$700,000, a second payment \$270,000 to be made on February 1, 2016 and a final payment of \$130,000 on February 1, 2017.

The Fayetteville Natural Heritage Association (FNHA) has committed to raise \$130,000 above the appraised value. The efforts of the "Friends of Gulley Park" group have already raised a substantial amount of the \$130,000 to go towards FNHA's commitment.

The opportunity to preserve greenspace in the center of the city does not present itself often. This property acquisition would add important land to the City's parks system, improving upon our Green Infrastructure. A public meeting will be held at some point in the future to determine the citizen's desires for development of the approximate 9.7 acres addition to Gulley Park. A master plan will be designed and presented to the public and Parks and Recreation Advisory Board for approval.

BUDGET/STAFF IMPACT:

Funding for the purchase would come from the Parks Development Funds proposed in 2015 of the Capital Improvement Plan (\$700,000), and 2016 (\$270,000). The original proposal for the 2015 capital project included the renovation of the trail, lighting, and additional parking at Gulley Park. These Gulley Park improvements would be delayed until the next five year Capital Improvement Plan.

The current proposed 2016 capital project is to make improvements at Wilson Park to the rock house, restroom, basketball court and playground. If the purchase of the land adjacent to Gulley is approved, it is anticipated that the two lots with homes fronting Old Wire Road would be sold. The revenue from the sale of these houses will go towards the second payment of \$270,000 in 2016 and will help replenish the funding planned for the improvements to Wilson Park.

This land purchase would increase maintenance costs minimally as it will be incorporated into the existing maintenance plan for Gulley Park.

Attachments:

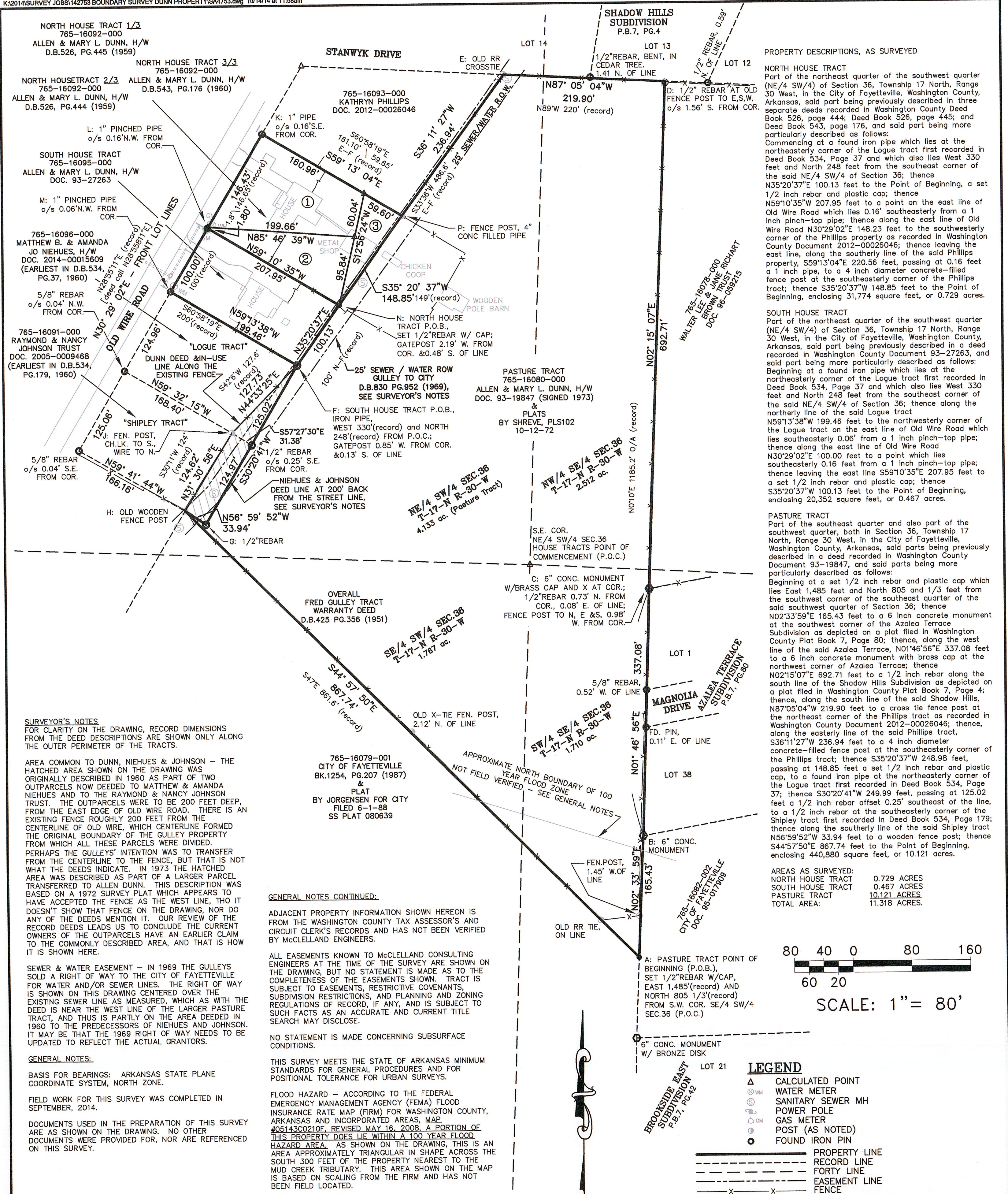
Offer and Acceptance Contract
Letter of Commitment from FNHA
Appraisal
Staff Review Form

TO: Connie Edmonston, Parks & Recreation Director
THRU: Don Marr, Chief of Staff
FROM: Connie Edmonston, Parks & Recreation Director
DATE: August 11, 2014
SUBJECT: Change of CIP if Gulley Park Land Expansion Purchase is approved

RECOMMENDATION:

If the Gulley Park land expansion is approved, there will be a couple of changes to our CIP as follows:

1. Gulley Park land expansion purchase: \$1,100,000
2015: \$700,000
2016: \$270,000
2017: \$130,000 – Contracted to be funded by the Fayetteville Natural Heritage Association.
2. In 2015, the original proposal of \$700,000 to renovate the trail and lighting, and providing additional parking at Gulley Park will be delayed until the next five year Capital Improvement Plan.
3. The current proposed 2016 capital project is to make improvements at Wilson Park to the rock house, restroom, basketball court and playground. It is anticipated that the two lots with homes fronting Old Wire Road would be sold. The revenue from the sale of these houses will go towards the second payment of \$270,000 in 2016 and will help replenish the funding planned for the improvements to Wilson Park

**SURVEYOR'S NOTES**

FOR CLARITY ON THE DRAWING, RECORD DIMENSIONS FROM THE DEED DESCRIPTIONS ARE SHOWN ONLY ALONG THE OUTER PERIMETER OF THE TRACTS.

AREA COMMON TO DUNN, NIEHUES & JOHNSON - THE HATCHED AREA SHOWN ON THE DRAWING WAS ORIGINALLY DESCRIBED IN 1960 AS PART OF TWO OUTPARCELS NOW DEEDED TO MATTHEW & AMANDA NIEHUES AND TO THE RAYMOND & NANCY JOHNSON TRUST. THE OUTPARCELS WERE TO BE 200 FEET DEEP, FROM THE EAST EDGE OF OLD WIRE ROAD. THERE IS AN EXISTING FENCE ROUGHLY 200 FEET FROM THE CENTERLINE OF OLD WIRE, WHICH CENTERLINE FORMED THE ORIGINAL BOUNDARY OF THE GULLEY PROPERTY FROM WHICH ALL THESE PARCELS WERE DIVIDED. PERHAPS THE GULLEYS' INTENTION WAS TO TRANSFER FROM THE CENTERLINE TO THE FENCE, BUT THAT IS NOT WHAT THE DEEDS INDICATE. IN 1973 THE HATCHED AREA WAS DESCRIBED AS PART OF A LARGER PARCEL TRANSFERRED TO ALLEN DUNN. THIS DESCRIPTION WAS BASED ON A 1972 SURVEY PLAT WHICH APPEARS TO HAVE ACCEPTED THE FENCE AS THE WEST LINE, THO IT DOESN'T SHOW THAT FENCE ON THE DRAWING, NOR DO ANY OF THE DEEDS MENTION IT. OUR REVIEW OF THE RECORD DEEDS LEADS US TO CONCLUDE THE CURRENT OWNERS OF THE OUTPARCELS HAVE AN EARLIER CLAIM TO THE COMMONLY DESCRIBED AREA, AND THAT IS HOW IT IS SHOWN HERE.

SEWER & WATER EASEMENT - IN 1969 THE GULLEYS SOLD A RIGHT OF WAY TO THE CITY OF FAYETTEVILLE FOR WATER AND/OR SEWER LINES. THE RIGHT OF WAY IS SHOWN ON THIS DRAWING CENTERED OVER THE EXISTING SEWER LINE AS MEASURED, WHICH AS WITH THE DEED IS NEAR THE WEST LINE OF THE LARGER PASTURE TRACT, AND THUS IS PARTLY ON THE AREA DEEDED IN 1960 TO THE PREDECESSORS OF NIEHUES AND JOHNSON. IT MAY BE THAT THE 1969 RIGHT OF WAY NEEDS TO BE UPDATED TO REFLECT THE ACTUAL GRANTORS.

GENERAL NOTES:

BASIS FOR BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

FIELD WORK FOR THIS SURVEY WAS COMPLETED IN SEPTEMBER, 2014.

DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY ARE AS SHOWN ON THE DRAWING. NO OTHER DOCUMENTS WERE PROVIDED FOR, NOR ARE REFERENCED ON THIS SURVEY.

GENERAL NOTES CONTINUED:

ADJACENT PROPERTY INFORMATION SHOWN HEREON IS FROM THE WASHINGTON COUNTY TAX ASSESSOR'S AND CIRCUIT CLERK'S RECORDS AND HAS NOT BEEN VERIFIED BY McCLELLAND ENGINEERS.

ALL EASEMENTS KNOWN TO McCLELLAND CONSULTING ENGINEERS AT THE TIME OF THE SURVEY ARE SHOWN ON THE DRAWING, BUT NO STATEMENT IS MADE AS TO THE COMPLETENESS OF THE EASEMENTS SHOWN. TRACT IS SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, AND PLANNING AND ZONING REGULATIONS OF RECORD, IF ANY, AND IS SUBJECT TO SUCH FACTS AS AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

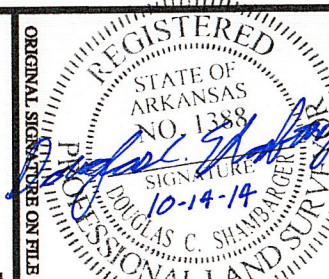
NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS.

THIS SURVEY MEETS THE STATE OF ARKANSAS MINIMUM STANDARDS FOR GENERAL PROCEDURES AND FOR POSITIONAL TOLERANCE FOR URBAN SURVEYS.

FLOOD HAZARD - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP #05143C0210F, REVISED MAY 16, 2008, A PORTION OF THIS PROPERTY DOES LIE WITHIN A 100 YEAR FLOOD HAZARD AREA. AS SHOWN ON THE DRAWING, THIS IS AN AREA APPROXIMATELY TRIANGULAR IN SHAPE ACROSS THE SOUTH 300 FEET OF THE PROPERTY NEAREST TO THE MUD CREEK TRIBUTARY. THIS AREA SHOWN ON THE MAP IS BASED ON SCALING FROM THE FIRM AND HAS NOT BEEN FIELD LOCATED.

500-17N-30W-0-36-203-72-1388

ALLEN & MARY DUNN PROPERTY
2648 NORTH OLD WIRE ROAD
NORTH OF GULLEY PARK
FOR THE CITY OF FAYETTEVILLE, ARKANSAS



MCE McClelland Consulting Engineers, Inc.
DESIGNED TO SERVE ENGINEERS, INC.
1810 N. College
Fayetteville, Arkansas 72702
P: 479.443.2377
F: 479.443.2371
P: 501.371.0922
F: 501.371.0921
501 E. Allison Blvd.
Sard Springs, OK 74803
P: 918.246.0555
F: 918.246.0555
HTTP://WWW.MCCLELLAND-ENGRS.COM

Jones, Carole

From: CityClerk
Sent: Thursday, February 12, 2015 4:50 PM
To: Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; McCoy, Dee; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Smith, Lindsley; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Jones, Carole
Subject: FW: Supplemental Information for Legistar Item No. 2015-0056
Attachments: 2015-0056 Gulley Park Two Single Family Lot Sell supplemental info.pdf

Please see the e-mail and attachment from Carole Jones for supplemental information for the Gulley Park Two Single Family Lot Sell agenda item.

Thanks,
Dee McCoy

Office of the City Clerk Treasurer

113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
479.575.8323
cityclerk@fayetteville-ar.gov



From: Jones, Carole
Sent: Thursday, February 12, 2015 4:37 PM
To: CityClerk
Cc: Edmonston, Connie
Subject: Supplemental Information for Legistar Item No. 2015-0056

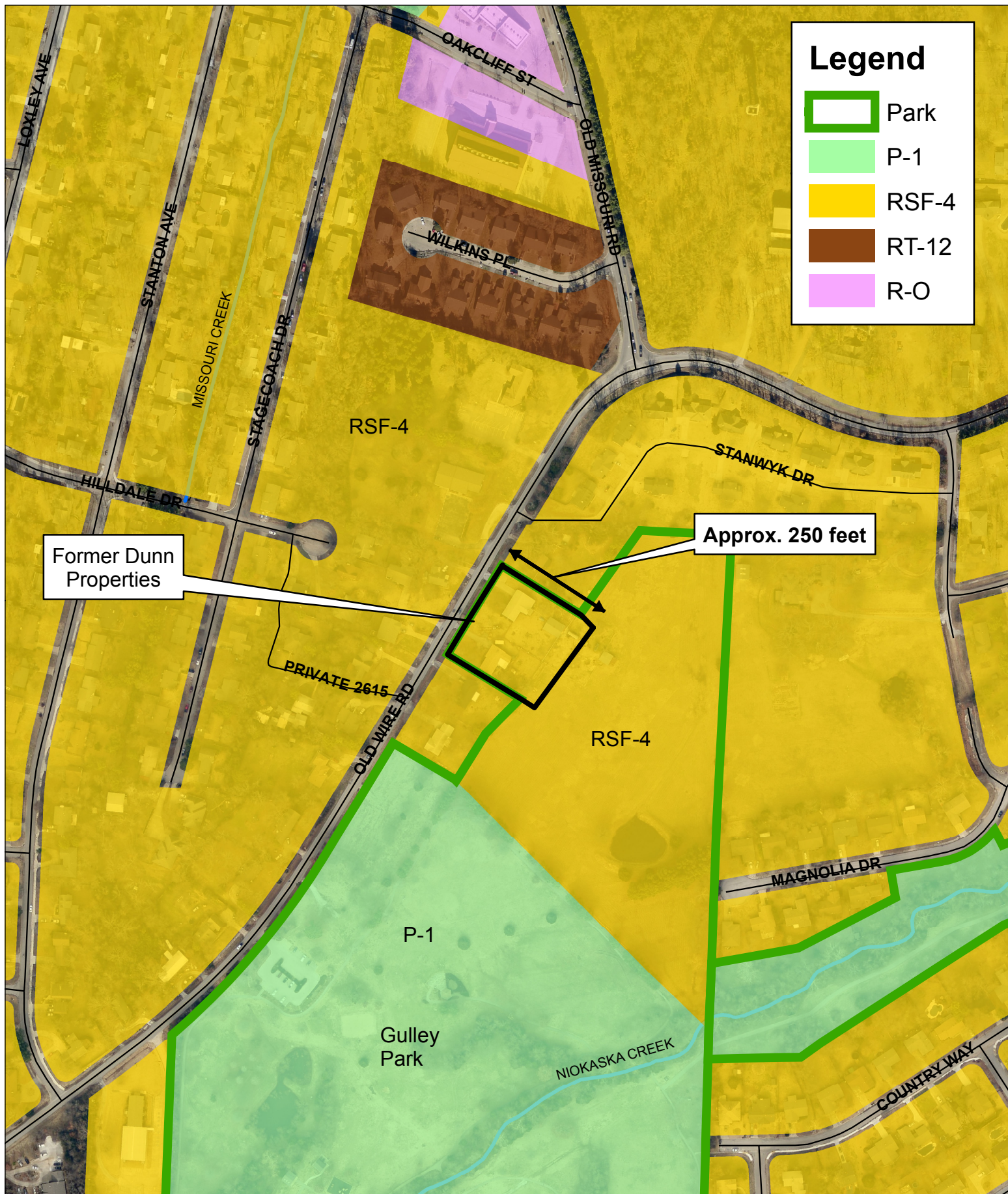
At the agenda session held on Tuesday, February 10, 2015, members of the City Council requested additional information regarding zonings, building setbacks, etc. for the two single family lots that are proposed for sale near Gulley Park. Please find attached the requested supplemental information for Legistar Item No. 2015-0056. Please forward to the City Council for the February 17, 2015 meeting. Please contact me if you have any questions or need additional information.

Kindest regards,

Carole Jones, PE

Park Planner II
City of Fayetteville, Arkansas
T 479.444.3472 | F 479.521.7714
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

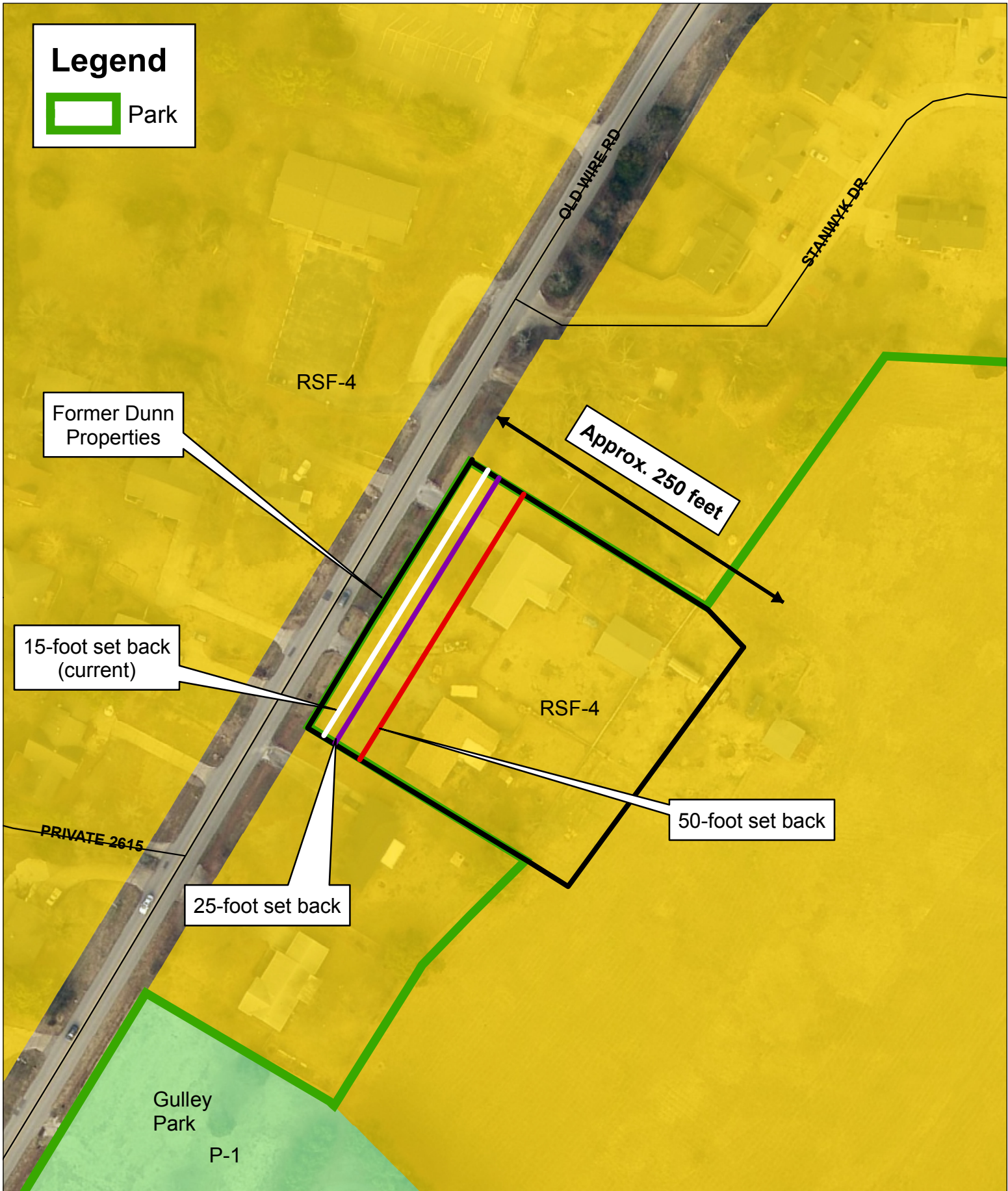




Legistar Item No. 2015-0056:
Gulley Park Two Single Family Lot Sell

0 95 190 380 570 760 Feet





Legistar Item No. 2015-0056:
Gulley Park Two Single Family Lot Sell

0 30 60 120 180 240 Feet



Legistar Item No. 2015-0056: Gulley Park Two Single Family Lot Sell

Current zoning RSF-4, Residential Single-Family – Four Units Per Acre: The required building set back along Old Wire Road is 15 feet. **Single-family dwellings up to four units per acre are permitted. Two-family dwellings up to seven units per acre, Limited business, Home occupations, Wireless communications facilities and Cottage Housing Development are permitted by Conditional Use.** The building height maximum is 45 feet.

Zoning RMF-12, Residential Multi-Family – Twelve Units Per Acre: The required building set back along Old Wire Road is 25 feet. **Single-family dwellings, Two-family dwellings, Three-family dwellings, Multi-family dwellings, and Cottage Housing Developments up to 12 units per acre are permitted. Manufactured home park, Limited business, Home occupations, Professional offices and Wireless communications facilities are permitted by Conditional Use.** The building height maximum is 45 feet¹.

Zoning RMF-24, Residential Multi-Family – Twenty-four Units Per Acre: The required building set back along Old Wire Road is 25 feet. **Single-family dwellings, Two-family dwellings, Three-family dwellings, Multi-family dwellings, and Cottage Housing Developments up to 24 units per acre are permitted. Manufactured home park, Limited business, Home occupations, Professional offices and Wireless communications facilities are permitted by Conditional Use.** The building height maximum is 60 feet².

Zoning RMF-40, Residential Multi-Family – Forty Units Per Acre: The required building set back along Old Wire Road is 25 feet. **Single-family dwellings, Two-family dwellings, Three-family dwellings, Multi-family dwellings, and Cottage Housing Developments up to 40 units per acre are permitted. Manufactured home park, Limited business, Home occupations, Professional offices and Wireless communications facilities are permitted by Conditional Use.** The building height maximum is 60 feet².

Zoning R-O, Residential Office: The required building set back along Old Wire Road is 15 feet OR 50 feet if parking is allowed between the right-of-way and the building. **Single-family dwellings, Two-family dwellings, Limited businesses, Offices and Cottage Housing Developments up to 24 units per acre are permitted. Multi-family dwellings up to 24 units per acre are permitted by Conditional Use.** The building height maximum is 60 feet³.

Zoning C-1, Neighborhood Commercial: The required building set back along Old Wire Road is 15 feet OR 50 feet if parking is allowed between the right-of-way and the building. **Eating places, Neighborhood shopping, Gasoline service stations and drive-in/drive through restaurants, Offices, studios, and related services, and Cottage Housing Development are permitted. Liquor stores, Outdoor music establishments, Wireless communications facilities, Sidewalk Cafes, and Clean technologies are permitted by Conditional Use.** The building height maximum is 56 feet³.

Zoning Community Services: The required building set back along Old Wire Road is 25 feet. **Single-family dwellings, Two-family dwellings, Three-family dwellings, Eating places, Neighborhood Shopping goods, Gasoline service stations and drive-in/drive through restaurants, Home occupations, Offices, studios and related services, Multi-family dwellings and Cottage Housing Development are permitted. Hotel, motel and amusement services; Shopping goods; Transportation, trades and services; Commercial recreation, small sites; Center for collecting recyclable materials; Liquor stores; Outdoor music establishments; Wireless communication facilities; Sidewalk Cafes; and Clean technologies are permitted by Conditional Use. There are no density requirements for dwellings.** The building height maximum is 56 feet.

¹ 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.

² 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.

³ 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.



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0074

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C.1

REZONING PETITION RZN 15-4942:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4942, FOR APPROXIMATELY 4.84 ACRES, LOCATED AT 3010 WEST OLD FARMINGTON ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 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 an R-A, Residential-Agriculture, to RSF-8, Residential Single Family, 8 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.

City of Fayetteville Staff Review Form

2015-0074

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

2/13/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-4942: Rezone (3010 W. OLD FARMINGTON RD./NALL-BEDFORD, 557): Submitted by VICKI BEDFORD for property located at 3010 W. OLD FARMINGTON RD. The property is zoned R-A, RESIDENTIAL AGRICULTURE and contains approximately 4.84 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Fayetteville City Council
THRU: Andrew Garner, City Planning Director
FROM: Quin Thompson, Senior Planner
DATE: February 13, 2015

SUBJECT: **RZN 15-4942: Rezone (3010 W. OLD FARMINGTON RD./NALL-BEDFORD, 557):** Submitted by VICKI BEDFORD for property located at 3010 W. OLD FARMINGTON RD. The property is zoned R-A, RESIDENTIAL AGRICULTURE and contains approximately 4.84 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-8, Residential Single Family, 8 Units per Acre.

BACKGROUND:

The subject property is located north of Old Farmington Road, west of I-49, and is developed with one residence dating from 1956. The property is zoned R-A, Residential Agricultural and contains approximately 4.84 acres, a portion being in the Hilltop-Hillside Overlay District.

Surrounding Land Use Compatibility: In staff's opinion, this property is compatible with surrounding uses to the north, east, and south. The adjacent property to the north is a single-family home zoned RSF-4, and the property continuing north is largely undeveloped hillside in the RSF-2 zone, while properties to the south and east are in single or three-family residential use. The requested zoning is less compatible with the existing undeveloped land adjacent to the west, however RSF-8 is not considered a high density zone and staff does not anticipate negative impacts to existing properties.

Land Use Plan Analysis: *City Plan 2030 Future Land Use Plan designates this site as Residential Neighborhood Area.* This designation supports a wide spectrum of residential uses and encourages density in all housing types; goal number 2 of the plan reads: *We will discourage suburban sprawl.* A lower residential density in this area would encourage the sprawling development patterns that are typical of some parts of western Fayetteville, while RSF-8 begins a transition to higher density residential development that the Plan seeks to encourage.

DISCUSSION:

On February 9, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~February 09, 2015~~ **UPDATED FEBRUARY 10, 2015**

SUBJECT: **RZN 15-4942: Rezone (3010 W. OLD FARMINGTON RD./NALL-BEDFORD, 557):** Submitted by VICKI BEDFORD for property located at 3010 W. OLD FARMINGTON RD. The property is zoned R-A, RESIDENTIAL AGRICULTURE and contains approximately 4.84 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding of **RZN 15-4942** to the full City Council with a recommendation for approval.

BACKGROUND:

The subject property is located north of Old Farmington Road, west of I-49, and is developed with one residence dating from 1956. The property is zoned R-A, Residential Agricultural and contains approximately 4.84 acres, a portion being in the Hilltop-Hillside Overlay District. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family Residential	RSF-4, Residential Single-Family, 4 units per acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 units per acre
East	Single-Family and Three-family Residential	R-PZD, Scottswood Place, 3.36 units per acre
West	Undeveloped/Single-family Residential	R-A, Residential Agricultural

Request: The request is to rezone the property from R-A, Residential Agricultural to RSF-8, Residential Single-family/8 units per acre. The applicant's letter indicates that they have no plans for development but intend to market the property for development.

Public Comment: Staff has not received any public comment.

INFRASTRUCTURE:

- Streets:** The southern portion of the property has access to Old Farmington Road. This designated Collector street is an unimproved two-lane asphalt street with intermittent curb/gutter and storm drainage. Any required improvements to this street will be determined at time of development.
- Water:** Public water is available to the site. A 6" public main exists in the Old Farmington Road right-of-way.
- Sewer:** Sanitary sewer is available to the site. An 8" main exists along the eastern boundary of the southern parcel and a 6" main exists on the south side of Old Farmington Road.
- 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. This property does not contain any protected streams per the Streamside Protection map. The northern half of the northern subject parcel is located within the Hillside/Hilltop Overlay District.
- Fire:** This development will be protected by Engine 6 located at 900 S. Hollywood. It is 2 miles from the station with an anticipated response time of four minutes to the beginning of the development. The Fire Department anticipates seven 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 begins before maximum build-out and service impact occurs. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.
- Police:** The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN:

The property is designated 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. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features in the natural environment.

DISCUSSION:

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends forwarding of **RZN 15-4942** to the City Council with a recommendation for approval based on the findings discussed herein, that the rezoning is compatible with existing and anticipated uses in the surrounding area and is consistent with the Future Land Use Plan.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>February 09, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>CHESSER</u>	Second: <u>COOK</u>	Vote: <u>9-0-0</u>	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>March 03, 2015</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: **Surrounding Land Use Compatibility:** In staff's opinion, this property is compatible with surrounding uses to the north, east, and south. The adjacent property to the north is a single-family home zoned RSF-4, and the property continuing north is largely undeveloped hillside in the RSF-2 zone, while properties to the south and east are in single or three-family residential use. The requested zoning is less compatible with the existing undeveloped land adjacent to the west, however RSF-8 is not considered a high density zone and staff does not anticipate negative impacts to existing properties.

Land Use Plan Analysis: *City Plan 2030 Future Land Use Plan designates this site as Residential Neighborhood Area. This designation supports a wide spectrum of residential uses and encourages density in all housing types; goal number 2 of the plan reads: We will discourage urban sprawl. A lower residential density in this area would continue the sprawling development pattern that is typical of this western part of Fayetteville, while RSF-8 begins a transition to higher density residential development that the Plan seeks to encourage.*

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: In staff's opinion, the requested RSF-8 zoning district is justified as this time, as the property is located in an area transitioning from agricultural to residential uses.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property RSF-8 is not likely to increase traffic danger or congestion in this location, although the request is for a zone that will allow a higher intensity of development and use than the very low density that is currently allowed under R-A zoning. Improvements to Old Farmington Road including the continued extension of Old Farmington multi-use trail will likely be required depending on the scale 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 R-A to RSF-8 will increase the potential population density, but is unlikely to undesirably increase the load on public services. The Police Department expressed no objections to the proposal. The Fire Department does not feel that this zoning will negatively affect service times to area.

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 161.03 & 161.09
- Fayetteville Fire Department comments
- Request Letter
- City Plan 2030 – Future Land Use Plan map
- Current Land Use Map
- Close Up Map
- One Mile Map

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

(C) *Density.*

Units per acre	One-half
----------------	----------

(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)

161.09 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	45 ft.
Maximum	

(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)



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

To: Vicki Bedford, Quin Thompson
From: Will Beeks Assistant Fire Marshal
Date: January 13, 2015
Re: RZN 15-4942

This development will be protected by Engine 6 located at 900 S Hollywood.

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 7 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 does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain Will Beeks
Fayetteville Fire Department

Honor, Commitment, Courage;
Our people make the difference!

**Jack & Vicki Bedford
21155 Low Gap Lane
Rogers, AR 72756**

Jack – 479-925-2468

Vicki - 479-659-2468

vicki@bedfords.com

January 9, 2015

Members of the City Planning Commission
and Fayetteville City Council
113 West Mountain Street
Fayetteville, Arkansas 72701

RE: RZN 15-4942 - 3010 W. Old Farmington Road, Fayetteville, AR
Washington County Parcels #765-14751-000 and 765-14752-000

To Whom It May Concern:

As joint landowners of 3010 W. Old Farmington Road, along with Melton and Bette Nall, we respectfully request that this property be rezoned from R-A to RSF-8. Raising livestock or crop farming is no longer a viable option for this property. With the ongoing growth and changes in the area, as well as the proximity to the University of Arkansas, downtown Fayetteville, and I-49, the RSF-8 zoning aligns with the surrounding development and Fayetteville's Future Land Use Zoning.

Our two parcels of land total just under five acres. We have no current plans to develop the land but are interested in marketing it to potential developers. By updating the zoning now, we believe we can draw a potential buyer that will embrace the city's vision and develop this property in a way that enhances the development around it. As stated earlier, its access to the U of A -- and virtually everything Fayetteville has to offer -- makes it an excellent location for additional housing for students and professionals.

As far as traffic impact, this property is located at the north end of S. One Mile Road on Old Farmington Road. The stoplight at Martin Luther King Boulevard and S. One Mile Road makes access to Martin Luther King simple. With the city's Master Street Plans connecting Old Farmington Road to Salem Road on the east and South Dinsmore Trail to the west, which will then connect to

Ripple Road, this site should have more than adequate access from a number of directions. Signage should not be an issue, since a development would involve single-family homes.

Jeff Staggs in the City Engineering Division has informed us that there is a 6-inch water line that runs in front of our property along Old Farmington Road and an 8-inch water line that runs up the east side of the property. There is also an 8-inch sewer line that runs up the east property line and a 6-inch sewer line that runs along the south side of Old Farmington Road, across the street from our property.

Thank you for your consideration in this request.

Respectfully submitted,

Vicki Bedford

RZN15-4942

NALL-BEDFORD

Future Land Use



SUBJECT PROPERTY

ALLEY 2800

GREEN POINT TRCE

Legend

..... Multi-Use Trail (Existing)

..... Future Trails

RZN15-4942

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

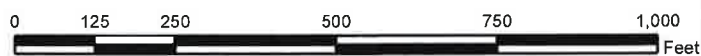
Non-Municipal Government

ROW

Design Overlay District

Design Overlay District

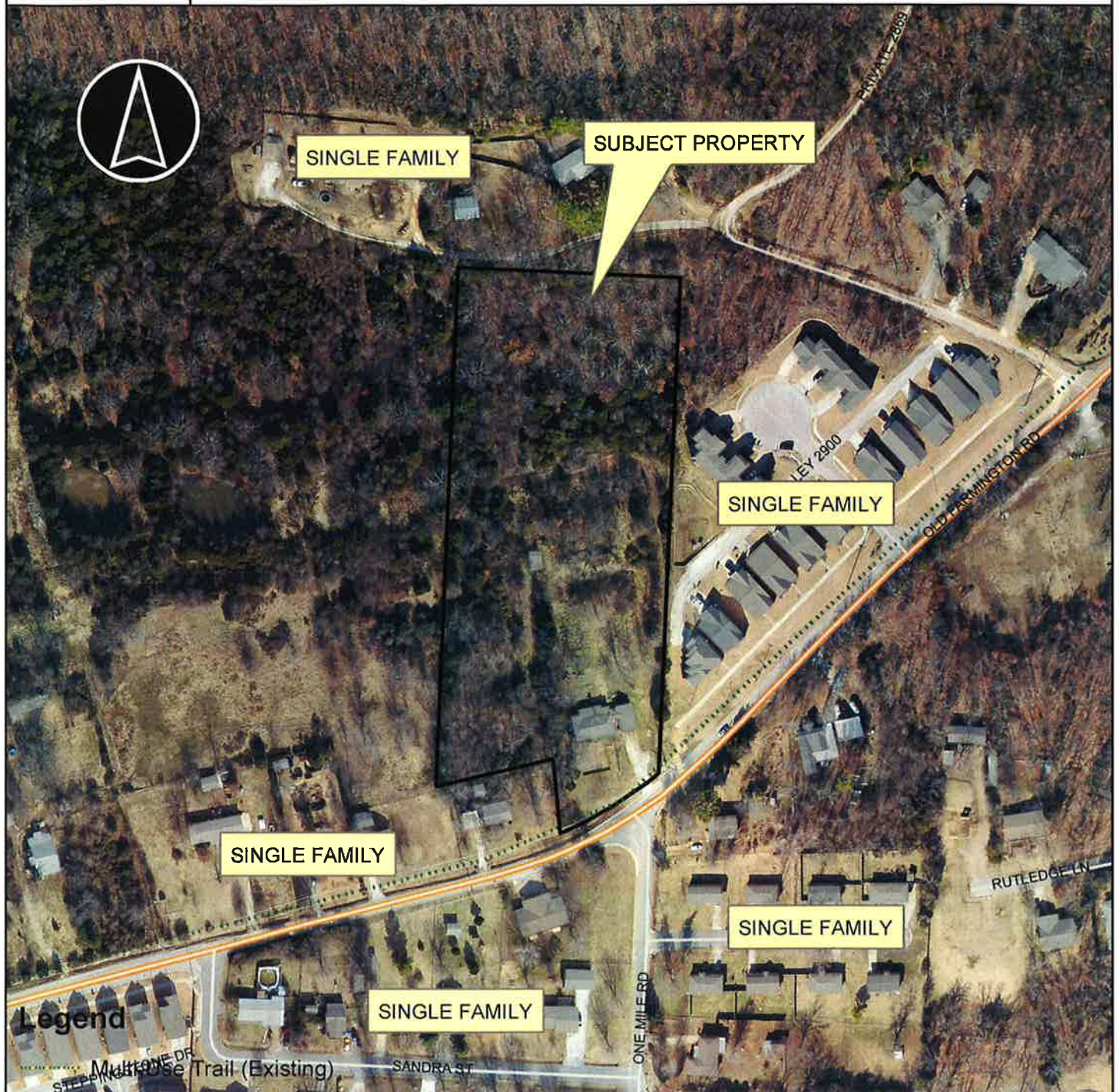
Planning Area



RZN15-4942

Close Up View

NALL-BEDFORD



Legend

Overview

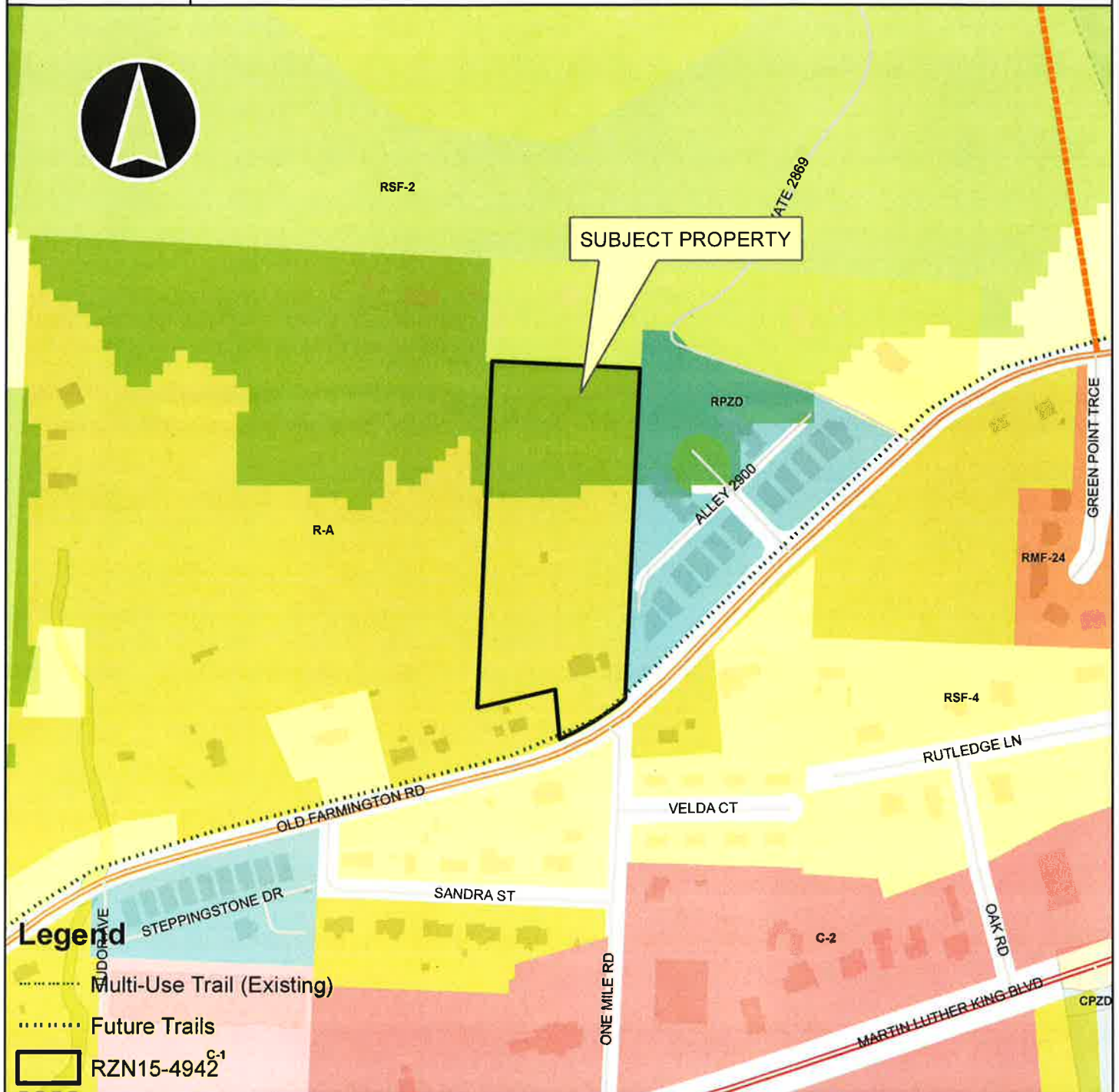
- Future Trails
- RZN15-4942
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 feet

RZN15-4942

Close Up View

NALL-BEDFORD



Overview

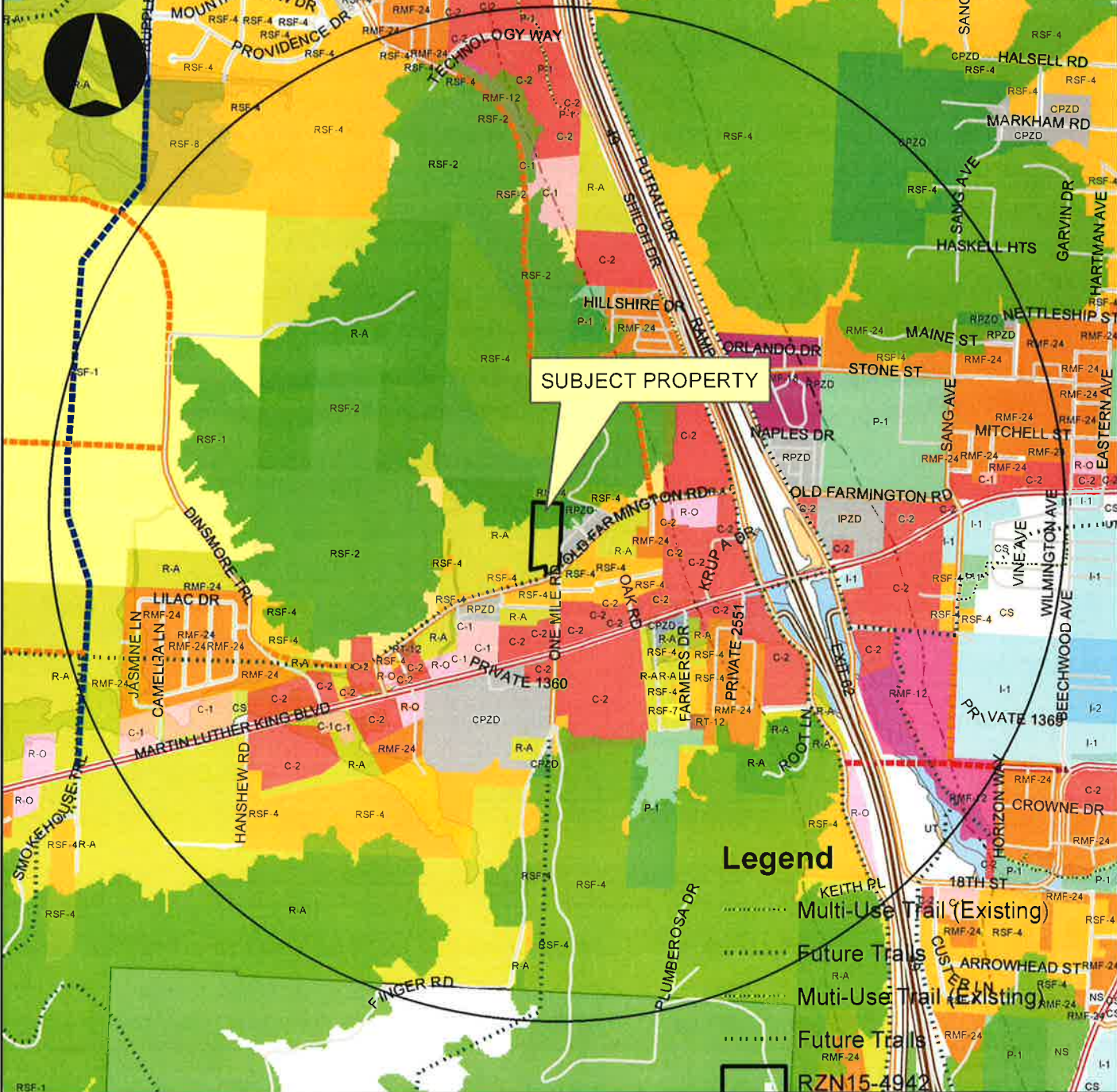
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

RZN15-4942

One Mile View

NALL-BEDFORD



Overview



Legend

Subject Property

Boundary

Hills

Desi

Plan

Faye

0 0.25 0.5 1 M

Legend

Subject Property

Boundary

Hills

Desi

Plan

Faye

0 0.25 0.5 1 M

Legend

Subject Property

Boundary

Hills

Desi

Plan

Faye

0 0.25 0.5 1 M

Legend

Subject Property

Boundary

Hills

Designated Area

Planning Area

Fylde

0 0.25 0.5 1 M

Map of the RZ15-4942 area showing existing and future trails. The map includes labels for Keith Pl, 18th St, Arrowhead St, and various trail types like Multi-Use Trail (Existing) and Future Trails. It also shows property lines, easements, and surrounding land use.

Map of the RZ15-4942 area showing existing and future trails. The map includes labels for Keith Pl, 18th St, Arrowhead St, and various trail types like Multi-Use Trail (Existing) and Future Trails. It also shows property lines, easements, and surrounding land use.

Map of the RZ15-4942 area showing existing and future trails. The map includes labels for Keith Pl, 18th St, Arrowhead St, and various trail types like Multi-Use Trail (Existing) and Future Trails. It also shows property lines, easements, and surrounding land use.

Map of the RZ15-4942 area showing existing and future trails. The map includes labels for Keith Pl, 18th St, Arrowhead St, and various trail types like Multi-Use Trail (Existing) and Future Trails. It also shows property lines, easements, and surrounding land use.

Map of the RZ15-4942 area showing existing and future trails. The map includes labels for Keith Pl, 18th St, Arrowhead St, and various trail types like Multi-Use Trail (Existing) and Future Trails. It also shows property lines, easements, and surrounding land use.

Map of the RZ15-4942 area showing existing and future trails. The map includes labels for Keith Pl, 18th St, Arrowhead St, and various trail types like Multi-Use Trail (Existing) and Future Trails. It also shows property lines, easements, and surrounding land use.

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 February 9, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 February 9, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville

 1 Miles

Planning Commission
 February 9, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 February 9, 2015

 Hillside-Hilltop Overlay District
 Design Overlay District
 Planning Area
 Fayetteville
 1 Miles
 Planning Commission
 February 9, 2015

Agenda Item 6
15-4942 RZN Nall-Bedford
Page 14 of 14

15-4942 RZN Na

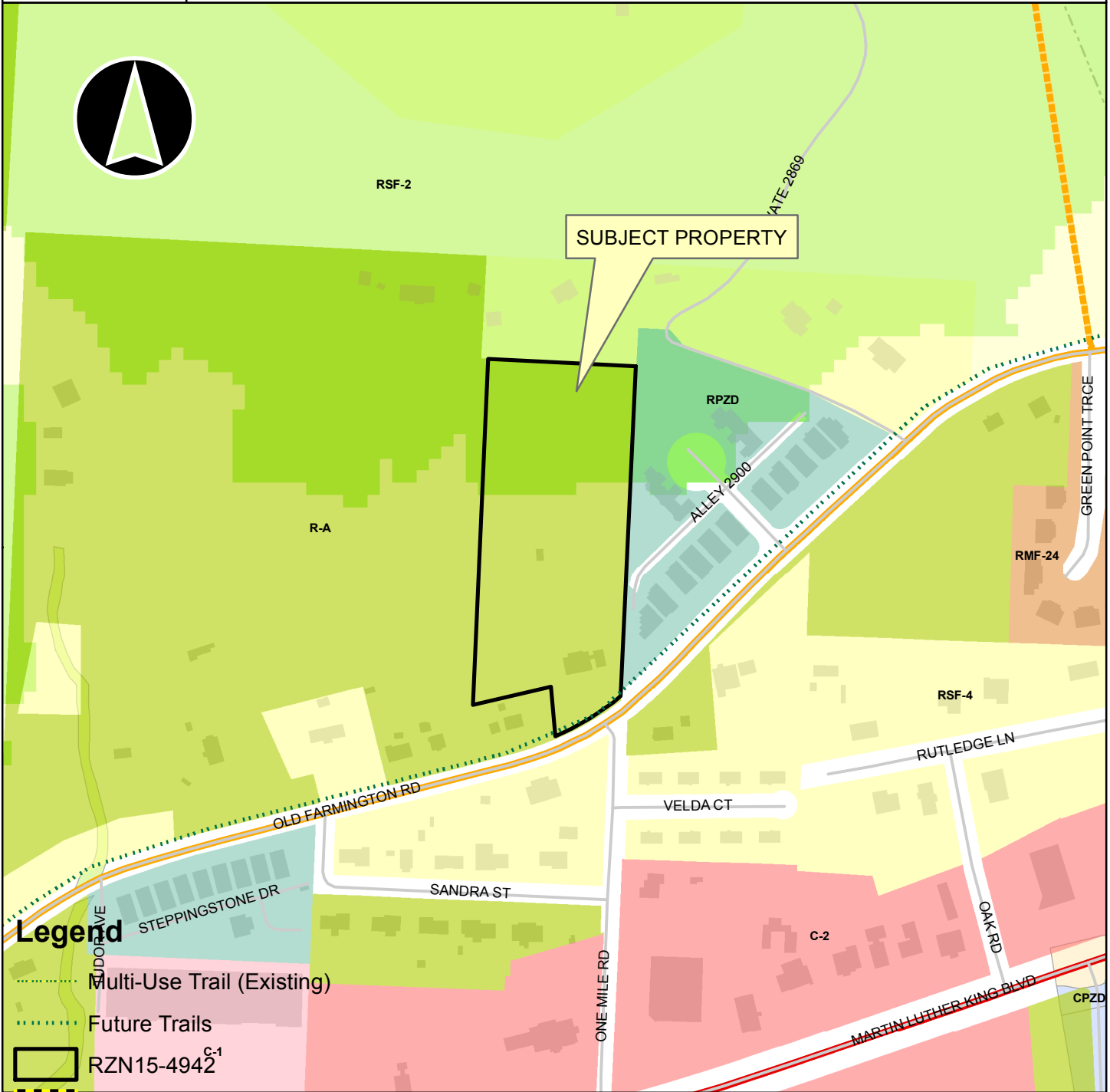
Page 14 of 14

EXHIBIT 'A'
15-4942

RZN15-4942

Close Up View

NALL-BEDFORD



Legend

- Multi-Use Trail (Existing)
- Future Trails
- RZN15-4942

Overview

- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

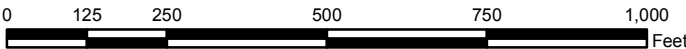


EXHIBIT 'B'
15-4942

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION NINETEEN (19), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID 40 ACRE TRACT 210.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 673.57 FEET TO THE NORTH RIGHT-OF-WAY OF OLD FARMINGTON ROAD; THENCE ALONG THE NORTH RIGHT-OF-WAY OF SAID ROAD, THE FOLLOWING BEARINGS AND DISTANCES: S47°37'21"W 19.82 FEET; S53°00'53"W 57.07 FEET; S57°32'83"W 44.65 FEET; S63°01'37"W 34.83 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N07°55'39"W 101.62 FEET; THENCE S74°04'41"W 163.21 FEET; THENCE N00°09'19"W 705.59 FEET; THENCE S89°55'00"E 301.81 FEET TO THE POINT OF BEGINNING. CONTAINING 4.84 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 4.84 ACRE TRACT BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4942, FOR APPROXIMATELY 4.84 ACRES, LOCATED AT 3010 WEST OLD FARMINGTON ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 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 an R-A, Residential-Agriculture, to RSF-8, Residential Single Family, 8 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

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

Text File

File Number: 2015-0071

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C.2

WALTON ARTS CENTER EXPANSION:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE WALTON ARTS CENTER, CDI CONTRACTORS, LLC AND BOORA ARCHITECTS, INC. TO SPEND NOT TO EXCEED \$6,323,515.00 OF THE 2014 HMR BOND PROCEEDS TO PARTIALLY PAY FOR THE WALTON ARTS CENTER EXPANSION AND ENHANCEMENT PROJECT

WHEREAS, the City participated with representatives of the Walton Arts Center to select CDI Contractors, LLC as the Construction Manager/Contractor for the Walton Arts Center Expansion and Enhancement Project pursuant to State Procurement laws; and

WHEREAS, the Walton Arts Center is raising private donations to be used along with the City taxpayers' bond revenue of **\$6,323,515.00** to pay for balance needed to complete a Walton Arts Center Expansion and Enhancement Project; and

WHEREAS, the City and the University of Arkansas jointly own the land and the Walton Arts Center, incorporated the Walton Arts Center Council, Inc. to operate the theater and have entered into a long term lease to ensure the continued operation of the Walton Arts Center on Dickson Street which is very beneficial to Fayetteville's Entertainment District; and

WHEREAS, the Walton Arts Center Expansion and Enhancement Project could not be accomplished without the strong efforts of the Walton Arts Center as well as the important financial investment of the Fayetteville taxpayers.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the formal selection process that the Walton Arts Center and City of Fayetteville engaged in to select CDI Contractors, LLC as their Construction Manager/Contractor almost certainly complies with state purchasing law so that no other formal bidding is legally required, but hereby also finds the facts previously stated would also constitute an exceptional situation where further formal competitive bidding would not be feasible, practical or reasonable so that any possible requirements of formal competitive bidding should be and are hereby waived.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves the attached

Memorandum of Understanding in which the City of Fayetteville agrees to pay not more than **Six Million Three Hundred and Twenty Three Thousand and Five Hundred and Fifteen Dollars (\$6,323,515.00)** for its portion of the costs of the Walton Arts Center Expansion and Enhancement Project as approved by the voters and pursuant to bond revenue requirements and authorizes Mayor Jordan to sign this Memorandum of Understanding.

City of Fayetteville Staff Review Form

2015-0071

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Becker

2/11/2015

Chief Financial Officer /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an ordinance to enter into an agreement with the Walton Arts Center and CDI, LLC for the Walton Arts Center Expansion Project. The budget for this project is included in the 2015 budget.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 7,170,411.00

Funds Obligated \$ 846,896.00

Current Balance \$ 6,323,515.00

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 6,323,515.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

AGENDA ITEM MEMO

To: Mayor Jordan and City Council

From: Paul A Becker

Date: February 11, 2015

Subject: Approval of an agreement with the Walton Arts Center and CDI Contractors, LLC to pay up to \$7,181,004 in construction costs for the Walton Arts expansion.

Background:

On September 16, 2014 the City Council passed Ordinance 5713 which authorized the sale of \$10,995,000 in face value of HMR Bonds. These bonds were previously authorized by the voter in a special election which occurred on November 12, 2013.

The ballot questions at this election identified three uses for these bonds. The first use was for the refunding of an outstanding HMR Bond issue. The second use was for the sale of up to \$3,500,000 in bonds for the Fayetteville Regional Park Project. The, third use was to issue up to \$6,900,000 in bonds for a portion of the Walton Arts Center Expansion Project. These bonds were sold on November 19, 2014 and were appropriated for their intended purposes on December 16, 2014. Due to a premium amount bid for the bonds, a total of \$7,181,004 was generated for the Walton Arts Center Expansion Project.

This request is to authorize an agreement between the City of Fayetteville, the Walton Arts Center and CDI Contractors, LLL(the Construction Manager of the project) to pay up to \$6,323,515 in construction costs for the Walton Arts Center Expansion. The purposes of these costs were identified in the Official Bond Statement as the Walton arts Center Project as follows:

“Costs associated with site and structural improvements for the Walton Arts Center lobby, and Starr Theater, lobby restrooms, and electrical and HVAC infrastructure enhancements.” The backstaging project is being completed by Baldwin and Shell in the amount of \$857,055.

The expenditure of the bond proceeds must be made for only the above purposes which were identified in the Official Statement as these are Tax Exempt Bonds.

RECOMMENDATION:

It is recommended that the City of Fayetteville enter into the attached agreement with the Walton Arts Center and CDI, LLC (the Construction Manager) This contract provides for the payment of up to \$6,323,515 in construction costs directly to the Construction Manager of the project, CDI Contractors, LLC, for progress payments as submitted and recommended for payment by the Architect (Boora Architects) and by an authorized person for the Walton Arts Center.

The City will agree to pay authorized payment applications presented to the Architect no later than 15 days after submission to the City once recommended for payment by the Architect and an authorized person at the Walton Arts Center.

It is also important for the Council to understand that the City of Fayetteville was a participant in the selection of the Construction Manager, CDI Contractors, LLC, CDI was selected by a joint selection committee process with voting members representing both the City and the Walton Arts Center following the Cities normal selection process.

BUDGET IMPACT

This request will provide for the expenditure of \$6,323,515 in bond proceeds for a portion of the Walton Arts Center Expansion.

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the First day of April in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Walton Arts Center
PO Box 3547
Fayetteville, AR 72702

and the Construction Manager:
(Name, legal status and address)

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

for the following Project:
(Name and address or location)

Walton Arts Center
495 W. Dickson Street
Fayetteville, AR 72701

The Architect:
(Name, legal status and address)

Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205

The Owner's Designated Representative:
(Name, address and other information)

Terri Trotter
Chief Operating Officer
Walton Arts Center
PO Box 3547
Fayetteville, AR 72702
ttrotter@waltonartscenter.org

The Construction Manager's Designated Representative:
(Name, address and other information)

Matt Bodishbaugh
Vice President

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703
mbodishbaugh@cdicon.com

The Architect's Designated Representative:
(Name, address and other information)

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the

contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

Init.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

Init.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

Init.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

Init.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials;

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

Init.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Shall be a lump sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

Init.

Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

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§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

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- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase that exceeds \$35,000.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

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ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability	\$1,000,000
Auto Liability	\$1,000,000
Umbrella Liability	\$25,000,000
Workers Compensation	Statutory Limits
Payment and Performance Bond	Equal to the Guaranteed Maximum Price

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

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§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

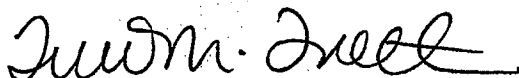
ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- 1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- 2 AIA Document A201-2007, General Conditions of the Contract for Construction
- 3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- 4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- 5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)



CONSTRUCTION MANAGER (Signature)

Terri Trotter, Chief of Operating Officer
(Printed name and title)

Matt Bodishbaugh, Vice President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:26:02 on 07/10/2014.

PAGE 1

AGREEMENT made as of the First day of April in the year Two Thousand Fourteen

...

Walton Arts Center
PO Box 3547
Fayetteville, AR 72702

...

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

...

Walton Arts Center
495 W. Dickson Street
Fayetteville, AR 72701

...

Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205

...

Terri Trotter
Chief Operating Officer
Walton Arts Center
PO Box 3547
Fayetteville, AR 72702
ttrotter@waltonartscenter.org

...

Matt Bodishbaugh
Vice President
CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

mbodishbaugh@cdicon.com

PAGE 2

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

PAGE 3

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

PAGE 7

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems~~, systems sustainability and site requirements.

PAGE 8

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

Shall be a lump-sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

...

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

...

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

PAGE 10

Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

PAGE 13

.8 Costs for services incurred during the Preconstruction ~~Phase~~Phase that exceeds \$35,000.

PAGE 14

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

...

- .3 Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 16

<u>General Liability</u>	<u>\$1,000,000</u>
<u>Auto Liability</u>	<u>\$1,000,000</u>
<u>Umbrella Liability</u>	<u>\$25,000,000</u>
<u>Workers Compensation</u>	<u>Statutory Limits</u>
<u>Payment and Performance Bond</u>	<u>Equal to the Guaranteed Maximum Price</u>

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 17

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 ~~above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.~~ above.

PAGE 18

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

Terri Trotter, Chief of Operating Officer

Matt Bodishbaugh, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mirinda Polston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:26:02 on 07/10/2014 under Order No. 5591010955_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mirinda Polston
(Signed)

Office Admin.
(Title)

7/10/14
(Dated)

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Walton Arts Center 495 W. Dickson Street Fayetteville, AR 72701	CHANGE ORDER NUMBER: 001 DATE: February 3, 2015	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): CDI Contractors, LLC PO Box 9447 Fayetteville, AR 72703	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: April 1, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Incorporate Guaranteed Maximum Price (GMP) Proposal Letter (attached) dated January 28, 2015, including all attachments, scope reductions, scope changes, allowances and cost reduction allowances.

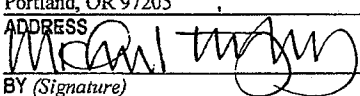
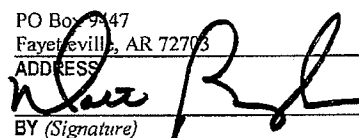
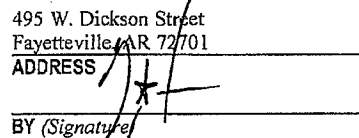
The original Contract Sum was	\$ 35,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 35,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,951,439.00
The new Contract Sum including this Change Order will be	\$ 15,986,439.00

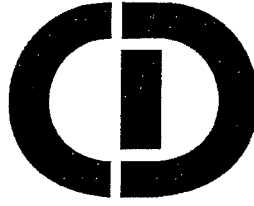
The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is November 1, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Boora Architects, Inc. ARCHITECT (Firm name) 720 SW Washington Street, Suite 800 Portland, OR 97205 ADDRESS  BY (Signature) Michael Tingley (Typed name) 02.03.15 DATE	CDI Contractors, LLC CONTRACTOR (Firm name) PO Box 9447 Fayetteville, AR 72703 ADDRESS  BY (Signature) Matt Bodishbaugh (Typed name) 2.03.2015 DATE	Walton Arts Center OWNER (Firm name) 495 W. Dickson Street Fayetteville, AR 72701 ADDRESS  BY (Signature) Tim Vogt (Typed name) 2/3/15 DATE
--	--	---



CDI CONTRACTORS, LLC • P.O. Box 9447 • FAYETTEVILLE, AR 72703 • 479-695-1020 • (fax) 479-695-1025

January 28, 2015

Mr. Tim Vogt
Vice President, Finance
Walton Arts Center
495 W. Dickson St.
Fayetteville, AR 72701

via email (tvogt@waltonartscenter.org)

Project: Walton Arts Center: Renovation & Expansion
Subject: Final Guaranteed Maximum Price (GMP) Proposal

Dear Mr. Vogt:

CDI Contractors, LLC is pleased to submit our GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL for the Walton Arts Center as follows:

Current Contract Value (Pre-Construction Services):	\$	35,000.00
Renovation & Expansion GMP (excludes alternates):	\$	16,295,989.00
Accepted Bid Alternates:		
Add sliding glass door in Garden Room	\$	7,750.00
Upgrade Starr Theater telescopic seating to Seda	\$	25,927.00
GMP Bid Day Subtotal	\$	16,364,666.00
Post Bid Value Engineering & Scope Adjustments:		
Change bathroom partitions/tables to baked enamel steel	\$	-37,082.00
Omit Lobby event portable lighting fixtures	\$	-5,247.00
Reduce Lobby chandelier size	\$	-9,444.00
Omit site concrete form liner	\$	-11,543.00
ALLOWANCE: reduce landscape scope by 10%	\$	-9,969.00
Change Tuffline doors to Heavywall doors in curtainwall	\$	-86,526.00
ALLOWANCE: reduce door hardware specifications	\$	-24,000.00
Add window to McBride Studio	\$	9,731.00
Refinish McBride Studio walls	\$	19,351.00
Replace McBride light fixtures with relocated lobby light fixtures	\$	9,013.00
Replace McBride acoustic ceiling tile	\$	8,873.00
Replace McBride floor covering	\$	6,600.00
Upgrade McBride Air Handling Unit and temperature controls	\$	9,024.00
Omit epoxy flooring in mechanical room	\$	-17,157.00
ALLOWANCE: develop alternate light fixture schedule	\$	-212,142.00
Utilize aluminum electrical feeders	\$	-9,932.00
Eliminate requirement for NETA testing	\$	-20,987.00
Omit requirement for duct cleaning	\$	-20,620.00
ALLOWANCE: add provision for early/temp cooling to NLB	\$	36,727.00
Change door closers from LCN to Hager	\$	-3,125.00
Utilize alternate fluid applied air barrier over brick and block	\$	-7,136.00
Omit requirement for remote building control training courses	\$	-5,247.00
Add additional structural catwalk to BWH	\$	26,024.00
Omit free standing service counter in Starr Theater lobby	\$	-23,413.00
Replace A/V scope with \$436,000 allowance for new A/V scope	\$	0.00
PROPOSED CONTRACTUAL GMP	\$	15,986,439

This proposal includes all labor, materials, equipment, general conditions, insurance, subcontractor and bond costs required to complete the work depicted in the Walton Arts Center: Expansion & Renovation "Construction Documents" as issued by Boora Architects dated September 26, 2014, which was supplemented by Addendum No. 01 dated November 14, 2014, Addendum No. 02 dated November 22, 2014, Addendum No. 03 dated December 5, 2014, and the post bid value engineering and scope adjustments developed by the project team as itemized above. This proposal is subject to the terms and conditions as defined in our contractual agreement dated April 1, 2014.

Please refer to the following attachments for further detail of this proposal:

- Attachment "A" – Schedule of Values (base bid only)
- Attachment "B" – Schedule of Alternates.
- Attachment "C" – Project Schedule.
- Attachment "D" – Contract Document Listing

SCHEDULE

This proposal is based on a 16 month project schedule, with substantial completion for the entire project proposed for November 1, 2016. Attachment E is provided to further clarify the timeline and phasing.

CLARIFICATIONS

The following are important clarifications to the Guaranteed Maximum Price Proposal:

Construction Documents

- Proposal based on the contract documents prepared by Boora Architects dated September 26, 2014
- Addendum No. 01 dated November 14, 2014
- Addendum No. 02 dated November 22, 2014
- Addendum No. 03 dated December 5, 2014

General

1. EXCLUDES all Architect/Engineer fees and Commissioning Agent fees.
2. INCLUDES Material Inspection and Testing costs.
3. EXCLUDES Special Inspections, the special inspection requirements are referenced on sheet S100. Special Inspections must be a 3rd party to the Contractor or the Architect; therefore must be Owner furnished.
4. INCLUDES building permit fees.
5. EXCLUDES utility service provider meters and utility impact fees. No known fees are required as no utility services are being added or increased.
6. EXCLUDES any loose Furniture, Fixtures & Equipment.
7. EXCLUDES any Owner moving costs.
8. EXCLUDES All Risk insurance for the entire facility. CDI's All Risk insurance is limited to the scope and value of the contracted improvements.
9. EXCLUDES any public relations media, including renderings, graphics or animations.
10. EXCLUDES donor signage.
11. EXCLUDES removal of the mural at the Pace Balcony, however protection in place is included.
12. EXCLUDES the following Owner Furnished and / or Owner Installed Equipment and Systems:
 - o Data & Communications Systems
 - o Wireless Access Devices
 - o Access Control Systems
 - o Loose Kitchen equipment, reference sheet K1

ALLOWANCES

The following allowances ARE included in the proposal and include all labor and material (without CDI markup or bond premium) to provide the following:

- | | |
|---|--------------|
| • Rock Excavation: | \$ 3,375 |
| • Undercut and Replace Unsuitable Soils: | \$ 5,375 |
| • Revise landscape design to generate savings | (\$ 9,500) |
| • Revise door hardware specifications to generate savings | (\$ 22,857) |
| • Revise light fixture schedule to generate savings | (\$ 202,165) |
| • Provide early cooling/heating to NLB | \$ 35,000 |
| • A/V allowance | \$ 436,260 |
| • Fire Alarm | \$ 30,202 |

UNIT PRICES

This proposal includes the following unit prices. For revisions to the scope of the project and/or revisions to the contract documents, the contract shall be adjusted according to the unit prices below:

- Trench Rock Excavation & Backfill: \$ 225.00 / CYD
- Undercut and Replacement of Unsuitable Subgrade Materials: \$ 25.00 / CYD

TRENCHING SAFETY SYSTEMS:

Ark. Code Ann. 22-9-212 requires the contractor to indicate the cost of Trenching Safety Systems. The following Trenching Safety Systems cost is included in the proposal: \$ 1,000.00

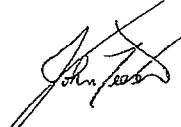
We appreciate the collaborative efforts from all project stakeholders to develop this scope of work and pricing and our team is eagerly anticipating the construction phase. In order to prevent competitive bids from expiring, we need to execute a change order incorporating the scope and costs described in this letter as soon as possible but not later than Tuesday, February 3, 2015.

Please contact me if this generates any questions.

Sincerely,

CDI CONTRACTORS, LLC

JOHN TEETER
Project Manager



cc: Peter Lane, David Swain (WAC)
Michael Tingley, Stephen Weeks, Abe Cambier (Boora)
Craig Curzon (PSW)
Matt Bodishbaugh, Andy Blush (CDI)

Attachments: A – Schedule of Values
B – Alternates Listing
C – Project Schedule
D – Contract Document Listing



WALTON ARTS CENTER: EXPANSION & RENOVATION
FAYETTEVILLE, ARKANSAS
SCHEDULE OF VALUES

GMP EST.		
GMP SCHEDULE OF VALUES		NOTES
GENERAL REQUIREMENTS	\$ 1,358,495	
BUILDING SHELL & INTERIORS		
02 DEMOLITION	\$ 374,868	
03 CONCRETE	\$ 827,225	
04 MASONRY	\$ 96,350	
05 STRUCTURAL STEEL, JOIST, DECK	\$ 1,500,525	
05 MISCELLANEOUS METAL	\$ 147,116	
06 ROUGH CARPENTRY	\$ 395,237	
06 MILLWORK	\$ 464,184	
06 LOBBY COUNTERS & SOLID SURFACE	\$ 176,299	
07 WATERPROOFING	\$ 66,706	
07 SPRAY FIREPROOFING	\$ 86,340	
07 EXTERIOR METAL WALL PANELS	\$ 437,428	
07 ROOFING & SHEETMETAL	\$ 366,000	
08 DOORS, FRAMES & HARDWARE	\$ 228,450	
08 GLASS & GLAZING	\$ 618,158	
09 DRYWALL & ACOUSTICAL CEILINGS	\$ 864,200	
09 CUSTOM LOBBY CEILING	\$ 250,800	
09 CERAMIC & QUARRY TILE	\$ 110,331	
09 RESILIENT FLOORING & CARPET	\$ 182,553	
09 WOOD FLOORING	\$ 38,150	
09 PAINTING & WALCOVERING	\$ 196,191	
10 MISCELLANEOUS SPECIALTIES	\$ 144,349	
11 FOOD SERVICE EQUIPMENT	\$ 34,240	
12 ROLLER SHADES	\$ 80,769	
14 VERTICAL TRANSPORTATION	\$ 84,053	
21 FIRE SUPPRESSION	\$ 153,624	
22 PLUMBING	\$ 459,000	
23 MECHANICAL	\$ 1,228,375	
26 ELECTRICAL	\$ 947,681	
26 LIGHTING & LIGHTING CONTROLS	\$ 1,113,118	
26 CUSTOM LOBBY CHANDLIER	\$ 86,048	
31 SITEWORK & UTILITIES	\$ 654,645	
32 SITE CONCRETE & PAVING	\$ 314,401	
32 LANDSCAPE	\$ 102,437	
BUILDING SHELL & INTERIORS TOTAL	\$ 12,829,851	
THEATRICAL & AUDIO VISUAL		
09 STAGE WOOD FLOORING	\$ 75,500	
11 THEATRICAL EQUIPMENT	\$ 421,110	
12 FIXED AUDITORIUM SEATING	\$ 25,500	
12 RETRACTABLE SEATING ALLOWANCE	\$ 234,038	ALLOWANCE, CLARIFICATIONS REQUIRED
27 AUDIO VISUAL SYSTEMS & EQUIPMENT	\$ 436,260	
THEATRICAL & AUDIO VISUAL TOTAL	\$ 1,192,408	
SUBTOTAL	\$ 15,380,754	
ALLOWANCES, TESTING & INSPECTIONS	\$ 63,750	
PAYMENT & PERFORMANCE BOND	\$ 85,991	
INSURANCE AND PERMITTING	\$ 67,456	EXCLUDES OCP POLICY
CM FEE	4.50% \$ 698,038	
TOTAL GMP	\$ 16,295,989	EXCLUDES ALTERNATES
PRECONSTRUCTION SERVICES	\$ 35,000	
TOTAL CONTRACT	\$ 16,330,989	



CDI CONTRACTORS, LLC

**WALTON ARTS CENTER: EXPANSION & RENOVATION
FAYETTEVILLE, ARKANSAS
SCHEDULE OF ALTERNATES**

ALTERNATES, NOT INCLUDED IN GMP TOTAL

All prices include fee and bond.

Accepted / Rejected

Comments

01 Sliding glass door at Garden Room	\$ 7,750	ADD
02 Renovate McBride Studio	\$ 145,627	ADD
03 Replace Handrails in Baum Walker Hall	\$ 46,718	ADD
04 Delete Exterior Window at Starr Theater	\$ 14,002	ADD
05 Delete all Audio Visual Work	(\$ 458,008)	DEDUCT
07 Baum Walker Hall Lighting Controls		
07 A. Replace existing House lighting controls	\$ 43,280	ADD
07 B. Integrate existing work lighting controls into new House lighting controls	\$ 10,722	ADD
08 Custom Image at Solid Surface Counter	\$ 7,874	ADD

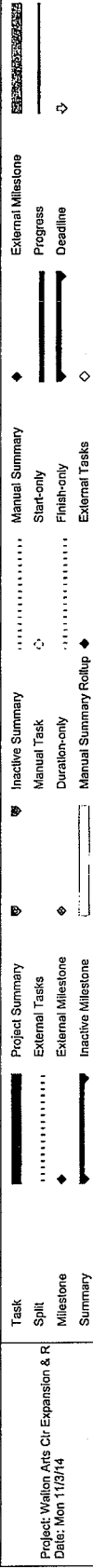
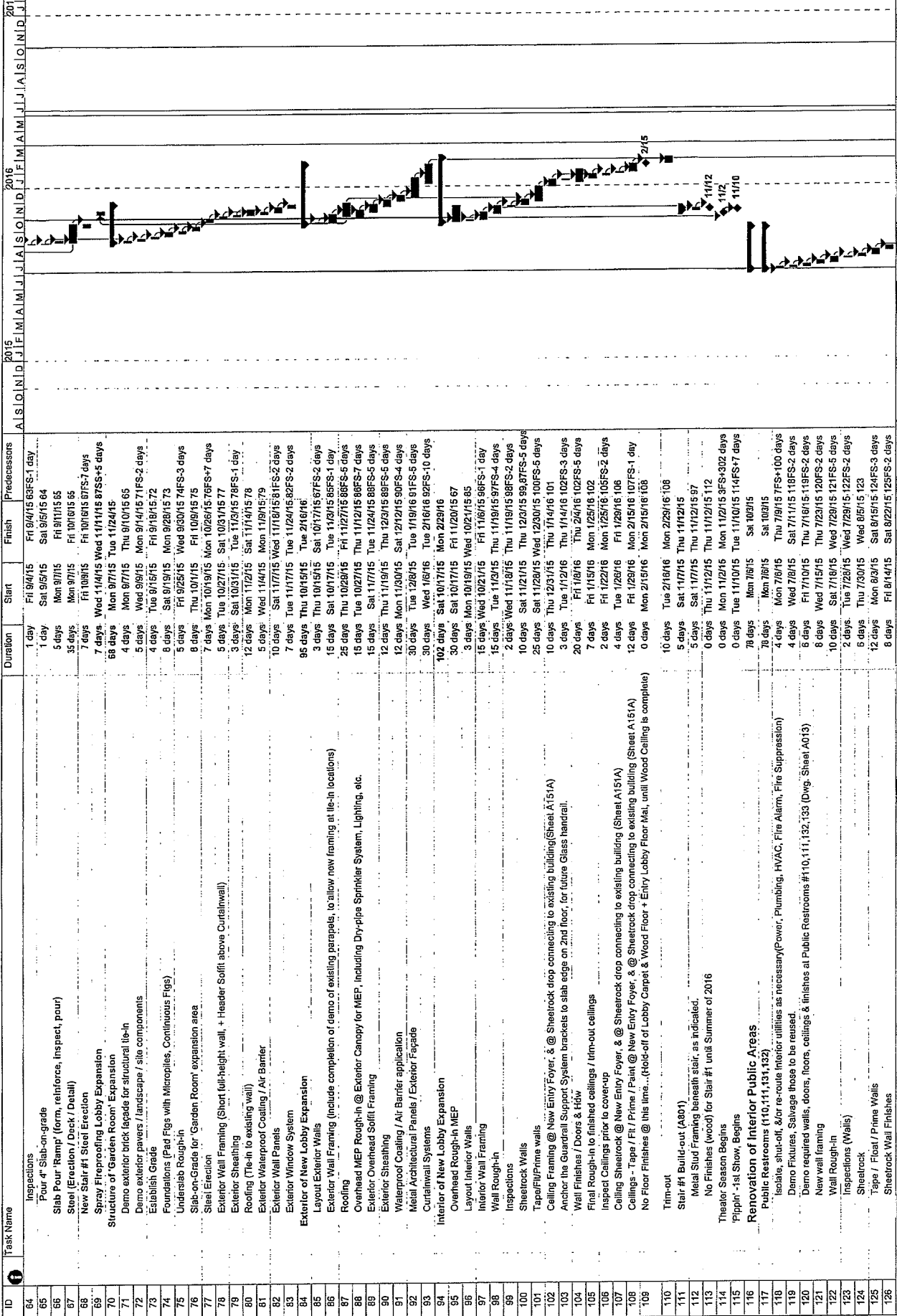
Stipulated Allowance

ALTERNATE 6 RETRACTABLE SEATING IN STARR THEATER*

*Base GMP includes a retractable seating allowance of \$245,745, all prices include fee and bond.

	Bid Value	Change to GMP	
06.A Audience Seating	\$ 259,373	\$13,668	Specified System
06.B Jezet Seating	\$ 300,434	\$54,724	Specified System
06.C Seda Seating Limited	\$ 271,632	\$25,927	Specified System
06.D Telescopic Seating	\$ 246,625	\$880	Not specified system, requires S.S. review
06.F Hussey	\$ 245,745	\$0	Not specified system, requires S.S. review

ID	Task Name	Duration	Start	Finish	Predecessors
1	WAC Renovation / Expansion:	101 days	Fri 9/26/14	Fri 2/13/15	
2	Bid Documents Complete	0 days	Fri 9/26/14	Fri 9/26/14	
3	Coordination Meeting between Walton Arts & CDI, to clarify dates related to Open/Close & 'booked' shows.	0 days	Mon 9/29/14	Mon 9/29/14	2FS+2 days
4	Walton authorizes start of Bid Process	0 days	Mon 10/20/14	Mon 10/20/14	2FS+47 days
5	Bid Period	42 days	Mon 10/20/14	Tue 12/16/14	4FS+1 day
6	Establish GMP	24 days	Tue 12/16/14	Fri 1/6/15	5FS+1 day
7	Buy-Out	20 days	Mon 1/19/15	Fri 2/13/15	5FS+16 days
8	MEP Infrastructure supporting North Liner Building:	60 days	Mon 10/20/14	Thu 8/20/15	
9	Bid Period - Buy-out MEP Infrastructure scope	21 days	Mon 10/20/14	Fri 1/9/15	2FS+16 days
10	Submittals for MEP Infrastructure work	96 days	Tue 2/17/15	Mon 2/16/15	9.8
11	Procurement of MEP Infrastructure materials [Chiller]	3 days	Mon 6/29/15	Tue 6/30/15	10
12	Mobilization	44 days	Tue 6/30/15	Wed 7/14/15	11FS+2 days
13	Construction of new MEP Infrastructure (Chiller, Water, Power)	0 days	Thu 8/20/15	Thu 8/20/15	13
14	Provide necessary MEP for 'climate control' to North Liner Bldg.	371 days	Mon 8/29/15	Tue 1/11/16	
15	EXPANSION of New LOBBY Area	257 days	Mon 8/29/15	Tue 5/24/16	
16	End-of-Season for STARR Theater & Stage	5 days	Mon 8/29/15	Fri 7/31/15	3FS+194 days
17	Ballet Camp on-going inside @ BWH Stage & @ STARR	0 days	Fri 7/31/15	Fri 7/31/15	17
18	Blakes, Blues & BBQ 2015 (NO WORK)	4 days	Wed 9/23/15	Sat 9/26/15	3FS+267 days
19	Protective & Temporary Measures	64 days	Mon 8/29/15	Fri 9/11/15	
20	Utility Locates	2 days	Mon 8/29/15	Tue 6/30/15	7FS+95 days
21	SWPPP / Tree Protection	4 days	Tue 6/30/15	Fri 7/31/15	1 day
22	Fencing / Signage	3 days	Mon 7/6/15	Wed 7/8/15	22
23	'Covered protection' of sidewalks @ Dickson St. & West St. (Paint & Lights)	10 days	Mon 7/6/15	Thu 7/16/15	22
24	Protection of adjacent existing roof(Poly + Plywood)	2 days	Mon 7/6/15	Tue 7/14/15	24SS
25	Install Temp Protection of Glass Systems @ both primary entrances	3 days	Mon 7/6/15	Wed 7/8/15	22
26	Build Temp Dust protection & lemp walls inside building lobby areas, as needed for initial demo & structural work	10 days	Mon 7/6/15	Thu 7/16/15	22
27	CDI provide & rig Taps on rooftop, for future protection in-front of demolished stair area.	3 days	Fri 7/17/15	Mon 7/20/15	27
28	Build Temp Entry Overhead Protection system at both primary entrances (paint + lighting), after Demo of entry canopies	8 days	Tue 7/21/15	Mon 7/27/15	38FS+2 days
29	Build new 'temporary staircase' @ Lobby (prior to 2015 Fall Season Opening) Must include a slab pour for this.	20 days	Tue 8/18/15	Wed 9/8/15	56
30	Frame & Dry-In enclosure around 'temporary staircase'.	10 days	Tue 8/18/15	Fri 9/11/15	30FS+8 days
31	Build new 'temporary handcap ramp' @ Lobby (prior to 2015 Fall Season Opening)	12 days	Mon 8/24/15	Sat 9/5/15	30FS+15 days
32	Shework for New Lobby Expansion	37 days	Thu 7/9/15	Thu 8/20/15	
33	Demo existing Site Conditions @ New Lobby Expansion area: (C-003)	15 days	Thu 7/9/15	Sat 7/25/15	23
34	Demo existing Retaining Walls	7 days	Thu 7/9/15	Thu 7/16/15	23
35	Demo existing Pavers, Planters, Landscapes, Light Poles	4 days	Tue 7/14/15	Fri 7/17/15	38FS+3 days
36	Demo existing Steps	2 days	Tue 7/14/15	Wed 7/15/15	38FS+3 days
37	Demo Entry Canopies and Columns	7 days	Wed 7/15/15	Wed 7/22/15	26.37FS+1 day
38	Demo Utilities:	6 days	Fri 7/17/15	Thu 7/23/15	
39	Remove underground roof drains, as indicated.	3 days	Fri 7/17/15	Mon 7/20/15	35
40	Remove Storm Sewer, as indicated.	4 days	Mon 7/20/15	Thu 7/23/15	40FS+1 day
41	Relocate Water Meters(2) to future planter locations, as indicated (C-003)	6 days	Mon 7/20/15	Sat 7/25/15	40FS+1 day
42	New Underground Utilities	25 days	Thu 7/23/15	Thu 8/20/15	41FS+1 day
43	Excavation & Grading	10 days	Wed 7/22/15	Sat 8/1/15	41FS+2 days
44	Establish Final Pad grades	4 days	Fri 7/31/15	Tue 8/4/15	44FS+2 days
45	Structure of New Lobby Expansion	101 days	Fri 7/17/15	Wed 11/11/15	
46	Build temporary protective wall to isolate existing west stair from Lobby	3 days	Fri 7/17/15	Mon 7/20/15	24
47	Demolition of existing Lobby components:	55 days	Tue 7/21/15	Wed 9/23/15	
48	Demo exterior building wall surrounding existing interior west stair	3 days	Tue 7/21/15	Thu 7/23/15	47
49	Demo existing west stair	3 days	Fri 7/24/15	Mon 7/27/15	49
50	Demo existing facade as necessary to tie-in/connect new structure (provide temp moisture protection)	3 days	Mon 9/7/15	Wed 9/9/15	67SS
51	Demo existing parapets only as much as necessary to tie-in/connect new structure (provide temp moisture protection)	15 days	Mon 9/7/15	Wed 9/23/15	67SS
52	Foundations	21 days	Wed 8/5/15	Fri 8/28/15	
53	Layout	3 days	Wed 8/5/15	Fri 8/7/15	45
54	'Pad Footings with Micropiles, Continuous Footings	16 days	Mon 8/24/15	Mon 9/14/15	54FS+2 days
55	Pour S.O.G. for 'Temporary Stair' support	4 days	Thu 8/13/15	Mon 8/17/15	55FS+10 days
56	Concrete Stem Walls supporting Curtain Wall Systems & Radiant Trench(S201/1 & 2, A531 / 55)	8 days	Thu 8/13/15	Fri 8/28/15	59FS+4 days



ID	Task Name	Duration	Start	Finish	Predecessors
127	Ceiling Framing	7 days	Mon 8/10/15	Mon 8/17/15	125FS-6 days
128	Overhead R.I. to Ceiling Framing (Tie-in ducts, install lights, Low Volt)	7 days	Fri 8/14/15	Fri 8/21/15	127FS-3 days
129	Inspections (Ceilings)	2 days	Fri 8/21/15	Fri 8/21/15	126FS-2 days
130	Sheetrock Ceilings	4 days	Sat 8/22/15	Wed 8/26/15	129
131	Ceiling Finishes	7 days	Wed 8/26/15	Wed 9/2/15	130FS-1 day
132	Tile Floor & Tile Wall Finishes	14 days	Fri 8/28/15	Sat 9/12/15	131FS-5 days
133	Toilets / Sink / Partition / Accessory Installation	15 days	Wed 9/9/15	Fri 9/25/15	132FS-4 days
134	Doors & H/W.	5 days	Mon 9/21/15	Fri 9/25/15	133FS-5 days
135	Clean-up, Punchlist, Turn-over	7 days	Sat 9/26/15	Sat 10/3/15	133
136	Baum Walker Hall Interior Improvements (Summer 2015)	75 days	Mon 7/6/15	Wed 9/30/15	
137	Balcony Handrails -Relocate Knee Wall & Handrail	50 days	Mon 7/6/15	Tue 9/1/15	7FS+100 days
138	Proscenium Wall Truss Reinforcing (Scaffolding erection, Demo Sheetrock, Reinforce, Inspect, Re-sheetrock, Tape/Flt/Paint)	15 days	Mon 7/6/15	Wed 7/22/15	7FS+100 days
139	Rigging Beam Installation between Trusses	10 days	Sat 7/11/15	Wed 7/22/15	138FS-10 days
140	Acoustic Enhancements	60 days	Thu 7/23/15	Wed 9/30/15	139
141	Acoustic Enhancements	70 days	Wed 7/17/15	Tue 9/24/15	93
142	Slawack Theater Expansion	285 days	Mon 7/6/15	Fri 6/10/16	
143	Isolate, shut-off, &/or re-route interior utilities as necessary(Power, Plumbing, HVAC, Fire Alarm, Fire Suppression)	7 days	Mon 7/6/15	Mon 7/13/15	7FS+100 days
144	Temporary Walls & Protection to Isolate STARR Theater construction from adjacent spaces	4 days	Mon 7/6/15	Thu 7/9/15	143SS
145	Protection of existing adjacent roof (Poly + Plywood)	3 days	Mon 7/6/15	Wed 7/8/15	143SS
146	Demo exterior curbs, paving, storm sewer. (Dwg. C-003) Statue, Bench & Garden salvaged/relocated.	3 days	Sat 7/11/15	Tue 7/14/15	143FS-2 days
147	Clear-out all interior components of STARR Theater	3 days	Wed 7/15/15	Tue 7/14/15	146FS-3 days
148	Selective Demo of portions of Star Theater Exterior, as needed to tie-in new structure.	10 days	Wed 7/15/15	Sat 7/25/15	147
149	Clearing / Grading	10 days	Wed 7/15/15	Tue 7/14/15	148FS-2 days
150	Erect/Install new building pad for STARR Theater Expansion	4 days	Mon 8/3/15	Thu 8/6/15	149FS-2 days
151	Structure of STARR Theater Expansion	81 days	Fri 8/7/15	Mon 11/9/15	
152	Foundations	24 days	Fri 8/7/15	Thu 8/21/15	
153	Layout	2 days	Fri 8/7/15	Sat 8/8/15	150
154	Pad Footings with Micropiles, Continuous Footings	12 days	Mon 8/10/15	Sat 8/22/15	153
155	Concrete Stem Walls above Footings (S201 / 3&4)	10 days	Fri 8/21/15	Tue 9/1/15	154FS-2 days
156	Underlaid Rough-in	12 days	Fri 8/21/15	Tue 9/1/15	154FS-2 days
157	Elevator Pit - Excavate, Form, Reinforce, Inspect, Pour	9 days	Sat 8/23/15	Tue 9/8/15	
158	Slab-on-Grade	7 days	Tue 9/1/15	Tue 9/8/15	158FS-3 days
159	'Recessed' Slab-on-grade (Form, Reinforce, Rough-in, Inspect, Pour)	30 days	Sat 8/22/15	Fri 10/16/15	159FS-5 days
160	Steel Erection & detail (Demo existing facade as necessary to make structural connection)	6 days	Sat 10/17/15	Fri 10/23/15	161
161	Slab-on-deck at Mezzanine levels for Control Room, Storage, Amp-Electric, Sound Porch	5 days	Fri 10/23/15	Wed 10/28/15	162FS-1 day
162	Slab-on-Deck @ Roof structure	10 days	Thu 10/29/15	Mon 11/9/15	163
163	Steel Catwalk system steel erection(following roof slab pour)	56 days	Thu 10/29/15	Fri 1/8/16	
164	Exteriors of STARR Theater Expansion	10 days	Thu 10/29/15	Mon 11/9/15	163
165	Exterior Framing - Metal Studs	8 days	Thu 10/29/15	Mon 11/9/15	163
166	Exterior Sheathing	7 days	Thu 10/29/15	Mon 11/9/15	163
167	Waterproof Coating / Air Barrier application	7 days	Thu 10/29/15	Mon 11/9/15	163
168	Metal Wall Panels & associated Flashing Installation	10 days	Thu 10/29/15	Mon 11/9/15	163
169	Window system Installation	15 days	Thu 10/29/15	Mon 11/9/15	163
170	Roofing	41 days	Wed 11/4/15	Tue 12/22/15	
171	Layout	3 days	Wed 11/4/15	Fri 11/6/15	166FS-5 days
172	Interior of STARR Theater Expansion	20 days	Sat 11/7/15	Tue 12/1/15	174
173	Overhead Rough-in (Black Decliner fastened to deck, + MEP Rough-in)	22 days	Sat 11/7/15	Thu 12/3/15	
174	Interior Walls	10 days	Sat 11/7/15	Wed 11/18/15	174
175	Interior Metal Stud Wall	10 days	Sat 11/7/15	Wed 11/18/15	174
176	In-wall Rough-in	10 days	Fri 11/13/15	Tue 11/24/15	177FS-5 days
177	Inspections	2 days	Mon 11/23/15	Tue 11/24/15	178FS-2 days
178	Acoustic Insulation - 3 layers Sheetrock.	7 days	Wed 11/25/15	Thu 12/3/15	179
179	Interior Wood Shaped Wall panels (Sheet A803, 1 / A352)	15 days	Tue 12/1/15	Thu 12/17/15	
180	Framing System (Metal Stud & Uni-Stud)	10 days	Tue 12/1/15	Fri 12/11/15	180FS-3 days
181	'Wood Face Façade'	8 days	Wed 12/9/15	Thu 12/17/15	182FS-3 days
182	Catwalk Acoustic Reflector (24' A801)	11 days	Thu 11/19/15	Wed 12/2/15	
183	Metal Stud Framing	5 days	Sat 11/21/15	Tue 11/24/15	177
184	Sheetrock (2 Layers)	4 days	Sat 11/21/15	Wed 11/25/15	185FS-3 days
185	Tape / Float / Finish	7 days	Tue 11/24/15	Wed 12/2/15	186FS-2 days
186	'Black-out' Paint @ overhead structure, @ exposed steel, & @ other finishes	4 days	Thu 12/3/15	Mon 12/7/15	187
187	Flooring -Resilient Wood Flooring System (A002 / F06, F07) (Felt, Staeper, 1"ply, 3/4" Hardboard Flooring)	10 days	Tue 12/8/15	Fri 12/18/15	188

ID	Task Name	Duration	Start	Finish	Predecessors
190	Lighting Assessment & Adjustments	3 days	Sat 12/19/15	Tue 12/22/15 189	
191	Acoustical Assessment & Adjustments	3 days	Sat 12/19/15	Tue 12/22/15 189	
192	Storage Rooms (STARR Storage, McBride Storage)	11 days	Sat 12/19/15	Fri 12/24/15	
193	In-Wall Rough-In	4 days	Sat 11/21/15	Wed 11/25/15 178FS-3 days	
194	Inspections	2 days	Tue 11/24/15	Wed 11/25/15 183FS-2 days	
195	Sheetrock	1 day	Fri 11/27/15	Fri 11/27/15 194	
196	Tape / Float / Prime / Paint	5 days	Sat 11/28/15	Thu 12/3/15 195	
197	Sealed Concrete (CS-1)	1 day	Fri 12/4/15	Fri 12/4/15 196	
198	Sound Porch - Control Room	28 days	Tue 11/24/15	Mon 12/28/15	
199	Rough-in (In-Wall, Thru-Floor, Thru-Ceiling)	7 days	Tue 11/24/15	Wed 12/2/15 193FS-2 days	
200	Inspection	2 days	Thu 12/3/15	Fri 12/4/15 200	
201	Sheetrock	2 days	Tue 12/1/15	Wed 12/2/15 199FS-2 days	
202	Tape / Float / Prime / Paint	7 days	Tue 12/1/15	Mon 12/28/15	
203	Ceiling (Framing, Sheetrock, 1x1 Acoustic Tiles)	7 days	Fri 12/4/15	Thu 12/17/15 202FS-2 days	
204	Acoustic Wall Treatment Installation	3 days	Fri 12/18/15	Mon 12/21/15 203	
205	Slate Dispersive Tile Flooring	17 days	Sat 12/26/15	Mon 12/28/15 204	
206	Amp / Electrical Room	7 days	Sat 12/26/15	Thu 12/31/15	
207	Rough-in (In-Wall, Thru-Floor, Thru-Ceiling)	2 days	Fri 12/4/15	Sat 12/5/15 207FS-2 days	
208	Inspection	2 days	Mon 12/7/15	Tue 12/8/15 208	
209	Sheetrock	7 days	Wed 12/9/15	Wed 12/16/15 209	
210	Tape / Float / Prime / Paint	1 day	Thu 12/17/15	Thu 12/17/15 210	
211	Sealed Concrete (CS-1)	57 days	Mon 11/1/16	Tue 3/28/16 171	
212	Sitework Completion around STARR Theater Perimeter	22 days	Fri 4/1/16	Mon 5/2/16 3FS-413 days	
213	Walton Arts to prep STARR Theater for upcoming opening	0 days	Mon 5/2/16	Mon 5/2/16 213	
214	STARR Theater OPENS	0 days	Fri 6/10/16	Fri 6/10/16 3FS-484 days	
215	Walton Arts End of Theater Programming in BWH (6-11-16)	65 days	Mon 6/13/16	Mon 9/12/16	
216	2016 Summer Off-Season (June 11th, through Nov 1)	7 days	Mon 6/13/16	Tue 6/21/16 2FS-466 days	
217	Protection Measures (Isolate Lobby Interior Work from non-renovated spaces)	5 days	Mon 6/13/16	Fri 6/17/16 217SS	
218	Isolate, shut-off. All re-route interior utilities as necessary (Power, Plumbing, HVAC, Fire Alarm, Fire Suppression)	12 days	Thu 6/18/16	Fri 7/1/16 218FS-2 days	
219	Demolition of existing interior components (walls, entryways, ceilings, floors), as req'd (AO10)	5 days	Mon 6/13/16	Fri 6/17/16 217SS	
220	Demolition of Temporary Entry Canopy Protection @ both entrances	41 days	Tue 6/28/16	Wed 8/24/16	
221	Baum Walker Hall Improvements (Summer 2016)	31 days	Tue 6/28/16	Wed 8/24/16	
222	ADA Improvements @ 1st Floor Theater Entrance from Lobby (4, 5, AO14)(AO50A)	4 days	Tue 6/28/16	Fri 7/1/16 219FS-4 days	
223	Demo & Remove Seats, Carpet, Doors, Handrails, Walls as Indicated	3 days	Tue 7/5/16	Thu 7/7/16 223	
224	Re-pour Concrete (steps and ramps, as indicated) (AO50A)	2 days	Fri 7/8/16	Mon 7/11/16 224	
225	Framing / Rough-in / Sheetrock	7 days	Tue 7/12/16	Wed 7/20/16 225	
226	Wall Finishes	10 days	Thu 7/14/16	Wed 8/3/16 226	
227	Floor Finishes	5 days	Thu 8/4/16	Wed 8/10/16 227	
228	ADA Improvements at Existing ADA Lift (2/A014 & A413)	33 days	Thu 8/3/16	Tue 9/19/16	
229	Demo Door, Controller, existing ADA Lift System, adjacent drinking fountain, 6 auditorium chairs	7 days	Thu 8/3/16	Wed 8/10/16 227	
230	Frame new walls / door as indicated	7 days	Tue 7/12/16	Wed 7/20/16 230	
231	Patch and refinish existing wall	4 days	Tue 7/12/16	Fri 7/15/16 230	
232	Install new ADA Lift System	6 days	Mon 7/18/16	Mon 7/25/16 232	
233	Install new Chair Lift and Rail system	10 days	Wed 7/20/16	Tue 8/2/16 233FS-4 days	
234	New Finishes	10 days	Wed 8/3/16	Tue 8/16/16 234	
235	ADA Improvements @ 2nd Floor Balcony (1,2/A014)	32 days	Tue 7/12/16	Wed 8/24/16	
236	Demo & Remove Seats, Carpet, Doors, Handrails, Walls	4 days	Tue 7/12/16	Fri 7/15/16 230	
237	Demo Concrete as Indicated	3 days	Mon 7/18/16	Wed 7/20/16 237	
238	Re-pour Concrete	2 days	Thu 7/21/16	Fri 7/22/16 238	
239	Framing / Rough-in / Sheetrock	7 days	Mon 7/25/16	Tue 8/2/16 239	
240	Wall Finishes	10 days	Wed 8/3/16	Tue 8/16/16 240	
241	Floor Finishes	5 days	Wed 8/3/16	Tue 8/16/16 240	
242	Doors / Hdw	2 days	Tue 8/23/16	Wed 8/24/16 241	
243	Structure for existing Lobby Renovation	17 days	Mon 8/20/16	Wed 9/13/16	
244	Slab-over-slab pour in Lobby	9 days	Mon 8/20/16	Thu 8/30/16	
245	Demo existing Floor Finishes	2 days	Mon 8/20/16	Tue 8/21/16 218	
246	Rough-in new MEP under-slab, for area to have new Slab-over-slab	4 days	Wed 8/24/16	Mon 8/27/16 246	
247	Initial washed crushed stone	3 days	Fri 8/24/16	Tue 8/28/16 247FS-2 days	
248	Reinforcing (6x6 WWM)	2 days	Tue 8/28/16	Wed 8/30/16 248FS-1 day	
249	Inspection	1 day	Wed 8/29/16	Wed 8/30/16 249FS-1 day	
250	Pour Slab-over-slab	1 day	Thu 8/30/16	Thu 8/30/16 250	
251	Form & Pour remaining portion of Handicap Ramp	5 days	Fri 7/1/16	Fri 7/1/16 251	
252					

Project: Walton Arts Ctr Expansion & R
Date: Mon 11/3/14

Task
Split
Milestone
Summary

Project Summary
External Tasks
External Milestone
Inactive Milestone

Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup

Manual Summary
Start-only
Finish-only
External Tasks

External Milestone
Progress
Deadline

	Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
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EXHIBIT "D"
WALTON ARTS CENTER RENOVATION AND EXPANSION
FAYETTEVILLE, AR

List of Contract Documents

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EXHIBIT "D"
WALTON ARTS CENTER RENOVATION AND EXPANSION
FAYETTEVILLE, AR

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EXHIBIT "D"
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FAYETTEVILLE, AR

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No.02	Walton Arts Center Renovation and Expansion	11/21/2014
No.03	Walton Arts Center Renovation and Expansion	12/05/2014

MEMORANDUM OF UNDERSTANDING

The City of Fayetteville, the Walton Arts Center Council, Inc., CDI Contractors, L.L.C., and Boora Architects, Inc. agree as follows:

Parties to this Memorandum of Understanding

- A. CDI Contractors, L.L.C. has been selected as Construction Manager/Contractor for the Walton Arts Center Expansion and Enhancement Project and has entered into a 19 page AIA Contract (attached as Exhibit A to this Memorandum of Understanding) with the Walton Arts Center and Boora Architects, Inc. on April 1, 2014.
- B. Boora Architects, Inc. has been selected as Architect for the Walton Arts Center Expansion and Enhancement Project and will serve as such during the design and construction of this project.
- C. The Walton Arts Center as authorized by the Walton Arts Center Council, Inc. has entered into a 19 page AIA Contract with CDI Contractors, L.L.C. on April 1, 2014 as the "Owner" and primary funder of the costs of the Walton Arts Center Expansion and Enhancement Project which is anticipated to cost around \$16 million.
- D. On February 3, 2015, CDI Contractors, LLC; Boora Architects, Inc. and the Walton Arts Center agreed to a change order which established the final complete cost of the construction of the Walton Arts Center Expansion and Enhancement Project at **\$15,986.439.00**. (This is attached as Exhibit B to this Memorandum of Understanding.) This figure may be subject to change by future change orders and other contingencies. The date of Substantial Completion is November 1, 2016.
- E. The City of Fayetteville jointly owns the property with the University of Arkansas upon which the Walton Arts Center sits and will be expanded and enhanced. The citizens of Fayetteville voted to authorize the City Council to issue bonds supported by the City's one cent Hotel, Motel and Restaurant tax (which is

otherwise designated for the Advertising and Promotion Commission) to partially fund a portion of the Walton Arts Center Expansion and Enhancement Project. The City Council issued these 2014 HMR Bonds which generated funds that can be used for the Walton Arts Center Expansion and Enhancement Project by the City of Fayetteville.

**Agreement to designate and use the 2014 HMR Bond funds for the
Walton Arts Center Expansion and Enhancement Project**

1. All parties agree and acknowledge that all funds derived from the City's sale of the Hotel, Motel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement and Refunding Bonds Series 2014 (hereinafter "2014 HMR Bonds") may only be spent or used for purposes authorized by the City voters and applicable state law.
2. All parties agree that the City of Fayetteville has the right to ensure that all of its bond revenues shall be applied to costs associated with the site and structural improvements for the Walton Arts Center lobby and Starr Theater, the back staging area of main theater, lobby restrooms and electrical and HVAC infrastructure enhancements.
3. The City of Fayetteville agrees to pay not to exceed **\$6,323,515.00** directly to CDI Contractors, L.L.C. for construction and other necessary costs of the Walton Arts Center Expansion and Enhancement Project which are legally eligible for such funding based on the submission of proper invoices which are approved by the City. The City will use the remainder of its 2014 HMR Bond proceeds (about \$857,055.00) to pay to its parking deck contractor, Baldwin and Shell, for expanded backstage project that extends under a portion of the parking deck.
4. The Walton Arts Center, the Walton Arts Center Council, Inc., CDI Contractors, L.L.C. and Boora Architects, Inc. agree and acknowledge that the City of Fayetteville has no further responsibility nor liability for costs or the completion of any

construction or other contract concerning the Walton Arts Center Expansion and Enhancement Project beyond the expenditures noted in paragraph 3.

5. The Walton Arts Center Council, Inc. and the Walton Arts Center agree to work with the City of Fayetteville to prominently display a bronze (or comparable material) plaque in the Walton Arts Center's main lobby stating "The Walton Arts Center thanks the citizens and taxpayers of Fayetteville for their over \$7 million investment for the Walton Arts Center Expansion and Enhancement Project of 2015-2016."

6. Pursuant to the Additions and Deletions Report for AIA Document 133-2009 which was the "Standard Form Agreement" signed by the Walton Arts Center and CDI Contractors, Inc.:

"All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for this portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order outlined in Article 2.2."

7. All parties to this Memorandum of Understanding agree and acknowledge that the City of Fayetteville may exercise its rights enumerated in the above quoted language prior to expending proceeds from the 2014 HMR Bonds on the Walton Arts Center Expansion and Enhancement Project.

8. All of the parties acknowledge that the City of Fayetteville is a Third Party Beneficiary of any and all Contracts for design or construction of the Walton Arts Center Expansion and Enhancement Project upon and to the extent of its investment and payment of the proceeds of the 2014 HMR Bonds and that it may require a separate Schedule of Values, Pay Application and cost allocation for portions of the project being paid fully or partially by 2014 HMR Bond revenue.

In Agreement with all terms, conditions and promises of this Memorandum of Understanding, the parties below sign on the date indicated after receiving proper authority from their governing boards.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra E. Smith, City Clerk

Date: _____

CDI CONTRACTORS, L.L.C.

By: _____
Matt Bodishbaugh

Witness: _____

Date: _____

**WALTON ARTS CENTER
COUNCIL, INC.**

By: _____
Greg Lee, Chairman

Witness: _____

Date: _____

BOORA ARCHITECTS, INC.

By: _____
Jim Harold, Project Manager

Witness: _____

Date: _____

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the First day of April in the year Two Thousand Fourteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Walton Arts Center
PO Box 3547
Fayetteville, AR 72702

and the Construction Manager:
(Name, legal status and address)

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

for the following Project:
(Name and address or location)

Walton Arts Center
495 W. Dickson Street
Fayetteville, AR 72701

The Architect:
(Name, legal status and address)

Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205

The Owner's Designated Representative:
(Name, address and other information)

Terri Trotter
Chief Operating Officer
Walton Arts Center
PO Box 3547
Fayetteville, AR 72702
ttrotter@waltonartscenter.org

The Construction Manager's Designated Representative:
(Name, address and other information)

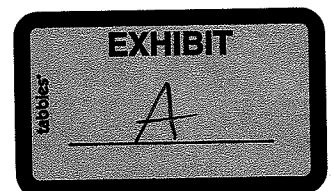
Matt Bodishbaugh
Vice President

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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User Notes: (1163162952)

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703
mbodishbaugh@cdicon.com

The Architect's Designated Representative:
(Name, address and other information)

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

The Owner and Construction Manager agree as follows.

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3	OWNER'S RESPONSIBILITIES
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the

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contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

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§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

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ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Shall be a lump sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

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§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase that exceeds \$35,000.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

1. the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
3. a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

Init.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability	\$1,000,000
Auto Liability	\$1,000,000
Umbrella Liability	\$25,000,000
Workers Compensation	Statutory Limits
Payment and Performance Bond	Equal to the Guaranteed Maximum Price

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

Init.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

Init.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

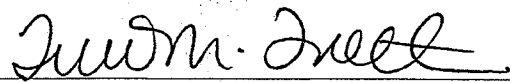
ARTICLE 12 SCOPE OF THE AGREEMENT

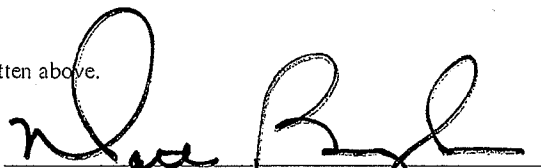
§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

Terri Trotter, Chief of Operating Officer
(Printed name and title)

Matt Bodishbaugh, Vice President
(Printed name and title)

Init.

Additions and Deletions Report for **AIA[®] Document A133TM – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:26:02 on 07/10/2014.

PAGE 1

AGREEMENT made as of the First day of April in the year Two Thousand Fourteen

...

Walton Arts Center
PO Box 3547
Fayetteville, AR 72702

...

CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

...

Walton Arts Center
495 W. Dickson Street
Fayetteville, AR 72701

...

Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205

...

Terri Trotter
Chief Operating Officer
Walton Arts Center
PO Box 3547
Fayetteville, AR 72702
trotter@waltonartscenter.org

...

Matt Bodishbaugh
Vice President
CDI Contractors, LLC
PO Box 9447
Fayetteville, AR 72703

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User Notes:

(1163162952)

mbodishbaugh@cdicon.com

PAGE 2

Jim Harold
Project Manager / Project Architect
Boora Architects, Inc.
720 S.W. Washington Street, Suite 800
Portland, OR 97205
Harold@BOORA.com

PAGE 3

All parties acknowledge that the City of Fayetteville is contributing approximately \$6.5 million of public bond proceeds towards the cost of this project. As such, the City of Fayetteville may become a co-signatory Owner on this contract and/or require separate Schedule of Values, Pay Application, and cost allocation for the portion of the project being paid by the bond proceeds. The specific terms of the City role and accounting requirements shall be further defined at time of the Construction Phase cost GMP change order as outlined in Article 2.2.

PAGE 7

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems~~, systems sustainability and site requirements.

PAGE 8

The Construction Manager shall include its actual cost of providing Preconstruction Phase services, but not more than \$35,000, as part of the GMP proposal. When the GMP Proposal is accepted by the Owner, the Construction Manager may bill preconstruction costs immediately. If, for any reason other than the Construction Manager's default, the Owner does not accept the Construction Manager's Guaranteed Price Proposal or does not issue a Notice to proceed in advance of accepting the GMP Proposal, the Owner shall pay the Construction Manager \$35,000 as full and final payment for preconstruction.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

PAGE 9

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

Shall be a lump sum amount equal to 4.50% of the Cost of Work contained in the approved Guaranteed Maximum Price.

...

The Construction Manager's fee on changes in the work shall be 4.50 % of the Cost of Work contained in the change.

...

For additive changes, the Subcontractor's fee for overhead and profit shall not exceed 12% of the Cost of Work contained in the change.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Eighty Five percent (85 %) of the published AED equipment rental rate for Fayetteville, AR, or One Hundred percent (100%) of the standard rate paid at the place of the Project.

PAGE 10

Any cost savings beneath the GMP shall be distributed Seventy Five percent (75%) to the Owner and Twenty Five percent (25%) to the Construction Manager.

PAGE 13

.8 Costs for services incurred during the Preconstruction Phase Phase that exceeds \$35,000.

PAGE 14

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

...

- 3 Add the Construction Manager's Fee, less retainage of Five percent (5.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of Five percent (5.0 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 16

<u>General Liability</u>	<u>\$1,000,000</u>
<u>Auto Liability</u>	<u>\$1,000,000</u>
<u>Umbrella Liability</u>	<u>\$25,000,000</u>
<u>Workers Compensation</u>	<u>Statutory Limits</u>
<u>Payment and Performance Bond</u>	<u>Equal to the Guaranteed Maximum Price</u>

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 17

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, ~~except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.~~ above.

PAGE 18

Whether stationed at the project site or at the Construction Manager's office, the labor costs for actual hours spent working on this project, as defined in 6.2 for the project manager, project administrator, and/or project accountant/engineer shall be included in the Cost of Work.

Terri Trotter, Chief of Operating Officer

Matt Bodishbaugh, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mirinda Polston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:26:02 on 07/10/2014 under Order No. 5591010955_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mirinda Polston
(Signed)

Office Admin.
(Title)

7/10/14
(Dated)

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ☒
Walton Arts Center 495 W. Dickson Street Fayetteville, AR 72701	DATE: February 3, 2015	ARCHITECT: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: ☒
CDI Contractors, LLC PO Box 9447 Fayetteville, AR 72703	CONTRACT DATE: April 1, 2014	FIELD: ☐
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

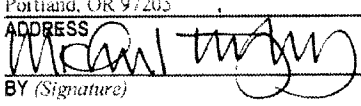
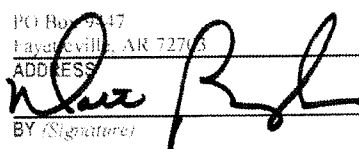
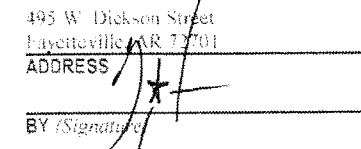
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Incorporate Guaranteed Maximum Price (GMP) Proposal Letter (attached) dated January 28, 2015, including all attachments, scope reductions, scope changes, allowances and cost reduction allowances.

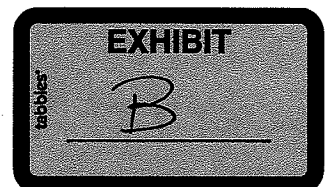
The original Contract Sum was	\$	35,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	35,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	15,951,439.00
The new Contract Sum including this Change Order will be	\$	15,986,439.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is November 1, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Boora Architects, Inc. ARCHITECT (Firm name)	CDI Contractors, LLC CONTRACTOR (Firm name)	Walton Arts Center OWNER (Firm name)
720 SW Washington Street, Suite 800 Portland, OR 97205 ADDRESS	PO Box 9447 Fayetteville, AR 72703 ADDRESS	495 W. Dickson Street Fayetteville, AR 72701 ADDRESS
BY (Signature) 	BY (Signature) 	BY (Signature) 
Michael Gingley (Typed name)	Matt Bodishbaugh (Typed name)	Tim Vogel (Typed name)
02.03.15 DATE	2.03.2015 DATE	2/3/15 DATE





City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0088

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C.3

CROSSLAND CONSTRUCTION COMPANY, INC (REGIONAL PARK)

A RESOLUTION TO AWARD BID #14-46 AND AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$11,788,362.19 FOR CONSTRUCTION OF PHASE ONE OF THE REGIONAL PARK, TO APPROVE CHANGE ORDER NO. 1 TO REDUCE THE CONTRACT PRICE BY THE AMOUNT OF \$2,358,997.27, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$528,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-46 and authorizes a contract with Crossland Construction Company, Inc., a copy of which is attached to this Resolution and made a part hereof, in the amount of \$11,788,362.19 for construction of Phase One of the Regional Park.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to reduce the amount of the contract with Crossland Construction Company, Inc. by \$2,358,997.27.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency in the amount of \$528,000.00.

Section 4. 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

2015-0088

Legistar File ID

3/3/2015

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

Alison Jumper

2/13/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Crossland Construction Company, Inc. in the amount of \$11,788,362.19, approval of Change Order No. 1 in the amount of (\$2,358,997.27) for a contract amount of \$9,429,364.92. In addition, approval is requested for project contingency in the amount of \$528,000, approximately 5.6% and approval of a budget adjustment.

Budget Impact:

2250.9255.5806.00 / 4520.9555.5809.00	Parks Development / Transportation Bond
Account Number	Fund
02002.9000	Regional Park /
06035.2800	Transportation Bond Street Improvements
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 7,693,006.00
	Funds Obligated \$ 179,181.59
	Current Balance \$ 7,513,824.41
Does item have a cost? Yes	Item Cost \$ 9,429,364.92
Budget Adjustment Attached? Yes	Budget Adjustment \$ 2,977,740.00
	Remaining Budget \$ 1,062,199.49

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Budget Adjustment includes \$1,400,000 to the Transportation Bond Street Improvements project which covers the \$1,400,000. See Legistar Items 2015-0092 and 2015-0093 for related Budget Adjustment information.

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: February 19, 2015

SUBJECT: Resolution to approve a contract with Crossland Construction Company, Inc. for the Construction of Regional Park Phase One

RECOMMENDATION:

Staff recommends approval of a contract with Crossland Construction Company, Inc. in the amount of \$11,788,362, approval of Change Order No. 1 in the amount of (\$2,358,997) reduced by accepting value engineering from the original bid; and a project contingency in the amount of \$528,000, approximately 5.6%, for a total cost of \$9,957,365 and approval of a budget adjustment recognizing \$37,533 in Park Land Dedication Funds.

BACKGROUND:

The City of Fayetteville has been planning for a Regional Park since 2002. Through an intensive site selection process, a site was selected and approved by the Parks and Recreation Advisory Board in 2003. In 2010 approximately 200 acres were generously donated by Chambers Bank for the park.

Since that time, through overwhelming public support, over 350 acres of pristine Ozark forest adjacent to the park at Mount Kessler were purchased and preserved in a partnership with the Walton Family Foundation, the City of Fayetteville and the Fayetteville Natural Heritage Association, making the park a truly unique destination for Fayetteville and Northwest Arkansas. Additionally, Advertising and Promotions Hotel Motel Restaurant (HMR) tax bond was approved by the voters in 2014 to appropriate approximately \$3.5 million for the construction of Phase One of the Regional Park.

Lose and Associates, Inc. was selected through a professional selection committee in November of 2013 to finalize the master plan for the park and to create the construction documents for Phase One of the park. Large Scale Development 14-4819 was approved by the Planning Commission on October 13, 2013.

DISCUSSION:

Bid 14-46 was advertised on November 26, 2014 and opened February 6, 2015. Four contractors bid the project with Crossland Construction Company, Inc. being the low bid in the amount of \$11,788,362.

The bid for Phase One of the park originally included the construction of the entry road, water, electric, and sewer infrastructure, six lighted soccer fields, four lighted baseball fields, two restroom/concession buildings, a playground and associated parking. The low bid for the project was over budget due to challenging topography, geology and other site constraints. The challenges that make the site more costly also make it more unique, and once constructed, the park will boast an inspiring landscape housing quality facilities.

City staff and the consulting team identified approximately \$2.35 million in savings through value engineering and utilization of City Water and Sewer crews to construct the water and sewer utilities. Reductions made to bring the project in budget are shown in Attachment A. The current phase will include all infrastructure including water, sewer and electricity, parking, roads, three baseball fields, six soccer fields and two concessions stand/restroom buildings. Sports field lighting for the soccer fields and the rain garden plantings will be deferred until 2016, when additional funding will become available through the Capital Improvement Plan. Additionally, a citizen led fundraising committee has been formed and is currently working towards raising funds for this and future phases of the park.

The Regional Park will be the largest multi-purpose park in the City of Fayetteville and will serve tens of thousands of citizens each year. Additionally, at full build out the park (estimated in current dollars) of \$28 million, will generate revenue for the city through hosting tournaments and special events.

BUDGET/STAFF IMPACT:

HMR Bonds were sold and are providing \$3,642,656 towards the construction of the park. Additionally, the Transportation Committee approved \$1,400,000 in excess Transportation Bond Funding for the construction of the access road to the park. Remaining funding is provided through Park Land Dedication Funds from the Southwest Quadrant and the HMR tax that has been collected and saved for this project. The project number is 02002.1.

Attachments:

Certified Bid Tabulation
Crossland Construction Company, Inc. Bid Submittal
Agreement with Crossland Construction Company, Inc.
Change Order No. 1
Attachment A
Road Construction Cost
Budget Adjustment
Purchase Request
Regional Park Site Plan

BID 14-66, Construction - Fayetteville Regional Park - Phase 1

BIDDER:				CROSSLAND CONSTRUCTION CO		FLYNCO INC		KOLB GRADING LLC		NEXUS CONSTRUCTION SERVICE GROUP LLC	
ITEM #	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL
Site Work / Drainage / Roadway											
1	Layout survey	63	AC	\$3,890.00	\$245,070.00	\$1,363.20	\$85,881.60	\$2,000.00	\$126,000.00	\$2,204.29	\$138,870.27
2	Mass grading	213,463	CY	\$3.70	\$789,813.10	\$3.75	\$800,486.25	\$6.00	\$1,280,778.00	\$5.10	\$1,088,661.30
3	Stripping topsoil	50,479	CY	\$3.60	\$181,724.40	\$3.89	\$196,363.31	\$3.00	\$151,437.00	\$4.01	\$202,420.79
4	Replacing topsoil	40,125	CY	\$4.30	\$172,537.50	\$4.63	\$185,778.75	\$5.00	\$200,625.00	\$15.37	\$616,721.25
5	Clearing and Grubbing-Heavily Wooded	15	AC	\$7.00	\$105.00	\$3,476.16	\$52,142.40	\$6,000.00	\$90,000.00	\$3,247.14	\$48,707.10
6	Clearing and Grubbing-Lightly Wooded	5	AC	\$3,128.00	\$15,640.00	\$2,317.44	\$11,587.20	\$5,000.00	\$25,000.00	\$2,164.76	\$10,823.80
7	Erosion Control	1	LS	\$215,229.00	\$215,229.00	\$255,600.00	\$255,600.00	\$850,000.00	\$850,000.00	\$279,932.09	\$279,932.09
8	Subgrade Preparation	17,845	SY	\$0.66	\$11,777.70	\$2.10	\$37,474.50	\$3.00	\$53,535.00	\$1.52	\$27,124.40
9	18" R. C. Pipe	744	LF	\$42.30	\$31,471.20	\$44.30	\$32,959.20	\$45.00	\$33,480.00	\$48.51	\$36,091.44
10	24" R. C. Pipe	321	LF	\$47.70	\$15,311.70	\$49.98	\$16,043.58	\$69.00	\$22,149.00	\$74.38	\$23,875.98
11	30" R. C. Pipe	52	LF	\$58.90	\$3,062.80	\$61.34	\$3,189.68	\$87.60	\$4,555.20	\$94.43	\$4,910.36
12	36" R. C. Pipe	12	LF	\$83.60	\$1,003.20	\$87.47	\$1,049.64	\$121.67	\$1,460.04	\$131.16	\$1,573.92
13	36" R. C. Ell. Pipe	27	EA	\$110.70	\$2,988.90	\$115.87	\$3,128.49	\$176.75	\$4,772.25	\$190.54	\$5,144.58
14	18" R. C. Pipe (Under Pavement)	1,259	LF	\$63.40	\$79,820.60	\$67.02	\$84,378.18	\$52.00	\$65,468.00	\$56.06	\$70,579.54
15	24" R. C. Pipe (Under Pavement)	328	LF	\$73.20	\$24,009.60	\$77.25	\$25,338.00	\$86.33	\$28,316.24	\$93.06	\$30,523.68
16	30" R. C. Pipe (Under Pavement)	130	LF	\$94.90	\$12,337.00	\$99.97	\$12,996.10	\$91.50	\$11,895.00	\$98.64	\$12,823.20
17	36" R. C. Pipe (Under Pavement)	99	LF	\$114.50	\$11,335.50	\$120.42	\$11,921.58	\$120.00	\$11,880.00	\$129.36	\$12,806.64
18	42" R. C. Pipe (Under Pavement)	78	LF	\$124.40	\$9,703.20	\$131.78	\$10,278.84	\$177.00	\$13,806.00	\$190.81	\$14,883.18
19	18" R. C. Ell. Pipe (Under Pavement)	59	LF	\$208.00	\$12,272.00	\$220.38	\$13,002.42	\$101.70	\$6,000.30	\$109.63	\$6,468.17
20	30" R. C. Ell. Pipe (Under Pavement)	92	LF	\$112.00	\$10,304.00	\$115.87	\$10,660.04	\$130.00	\$11,960.00	\$140.14	\$12,892.88
21	18" R. C. FES	4	EA	\$1,367.00	\$5,468.00	\$1,425.68	\$5,702.72	\$430.00	\$1,720.00	\$463.54	\$1,854.16
22	24" R. C. FES	1	EA	\$1,477.00	\$1,477.00	\$1,544.96	\$1,544.96	\$1,275.00	\$1,275.00	\$1,374.45	\$1,374.45
23	30" R. C. FES	4	EA	\$1,586.00	\$6,344.00	\$1,649.47	\$6,597.88	\$1,500.00	\$6,000.00	\$1,617.00	\$6,468.00
24	36" R. C. FES	1	EA	\$2,160.00	\$2,160.00	\$2,249.28	\$2,249.28	\$2,400.00	\$2,400.00	\$2,587.20	\$2,587.20
25	42" R. C. FES	6	EA	\$2,734.00	\$16,404.00	\$3,124.00	\$18,744.00	\$3,000.00	\$18,000.00	\$3,234.01	\$19,404.06
26	36" Ell. R. C. FES	1	EA	\$2,816.00	\$2,816.00	\$3,152.40	\$3,152.40	\$3,300.00	\$3,300.00	\$3,557.41	\$3,557.41
27	12" C.M. FES	3	EA	\$300.00	\$900.00	\$318.08	\$954.24	\$300.00	\$900.00	\$323.40	\$970.20
28	18" C.M. FES	11	EA	\$328.00	\$3,608.00	\$344.21	\$3,786.31	\$500.00	\$5,500.00	\$539.00	\$5,929.00
29	24" C.M. FES	10	EA	\$425.00	\$4,250.00	\$447.58	\$4,475.80	\$570.00	\$5,700.00	\$614.46	\$6,144.60
30	30" C.M. FES	5	EA	\$711.00	\$3,555.00	\$744.08	\$3,720.40	\$670.00	\$3,350.00	\$722.26	\$3,611.30
31	36" C.M. FES	2	EA	\$854.00	\$1,708.00	\$897.44	\$1,794.88	\$920.00	\$1,840.00	\$991.77	\$1,983.54
32	48" C.M. FES	1	EA	\$1,521.00	\$1,521.00	\$1,590.40	\$1,590.40	\$1,600.00	\$1,600.00	\$1,724.81	\$1,724.81
33	4" Curb Inlets	34	EA	\$3,117.00	\$105,978.00	\$3,288.72	\$111,816.48	\$2,800.00	\$95,200.00	\$3,018.41	\$102,625.94
34	5" Curb Inlets	10	EA	\$3,418.00	\$34,180.00	\$3,635.20	\$36,352.00	\$3,130.00	\$31,300.00	\$3,374.15	\$33,741.50
35	6" Curb Inlets	4	EA	\$3,746.00	\$14,984.00	\$4,004.40	\$16,017.60	\$4,100.00	\$16,400.00	\$4,419.82	\$17,679.28
36	4" Grate Inlet	5	EA	\$3,554.00	\$17,770.00	\$3,719.26	\$18,596.30	\$3,206.00	\$16,030.00	\$3,456.08	\$17,280.40
37	4" Junction Boxes	3	EA	\$2,461.00	\$7,383.00	\$2,612.80	\$7,838.40	\$4,000.00	\$12,000.00	\$4,312.02	\$12,936.06
38	5" Junction Boxes	8	EA	\$2,898.00	\$23,184.00	\$3,067.20	\$24,537.60	\$3,000.00	\$24,000.00	\$3,234.01	\$25,872.08
39	6" Junction Boxes	2	EA	\$3,554.00	\$7,108.00	\$3,748.80	\$7,497.60	\$7,000.00	\$14,000.00	\$7,546.02	\$15,092.04
40	4" Curb Inlet Extension	32	EA	\$1,203.00	\$38,496.00	\$1,279.14	\$40,932.48	\$500.00	\$16,000.00	\$539.00	\$17,248.00
41	8" Curb Inlet Extension	1	EA	\$1,695.00	\$1,695.00	\$1,801.70	\$1,801.70	\$1,100.00	\$1,100.00	\$1,185.80	\$1,185.80
42	Rip Rap	4,500	SY	\$17.00	\$76,500.00	\$18.18	\$81,810.00	\$35.00	\$157,500.00	\$37.84	\$170,280.00
43	6" Roadway Aggregate Base Course	17,845	SY	\$6.08	\$108,497.60	\$6.82	\$121,702.90	\$6.00	\$107,070.00	\$6.47	\$115,457.15
44	Asphalt Concrete Hot Mix Binder Course (PG 64-22)	2,474	Ton	\$72.75	\$179,983.50	\$76.79	\$189,978.46	\$67.49	\$166,970.26	\$72.75	\$179,983.50
45	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	1,649	Ton	\$85.50	\$140,989.50	\$90.26	\$148,838.74	\$80.36	\$132,513.64	\$86.63	\$142,852.87
46	Concrete Curb and Gutter (Type A)	9,228	LF	\$11.94	\$110,182.32	\$14.77	\$136,297.56	\$9.25	\$85,359.00	\$9.97	\$92,003.16
47	Concrete Curb and Gutter (Type B-1)	305	LF	\$12.05	\$3,675.25	\$15.34	\$4,678.70	\$13.65	\$4,163.25	\$14.71	\$4,486.55
48	Concrete Curb and Gutter (Level Spreader)	177	LF	\$24.68	\$4,368.36	\$28.40	\$5,026.80	\$33.00	\$5,841.00	\$35.57	\$6,295.89
49	4" Thick Concrete Sidewalk	2,985	SY	\$34.26	\$102,266.10	\$43.74	\$130,563.90	\$42.75	\$127,608.75	\$42.22	\$126,026.70
50	6" Thick Concrete Sidewalk	141	SY	\$43.45	\$6,126.45	\$68.16	\$9,610.56	\$49.00	\$6,909.00	\$49.90	\$7,035.90
51	Concrete Driveway Aprons (Commercial)	288	SY	\$59.19	\$17,046.72	\$40.90	\$11,779.20	\$56.00	\$16,128.00	\$58.53	\$16,856.64
52	Concrete Driveway Aprons (Residential)	35	SY	\$54.79	\$1,917.65	\$42.03	\$1,471.05	\$49.00	\$1,715.00	\$54.27	\$1,899.45
53	Concrete Driveway Aprons for Roundabout	290	SY	\$48.49	\$14,062.10	\$42.03	\$12,188.70	\$60.00	\$17,400.00	\$58.53	\$16,973.70
54	Concrete Driveway (Residential)	95	SY	\$43.74	\$4,155.30	\$42.03	\$3,992.85	\$49.00	\$4,655.00	\$54.27	\$5,155.65
55	Concrete Driveway (Commercial)	89	SY	\$46.69	\$4,155.41	\$42.03	\$3,740.67	\$56.00	\$4,984.00	\$54.27	\$4,830.03
56	Aggregate Base Course Driveway	150	SY	\$12.61	\$1,891.50	\$10.22	\$1,533.00	\$10.00	\$1,500.00	\$16.17	\$2,425.50
57	4" Pavement Marking (Thermoplastic)	13,860	LF	\$0.70	\$9,702.00	\$0.77	\$10,672.20	\$1.00	\$13,860.00	\$0.71	\$9,840.60
58	12" Pavement Marking (Thermoplastic)	120	LF	\$11.03	\$1,323.60	\$12.50	\$1,500.00	\$10.00	\$1,200.00	\$11.20	\$1,344.00
59	Pavement Symbols (ONLY - Thermoplastic)	2	EA	\$490.00	\$980.00	\$522.56	\$1,045.12	\$250.00	\$500.00	\$497.90	\$995.80
60	Pavement Symbols (Arrows - Thermoplastic)	16	EA	\$130.00	\$2,080.00	\$138.59	\$2,217.44	\$175.00	\$2,800.00	\$132.05	\$2,112.80
61	Pavement Symbols (Bicycle - Thermoplastic)	10	EA	\$294.00	\$2,940.00	\$313.54	\$3,135.40	\$300.00	\$3,000.00	\$298.74	\$2,987.40
62	Pavement Symbols (Yield Triangles - Thermoplastic)	6	EA	\$80.00	\$480.00	\$85.20	\$511.20	\$100.00	\$600.00	\$81.18	\$487.08
63	Pavement Symbols (Advanced Warning - Thermoplastic)	4	EA	\$554.00	\$2,216.00	\$590.72	\$2,				

ITEM #	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL
129	Flagpole	1	EA	\$1,825.00	\$1,825.00	\$2,993.36	\$2,993.36	\$5,000.00	\$5,000.00	\$2,665.36	\$2,665.36
130	Foul pole	8	EA	\$1,172.00	\$9,376.00	\$1,249.60	\$9,996.80	\$1,100.00	\$8,800.00	\$1,205.30	\$9,642.40
131	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$330,215.00	\$330,215.00	\$346,196.00	\$346,196.00	\$150,000.00	\$150,000.00	\$336,733.07	\$336,733.07
132	Sprigged baseball fields	249,598	SF	\$1.08	\$269,565.84	\$1.59	\$396,860.82	\$1.50	\$374,397.00	\$1.48	\$369,405.04
133	Irrigation (sports fields, common areas, etc.)	1	LS	\$104,878.00	\$104,878.00	\$143,097.38	\$143,097.38	\$40,000.00	\$40,000.00	\$110,876.77	\$110,876.77
134	Facility rules signage	1	EA	\$852.00	\$852.00	\$1,704.00	\$1,704.00	\$300.00	\$300.00	\$1,599.22	\$1,599.22
135	Field identification signage	4	EA	\$852.00	\$3,408.00	\$568.00	\$2,272.00	\$300.00	\$1,200.00	\$2,132.29	\$8,529.16
136	Bullpens	8	LS	\$3,196.00	\$25,568.00	\$2,272.00	\$18,176.00	\$1,000.00	\$8,000.00	\$2,132.29	\$17,058.32
137	Batting Cages	4	LS	\$14,320.00	\$57,280.00	\$7,565.76	\$30,263.04	\$5,660.00	\$22,640.00	\$9,467.37	\$37,869.48
138	Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00	\$640,099.65	\$640,099.65	\$425,000.00	\$425,000.00	\$748,038.50	\$748,038.50
139	Bike Racks	7	EA	\$227.00	\$1,589.00	\$280.59	\$1,964.13	\$275.00	\$1,925.00	\$570.39	\$3,992.73
140	Vehicular Access Gate	2	EA	\$1,079.00	\$2,158.00	\$1,150.38	\$2,300.76	\$1,200.00	\$2,400.00	\$967.23	\$1,934.46
141	2 Rail split fence	193	LF	\$7.41	\$1,430.13	\$7.91	\$1,526.63	\$13.00	\$2,509.00	\$14.29	\$2,757.97
142	Subtotal Baseball Complex				\$3,052,557.52		\$3,344,695.44		\$2,836,759.70		\$3,322,847.69
Soccer Complex											
143	Electrical service	1	LS	\$265,551.00	\$265,551.00	\$283,337.58	\$283,337.58	\$100,000.00	\$100,000.00	\$265,759.51	\$265,759.51
144	Water Meter	1	LS	\$5,327.00	\$5,327.00	\$2,840.00	\$2,840.00	\$5,000.00	\$5,000.00	\$7,463.02	\$7,463.02
145	8 inch Parking Lot Aggregate Base Course	5,638	SY	\$8.42	\$47,471.96	\$9.46	\$53,335.48	\$7.88	\$44,427.44	\$8.49	\$47,866.62
146	Subgrade prep	5,639	SY	\$0.65	\$3,665.35	\$2.33	\$13,138.87	\$3.00	\$16,917.00	\$1.52	\$8,571.28
147	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	930	Ton	\$85.50	\$79,515.00	\$90.26	\$83,941.80	\$80.43	\$74,799.90	\$86.70	\$80,631.01
148	Concrete Curb and Gutter (Type A)	3,034	LF	\$12.11	\$36,741.74	\$15.34	\$46,541.56	\$11.00	\$33,374.00	\$11.86	\$35,983.24
149	Ribbon Curb	600	LF	\$9.68	\$5,808.00	\$15.34	\$9,204.00	\$10.10	\$6,060.00	\$10.89	\$6,534.00
150	Composite wheel stops	114	EA	\$85.00	\$9,690.00	\$90.88	\$10,360.32	\$90.00	\$10,260.00	\$86.59	\$9,871.26
151	4inch Pavement Marking (Thermoplastic)	1,968	LF	\$0.70	\$1,377.60	\$0.75	\$1,476.00	\$2.25	\$4,428.00	\$0.71	\$1,397.28
152	Pavement Symbols (Handicap Symbol - Thermoplastic)	10	EA	\$325.00	\$3,250.00	\$346.48	\$3,464.80	\$500.00	\$5,000.00	\$330.13	\$3,301.30
153	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72	\$64.75	\$1,554.00	\$65.00	\$1,560.00	\$122.61	\$2,942.64
154	Street Sign Installation (handicap, stop sign, etc.)	16	EA	\$224.00	\$3,584.00	\$238.56	\$3,816.96	\$300.00	\$4,800.00	\$227.30	\$3,636.80
155	4 inch Thick Concrete Flatwork	4,200	SY	\$33.94	\$142,548.00	\$42.03	\$176,526.00	\$42.75	\$179,550.00	\$42.22	\$177,324.00
156	6 inch Thick Concrete Flatwork	125	SY	\$43.47	\$5,433.75	\$51.12	\$6,390.00	\$49.00	\$6,125.00	\$49.90	\$6,237.50
157	Practice field sports lighting	6	EA	\$64,858.00	\$389,148.00	\$70,001.27	\$420,007.62	\$90,000.00	\$540,000.00	\$64,908.30	\$389,449.80
158	Parking lot lighting	14	EA	\$1,767.00	\$24,738.00	\$2,049.59	\$28,694.26	\$5,000.00	\$70,000.00	\$1,196.71	\$16,753.94
159	Soccer goals (pair)	6	EA	\$2,790.00	\$16,740.00	\$3,680.64	\$22,083.84	\$3,240.00	\$19,440.00	\$3,454.31	\$20,725.86
160	Backstop netting (210 LF each goal)	3,360	LF	\$0.95	\$3,192.00	\$102.24	\$343,526.40	\$50.00	\$168,000.00	\$12.79	\$42,974.40
161	Waste receptacle	3	EA	\$719.00	\$2,157.00	\$403.28	\$1,209.84	\$675.00	\$2,025.00	\$739.62	\$2,218.86
162	Pet station	1	EA	\$314.00	\$314.00	\$512.34	\$512.34	\$350.00	\$350.00	\$383.50	\$383.50
163	Team bench	12	EA	\$646.00	\$7,752.00	\$1,232.56	\$14,790.72	\$763.00	\$9,156.00	\$767.63	\$9,211.56
164	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$264,722.00	\$264,722.00	\$278,081.44	\$278,081.44	\$250,000.00	\$250,000.00	\$264,956.11	\$264,956.11
165	Sprigged baseball fields	415,998	SF	\$1.03	\$428,477.94	\$1.27	\$528,317.46	\$1.10	\$457,597.80	\$1.19	\$495,037.62
166	Irrigation (sports fields, common areas, etc.)	1	LS	\$123,405.00	\$123,405.00	\$171,745.02	\$171,745.02	\$50,000.00	\$50,000.00	\$120,050.34	\$120,050.34
167	Facility rules signage	2	EA	\$852.00	\$1,704.00	\$1,704.00	\$3,408.00	\$300.00	\$600.00	\$1,599.22	\$3,198.44
168	Field identification signage	4	EA	\$852.00	\$3,408.00	\$568.00	\$2,272.00	\$300.00	\$1,200.00	\$179.11	\$716.44
169	Small Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00	\$640,099.65	\$640,099.65	\$325,000.00	\$325,000.00	\$748,038.50	\$748,038.50
170	Bike Racks	7	EA	\$227.00	\$1,589.00	\$280.59	\$1,964.13	\$275.00	\$1,925.00	\$570.39	\$3,992.73
171	2 Rail split fence	288	LF	\$7.61	\$2,191.68	\$7.91	\$2,278.08	\$13.00	\$3,744.00	\$14.29	\$4,115.52
172	Subtotal Soccer Complex				\$2,343,285.74		\$3,154,918.17		\$2,391,339.14		\$2,779,343.07
Rental Pavilion Area											
173	Electrical service	1	LS	\$16,064.00	\$16,064.00	\$20,753.58	\$20,753.58	\$50,000.00	\$50,000.00	\$16,075.02	\$16,075.02
174	Water Meter	1	LS	\$5,327.00	\$5,327.00	\$2,840.00	\$2,840.00	\$5,000.00	\$5,000.00	\$7,463.02	\$7,463.02
175	8 inch Parking Lot Aggregate Base Course	1,574	SY	\$11.68	\$18,384.32	\$9.37	\$14,748.38	\$8.34	\$13,127.16	\$8.99	\$14,150.26
176	Subgrade prep	1,575	SY	\$1.18	\$1,858.50	\$2.90	\$4,567.50	\$3.00	\$4,725.00	\$1.52	\$2,394.00
177	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	260	Ton	\$85.50	\$22,230.00	\$90.26	\$23,467.60	\$80.40	\$20,904.00	\$86.67	\$22,534.20
178	Concrete Curb and Gutter (Type A)	1,110	LF	\$12.00	\$13,320.00	\$15.34	\$17,027.40	\$9.70	\$10,767.00	\$10.46	\$11,610.60
179	Ribbon Curb	33	LF	\$9.85	\$325.05	\$15.34	\$506.22	\$10.10	\$333.30	\$10.89	\$359.37
180	4 inch Thick Concrete Flatwork	90	SY	\$35.51	\$3,195.90	\$32.94	\$2,964.60	\$42.75	\$3,847.50	\$42.22	\$3,799.80
181	6 inch Thick Concrete Flatwork	27	SY	\$43.40	\$1,171.80	\$51.12	\$1,380.24	\$49.00	\$1,323.00	\$49.90	\$1,347.30
182	Composite wheel stops	27	EA	\$85.00	\$2,295.00	\$90.88	\$2,453.76	\$90.00	\$2,430.00	\$86.59	\$2,337.93
183	4 inch Pavement Marking (Thermoplastic)	820	LF	\$0.70	\$574.00	\$0.75	\$615.00	\$4.50	\$3,690.00	\$0.71	\$582.20
184	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72	\$75.54	\$1,812.96	\$65.00	\$1,560.00	\$122.61	\$2,942.64
185	Pavement Symbols (Handicap Symbol - Thermoplastic)	6	EA	\$325.00	\$1,950.00	\$346.48	\$2,078.88	\$500.00	\$3,000.00	\$330.13	\$1,980.78
186	Street Sign Installation (handicap, stop sign, etc.)	9	EA	\$224.00	\$2,016.00	\$238.56	\$2,147.04	\$300.00	\$2,700.00	\$227.30	\$2,045.70
187	Parking lot lighting	4	EA	\$5,047.00	\$20,188.00	\$5,495.97	\$21,983.88	\$5.00	\$20.00	\$4,463.61	\$17,854.44
188	Waste receptacle	3	EA	\$353.00	\$1,059.00	\$403.28	\$1,209.84	\$675.00	\$2,025.00	\$739.62	\$2,218.86
189	Pet station	1	EA	\$314.00	\$314.00	\$512.34	\$512.34	\$350.00	\$350.00	\$383.50	\$383.50
190	Facility rules signage	2	EA	\$852.00	\$1,704.00	\$1,704.00	\$3,408.00	\$300.00	\$600.00	\$202.57	\$405.14
191	Landscape (sod open lawn and common areas, parking lot trees, landscape beds)	1	LS	\$10,829.00	\$10,829.00	\$195,758.93	\$195,758.93	\$50,000.00	\$50,000.00	\$178,658.28	\$178,650.28
192	Irrigation (open lawn and common areas)	1	LS	\$42,695.00	\$42,695.00	\$45,074.21	\$45,074.21	\$100,000.00	\$100,000.00	\$42,729.83	\$42,729.83
193	Bike Racks	7	EA	\$227.00	\$1,589.00	\$280.59	\$1,964.13	\$275.00	\$1,925.00	\$570.39	\$3,992.73
194	Subtotal Rental Pavilion Area				\$168,794.29		\$367,274.49		\$278,326.96		\$335,857.60
Water Line											
195	Erosion Control	1	LS	\$10,762.00	\$10,762.00	\$14,200.00	\$14,200.00	\$50,000.00			



Project Check List

Bid 14-66, Construction Fayetteville Regional Park (Phase One)

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). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☒ 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 bidders shall submit the following forms with each bid: Bid Form, Debarment Certification Form, Vendor References & Statement of Disclosure.
- ☒ **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: CROSSLAND CONSTRUCTION CO. INC.

ARKANSAS CONTRACTOR'S LICENSE #: 00P1620215

BID BOND

STATE OF ARKANSAS

KNOW ALL MEN BY THESE PRESENTS, that we:

Crossland Construction Company, Inc. Principal and
Contractor, and Federal Insurance Company / Fidelity and Deposit Company of Maryland

15 Mountain View Road, Warren, NJ 07059 / 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
hereinafter called Surety, are held and firmly bound unto the City of Fayetteville, Arkansas and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

Five Percent of Amount Bid DOLLARS (\$ 5%)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

Construction – Fayetteville Regional Park (Phase One)
City of Fayetteville, Arkansas

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within twelve (12) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Crossland Construction Company, Inc., as Principal herein,

has caused these presents to be signed in its name by its Ivan Crossland Jr., CEO

and attested by its Marta Brown, Asst. Secretary under its corporate seal, and the said

Federal Insurance Company / Fidelity and Deposit Company of Maryland as Surety herein, has

caused these presents to be signed in its name by its

Bid 14-66, Construction – Fayetteville Regional Park (Phase One)
City of Fayetteville

Attorney-in-Fact, Pamela K. Hays _____.

signed under its corporate seal, this 6th day of February A.D.,

2015.

Signed, sealed and delivered
in the presence of:

Crossland Construction Company, Inc.

Principal-Contractor

PO Box 45

Columbus, KS 66725

By _____

Ivan Crossland Jr., CEO

Title

Marta Brown
As to Principal Marta Brown
Asst. Secretary

Federal Insurance Company /
Fidelity and Deposit Company of Maryland

Surety

Michelle McVay
Michelle McVay, Witness

Pamela K. Hays
Attorney-in-Fact (Power-of-Attorney
to be Attached) Pamela K. Hays

Michelle McVay
As to Surety Michelle McVay, Witness

By Pamela K. Hays
Resident Agent Pamela K. Hays

End of Section 00 41 16



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

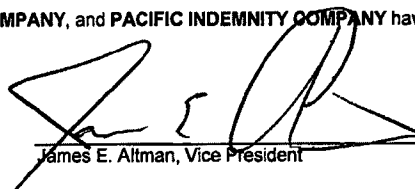
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Benson A. Cashion, Matthew K. Cashion Jr., William H. Griffin, Pamela K. Hays and Judy Schoggen of Little Rock, Arkansas**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **6th** day of **September, 2011**.


Kenneth C. Wendel, Assistant Secretary


James E. Altman, Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

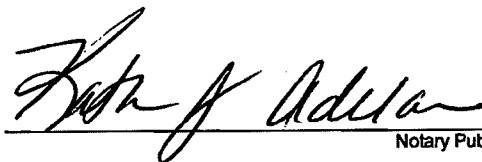
On this **6th** day of **September, 2011**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with James E. Altman, and knows him to be Vice President of said Companies; and that the signature of James E. Altman, subscribed to said Power of Attorney is in the genuine handwriting of James E. Altman, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **6th** day of **February, 2015**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

Section 00 41 13

BID FORM

Contract Name: Bid 14-66, Construction – Fayetteville Regional Park (Phase One)
Bid Number: 14-66

BID TO:

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

BID FROM:

Bidder: Crossland Construction Company, Inc.
PO Box 45
Columbus, KS 66725

Section 1 – Intent:

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

Section 2 – Terms & Conditions:

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

Section 3 – Bidder's Representations:

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

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

<u>Number</u>	<u>Date</u>	<u>Number, Date</u>
<u>1</u>	<u>12/23/2014</u> ICS	6, 01/28/2015 ICS
<u>2</u>	<u>01/08/2015</u> ICS	7, 01/29/2015 ICS
<u>3</u>	<u>01/16/2015</u> ICS	8, 01/30/2015 ICS
<u>4</u>	<u>01/16/2015</u> ICS	9, 02/02/2015 ICS
<u>5</u>	<u>01/20/2015</u> ICS	10, 02/03/2015 ICS

ICS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 - PRICE- Addendum #10

	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
Site Work / Drainage / Roadway					
1	Layout survey	63	AC	\$3,890.00	\$245,070.00
2	Mass grading	213,463	CY	\$3.70	\$789,813.10
3	Stripping topsoil	50,479	CY	\$3.60	\$181,724.40
4	Replacing topsoil	40,125	CY	\$4.30	\$172,537.50
5	Clearing and Grubbing-Heavily Wooded	15	AC	\$7.00	\$105.00
6	Clearing and Grubbing-Lightly Wooded	5	AC	\$3,128.00	\$15,640.00
7	Erosion Control	1	LS	\$215,229.00	\$215,229.00
8	Subgrade Preparation	17,845	SY	\$0.66	\$11,777.70
9	18" R. C. Pipe	744	LF	\$42.30	\$31,471.20
10	24" R. C. Pipe	321	LF	\$47.70	\$15,311.70
11	30" R. C. Pipe	52	LF	\$58.90	\$3,062.80
12	36" R. C. Pipe	12	LF	\$83.60	\$1,003.20
13	36" R. C. Ell. Pipe	27	EA	\$110.70	\$2,988.90
14	18" R. C. Pipe (Under Pavement)	1,259	LF	\$63.40	\$79,820.60
15	24" R. C. Pipe (Under Pavement)	328	LF	\$73.20	\$24,009.60
16	30" R. C. Pipe (Under Pavement)	130	LF	\$94.90	\$12,337.00
17	36" R. C. Pipe (Under Pavement)	99	LF	\$114.50	\$11,335.50
18	42" R. C. Pipe (Under Pavement)	78	LF	\$124.40	\$9,703.20
19	18" R. C. Ell. Pipe (Under Pavement)	59	LF	\$208.00	\$12,272.00
20	30" R. C. Ell. Pipe (Under Pavement)	92	LF	\$112.00	\$10,304.00
21	18" R. C. FES	4	EA	\$1,367.00	\$5,468.00
22	24" R. C. FES	1	EA	\$1,477.00	\$1,477.00
23	30" R. C. FES	4	EA	\$1,586.00	\$6,344.00
24	36" R. C. FES	1	EA	\$2,160.00	\$2,160.00
25	42" R. C. FES	6	EA	\$2,734.00	\$16,404.00
26	36" Ell. R. C. FES	1	EA	\$2,816.00	\$2,816.00
27	12" C.M. FES	3	EA	\$300.00	\$900.00
28	18" C.M. FES	11	EA	\$328.00	\$3,608.00
29	24" C.M. FES	10	EA	\$425.00	\$4,250.00
30	30" C.M. FES	5	EA	\$711.00	\$3,555.00
31	36" C.M. FES	2	EA	\$854.00	\$1,708.00
32	48" C.M. FES	1	EA	\$1,521.00	\$1,521.00
33	4' Curb Inlets	34	EA	\$3,117.00	\$105,978.00
34	5' Curb Inlets	10	EA	\$3,418.00	\$34,180.00
35	6' Curb Inlets	4	EA	\$3,746.00	\$14,984.00
36	4' Grate Inlet	5	EA	\$3,554.00	\$17,770.00
37	4' Junction Boxes	3	EA	\$2,461.00	\$7,383.00
38	5' Junction Boxes	8	EA	\$2,898.00	\$23,184.00
39	6' Junction Boxes	2	EA	\$3,554.00	\$7,108.00
40	4' Curb Inlet Extension	32	EA	\$1,203.00	\$38,496.00
41	8' Curb Inlet Extension	1	EA	\$1,695.00	\$1,695.00
42	Rip Rap	4,500	SY	\$17.00	\$76,500.00
43	6" Roadway Aggregate Base Course	17,845	SY	\$6.08	\$108,497.60
44	Asphalt Concrete Hot Mix Binder Course (PG 64-22)	2,474	Ton	\$72.75	\$179,983.50
45	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	1,649	Ton	\$85.50	\$140,989.50
46	Concrete Curb and Gutter (Type A)	9,228	LF	\$11.94	\$110,182.32
47	Concrete Curb and Gutter (Type B-1)	305	LF	\$12.05	\$3,675.25
48	Concrete Curb and Gutter (Level Spreader)	177	LF	\$24.68	\$4,368.36
49	4" Thick Concrete Sidewalk	2,985	SY	\$34.26	\$102,266.10
50	6" Thick Concrete Sidewalk	141	SY	\$43.45	\$6,126.45
51	Concrete Driveway Aprons (Commercial)	288	SY	\$59.19	\$17,046.72
52	Concrete Driveway Aprons (Residential)	35	SY	\$54.79	\$1,917.65
53	Concrete Driveway Aprons for Roundabout	290	SY	\$48.49	\$14,062.10
54	Concrete Driveway (Residential)	95	SY	\$43.74	\$4,155.30
55	Concrete Driveway (Commercial)	89	SY	\$46.69	\$4,155.41
56	Aggregate Base Course Driveway	150	SY	\$12.61	\$1,891.50
57	4" Pavement Marking (Thermoplastic)	13,860	LF	\$0.70	\$9,702.00
58	12" Pavement Marking (Thermoplastic)	120	LF	\$11.03	\$1,323.60
59	Pavement Symbols (ONLY - Thermoplastic)	2	EA	\$490.00	\$980.00
60	Pavement Symbols (Arrows - Thermoplastic)	16	EA	\$130.00	\$2,080.00
61	Pavement Symbols (Bicycle - Thermoplastic)	10	EA	\$294.00	\$2,940.00
62	Pavement Symbols (Yield Triangles - Thermoplastic)	6	EA	\$80.00	\$480.00
63	Pavement Symbols (Advanced Warning - Thermoplastic)	4	EA	\$554.00	\$2,216.00
64	Pavement Symbols (Handicap Symbol - Thermoplastic)	8	EA	\$325.00	\$2,600.00
65	Pavement Symbols (Shared Lane Symbol - Thermoplastic)	21	EA	\$396.00	\$8,316.00
66	Street Sign Installation	82	EA	\$224.00	\$18,368.00
67	Traffic Control and Maintenance	1	LS	\$5,335.00	\$5,335.00
68	Cast-in-Place Detectable Warning Panel	80	SF	\$35.96	\$2,876.80
69	Handicap Access Ramp	90	SY	\$60.37	\$5,433.30
70	Raised Crosswalk	2	EA	\$4,741.00	\$9,482.00
71	12" H.D.P.E. Pipe	653	LF	\$27.00	\$17,631.00
72	18" H.D.P.E. Pipe	1,396	LF	\$35.00	\$48,860.00
73	24" H.D.P.E. Pipe	1,152	LF	\$40.00	\$46,080.00
74	30" H.D.P.E. Pipe	434	LF	\$55.00	\$23,870.00

Bidder Name: CROSSLAND CONSTRUCTION CO. INC.

Bid 14-66, Addendum 10
02/03/2015

	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
75	36" H.D.P.E. Pipe	693	LF	\$60.00	\$41,580.00
76	42" H.D.P.E. Pipe	508	LF	\$82.00	\$41,656.00
77	48" H.D.P.E. Pipe	58	LF	\$103.00	\$5,974.00
78	4" Non-Metallic Conduit (4 at 56 LF each)	224	LF	\$27.00	\$6,048.00
79	Wheel Stops	46	EA	\$85.00	\$3,910.00
80	Nyloplast 2718 AG Inline Drain	2	EA	\$586.00	\$1,172.00
81	Nyloplast 2830 AG Drain Basin	3	EA	\$1,740.00	\$5,220.00
82	Nyloplast 2730 AG Inline Drain	2	EA	\$1,518.00	\$3,036.00
83	Nyloplast 3099 CGS Grate	4	EA	\$772.00	\$3,088.00
84	Nyloplast 3099 CGC Lid	1	EA	\$906.00	\$906.00
85	Nyloplast 1899 CGS Grate	2	EA	\$479.00	\$958.00
86	Ironsmith 9000FDR-H20-12 Grate Frame and Grate	9	EA	\$533.00	\$4,797.00
87	Roadway lighting	25	EA	\$7,946.00	\$198,650.00
88	Landscape (driveway trees, misc. permanent vegetation, grassing, etc.)	1	LS	\$150,126.00	\$150,126.00
89	Irrigation (Roadway)	1	LS	\$77,205.00	\$77,205.00
90	Park entry signage (including landscaping & electrical service)	1	EA	\$30,792.00	\$30,792.00
91	Green Retaining wall (Fillitrex)	41,000	SFF	\$12.51	\$512,910.00
92	Rock Removal	76,000	CY	\$5.24	\$398,240.00
93	Rock Presplit Wall (Surface Face)	955	SY	\$36.05	\$34,427.75
94	Vehicular Access Gate	1	EA	\$1,107.00	\$1,107.00
95	Underground Primary Conduit (3 runs of conduits)	15,000	LF	\$15.95	\$239,250.00
96	Relocation of Telephone Service	1	LS	\$15,981.00	\$15,981.00
97	Subtotal Site Work / Drainage / Roadway				\$4,907,930.61

Baseball Complex

98	Electrical service	1	LS	\$227,339.00	\$227,339.00
99	Water Meter	1	LS	\$5,327.00	\$5,327.00
100	8" Parking Lot Aggregate Base Course	12,702	SY	\$8.01	\$101,743.02
101	Subgrade prep	12,703	SY	\$0.67	\$8,511.01
102	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	2,096	Ton	\$85.50	\$179,208.00
103	Concrete Curb and Gutter (Type A)	3901	LF	\$11.96	\$46,655.96
104	Ribbon Curb	484	LF	\$9.69	\$4,689.96
105	Composite wheel stops	99	EA	\$85.00	\$8,415.00
106	4" Pavement Marking (Thermoplastic)	7460	LF	\$0.70	\$5,222.00
107	Pavement Symbols (Handicap Symbol - Thermoplastic)	10	EA	\$325.00	\$3,250.00
108	Handicap Access Ramp	51	SY	\$71.03	\$3,622.53
109	Street Sign Installation (handicap, stop sign, etc.)	12	EA	\$224.00	\$2,688.00
110	6" Thick Concrete Flatwork	2158	SY	\$43.20	\$93,225.60
111	4" Thick Concrete Flatwork	4042	SY	\$34.08	\$137,751.36
112	Skinned infield material	619	CY	\$245.93	\$152,230.67
113	250' Field sports lighting	2	EA	\$72,561.00	\$145,122.00
114	300' Field sports lighting	2	EA	\$99,437.00	\$198,874.00
115	Parking lot lighting	13	EA	\$1,622.00	\$21,086.00
116	6' Chain link fence	4128	LF	\$19.95	\$82,353.60
117	8' Chain link fence	678	LF	\$46.32	\$31,404.96
118	24' Chain link fence (backstop)	532	LF	\$185.09	\$98,467.88
119	6' Chain link fence (security fencing)	360	LF	\$19.95	\$7,182.00
120	8' High, 5' wide gate	8	EA	\$1,036.00	\$8,288.00
121	6' High, 12' wide gate	8	EA	\$1,844.00	\$14,752.00
122	6' High, 12' wide gate (security fencing)	2	EA	\$1,845.00	\$3,690.00
123	5 Row bleacher	16	EA	\$4,508.00	\$72,128.00
124	Metal roof dugout	8	EA	\$13,214.00	\$105,712.00
125	Picnic table	8	EA	\$659.00	\$5,272.00
126	Waste receptacle	6	EA	\$440.00	\$2,640.00
127	Pet station	1	EA	\$314.00	\$314.00
128	Team bench	8	EA	\$646.00	\$5,168.00
129	Flagpole	1	EA	\$1,825.00	\$1,825.00
130	Foul pole	8	EA	\$1,172.00	\$9,376.00
131	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$330,215.00	\$330,215.00
132	Sprigged baseball fields	249598	SF	\$1.08	\$269,565.84
133	Irrigation (sports fields, common areas, etc.)	1	LS	\$104,878.00	\$104,878.00
134	Facility rules signage	1	EA	\$852.00	\$852.00
135	Field identification signage	4	EA	\$852.00	\$3,408.00
136	Bullpens	8	LS	\$3,196.00	\$25,568.00
137	Batting Cages	4	LS	\$14,320.00	\$57,280.00
138	Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00
139	Bike Racks	7	EA	\$227.00	\$1,589.00
140	Vehicular Access Gate	2	EA	\$1,079.00	\$2,158.00
141	2 Rail split fence	193	LF	\$7.41	\$1,430.13
142	Subtotal Baseball Complex				\$3,052,557.52

Soccer Complex

143	Electrical service	1	LS	\$265,551.00	\$265,551.00
144	Water Meter	1	LS	\$5,327.00	\$5,327.00

Bidder Name: **CROSSLAND CONSTRUCTION CO. INC.**

Bid 14-66, Addendum 10
02/03/2015

	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
145	8" Parking Lot Aggregate Base Course	5,638	SY	\$8.42	\$47,471.96
146	Subgrade prep	5,639	SY	\$0.65	\$3,665.35
147	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	930	Ton	\$85.50	\$79,515.00
148	Concrete Curb and Gutter (Type A)	3034	LF	\$12.11	\$36,741.74
149	Ribbon Curb	600	LF	\$9.68	\$5,808.00
150	Composite wheel stops	114	EA	\$85.00	\$9,690.00
151	4" Pavement Marking (Thermoplastic)	1968	LF	\$0.70	\$1,377.60
152	Pavement Symbols (Handicap Symbol - Thermoplastic)	10	EA	\$325.00	\$3,250.00
153	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72
154	Street Sign Installation (handicap, stop sign, etc.)	16	EA	\$224.00	\$3,584.00
155	4" Thick Concrete Flatwork	4200	SY	\$33.94	\$142,548.00
156	6" Thick Concrete Flatwork	125	SY	\$43.47	\$5,433.75
157	Practice field sports lighting	6	EA	\$64,858.00	\$389,148.00
158	Parking lot lighting	14	EA	\$1,767.00	\$24,738.00
159	Soccer goals (pair)	6	EA	\$2,790.00	\$16,740.00
160	Backstop netting (210lf each goal)	3360	LF	\$0.95	\$3,192.00
161	Waste receptacle	3	EA	\$719.00	\$2,157.00
162	Pet station	1	EA	\$314.00	\$314.00
163	Team bench	12	EA	\$646.00	\$7,752.00
164	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$264,722.00	\$264,722.00
165	Sprigged baseball fields	415998	SF	\$1.03	\$428,477.94
166	Irrigation (sports fields, common areas, etc.)	1	LS	\$123,405.00	\$123,405.00
167	Facility rules signage	2	EA	\$852.00	\$1,704.00
168	Field identification signage	4	EA	\$852.00	\$3,408.00
169	Small Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00
170	Bike Racks	7	EA	\$227.00	\$1,589.00
171	2 Rail split fence	288	LF	\$7.61	\$2,191.68
172	Subtotal Soccer Complex				\$2,343,285.74

Rental Pavilion Area

173	Electrical service	1	LS	\$16,064.00	\$16,064.00
174	Water Meter	1	LS	\$5,327.00	\$5,327.00
175	8" Parking Lot Aggregate Base Course	1,574	SY	\$11.68	\$18,384.32
176	Subgrade prep	1,575	SY	\$1.18	\$1,858.50
177	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	260	Ton	\$85.50	\$22,230.00
178	Concrete Curb and Gutter (Type A)	1110	LF	\$12.00	\$13,320.00
179	Ribbon Curb	33	LF	\$9.85	\$325.05
180	4" Thick Concrete Flatwork	90	SY	\$35.51	\$3,195.90
181	6" Thick Concrete Flatwork	27	SY	\$43.40	\$1,171.80
182	Composite wheel stops	27	EA	\$85.00	\$2,295.00
183	4" Pavement Marking (Thermoplastic)	820	LF	\$0.70	\$574.00
184	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72
185	Pavement Symbols (Handicap Symbol - Thermoplastic)	6	EA	\$325.00	\$1,950.00
186	Street Sign Installation (handicap, stop sign, etc.)	9	EA	\$224.00	\$2,016.00
187	Parking lot lighting	4	EA	\$5,047.00	\$20,188.00
188	Waste receptacle	3	EA	\$353.00	\$1,059.00
189	Pet station	1	EA	\$314.00	\$314.00
190	Facility rules signage	2	EA	\$852.00	\$1,704.00
191	Landscape (sod open lawn and common areas, parking lot trees, landscape beds)	1	LS	\$10,829.00	\$10,829.00
192	Irrigation (open lawn and common areas)	1	LS	\$42,695.00	\$42,695.00
193	Bike Racks	7	EA	\$227.00	\$1,589.00
194	Subtotal Rental Pavilion Area				\$168,794.29

Water Line

195	Erosion Control	1	LS	\$10,762.00	\$10,762.00
196	Construction Staking	1	LS	\$6,552.00	\$6,552.00
197	Trench Excavation Safety	1	LS	\$3,276.00	\$3,276.00
198	2 1/2" PVC Water Service	1,126	LF	\$12.26	\$13,804.76
199	Single Meter Set	7	EA	\$4,368.00	\$30,576.00
200	8" PVC Water Line	3,099	LF	\$30.69	\$95,108.31
201	16" Open Cut Encasement	60	LF	\$103.21	\$6,192.60
202	Misc. Fittings	5,000	LB	\$9.83	\$49,150.00
203	8" Gate Valve	6	EA	\$1,752.00	\$10,512.00
204	Fire Hydrant Assembly	7	EA	\$4,860.00	\$34,020.00
205	Thrust Blocking Concrete	16	CY	\$273.00	\$4,368.00
206	Full Depth Base Backfill Street Crossings	7	EA	\$655.00	\$4,585.00
207	Undercut and Granular Backfill	542	CY	\$33.00	\$17,886.00
208	Backfill Density Testing	1	LS	\$5,460.00	\$5,460.00
209	Rock Excavation & Blasting	50	CY	\$164.00	\$8,200.00
210	Subtotal of Water Line				\$300,452.67

Bidder Name: CROSSLAND CONSTRUCTION CO. INC.

Bid 14-66, Addendum 10
02/03/2015

	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
Sanitary Sewer					
211	Erosion Control	1	LS	\$8,083.00	\$8,083.00
212	Construction Staking	1	LS	\$3,281.00	\$3,281.00
213	Trench Excavation Safety	1	LS	\$2,735.00	\$2,735.00
214	4" SCH40 Sanitary Sewer Service (includes wye)	1,263	LF	\$19.60	\$24,754.80
215	Sewer Service Cleanout	4	EA	\$356.00	\$1,424.00
216	8" PVC SDR-26 Sanitary Sewer Line	2,065	LF	\$26.52	\$54,763.80
217	16" Steel Encasement by Open Cut	80	LF	\$97.33	\$7,786.40
218	4' ID Manhole, 0'-6' Depth	10	EA	\$2,625.00	\$26,250.00
219	4' ID Manhole Additional Depth, over 6'	12.95	VF	\$148.00	\$1,916.60
220	4' ID Drop Manhole, 0'-6' Depth	1	EA	\$4,266.00	\$4,266.00
221	4' ID Drop Manhole, over 6'	6.67	VF	\$328.00	\$2,187.76
222	On-site Secondary Treatment System	1	LS	\$229,216.00	\$229,216.00
223	Full Depth Base Backfill Street Crossings	2	EA	\$656.00	\$1,312.00
224	Undercut and Granular Backfill	399	CY	\$33.00	\$13,167.00
225	Backfill Density Testing	1	LS	\$3,281.00	\$3,281.00
226	Rock Excavation	50	CY	\$165.00	\$8,250.00
227	Subtotal of Sanitary Sewer				\$392,674.36

228	Base Bid Amount (sum of subtotals)				\$11,165,695.19
229	Mobilization	1	LS		\$0.00

522,667.00

Allowances

230	Playground Area Allowances and all corresponding improvements such as play structures and the foundations, safety zone material, signage, seating, pavement, etc.)				\$100,000.00
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231	Total Bid Amount: The Bidder agrees to install the Base Bid and Allowance items for a total cost of: <i>Eleven Million Two thousand Eight hundred</i> (\$ <u>11,859,285.19</u>) <i>fifty nine thousand</i>			\$11,265,695.19 Dollars	<i>11,859,285.19</i> <i>two hundred eighty five</i> <i>110</i>
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Deductive Alternate Items

232	Deductive Alternate #1: Soccer Netting The Bidder agrees to eliminate all backstop netting on soccer fields from the scope of work for a cost difference of: <i>Three thousand two hundred one</i> (\$ <u>3201</u>) Dollars			\$3,201.00	
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233	Deductive Alternate #2: Baseball Field #4 The Bidder agrees to eliminate the entire 250' baseball field and all corresponding improvements from the scope of work and provide subsequent grading/temporary seeding for a cost difference of: <i>Three hundred thirty thousand four hundred</i> (\$ <u>305,453</u>) Dollars			\$305,453.00	<i>Fifty three</i>
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234	Deductive Alternate #3: Playground The Bidder agrees to delete the playground (including, but not limited to, structures, safety zone material, signage, seating, waste receptacles, and pavement) from the scope of work for a cost difference of: <i>One hundred thousand</i> (\$ <u>100,000</u>) Dollars			\$100,000.00	
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235	New Bid Amount				\$10,857,841.19
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11,450,631.19

Unit Price Alternates

The following Unit price items shall only apply in the event site condition warrant.

236	1. Undercutting Unsuitable Soils. Provide a cost per cubic yard for undercutting & backfilling with suitable engineered fill				
	<i>28 Twenty Eight</i>			Cubic yard.	
237	2. Import of suitable fill. Provide a cost per cubic yard for importing suitable engineered for Roadway Subgrade.				
	<i>20 Twenty</i>			Cubic yard.	<i>\$60/100</i>

CROSSLAND CONSTRUCTION CO. INC.

Bidder Name: _____

Bid 14-66, Addendum 10
02/03/2015

Section 5 – Listing of Subcontractors:

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

Electrical, Sports field, Mechanical, Irrigation, Greenwall, Architectural

See Attached Subcontractor List

Section 6 – Contract Times:

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

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

Section 7 – Communications:

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

Steve Houser
Chief Estimator, Crossland Construction Company, Inc.

PO Box 45, 833 S. East Ave, Columbus, KS 66725

Phone No. 620-429-1414

FAX No. 620-429-1412

Section 8 – SIGNATURE:

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

SUBMITTED on this 6th Date of February, 2015.

Arkansas State Contractor License No. 0019620215.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: _____(SEAL) Crossland Construction Company, Inc.

Date of Incorporation: 11/01/1979

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

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

Name (type or printed): Ivan Crossland Jr.

Title: CEO

(CORPORATE SEAL)

Business address: 833 S. East Ave, PO Box 45
Columbus, KS 66725

Phone No.: 620-429-1414 FAX No.: 620-429-1412

OPTION 4: An LLC

Company Name: _____(SEAL)

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

End of Section 00 41 13

Statement of Disclosure (please submit with Bid)
ATTENTION: Please submit this form with your bid.

DISCLOSURE STATEMENT:

Bidder 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. Your 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:

 X 1.) NO KNOWN RELATIONSHIP EXISTS

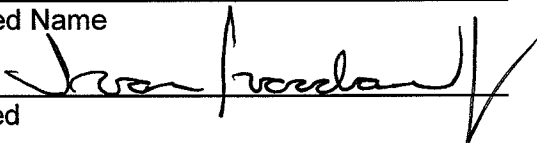
 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID:

- 1.) I, 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
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Ivan Crossland Jr., CEO

Printed Name

Signed 

Certification of Debarment – THIS FORM NEEDS TO BE SUBMITTED WITH EVERY BID
ATTENTION: Please submit this form with your bid.

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.

Debarment:

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.

Your 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: Ivan Crossland Jr.

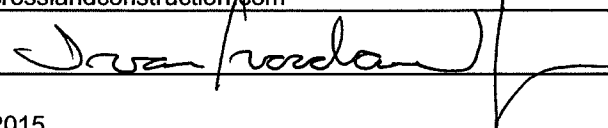
COMPANY: Crossland Construction Company, Inc.

PHYSICAL ADDRESS: 833 S. East Avenue, Columbus, KS 66725

MAILING ADDRESS: PO Box 45, Columbus, KS 66725

PHONE: 620-429-1414 FAX: 620-429-1412

EMAIL: bid@crosslandconstruction.com

SIGNATURE: 

DATE: 02/06/2015

CROSSLAND

CONSTRUCTION COMPANY, INC.

833 S. East Ave • P.O. Box 45

Columbus, KS 66725

tel 620.429.1414

fax 620.429.2125

**Fayetteville Regional Park
Fayetteville, Arkansas
Subcontractor List**

Description of Work	Subcontractor	License Number
Electrical	Blevins	0011500515
Sports Field	Mid America	0125490715
Mechanical	HDI	0007240415
Irrigation	B & A	0225950515
Greenwall	Decco	
Architectural	Crossland	0019620215

VENDOR REFERENCES

Bid #14-66, Construction – Fayetteville Regional Park (Phase One)

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

COMPANY NAME:

Crossland Construction Company, Inc.

BUSINESS ADDRESS:

PO Box 45, 833 S. East Ave, Columbus, KS 66725

NUMBER OF YEARS IN BUSINESS: 35 HOW LONG IN PRESENT LOCATION: 35 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 743 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:

_____ FULL TIME _____ PART TIME

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

1. Hunt Ventures
COMPANY NAME

Rogers, AR
CITY, STATE, ZIP

Tim Graham
CONTACT PERSON

479.841.7332
TELEPHONE

Numerous
DATE COMPLETED

tim@pinnaclehills.com
E-MAIL ADDRESS

2. Pace Industries
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Ken New
CONTACT PERSON

479.422.9288
TELEPHONE

December 2014
DATE COMPLETED

ken.new@paceind.com
E-MAIL ADDRESS

Bid # 14-66, Construction – Fayetteville Regional Park (Phase One)

3. Arvest
COMPANY NAME

Lowell, AR
CITY, STATE, ZIP

Monte Mills
CONTACT PERSON

479.871.2620
TELEPHONE

August 2014
DATE COMPLETED

mmills@arvest.com
E-MAIL ADDRESS

4. Siloam Springs Schools
COMPANY NAME

Siloam Springs, AR
CITY, STATE, ZIP

Jody Wiggins
CONTACT PERSON

479.524.3191
TELEPHONE

December 2015
DATE COMPLETED

jody.wiggins@sssd.k12.ar.us
E-MAIL ADDRESS

End of Section 00 41 18

Bentonville High School Stadium

Bentonville, Arkansas



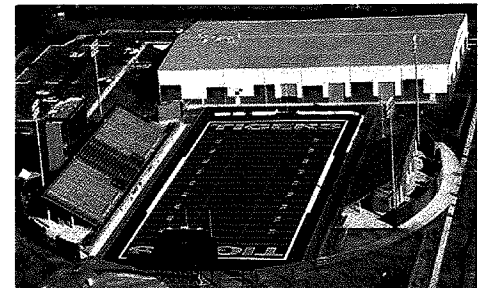
Type:
Athletic/Educational

Size:
67,500 seat facility, 7,900 SF field house with 80-yard practice field

Delivery Method:
General Contractor

Selected by:
Hard bid

Cost:
\$9.6 M



Overview

The new Tiger athletic complex sets the standard for High School football stadiums in the state of Arkansas.

This 67,500 seat facility features a two-story press box with rooms for coaches, fans, administration and media. **The playing surface utilizes ProGreen synthetic turf.** The JumboTron score board shows advertisements, game replays and videos, as well as statistics and scores.

Just west of the stadium is the new field house which holds the Tigers 80-yard practice field and 3,600 square feet of weight and strength training equipment. The field house contains 4,300 square feet of locker rooms, coach's offices and

classrooms with video projection systems. Construction is also complete on the new baseball and softball fields with press boxes and in ground dugout, as well as new track and soccer fields.

Contact Information:

Owner Contact: Bentonville School District
Scott Passmore, Director of Facilities
Tel 479-366-3384

Architect Contact: Hight-Jackson Associates
Larry Perkin
Tel 479-464-4965

Pittsburg State University Track/Field

Pittsburg, Kansas



Type:
Sporting Facility

Size:
80,000 SF

Schedule:
June 2012-August 2012

Contract:
\$629,849



Overview

After winning the Division II National Championship in 2011, Pittsburg State University decided it was time to update its field, with hopes of hosting the Championship game in future seasons. With worn turf and goal posts, the field needed an upgrade, and Pitt State chose Crossland Construction, to take on this negotiated Design/Build project.

Pitt State decided to not only replace multiple aspects of their stadium, but also to upgrade them. Along with new turf, a new design was incorporated into the end zones turf, and new goal posts were put into place. The track and long jump areas were upgraded to avoid tripping hazards, along with new track curbing. Steeple chase pit covers were also added to the track area. Electrical and data lines along the field area were also improved during the

project.

Crossland and Pittsburg State University have been teaming up for years to present quality facilities to the students and public. Crossland built the original \$9M skybox/stadium additions as well as the new Jumbotron screen and scoreboard.

This season, PSU will be introducing not only an improved football stadium, but also an upgraded gymnasium for athletes and fans to enjoy for years to come, which Crossland was chosen for that project as well.

Contact Information:

Owner Contact: Pittsburg State University
Paul Stewart
1701 S. Broadway
Pittsburg, KS 66762
620-235-4130

Missouri Southern State University Baseball

Joplin, Missouri

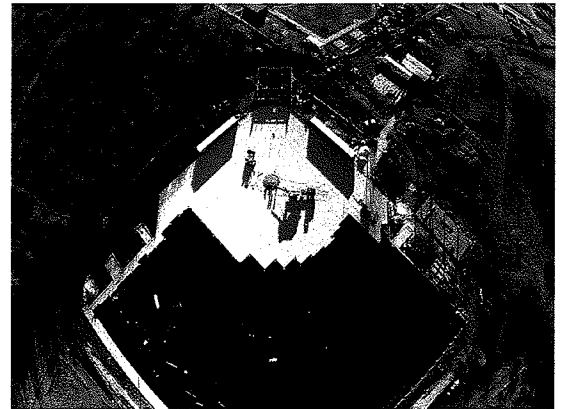


Type:
**Division II
Baseball/Athletic
Facility**

New Construction
Baseball Stadium along
with parking.

Overview

Construction is nearly complete on the new Missouri Southern State University Baseball Complex. This State of the Art Division II park includes stadium seating, concession areas, all synthetic turf field, professional lighting, along with batting cages as well as parking areas. The inaugural game for the new park will be held on Saturday, February 14, 2015.



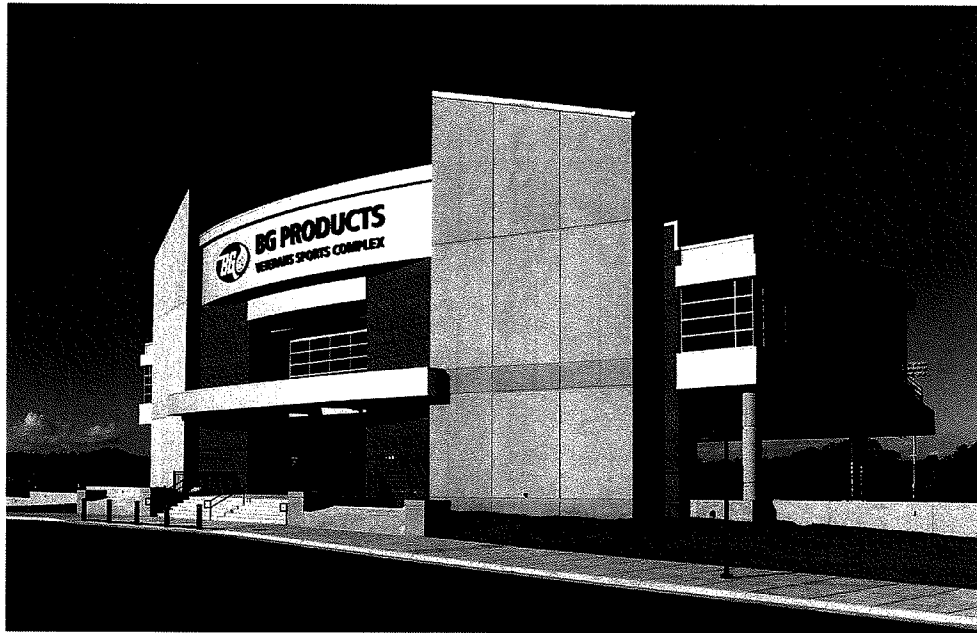
Owner:
Mr. Robert Harrington, Physical Plant Director
Missouri Southern State University
3950 East Newman Road
Joplin, MO 64801
417-625-3191

Architect:
Mr. Chad Greer, AIA
Corner Greer and Associates
716 S. Main Street
Joplin, Missouri 64801
417-206-3134



El Dorado Sports Complex

El Dorado, Kansas



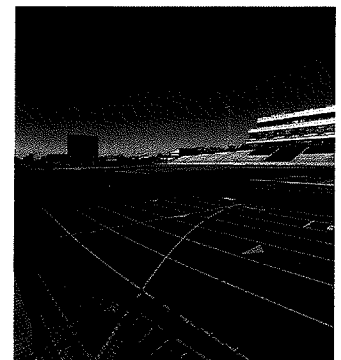
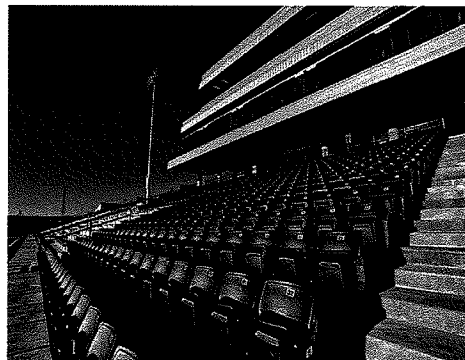
Type:
Athletic Complex

Size:
**4,500 seat, two level
elevated press box,
sky box structure**

Schedule:
**14 Months, Finished 2
Months Early**

Delivery Method:
**Construction
Management**

Contract:
\$10,551,068



Overview

Crossland was awarded the work of this \$11 Million sports complex in El Dorado, Kansas, a much-needed update for the city, and other possibilities are now being seen for community growth that all accompany the project of this scope.

This \$10.5 Million project is precast/structural steel where Crossland self-performed all of the building and site concrete, as well as the structural steel erection.

The stadium consists of site civil, architectural, structural, mechanical, plumbing, electrical, and other accessory scope. The facility is expected to seat 4,500 fans, with a two level elevated press box/sky box structure; all equipped with restrooms, concession, field and track events, and an artificial turf football field.

This project is part of a much larger economic development effort that will give way to a site for not only hosting regional athletic events, but also concerts, other entertainment events, and to provide space for commercial development.

The owners of this project wanted to provide the athletes with a new facility to replace the previous aged complex. They wanted to provide the local community, school system, and college with a new facility that would meet today's standards, creating a one-of-a-kind gathering space for the City of El Dorado.

The project has been supported by a number of donations and is a combined effort between the City of El Dorado, the El Dorado Public School System, and the Butler County Community College.

Owner Contact:

Butler County
Educational Facilities Authority
Ray Connell
316-321-4300

Architect Contact:

PKHLS Architects
Vince Haines, AIA
haines@pkhls-architecture.com



Type:
Educational, Sporting

Size:
10,000SF

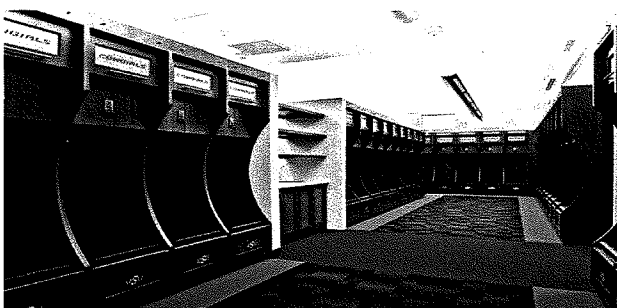
Delivery Method:
Construction Management

Cost:
\$6.8 M

Overview

Crossland had the privilege of delivering this impressive track and field project to the OSU Cowboys recently, and is proud of the finished result. Special care was taken to construct the track according to the International Association of Athletics Federation (IAAF), NCAA and National Federation of State High School Association's standards. The track surface, Beynon 'BSS 2000', is of Olympic arena quality and one of the finest in the region. Crossland installed a premier track drainage system inside the radius of the track, and an impressive irrigation system to nourish the natural grass surfaces on the project. The track features nine running lanes, a steeple chase pit, four dual-direction pole vault runways, four dual-direction long jump runways, four shot put circles, one discus cage, a javelin runway and a large high jump area. North of the track is a separate hammer throw area along with two shot put circles and practice throwing nets for discus athletes. The track will accommodate spectators well with grass berms on the east and west sides of the track and concrete sidewalks.

The main locker room building contains men's and women's locker rooms, as well as a training room, a large meeting room and offices. Both locker rooms will be furnished with custom built wood and perforated metal lockers, with striking design elements including curved ceilings with LED strip lighting and curved entrance walls. The training room features an advanced aquatic therapy suite equipped with thermal and polar tubs to facilitate athlete rehabilitation and post-competition cool downs. The meeting room will have similar architectural ceiling designs, with a custom built interior drop soffit framing an OSU 3-D logo. OSU pride will be clearly displayed in the design with the school's colors incorporated throughout the facility. The management pavilion includes an office, restrooms and a large storage room where the track equipment will be stored.



Contact Information:

Owner Contact: Oklahoma State University
Mike Buchert
533 Scott Hall
Stillwater, Oklahoma 74078
mike.buchert@okstate.edu

Architect Contact: Studio Architecture
Josh Hill
1112 North Walker
Oklahoma City, Oklahoma 73103



Type:
**Education,
Sporting**

Delivery Method:
**Construction
Management**

Cost:
\$ 6.6 M

Structure Type:
**Pre-Cast
New Turf**

Overview

This \$6.6 Million Dollar event center was a collaborative project built for use by both NEO College and Miami High School's Football teams. The project was constructed in two phases. The first phase of the project included the removal of the old grass playing field followed by the earthwork necessary to raise the elevation approximately 2,' preparing it for synthetic, competition grade turf. A drainage system was also put into place during the first phase along with new goal posts and field lighting. Not part of the original project, but later added to CCC's scope was a new scoreboard featuring a large LED video display board.

The second phase of the project included the construction of a new high school locker room, training area, concessions, public restrooms,

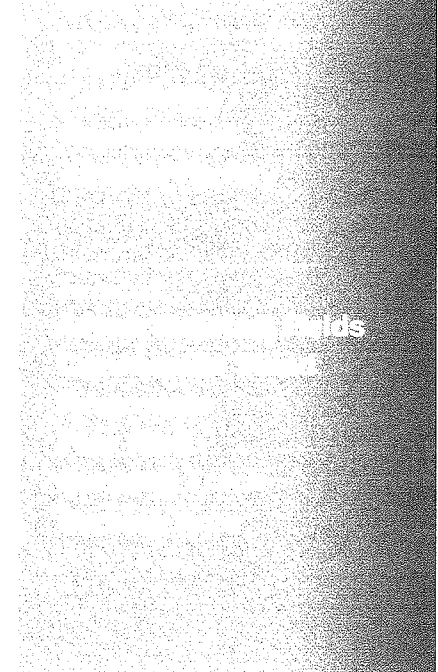
press box structure, 6 private suites and one presidential suite that feature vinyl backed stadium seats, solid surface bars, and multiple televisions. A 2500 seat bleacher system with 100% back rest for added comfort and fully welded treads. Wrought iron fencing surrounds the facility along with a large arched ticket booth structure at the main entrance. The building's feature blended brick and EIFS exteriors to match campus standards.

Crossland Construction is honored to have been able to serve as Construction Manager on this project as well as self-perform various aspects of the job including earthwork and site concrete. Harsh winter and unique space challenges during the project design created an extremely challenging schedule. During summer months crews worked overtime six to seven days a week to maintain schedule and finished the project on schedule and under budget.



Waxahachie Sports Complex

Waxahachie, Texas



Overview

Crossland Construction was pleased to build the second phase of the new Waxahachie Sports Complex. This project included the addition of four new baseball fields, with the pony field having a 300 foot center field, two bronco fields with 250 foot center fields, and a mustang field with a 225 foot center field.

The concrete plaza includes a new concession stand and restrooms. A 100 space asphalt parking area was also added, with the existing parking area being resurfaced. A six lane running track now goes around the football field. A hike and bike trail surrounds the perimeter of the facility. A large play area completes the project.

Additional restrooms facilities are on the South side of the complex. Landscaping of the complex was also included.



WO Barnes Stadium

River Oaks, Texas

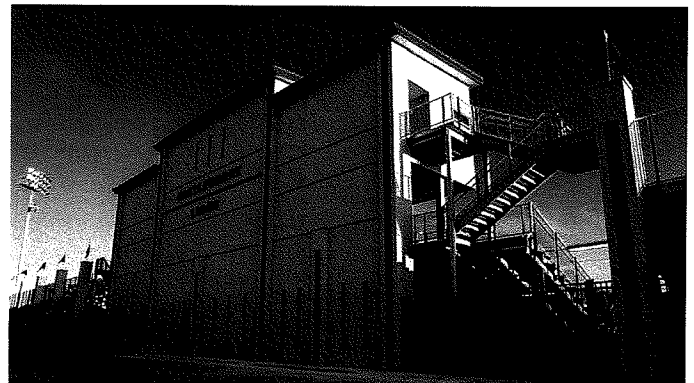
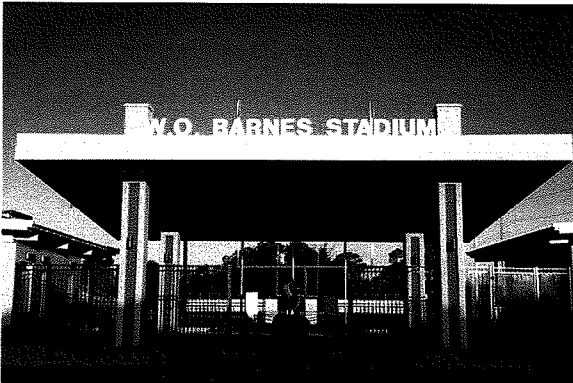


Type:
Sporting

Size:
11,500 SF

Delivery Method:
Hard Bid

Cost:
\$3.3 M



Overview

W.O Barnes Stadium is a fine new addition for Castleberry ISD's athletic department. The project started with the complete demolition of the existing stadium. It included new construction of a press box, concessions and bathrooms. **A complete rework of the football field and installation of a new turf field was also completed** along with new parking lots, fences and scoreboard that really complete the new and much improved stadium. Other unique features include a custom made lion statue created by a local artist and an extensive irrigation system.

Contact Information:

Owner Contact: Castleberry ISD
Gary Jones
315 Churchill Road
Fort Worth TX 76114

Architect Contact: WRA Architects
Derrick York
12377 Merit Drive
Dallas, TX 75251



Green Forest Athletic Complex

Green Forest, Arkansas

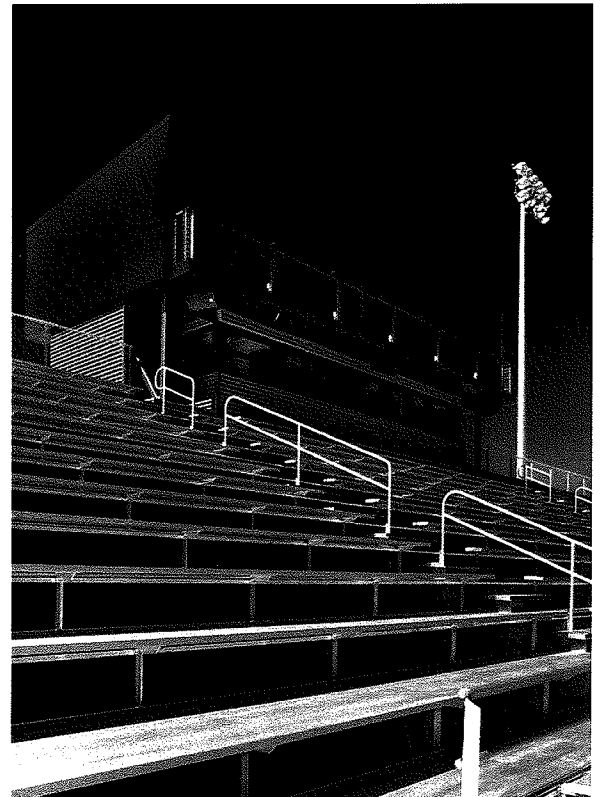
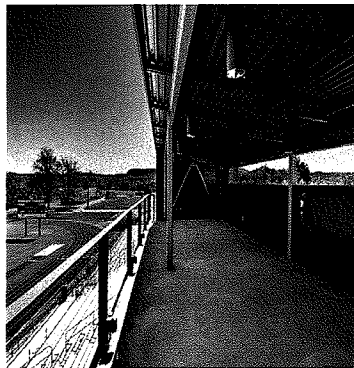
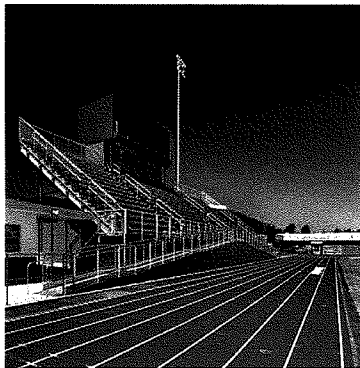


Type:
Athletic

Size:
3,205 SF

Delivery Method:
**Construction
Management**

Cost:
\$1.6 M



Overview

The new football stadium in Green Forest, Arkansas was completed just before their first season game on September 2, 2011. The new stadium introduces a new set of bleachers that will seat approximately 1,000 fans, new concession buildings and restrooms and a press box with a camera platform that sits above.

Re-grading of the existing field provided an adequate crown for drainage, new stadium lights, and a new eight-lane track. Because of the new track that is now in place at Green Forest, the school will be able to hold its first official track meet in many years.

Contact Information:

Owner Contact:

Green Forest Public Schools
400 East 10th Street, Green Forest, AR 72638
870-438-5201

Architect Contact:

Modus Studio
112 W. Center St. Suite 500, Fayetteville, AR 72701
479-555-5577

Pittsburg State University Projects

Pittsburg, Kansas

PSU Contact:

Mr. Paul Stewart
105 Whitesitt Hall, PSU
Pittsburg, KS 66762
620.235.4130
pstewart@pittstate.edu



National Guard Armory/ Student Recreation Center

\$14.6 Million
Construction Manager-at-Risk



National Guard Armory/
Student Recreation Center

Student Center
Addition/Renovation

Stadium and Sky Boxes

Veterans Memorial Wall

Bicknell Family Center for the
Arts

Porter Hall
Addition/Renovation

Bowen Hall Student Housing
Renovation

Trout Hall Student Housing
Renovation

Kansas Technology Center

President's House

Polymer Research Center

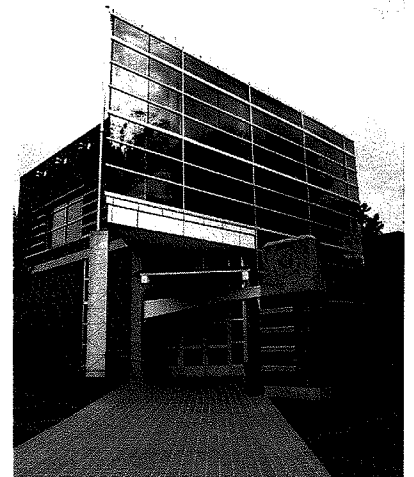
Gorilla Crossing Student
Center Addition/Renovation

Student Center/Addition Renovation

\$2.4 Million

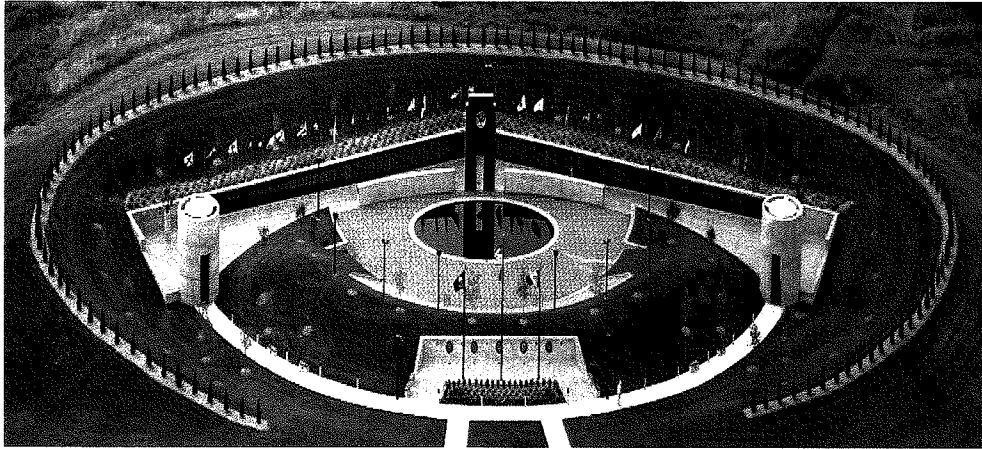


Stadium and Sky Boxes \$5.7 Million Construction Manager



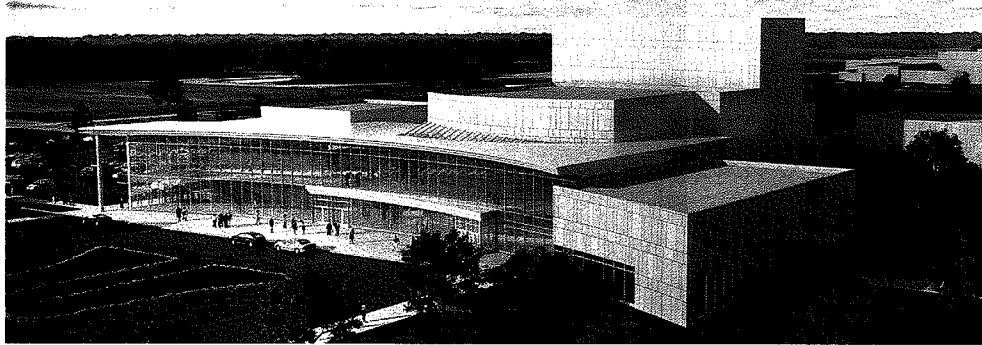
Pittsburg State University Projects

Pittsburg, Kansas



Veterans Memorial Wall

\$1.2 Million
Construction Manager-
at-Risk



Bicknell Family Center for the Arts

\$30 Million
General Contractor

Porter Hall Addition / Renovation

\$1.8 Million Construction Manager



Bowen Hall Student Housing Renovation

\$941,000 Construction Manager



Trout Hall Student Housing Renovation

\$835,000 Construction Manager

Pittsburg State University Projects

Pittsburg, Kansas



Kansas Technology Center

\$24.3 Million
General Contractor

President's House

\$1.5 Million
Negotiated

Polymer Research Center

\$5.7 Million Construction Manager



Gorilla Crossing Student Center Addition / Renovation

\$1.4 Million



Type:
Maintenance Facility

Size:
40,000 SF

Delivery Method:
Hard Bid

Cost:
\$7.4M

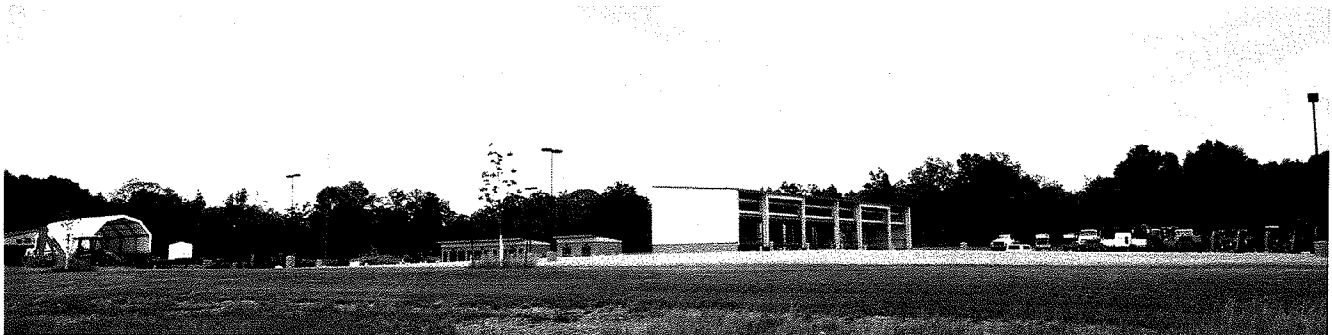
Structure Type:
**Metal Building, Masonry,
Structural Steel**

Overview

In 2011, Crossland Construction was awarded Phase III of this 3-phase project for the Arkansas Highway Department located in Barling, Arkansas. This will mark the first time that District 4 district-wide crews are all located at the District Headquarters.

With a total project cost of \$7.4 Million, this project consisted of a multi-crew administration building, a body and paint shop, spread rack, landscaping and site paving. Crossland crews self-performed a large portion of this project, including the concrete, steel, rough and finish carpentry.

Crossland has also had the privilege of working with the Arkansas Highway Department on the Hwy 412, 4-lane divided road between Hindsville and Huntsville Bypass in Madison County. We are proud of the privileges we've had to work this owner and look forward to more business partnerships in the future.



Contact Information:

Owner Contact: Arkansas Highway Transportation Dept.
Ray Gruver
PO Box 2261, Little Rock, AR 72203
501-569-2090

Architect Contact: SAIC Benham
Joseph Rogers
201 Presidential Drive, Lowell, AR 72745
479-770-5800

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Benson A. CASHION, Matthew K. CASHION, JR., William H. GRIFFIN, Judy SCHOGGEN, Cynthia L. TRICKEY, Pamela K. HAYS, Nick W. PETERS and James R. RAMSAY**, all of Little Rock, Arkansas, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of November, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

**State of Maryland
City of Baltimore**

On this 16th day of November, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of February, 20 15.



Geoffrey Delisio

Geoffrey Delisio, Vice President

**AGREEMENT
BETWEEN CITY OF FAYETTEVILLE AND CROSSLAND CONSTRUCTION
COMPANY, INC.**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Crossland Construction Company, Inc.(herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

This project includes all work shown within the drawings/manual encompassing, but not limited to, the following items – site clearing, erosion control, earthwork, utilities, storm drainage, asphalt paving, concrete curbs, sidewalks, pavement markings, concession structures, site amenities and furnishings, signage, fencing, sports facilities, plant material, irrigation, and any items necessary to complete the project as shown in the CDs. Items noted on the plans as “Not in Contract” shall not be included in this phase of the project.

Article 2. PROJECT MANAGER.

This Project has been designed by Lose & Associates, Inc. under the supervision of:

City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

and will hereinafter be called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Fayetteville Regional Park (Phase One) shall meet an intermediate deadline to ensure proper turf establishment for recreational field usage. This deadline shall be **August 10, 2015** for all soccer fields and **June 9, 2016** for all baseball fields and shall include the following items:

- All water lines and electrical service necessary for irrigation operability
- All irrigation systems necessary for soccer and baseball field installation
- All springing necessary for soccer and baseball field installation

3.2. The Work for Construction of Fayetteville Regional Park (Phase One) shall be substantially complete within **492 consecutive calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General

Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within **522 consecutive calendar days** after the date when the Contract Time commences to run.

3.3. Liquidated Damages. CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE one-thousand dollars (\$1000.00) for each day that expires after the time specified in paragraph 3.2 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE one-thousand dollars (\$1000.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

See attached bid form, dated February 6, 2015 and revised February 19, 2015

See attached change order Number 1, dated February 19, 2015

See attached bid tab, dated February 6, 2015

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay

the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

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

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the

Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.
- 7.8. Addenda numbers 1-10, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets as enumerated in the drawing index with each sheet bearing the following general title: Construction Documents- Construction Regional Park Phase One.
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.10.1. Notice to Proceed
 - 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. Freedom of Information Act. City contract 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, 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.

8.7. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2015 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

CROSSLAND CONSTRUCTION
COMPANY, INC.:

By: _____
Mayor

[CORPORATE SEAL]

By: Curt Crossland
Curt Crossland
Executive Vice President
[CORPORATE SEAL]

Attest _____

*Attest Martine Brown
Asst. Secretary

* If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

(If CITY OF FAYETTEVILLE is a public body, attach License No. _____
evidence of authority to sign and resolution or other documents Agent for service of
process: authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Construction Company, Inc. held on the 17th day of January, 2014, the Board of Directors did, by unanimous decision, authorize Ivan Crossland Jr., or Bennie Crossland, or Curt Crossland, or Mike Crossland or Patrick Crossland to sign on behalf of said Corporation all Bonding documents for Crossland Construction Company, Inc.

All documents signed by Ivan Crossland Jr, or Bennie Crossland or Curt Crossland shall be legally binding upon Crossland Construction Co., Inc. and their successors and assigns.

Bennie Crossland
Bennie Crossland, President

ATTEST: Marta Brown
Marta Brown, Asst. Secretary

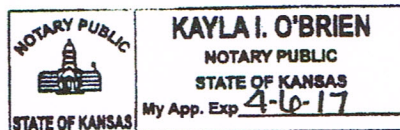
State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Bennie Crossland, President of Crossland Construction Company, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

It witness thereof I have set my hand and affixed my seal this 23rd day of July, 2014.

Kayla I. O'Brien
Notary Public

My Commission Expires: 4-6-2017





AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Fayetteville Regional Park, Phase 1 Judge Cummings Road Fayetteville, Arkansas	CHANGE ORDER NUMBER: 001 DATE: 2/19/2015	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Crossland Construction Company, Inc. PO Box 45 Columbus, KS 66725	ARCHITECT'S PROJECT NUMBER: 13144 CONTRACT DATE: TBD CONTRACT FOR: General Construction of Phase 1 of Fayetteville Regional Park	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See Attachment A for value engineered items that are to become a part of this contract.

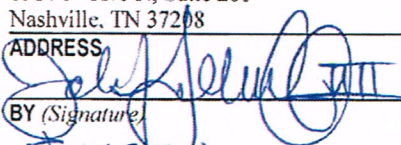
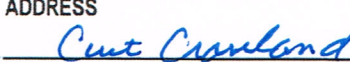
The original Contract Sum was	\$ 11,788,362.19
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 11,788,362.19
The Contract Sum will be decreased by this Change Order in the amount of	\$ 2,358,997.27
The new Contract Sum including this Change Order will be	\$ 9,429,364.92

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 492 calendar days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lose & Associates, Inc. ARCHITECT (Firm name) 1314 5 th Ave N, Suite 200 Nashville, TN 37208 ADDRESS  BY (Signature) JOHN SEXTON (Typed name) 2/19/2015 DATE	Crossland Construction Company, Inc. CONTRACTOR (Firm name) PO Box 45 Columbus, KS 66725 ADDRESS  BY (Signature) CURT CROSSLAND (Typed name) 2/19/2015 DATE	City of Fayetteville OWNER (Firm name) 113 West Mountain Street Fayetteville, AK 72701 ADDRESS BY (Signature) (Typed name) DATE
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Bid 14-66, Construction-Fayetteville Regional Park (Phase 1)**Value Engineering Changes Accepted as Change Order No. 1**

Item	Description	Qty.	Unit	Unit Price	Savings
1	Reduce 8' sidewalks along parking lots and in the soccer complex to 6' (sidewalks along road to remain 8')	1	ls	\$ 11,727.00	\$ 11,727.00
2	Eliminate two batting cages	2	each	14,320.00	\$ 28,640.00
3	Eliminate Erosion Control matting	1	ls	\$ 5,714.00	\$ 5,714.00
4	Change thermoplastic striping to paint (all areas)	1	ls	\$ 15,300.00	\$ 15,300.00
5	Eliminate sports lighting from soccer complex with exception of conduit. Install all empty conduit and junction boxes on as shown on plans	1	ls	\$ 410,000.00	\$ 410,000.00
6	Construct turn down edge sidewalk to replace curb and gutter at baseball complex	1	ls	\$ 10,011.00	\$ 10,011.00
7	Reduce parking lot base stone to 6"	1	ls	\$ 35,396.00	\$ 35,396.00
8	Eliminate all elements at the Rental Pavilion Area except the electrical service for the septic system	1	ls	\$ 152,730.00	\$ 152,730.00
9	Eliminate grading and associated storm drainage for Rental Pavilion Area	1	ls	\$ 98,984.00	\$ 98,984.00
10	Change all storm pipe in parking lots to HDPE	1	ls	\$ 6,350.00	\$ 6,350.00
11	Eliminate landscaping around large detention pond	1	ls	\$ 9,910.00	\$ 9,910.00
12	Change all rain gardens to sod eliminate stone and plantings.	1	ls	\$ 188,860.00	\$ 188,860.00
13	Eliminate epoxy flooring in both buildings	1	ls	\$ 25,510.00	\$ 25,510.00
14	Change surface course on road to Superpave 64-22*	1	ls	\$ 10,718.00	\$ 10,718.00
15	Change parking lot surface to Type 3 mix and all parking lots*	1	ls	\$ 27,234.00	\$ 27,234.00
16	Remove 1,500 l.f. curb and gutter and 6 inlets, 1,200 l.f. 18" pipe from north cul de sac to baseball fields	1	ls	\$ 78,700.00	\$ 78,700.00
17	Shorten entry sign length	1	ls	\$ 10,000.00	\$ 10,000.00
18	Remove curb, gutter, storm drain and downsize road to 20' from entry to round-a-bout	1	ls	\$ 162,713.00	\$ 162,713.00
19	Reduce cost of infield sand and clay mix	1	ls	\$ 46,292.00	\$ 46,292.00
20	Eliminate Baseball Field #4	1	ls	\$ 305,453.00	\$ 305,453.00
21	Eliminate playground	1	ls	\$ 100,000.00	\$ 100,000.00
22	Eliminate picnic tables	8	ea	\$ 659.00	\$ 5,272.00
23	Eliminate flagpoles	1	ea	\$ 1,172.00	\$ 1,172.00

24	Eliminate roadway irrigation	1	ls	\$ 77,205.00	\$ 77,205.00
25	Reduce sand from ballfield soil mix from 4" to 2"	1	ls	\$ 85,000.00	\$ 85,000.00
26	Reduce water line installation	1	ls	\$ 286,647.91	\$ 286,647.91
27	Reduce sanitary sewer system installation	1	ls	\$ 163,458.36	\$ 163,458.36
	Total Change Order No.1 Savings				\$ 2,358,997.27

Fayetteville Regional Park Road Cost - Fayetteville Arkansas									
Crossland Numbers Cost Breakout									
ITEM		QTY.	UNIT	UNIT COST	OVERALL PROJECTSUBTOTAL		Roadway Qty.	Unit Cost	Roadway Cost
Site Work / Drainage / Roadway									
1	Layout survey	63	AC	\$3,890.00	\$245,070.00		5	\$3,890.00	\$19,450.00
2	Mass grading	213,463	CY	\$3.70	\$789,813.10		15833	\$3.70	\$58,582.10
3	Stripping topsoil	50,479	CY	\$3.60	\$181,724.40		4573	\$3.60	\$16,462.80
4	Replacing topsoil	40,125	CY	\$4.30	\$172,537.50		-	\$4.30	-
5	Clearing and Grubbing-Heavily Wooded	15	AC	\$7.00	\$105.00		-	\$7.00	-
6	Clearing and Grubbing-Lightly Wooded	5	AC	\$3,128.00	\$15,640.00		2	\$3,128.00	\$6,256.00
7	Erosion Control	1	LS	\$215,229.00	\$215,229.00		36,000	\$1.00	\$36,000.00
8	Subgrade Preparation	17,845	SY	\$0.66	\$11,777.70		17,845	\$0.66	\$11,777.70
9	18" R. C. Pipe	744	LF	\$42.30	\$31,471.20		245	\$42.30	\$10,363.50
10	24" R. C. Pipe	321	LF	\$47.70	\$15,311.70		279	\$47.70	\$13,308.30
11	30" R. C. Pipe	52	LF	\$58.90	\$3,062.80		-	\$58.90	-
12	36" R. C. Pipe	12	LF	\$83.60	\$1,003.20		12	\$83.60	\$1,003.20
13	36" R. C. Ell. Pipe	27	EA	\$110.70	\$2,988.90		27	\$110.70	\$2,988.90
14	18" R. C. Pipe (Under Pavement)	1,259	LF	\$63.40	\$79,820.60		773	\$63.40	\$49,008.20
15	24" R. C. Pipe (Under Pavement)	328	LF	\$73.20	\$24,009.60		63	\$73.20	\$4,611.60
16	30" R. C. Pipe (Under Pavement)	130	LF	\$94.90	\$12,337.00		-	\$94.90	-
17	36" R. C. Pipe (Under Pavement)	99	LF	\$114.50	\$11,335.50		12	\$114.50	\$1,374.00
18	42" R. C. Pipe (Under Pavement)	78	LF	\$124.40	\$9,703.20		-	\$124.40	-
19	18" R. C. Ell. Pipe (Under Pavement)	59	LF	\$208.00	\$12,272.00		59	\$208.00	\$12,272.00
20	30" R. C. Ell. Pipe (Under Pavement)	92	LF	\$112.00	\$10,304.00		92	\$112.00	\$10,304.00
21	18" R. C. FES	4	EA	\$1,367.00	\$5,468.00		-	\$1,367.00	-
22	24" R. C. FES	1	EA	\$1,477.00	\$1,477.00		-	\$1,477.00	-
23	30" R. C. FES	4	EA	\$1,586.00	\$6,344.00		-	\$1,586.00	-
24	36" R. C. FES	1	EA	\$2,160.00	\$2,160.00		1	\$2,160.00	\$2,160.00
25	42" R. C. FES	6	EA	\$2,734.00	\$16,404.00		-	\$2,734.00	-
26	36" Ell. R. C. FES	1	EA	\$2,816.00	\$2,816.00		1	\$2,816.00	\$2,816.00
27	12" C.M. FES	3	EA	\$300.00	\$900.00		-	\$300.00	-
28	18" C.M. FES	11	EA	\$328.00	\$3,608.00		8	\$328.00	\$2,624.00
29	24" C.M. FES	10	EA	\$425.00	\$4,250.00		3	\$425.00	\$1,275.00
30	30" C.M. FES	5	EA	\$711.00	\$3,555.00		-	\$711.00	-
31	36" C.M. FES	2	EA	\$854.00	\$1,708.00		-	\$854.00	-
32	48" C.M. FES	1	EA	\$1,521.00	\$1,521.00		-	\$1,521.00	-
33	4' Curb Inlets	34	EA	\$3,117.00	\$105,978.00		30	\$3,117.00	\$93,510.00
34	5' Curb Inlets	10	EA	\$3,418.00	\$34,180.00		7	\$3,418.00	\$23,926.00
35	6' Curb Inlets	4	EA	\$3,746.00	\$14,984.00		4	\$3,746.00	\$14,984.00
36	4' Grate Inlet	5	EA	\$3,554.00	\$17,770.00		-	\$3,554.00	-
37	4' Junction Boxes	3	EA	\$2,461.00	\$7,383.00		-	\$2,461.00	-
38	5' Junction Boxes	8	EA	\$2,898.00	\$23,184.00		1	\$2,898.00	\$2,898.00
39	6' Junction Boxes	2	EA	\$3,554.00	\$7,108.00		1	\$3,554.00	\$3,554.00
40	4' Curb Inlet Extension	32	EA	\$1,203.00	\$38,496.00		27	\$1,203.00	\$32,481.00
41	8' Curb Inlet Extension	1	EA	\$1,695.00	\$1,695.00		1	\$1,695.00	\$1,695.00
42	Rip Rap	4,500	SY	\$17.00	\$76,500.00		300	\$17.00	\$5,100.00
43	6" Roadway Aggregate Base Course	17,845	SY	\$6.08	\$108,497.60		17,845	\$6.08	\$108,497.60
44	Asphalt Concrete Hot Mix Binder Course (PG 64-22)	2,474	Ton	\$72.75	\$179,983.50		2,474	\$72.75	\$179,983.50
45	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	1,649	Ton	\$85.50	\$140,989.50		1,649	\$85.50	\$140,989.50
46	Concrete Curb and Gutter (Type A)	9,228	LF	\$11.94	\$110,182.32		9,228	\$11.94	\$110,182.32
47	Concrete Curb and Gutter (Type B-1)	305	LF	\$12.05	\$3,675.25		305	\$12.05	\$3,675.25
48	Concrete Curb and Gutter (Level Spreader)	177	LF	\$24.68	\$4,368.36		-	\$24.68	-
49	4" Thick Concrete Sidewalk	2,985	SY	\$34.26	\$102,266.10		2,985	\$34.26	\$102,266.10
50	6" Thick Concrete Sidewalk	141	SY	\$43.45	\$6,126.45		141	\$43.45	\$6,126.45
51	Concrete Driveway Aprons (Commercial)	288	SY	\$59.19	\$17,046.72		288	\$59.19	\$17,046.72
52	Concrete Driveway Aprons (Residential)	35	SY	\$54.79	\$1,917.65		35	\$54.79	\$1,917.65
53	Concrete Driveway Aprons for Roundabout	290	SY	\$48.49	\$14,062.10		290	\$48.49	\$14,062.10
54	Concrete Driveway (Residential)	95	SY	\$43.74	\$4,155.30		95	\$43.74	\$4,155.30
55	Concrete Driveway (Commercial)	89	SY	\$46.69	\$4,155.41		89	\$46.69	\$4,155.41
56	Aggregate Base Course Driveway	150	SY	\$12.61	\$1,891.50		150	\$12.61	\$1,891.50
57	4" Pavement Marking (Thermoplastic)	13,860	LF	\$0.70	\$9,702.00		13,860	\$0.70	\$9,702.00
58	12" Pavement Marking (Thermoplastic)	120	LF	\$11.03	\$1,323.60		120	\$11.03	\$1,323.60
59	Pavement Symbols (ONLY - Thermoplastic)	2	EA	\$490.00	\$980.00		2	\$490.00	\$980.00
60	Pavement Symbols (Arrows - Thermoplastic)	16	EA	\$130.00	\$2,080.00		16	\$130.00	\$2,080.00
61	Pavement Symbols (Bicycle - Thermoplastic)	10	EA	\$294.00	\$2,940.00		10	\$294.00	\$2,940.00
62	Pavement Symbols (Yield Triangles - Thermoplastic)	6	EA	\$80.00	\$480.00		6	\$80.00	\$480.00
63	Pavement Symbols (Advanced Warning - Thermoplastic)	4	EA	\$554.00	\$2,216.00		4	\$554.00	\$2,216.00
64	Pavement Symbols (Handicap Symbol - Thermoplastic)	8	EA	\$325.00	\$2,600.00		8	\$325.00	\$2,600.00
65	Pavement Symbols (Shared Lane Symbol - Thermoplastic)	21	EA	\$396.00	\$8,316.00		21	\$396.00	\$8,316.00
66	Street Sign Installation	82	EA	\$224.00	\$18,368.00		82	\$224.00	\$18,368.00
67	Traffic Control and Maintenance	1	LS	\$5,335.00	\$5,335.00		1	\$5,335.00	\$5,335.00
68	Cast-in-Place Detectable Warning Panel	80	SF	\$35.96	\$2,876.80		80	\$35.96	\$2,876.80
69	Handicap Access Ramp	90	SY	\$60.37	\$5,433.30		90	\$60.37	\$5,433.30
70	Raised Crosswalk	2	EA	\$4,741.00	\$9,482.00		2	\$4,741.00	\$9,482.00
71	12" H.D.P.E. Pipe	653	LF	\$27.00	\$17,631.00		-	\$27.00	-
72	18" H.D.P.E. Pipe	1,396	LF	\$35.00	\$48,860.00		423	\$35.00	\$14,805.00
73	24" H.D.P.E. Pipe	1,152	LF	\$40.00	\$46,080.00		346	\$40.00	\$13,840.00
74	30" H.D.P.E. Pipe	434	LF	\$55.00	\$23,870.00			\$55.00	-
75	36" H.D.P.E. Pipe	693	LF	\$60.00	\$41,580.00		647	\$60.00	\$38,820.00
76	42" H.D.P.E. Pipe	508	LF	\$82.00	\$41,656.00		-	\$82.00	-
77	48" H.D.P.E. Pipe	58	LF	\$103.00	\$5,974.00		-	\$103.00	-
78	4" Non-Metallic Conduit (4 at 56 LF each)	224	LF	\$27.00	\$6,048.00		224	\$27.00	\$6,048.00
79	Wheel Stops	46	EA	\$85.00	\$3,910.00		-	\$85.00	-
80	Nyloplast 2718 AG Inline Drain	2	EA	\$586.00	\$1,172.00		-	\$586.00	-
81	Nyloplast 2830 AG Drain Basin	3	EA	\$1,740.00	\$5,220.00		-	\$1,740.00	-
82	Nyloplast 2730 AG Inline Drain	2	EA	\$1,518.00	\$3,036.00		1	\$1,518.00	\$1,518.00
83	Nyloplast 3099 CGS Grate	4	EA	\$772.00	\$3,088.00		1	\$772.00	\$772.00
84	Nyloplast 3099 CGC Lid	1	EA	\$906.00	\$906.00		-	\$906.00	-
85	Nyloplast 1899 CGS Grate	2	EA	\$479.00	\$958.00		-	\$479.00	-
86	Ironsmith 9000FDR-H20-12 Grate Frame and Grate	9	EA	\$533.00	\$4,797.00		-	\$533.00	-
87	Roadway lighting	25	EA	\$7,946.00	\$198,650.00		25	\$7,946.00	\$198,650.00
88	Landscape (driveway trees, misc. permanent vegetation, grassing, etc.) (Roadway)	1	LS	\$150,126.00	\$150,126.00		1	\$150,126.00	\$150,126.00
89	Irrigation (Roadway)	1	LS	\$0.00	\$0.00		1	\$0.00	\$0.00
90	Park entry signage (including landscaping & electrical service)	1	EA	\$20,792.00	\$20,792.00		0	\$0.00	
91	Green Retaining wall (Fillltrexx)	41,000	SFF	\$12.51	\$512,910.00		-	\$12.51	-
92	Rock Removal	76,000	CY	\$5.24	\$398,240.00		-	\$5.24	-
93	Rock Presplit Wall (Surface Face)	955	SY	\$36.05	\$34,427.75		-	\$36.05	-
94	Vehicular Access Gate	1	EA	\$1,107.00	\$1,107.00		-	\$1,107.00	-
95	Underground Primary Conduit (3 runs of conduits)	15,000	LF	\$15.95	\$239,250.00		-	\$15.95	-
96	Relocation of Telephone Service	1	LS	\$0.00	\$0.00		-	\$0.00	-
VE #4	Change thermoplastic to paint	1	LS	(\$9,180.00)	(\$9,180.00)		1	(\$9,180.00)	(\$9,180.00)
	Remove curb, gutter storm drain and downsize road to 20'								
VE #21	from entry to roundabout	1	LS	(\$162,713.00)	(\$162,713.00)		1	(\$162,713.00)	(\$162,713.00)
	Remove 1500 lf of curb and gutter and 6 inlets 1200 lf 18"								
VE #19	pipe from noth cul de sac to bb fields	1	LS	(\$78,700.00)	(\$78,700.00)		1	(\$78,700.00)	(\$78,700.00)

	ITEM	QTY.	UNIT	UNIT COST	OVERALL PROJECTSUBTOTAL	Roadway Qty.	Unit Cost	Roadway Cost
VE #1	Reduce 8' sidewalk along paking lots and in the soccer complex to 6' (sidewalks aloing road to remain 8')	1	LS	(\$11,727.00)	(\$11,727.00)	-	(\$11,727.00)	-
VE #3	Eliminate Erosion control matting	1	LS	(\$5,714.00)	(\$5,714.00)	-	(\$5,714.00)	-
VE #8	Reduce parking lot base stone to 6"	1	LS	-	(\$35,396.00)	-	-	-
VE #10	Eliminate grading and assocaited storm darinage for Rental Pavilion Area	1	LS	-	(\$98,984.00)	-	-	-
VE #16	Change surface course on road to superpave 64-22	1649	LS	-	(\$10,718.00)	1649	\$10,718.00	(\$10,718.00)
97	Subtotal Site Work / Drainage / Roadway				\$4,391,612.61			\$1,371,135.40
99	Mobilization					1		\$28,864.60
100	Total Site Work / Drainage / Roadway							\$1,400,000.00



FAYETTEVILLE REGIONAL PARK

FINAL MASTER PLAN ENLARGEMENT

FAYETTEVILLE, ARKANSAS



FAYETTEVILLE REGIONAL PARK

PHASE 1 MASTER PLAN ENLARGEMENT

FAYETTEVILLE, ARKANSAS

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Parks & Recreation	Adjustment Number
2015	Dept.: Parks & Recreation	
	Requestor: Alison Jumper	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Bid for Regional Park from Crossland Construction was \$11,788,362.19 with a change order of -\$2,358,997.27 for a net contract of \$9,429,364.92. Approval of a project contingency in the amount of \$528,000. \$1,577,740 is being added to the Regional Park project (02002) with \$720,207 coming from remaining funds in Community Park Improvements (13001.1306), recognizing \$37,533 in Park Land Dedication funds and the remaining \$820,000 from the use of fund balance.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/3/2015
	LEGISTAR FILE ID#:	2015-0088
	<i>Kevin Springer</i> 2/20/2015 10:43 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	857,533	857,533					v.20150102
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
2250.9255.5806.00	1,577,740	-	02002	9000	EX	Park Improvements	
4520.9555.5809.00	1,400,000	-	06035	2800	EX	Street Improvements	
	-	-					
	-	-					
2250.0925.4419.02		37,533	02002	9600	RE	Greenspace Fees - SW	
2250.9255.5315.00	(720,207)	-	13001	1306	EX	Contract Services	
2250.0925.4999.99	-	820,000			RE	Use of Fund Balance	
4520.9555.5809.00	(1,400,000)	-	06035	1	EX	Street Improvements	

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:		Date:	
							P.O Number:			
Vendor #: 9124			Vendor Name: Crossland Construction				Mail ☒ YES ☐ NO		Legistar#: 2015-0088	
Address: 833 South East Avenue					FOB Point:		Taxable ☐ YES ☒ NO			
City: Columbus			State: KS		66725		Ship to code:		Expected Delivery Date:	
Requester: Alison Jumper					2369		444-3469			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Regional Park Construction Phase 1	1		3,642,656.00	\$3,642,656.00	4570.9570.5806.00		02002.9000		
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$3,642,656.00</u>			
							Tax: <u>\$0.00</u>			
							Total: <u>\$3,642,656.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:		Date:	
							P.O Number:			
Vendor #: 9124			Vendor Name: Crossland Construction				Mail ☒ YES ☐ NO		Legistar#: 2015-0088	
Address: 833 South East Avenue					FOB Point:		Taxable ☐ YES ☒ NO			
City: Columbus			State: KS		66725		Ship to code:		Expected Delivery Date:	
Requester: Alison Jumper					2369		444-3469			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Regional Park Construction Phase 1	1		4,386,708.92	\$4,386,708.92	2250.9255.5806.00		02002.9000		
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$4,386,708.92</u>			
							Tax: <u>\$0.00</u>			
							Total: <u>\$4,386,708.92</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:		Date:	
							P.O Number:			
Vendor #: 9124			Vendor Name: Crossland Construction				Mail ☒ YES ☐ NO		Legistar#: 2015-0088	
Address: 833 South East Avenue					FOB Point:		Taxable ☐ YES ☒ NO			
City: Columbus			State: KS		66725		Ship to code:		Expected Delivery Date:	
Requester: Alison Jumper					2369		444-3469			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Regional Park Construction Phase 1	1		1,400,000.00	\$1,400,000.00	4520.9255.5809.00		06035.2800		
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$1,400,000.00</u>			
							Tax: <u>\$0.00</u>			
							Total: <u>\$1,400,000.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0086

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C.4

GOODWIN & GOODWIN, INC (REGIONAL PARK)

A RESOLUTION TO AWARD BID #15-15 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$707,007.50 FOR CONSTRUCTION OF A NEW 18 INCH WATERLINE FOR THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY OF \$70,701.00

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 awards Bid #15-15 and authorizes a contract with Goodwin & Goodwin, Inc. in the amount of \$707,007.50 for construction of a new 18 inch waterline for the Kessler Mountain/Regional Park Waterline Project, and further approves a project contingency of \$70,701.00.

City of Fayetteville Staff Review Form

2015-0086

Legistar File ID

3/3/2015

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

Jim Beavers

2/13/2015

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Fayetteville City Administration recommends approval of a construction contract with Goodwin & Goodwin in the amount of \$707,007.50 for Construction Bid 15-15, and approval of a 10% project contingency of \$70,701.00 for a total of \$777,708.50 for the construction of the new 18 inch water line for Kessler Mountain/Regional Park Waterline Project.

Budget Impact:

5400.5600.5808.00

Water/Sewer

Account Number

Fund

14015.2000

Regional Park Waterline Project

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,372,568.07

Funds Obligated \$ 97,863.04

Current Balance \$ 1,274,705.03

Does item have a cost? Yes

Item Cost \$ 777,708.50

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 496,996.53

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: February 6, 2015

SUBJECT: Kessler Mountain/Regional Park Water Line
Resolution approving a construction contract with Goodwin & Goodwin in the amount of \$707,007.50 for Construction Bid 15-15, and approving a construction contingency of \$70,701.00 for a total of \$777,708.50.

RECOMMENDATION:

The Fayetteville City Administration recommends approval of a construction contract with Goodwin & Goodwin in the amount of \$707,007.50 for Construction Bid 15-15, and approval of a 10% project contingency of \$70,701.00 for a total of \$777,708.50 for the construction of the new 18 inch water line for Kessler Mountain/Regional Park project.

BACKGROUND:

The new Kessler Mountain/ Regional Park waterline will connect the existing water storage tanks on Kessler Mountain to the new 18 inch waterline south at the new Regional Park. The approximate length of the new waterline is 2,400 feet.

DISCUSSION:

Public Bids were opened on February 6, 2015. The City Received 3 bids as follows.

Goodwin & Goodwin	\$707,007.50
Fochtman Enterprises	\$806,450.00
Brothers Construction	\$881,100.00

Garver LLC and City Staff have reviewed the bids and recommend awarding the contract to Goodwin & Goodwin in the amount of \$707,007.50

BUDGET/STAFF IMPACT:

Funds are available within the Regional Park Waterlines project. An additional \$71,200.00 is obligated within the project due to Amendment I of Garver Engineers, LLC contract.

ATTACHMENTS:

Staff Review Form
Purchase Order Request
Contract
Bid Tabulation
Certification of Funds

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:		Date: 2/13/2015	
							P.O Number:			
Vendor #: 293			Vendor Name: Goodwin and Goodwin, Inc.				Mail ☒ Yes ☐ No		Legistar#: 2015-0086 Expected Delivery Date:	
Address: 3503 Free Ferry Road					FOB Point:		Taxable ☐ Yes ☒ No			
City: Fort Smith			State: AR		Zip Code: 72903	Ship to code: Fay	Quotes Attached ☐ Yes ☐ No			
Requester: Cheryl Partain					Requester's Employee #: 2548		Extension: 8224			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Construction contract with Goodwin & Goodwin, Inc. -Construction Bid 15-15 for the Regional Park Waterline Project	1	EA	707,007.50	\$707,007.50	5400.5600.5808.00		14015.2000		
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$707,007.50</u> Tax: <u>\$0.00</u> Total: <u>\$707,007.50</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, by and between Goodwin & Goodwin, Inc., a Corporation organized and existing under the laws of the State of Arkansas hereinafter called the "Contractor", and CITY OF FAYETTEVILLE, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of Construction - Kessler Mountain Water Line Bid 15-15 in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within seventy five (75) consecutive calendar days thereafter (except as modified in accordance with the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in GENERAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Agreement
- b. Addenda (if any)
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. List of Proposed Subcontractors
- h. Performance and Payment Bonds
- i. General Conditions
- j. Special Conditions
- k. Technical Specifications
- l. Drawings
- m. Certificates of Insurance and Insurance Policies
- n. Third Party Insurance

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be

final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST: *[Signature]* By: *Bryan Goodwin*
Goodwin & Goodwin, Inc.
(Contractor)

Title: President, Goodwin & Goodwin, Inc.

3503 Free Ferry Road.
(Street)

Ft. Smith, AR 72903
(City)

City of Fayetteville

ATTEST: _____ By _____

(Print the names underneath all signatures)



www.GarverUSA.com



February 9, 2015

Jim Beavers, P.E.
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: City of Fayetteville
Bid 15-15 – Construction Kessler Mountain Water Line
Recommendation of Award

Dear Mr. Beavers:

Bids were received for Bid 15-15, Construction Kessler Mountain Water Line, at the City of Fayetteville Purchasing Division at 2:00 p.m. on February 6, 2015. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received and Garver's Opinion of Probable Construction Cost is enclosed with this letter.

A total of three bids were received on the project as summarized in the table below, along with Garver's Opinion of Probable Construction Cost. As shown in the table below, the low bid was submitted by Goodwin & Goodwin, Inc. of Fort Smith, Arkansas.

Base Bid	
Goodwin & Goodwin, Inc. of Fort Smith, Arkansas	\$707,007.50
Fochtman Enterprises, Inc. of Fayetteville, Arkansas	\$806,450.00
Brothers Construction, Inc. of Van Buren, Arkansas	\$881,100.00

Garver's Opinion of Probable Construction Cost	\$870,000.00
--	--------------

As stated in Section 010200 – Instruction to Bidders, a bid that obviously is unbalanced may be rejected. However, it is also stated that the Owner reserves the right to waive any informalities in bids received whenever such waiver is in its interest. The unit price per cubic yard of Rock Excavation submitted by Goodwin & Goodwin was \$0.01 for a total of \$7.50. The total for Rock Excavation submitted by Fochtman Enterprises and Brothers Construction was \$112,500 and \$75,000 respectively, and Garver's total was \$112,500. If the total for Rock Excavation submitted by Goodwin & Goodwin was greater than \$99,450, than Fochtman Enterprises would have been the low bidder. In addition, Goodwin and Goodwin did not provide a current Certificate of Insurance with their bid as required within the Instructions to Bidders. As discussed via phone on February 9, 2015 with Chris Buntin and Bryan Goodwin, President of Goodwin & Goodwin, the price bid of \$0.01 per cubic yard for

Mr. Beavers
February 9, 2015
Page 2 of 2

Rock Excavation is correct, and change orders for Rock Excavation over the estimated quantity will be assessed at \$0.01 per cubic yard. In addition, e-mail correspondence and a signed fax from Goodwin & Goodwin is enclosed. Also, enclosed is the Certificate of Insurance received by Goodwin and Goodwin after bid opening.

According to representatives from both the City of Fayetteville (Lynn Hyke) and Springdale Water Utilities (Rick Pulvirenti), they have worked with Goodwin & Goodwin on several projects, and they do good work. However, you must closely observe their work to maintain conformance with the contract documents. Goodwin & Goodwin has not performed any recent work for Rogers, Bentonville, and Garver. Goodwin & Goodwin is currently licensed with the Arkansas Contractors Licensing Board, and their last complaint was in 2001, which was closed without any consequence.

We believe that the bid submitted by Godwin and Godwin represents a good value for the City of Fayetteville. Contingent upon the City of Fayetteville waiving the bidding informalities discussed herein, we recommend that the construction contract for the Bid 15-15 – Construction Kessler Mountain Water Line be awarded to Goodwin and Goodwin. If the City of Fayetteville elects to reject the bid submitted by Goodwin and Goodwin, we have no reservations awarding the work to Fochtman Enterprises.

Please call me if you have any questions.

Sincerely,

GARVER, LLC



Chris Buntin, P.E.
Project Manager

Attachments: Official Bid Tabulation
 Garver's Opinion of Probable Construction Cost
 February 9, 2015 e-mails, 2 pages
 February 9, 2015 Goodwin & Goodwin Fax
 Certificate of Insurance

cc: Chris Brown, Tim Nyander, and Andrea Foren (City of Fayetteville)



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 15-15, Construction - Kessler Mountain Water Line
Friday, February 6, 2015, 2:00 PM, Local Time

				Brothers Construction Inc				Fochtman Enterprises Inc				Goodwin & Goodwin, Inc			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL	
1	Erosion Control	1	LS	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 25,250.00	=	\$ 25,250.00	x	\$ 30,000.00	=	\$ 30,000.00
2	Traffic Control	1	LS	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 5,000.00	=	\$ 5,000.00
3	Mobilization (Not to Exceed 5%)	1	LS	x	\$ 40,000.00	=	\$ 40,000.00	x	\$ 33,000.00	=	\$ 33,000.00	x	\$ 30,000.00	=	\$ 30,000.00
4	Trench Excavation Safety	1	LS	x	\$ 15,000.00	=	\$ 15,000.00	x	\$ 45,000.00	=	\$ 45,000.00	x	\$ 20,000.00	=	\$ 20,000.00
5	Construction Staking	1	LS	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 5,500.00	=	\$ 5,500.00	x	\$ 15,000.00	=	\$ 15,000.00
6	Site Work	1	LS	x	\$ 180,000.00	=	\$ 180,000.00	x	\$ 14,500.00	=	\$ 14,500.00	x	\$ 40,000.00	=	\$ 40,000.00
7	Clearing and Grubbing	1	LS	x	\$ 25,000.00	=	\$ 25,000.00	x	\$ 15,000.00	=	\$ 15,000.00	x	\$ 25,000.00	=	\$ 25,000.00
8	4 inch Topsoil	4,500	SY	x	\$ 4.00	=	\$ 18,000.00	x	\$ 4.00	=	\$ 18,000.00	x	\$ 5.00	=	\$ 22,500.00
9	Erosion Control Matting	4,500	SY	x	\$ 2.00	=	\$ 9,000.00	x	\$ 3.00	=	\$ 13,500.00	x	\$ 5.00	=	\$ 22,500.00
10	Water (Dust Control and Seeding)	1	MGAL	x	\$ 2,000.00	=	\$ 1,000.00	x	\$ 10,000.00	=	\$ 5,000.00	x	\$ 2,000.00	=	\$ 1,000.00
11	Seeding	1	LS	x	\$ 5,000.00	=	\$ 5,000.00	x	\$ 6,000.00	=	\$ 6,000.00	x	\$ 10,000.00	=	\$ 10,000.00
12	Limestone Rip-Rap Bank Stabilization	70	SY	x	\$ 40.00	=	\$ 2,800.00	x	\$ 65.00	=	\$ 4,550.00	x	\$ 100.00	=	\$ 7,000.00
13	Grouted Limestone Rip-Rap Bank Stabilization	160	SY	x	\$ 55.00	=	\$ 8,800.00	x	\$ 85.00	=	\$ 13,600.00	x	\$ 125.00	=	\$ 20,000.00
14	18 inch DI Water Line (Class 350)	2,400	LF	x	\$ 125.00	=	\$ 300,000.00	x	\$ 115.00	=	\$ 276,000.00	x	\$ 98.00	=	\$ 235,200.00
15	36 inch Steel Encasement (0.50 inch)	80	LF	x	\$ 300.00	=	\$ 24,000.00	x	\$ 200.00	=	\$ 16,000.00	x	\$ 485.00	=	\$ 38,800.00
16	Ductile Iron Fittings (C153)	5,000	LBS	x	\$ 6.00	=	\$ 30,000.00	x	\$ 9.00	=	\$ 45,000.00	x	\$ 9.00	=	\$ 45,000.00
17	2 inch Combination Air/Vacuum Valve	1	EA	x	\$ 3,500.00	=	\$ 3,500.00	x	\$ 3,500.00	=	\$ 3,500.00	x	\$ 3,000.00	=	\$ 3,000.00
18	30 inch x 18 inch Tapping Sleeve and Valve	1	EA	x	\$ 27,500.00	=	\$ 27,500.00	x	\$ 27,500.00	=	\$ 27,500.00	x	\$ 30,000.00	=	\$ 30,000.00
19	Concrete Key Anchor	15	EA	x	\$ 600.00	=	\$ 9,000.00	x	\$ 1,850.00	=	\$ 27,750.00	x	\$ 1,500.00	=	\$ 22,500.00
20	Water Mitigation Dam	5	EA	\$ 500.00		\$ 2,500.00		\$ 1,500.00		\$ 7,500.00		\$ 400.00		\$ 2,000.00	
21	200 PSI Flowable Fill	1,000	LF	\$ 55.00		\$ 55,000.00		\$ 60.00		\$ 60,000.00		\$ 75.00		\$ 75,000.00	
22	Undercut and Granular Backfill	500	CY	\$ 20.00		\$ 10,000.00		\$ 40.00		\$ 20,000.00		\$ 10.00		\$ 5,000.00	
23	Rock Excavation	750	CY	\$ 100.00		\$ 75,000.00		\$ 150.00		\$ 112,500.00		\$ 0.01		\$ 7.50	
24	Concrete Test	5	EA	\$ 1,000.00		\$ 5,000.00		\$ 240.00		\$ 1,200.00		\$ 250.00		\$ 1,250.00	
25	Backfill Density Test	5	EA	\$ 1,000.00		\$ 5,000.00		\$ 120.00		\$ 600.00		\$ 250.00		\$ 1,250.00	
TOTAL BASE BID					\$ 881,100.00		\$ 881,100.00		\$ 806,450.00		\$ 806,450.00		\$ 707,007.50		\$ 707,007.50

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

CERTIFIED:

P. Vice

Anthony Pelt

2-6-15

P. Vice, Purchasing Manager

Witness

Date



City of Fayetteville
Water Main Improvements
Kessler Mountain to Cato Springs Road
Final Design Submittal
November 2014



Item	Description	Unit	Quantity	Unit Price	Amount
1	Erosion Control	LS	1	\$10,000.00	\$10,000.00
2	Traffic Control	LS	1	\$1,000.00	\$1,000.00
3	Mobilization (Not to Exceed 5%)	LS	1	\$40,000.00	\$40,000.00
4	Trench Excavation Safety	LS	1	\$10,000.00	\$10,000.00
5	Construction Staking	LS	1	\$5,000.00	\$5,000.00
6	Site Work	LS	1	\$3,650.00	\$3,650.00
7	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
8	4" Topsoil	SY	4,500	\$4.00	\$18,000.00
9	Erosion Control Matting	SY	4,500	\$10.00	\$45,000.00
10	Water (Dust Control and Seeding)	MGAL	0.5	\$20,000.00	\$10,000.00
11	Seeding	LS	1	\$7,500.00	\$7,500.00
12	Limestone Rip-Rap Bank Stabilization	SY	70	\$30.00	\$2,100.00
13	Grouted Limestone Rip-Rap Bank Stabilization	SY	160	\$75.00	\$12,000.00
14	18" DI Water Line (Class 350)	LF	2,400	\$135.00	\$324,000.00
15	36" Steel Encasement (0.50")	LF	80	\$500.00	\$40,000.00
16	Ductile Iron Fittings (C153)	LB	5,000	\$9.00	\$45,000.00
17	2" Combination Air/Vacuum Valve	EA	1	\$2,000.00	\$2,000.00
18	30" x 18" Tapping Sleeve and Valve	EA	1	\$38,000.00	\$38,000.00
19	Concrete Key Anchor	LS	15	\$6,000.00	\$90,000.00
20	Water Mitigation Dam	EA	5	\$1,000.00	\$5,000.00
21	200 PSI Flowable Fill	LF	1,000	\$15.00	\$15,000.00
22	Undercut and Granular Backfill	CY	500	\$35.00	\$17,500.00
23	Rock Excavation	CY	750	\$150.00	\$112,500.00
24	Concrete Test	EA	5	\$350.00	\$1,750.00
25	Backfill Density Test	EA	5	\$1,000.00	\$5,000.00
Total Opinion of Probable Construction Costs					\$870,000
(EXCLUDES COST FOR THE PORTION TO BE INSTALLED BY THE CITY)					

Buntin, Chris, R

From: Buntin, Chris, R
Sent: Monday, February 9, 2015 10:45 AM
To: 'pipedude08@yahoo.com'
Cc: 'aforen@fayetteville-ar.gov'; jbeavers@fayetteville-ar.gov; 'Vice, Peggy'; Munro, Megan; Rush, Brandon J.
Subject: Bid 15-15

Mr. Goodwin (Bryan),

As discussed on the phone earlier, please e-mail me a letter confirming that the unit price bid for rock excavation is in fact \$.01 per CY and confirm you understand that change orders for rock over the estimated quantity will also be assessed at \$.01 per CY. Also, please attach a copy of your current Certificate of Insurance listing both automobile and personal liability insurance. This was not included within your bid submitted as required by Part 14 of the Instructions to Bidders.

As discussed, you would e-mail me the above information before noon today.

Thank you,
Chris



Chris Buntin, P.E.
Project Manager
WDC Civil Team Leader
Office: 479-527-9100
Mobile: 479-856-9766

Buntin, Chris, R

From: Buntin, Chris, R
Sent: Monday, February 9, 2015 11:13 AM
To: 'Bryan Goodwin'
Subject: RE: BID 15-15

479-527-9101

Chris Buntin, P.E.
Garver
479-527-9100

From: Bryan Goodwin [mailto:pipedude08@yahoo.com]
Sent: Monday, February 9, 2015 11:11 AM
To: Buntin, Chris, R
Subject: Re: BID 15-15

CAN YOU SEND ME YOUR FAX

On Monday, February 9, 2015 11:07 AM, "Buntin, Chris, R" <CRBuntin@GarverUSA.com> wrote:

Can you send me this in a signed letter?

Chris Buntin, P.E.
Garver
479-527-9100

From: Bryan Goodwin [mailto:pipedude08@yahoo.com]
Sent: Monday, February 9, 2015 11:06 AM
To: Buntin, Chris, R
Subject: BID 15-15

GOODWIN AND GOODWIN BID , ROCK REMOVAL PRICE IS \$.01 CENT PER CUBIC YARD FOR REMOVAL. AND WE ARE GOOD WITH THE SAME PRICE IF THE ESTIMATED QUANTITY GOES OVER QUANTITY.

THANKS BRYAN GOODWIN

GOODWIN & GOODWIN, INC.

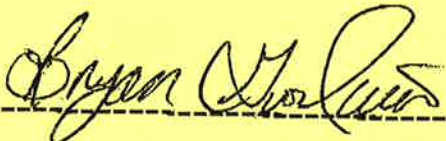
General, Plumbing & Utility Contractor
3503 Free Ferry Road
Fort Smith, Ar 72903
Cell (479) 651-7321 Fax (479) 783-7555

GOODWIN AND GOODWIN INC, 2-09-2015

BID 15-14 CITY OF FAYETTEVILLIE

is OK

GOODWIN, BID OF \$.01 CENT PER CUBIC YARD
OF ROCK REMOVEL IS ARE BID IF THE QUANTITY GO
OVER IT IS STILL THE SAME BID PRICE.



BRYAN GOODWIN



GOOD&GO-02

LINDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2015

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 BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: Linda E. Thomas	
	PHONE (A/C, No, Ext): (479) 452-4000 FAX (A/C, No): (479) 484-5185	
INSURED Goodwin & Goodwin, Inc. 3503 Free Ferry Road Fort Smith, AR 72903	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Cincinnati Indemnity Company	10677
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP0874683	08/06/2014	08/06/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CPA0874683	08/06/2014	08/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CPP0874683	08/06/2014	08/06/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC1862223-00	08/06/2014	08/06/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	☒ Installation Floater			CPP0874683	08/06/2014	08/06/2015	Limit 912,907

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

Bid 15-15

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

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

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CERTIFICATION OF FUNDS

Project Number: 14015 - Sub Project 2000

Project Name: Regional Park Waterline Construction

Architect/Engineer: Jim Beavers

I certify that funds are available in the amount of 1,087,000.00 for the above referenced project. This amount reflects the construction portion of the project only (i.e. does not include architect or engineering fees, purchase of land, etc.) and is being certified for the sole purpose of awarding a capital improvement contract under Arkansas Code Annotated 22-9-203(h). I understand that this amount may be re-certified if a rebidding occurs.

Jim Beavers
Signature of Project Manager

01-08-2015
Date

Barbara Fell
Signature of Budget Officer

01/08/15
Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0087

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C.5

GARVER, LLC (REGIONAL PARK)

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC TO ADD CONSTRUCTION PHASE SERVICES ON THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT IN AN AMOUNT NOT TO EXCEED \$71,200.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the contract with Garver, LLC to add construction phase services on the Kessler Mountain/Regional Park Waterline project in an amount not to exceed \$71,200.00.

City of Fayetteville Staff Review Form

2015-0087

Legistar File ID

3/3/2015

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

Tim Nyander

2/13/2015

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Fayetteville City Administration recommends approval of Amendment 1 to Garver LLC's Engineering Services Contract to add Construction Phase Services. The original contract amount for design was \$105,600.00. The additional amount of Amendment 1 is \$71,200.00. The revised total amount is \$176,800.00.

Budget Impact:

5400.5600.5314.00

Water/Sewer

Account Number

Fund

14015.1000

Regional Park Waterlines Project

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,372,568.07

Funds Obligated \$ 26,663.04

Current Balance \$ 1,345,905.03

Does item have a cost? Yes

Item Cost \$ 71,200.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 1,274,705.03

V20140710

Previous Ordinance or Resolution # 99-14

Original Contract Number: 2324

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Legistar Review

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: February 6, 2015

SUBJECT: Kessler Mountain/ Regional Park Waterline
Resolution approving Amendment 1 to Garver LLC's Engineering Service
Contract to add Construction Phase Services. The additional amount is
\$71,200.00.

RECOMMENDATION:

The Fayetteville City Administration recommends approval of Amendment 1 to Garver LLC's Engineering Services Contract for Kessler Mountain/ Regional Park Waterline to add Construction Phase Services. The original contract amount for design was \$105,600.00. The additional amount of Amendment 1 is \$71,200.00. The revised total amount is \$176,800.00.

BACKGROUND:

The new Kessler Mountain/Regional Park water line will connect the existing water storage tanks on Kessler Mountain to the new 18 inch waterline south at the new Regional Park. The construction bids were opened February 6, 2013 and are a separate Agenda item.

DISCUSSION:

City staff does not have the manpower to provide the construction phase services (Construction observation, submittal, payment, and quantity verifications) and thus the proposed contract with the design engineer.

BUDGET/STAFF IMPACT:

Funds are available within the Regional Park Waterline Project.

Attachments:

Staff Review Form
Contract Amendment 1
Original Contract dated May 20, 2014 (copy)

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
Project No. 14048020**

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, dated _____, 2015 shall amend the original contract between the CITY OF FAYETTEVILLE and GARVER, LLC (GARVER), dated May 20, 2014 referred to in the following paragraphs as the original agreement.

This Contract Amendment No. 1 adds construction phase services for the water main improvements from the Kessler Mountain elevated water storage tanks to Cato Springs Road, excluding the eastern portion to be installed by the CITY OF FAYETTEVILLE, within Fayetteville, Arkansas.

The original agreement is hereby modified as follows:

APPENDIX A – SCOPE OF SERVICES

Section 2.10, Construction Phase Services of Appendix A of the original agreement is hereby amended to omit and replace all of Section 2.10 Construction Phase Services with the following:

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

1. Issue a Notice to Proceed letter to the Contractor and attend the preconstruction meeting.
2. Attend monthly progress/coordination meetings with the CITY OF FAYETTEVILLE and 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 CITY OF FAYETTEVILLE and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review the Contractor's monthly progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the CITY OF FAYETTEVILLE 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. Based upon information provided by the CITY OF FAYETTEVILLE, The record drawings will also include the portion to be installed by the CITY OF FAYETTEVILLE.
7. Provide full-time resident construction observation services for the 75-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 75-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the CITY OF FAYETTEVILLE wishes to increase the time or frequency of the observation, the CITY OF FAYETTEVILLE will pay GARVER an additional fee agreed to by the CITY OF FAYETTEVILLE and GARVER.
8. Coordinate the Short Term Activity Authorization (STAA) permits with ADEQ. The CITY OF FAYETTEVILLE will pay the permit fees outside this agreement in accordance with the original agreement.
9. Provide up to 8 hours of survey crew time for field checking quantities, contractor's layout, etc.
10. When authorized by the CITY OF FAYETTEVILLE, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the CITY OF FAYETTEVILLE will pay GARVER an additional fee to be agreed upon by the CITY OF FAYETTEVILLE and GARVER.
11. 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 CITY OF FAYETTEVILLE during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing.
- 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 CITY OF FAYETTEVILLE against defects and deficiencies in the work of the Contractor(s); but GARVER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify the CITY OF FAYETTEVILLE immediately, so that appropriate action under the CITY OF FAYETTEVILLE's contract with the Contractor can be taken.

Section 2.11, Project Deliverables of Appendix A of the original agreement is hereby amended to add the following additional item at the end of the section.

10. One full-size hard copy of the record drawings and electronic files as requested

Section 2.12, Extra Work of Appendix A of the original agreement is hereby amended to completely delete item 10 and revise item 15 as follows.

10. ~~All construction services (notice to proceed, preconstruction conference, submittals, RFI's, RFP's, change orders, pay estimates, progress meetings, testing, inspection, closeout, record drawings, etc.)~~

15. ADEQ STAA permit fees (\$200 per stream crossing)

Section 3.1, Payment of Appendix A of the original agreement is hereby amended to add Construction Phase Services to the table and revise the TOTAL FEE in the table as shown below. In the paragraph following the table of the original agreement, delete "The total amount paid to GARVER under this agreement is estimated to be \$105,600.", and replace with "The total amount paid to GARVER under this agreement is estimated to be \$176,800."

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Phase Services	\$71,200	Hourly Rate + Expenses
TOTAL FEE	\$176,800	

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Mayor, Lioneld Jordan

ATTEST:

By: _____

City Clerk

GARVER, LLC

By:  _____

Vice President, Scott Zotti

By:  _____

Project Manager

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

THIS AGREEMENT is made as of May 20, 2014, 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 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, 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.

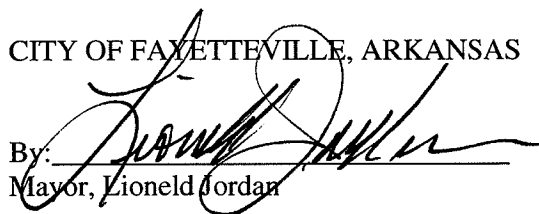
7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, 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.

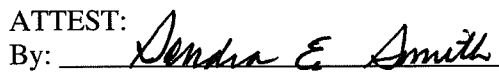
7.6 Arkansas Freedom of Information Act

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

By: 
Mayor, Lioneld Jordan

ATTEST:
By: 
City Clerk

ENGINEER

By: 
Vice President, Scott Zotti

By: 
Project Manager



END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



APPENDIX A – SCOPE OF SERVICES

2.1 General

Generally, the scope of services includes surveying, environmental, design, preparation of property acquisition documents, and bidding services for approximately 6,500 linear feet of new 24 inch ductile iron water main from the Kessler Mountain elevated water storage tanks to Cato Springs Road in Fayetteville, Arkansas.

2.2 Conceptual Design

GARVER will prepare plan and profile sheets at a 20 scale based upon GIS data and record drawings provided by the CITY OF FAYETTEVILLE and field investigation by GARVER. The conceptual design phase submittal drawings will include a cover sheet, sheet index, and plan and profiles with aerial photography. The drawings will show master plan regional park facilities, master plan roads and master plan trails already planned by the CITY OF FAYETTEVILLE. The drawings will represent approximately 30 percent of the final construction plans and exclude details and erosion control. GARVER will prepare an opinion of probable construction cost. GARVER will not begin surveys and environmental until the conceptual design is approved by the CITY OF FAYETTEVILLE in writing.

2.3 Surveys

2.3.1 Design Surveys

GARVER will provide field survey data for designing the project, and this survey will be tied to the CITY OF FAYETTEVILLE'S control network. Survey data from the Fayetteville Regional Park will be used and supplemented with new surveys, approximately 0.5 mile, from the regional park to the elevated water storage tanks.

GARVER will conduct field surveys, utilizing radial topography and GPS methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. GARVER will locate buildings and other structures, streets, drainage features, tree lines, visible utilities as well as those underground utilities marked by the CITY OF FAYETTEVILLE and ARKUPS, and any other pertinent topographic features that may be present at and/or along the project site. GARVER will establish control points for use during construction.

2.3.2 Property Surveys

GARVER will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with GARVER. Property surveys from the Fayetteville Regional Park will be used and supplemented with new property surveys from the regional park to the elevated water storage tanks.

2.4 Geotechnical Services – Not Used

2.5 Environmental Services

GARVER will perform wetland delineation for the entire project outside the Fayetteville Regional Park. GARVER will prepare a wetland report and submit to the US Army Corps of Engineers (USACE) requesting a jurisdictional determination if required. If USACE requires mitigation, a mitigation plan and approval is considered Extra Work outside this agreement. GARVER will also request authorization to proceed under a Nationwide 404 permit. If an individual 404 permit is required, it shall be considered



Extra Work outside this agreement. For stream crossings, the CITY OF FAYETTEVILLE will notify the Arkansas Department of Environmental Quality (ADEQ) during construction, and the CITY OF FAYETTEVILLE will pay all permitting fees for the Short Term Activity Authorization (STAA) outside this agreement. GARVER will note stream crossings on construction drawings. GARVER will prepare and submit initial clearance letters from the US Fish and Wildlife Service (USFWS) and the State Historic Preservation Office (SHPO). If USFWS or SHPO requires a cultural resource survey, an endangered species survey, or any other items, this shall be considered Extra Work outside this agreement. GARVER will prepare a Stormwater Pollution Prevention Plan (SWPPP). Surface disturbance will be limited to less than 5 acres. As such, submittal of the SWPPP and fee to ADEQ is considered Extra Work.

2.6 Preliminary Design

The preliminary design phase submittal will include all drawings including plan and profiles at a 20 scale, details, erosion control, and an opinion of probable construction cost. The preliminary design phase will represent approximately 75 percent of final construction contract plans. This submittal will include technical specifications and "front end" contract documents. GARVER will not begin final design until the preliminary design is approved by the CITY OF FAYETTEVILLE in writing. GARVER will coordinate and furnish preliminary drawings to affected utilities upon approval by the CITY OF FAYETTEVILLE.

2.7 Final Design

During the final design phase of the project, GARVER will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. GARVER will also make final field inspection with CITY OF FAYETTEVILLE, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids. GARVER will coordinate and submit plans to the Arkansas Department of Health and pay the review fee.

2.8 Property Acquisition Documents

GARVER will provide mapping as required for preparing easement acquisition documents for the CITY OF FAYETTEVILLE's use in acquiring the property. Documentation will include an individual tract map with description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on permanent easement and temporary construction easements for no more than 3 properties. Property acquisition document preparation will begin after receiving the CITY OF FAYETTEVILLE's comments from the Preliminary Design review.

2.9 Bidding Services

During the bidding phase of the project, GARVER will:

1. Prepare and submit Advertisement for Bids to the CITY OF FAYETTEVILLE. The CITY OF FAYETTEVILLE will advertise in the newspaper, and GARVER will advertise on GARVER's on-line plan room.
2. Dispense construction contract documents to prospective bidders using GARVER's on-line plan room.
3. Support the contract documents by preparing addenda as appropriate.
4. Conduct a pre-bid meeting.
5. Attend the bid opening.
6. Prepare bid tabulation.
7. Evaluate bids and recommend award.



8. Prepare construction contracts for execution by the CITY OF FAYETTEVILLE and contractor.

2.10 Construction Phase Services

Construction Phase Services are excluded and may be added by amendment as approved by the CITY OF FAYETTEVILLE and GARVER. Any work beyond preparing the construction contract documents for execution is considered Extra Work. In the event GARVER's Scope of Services under this agreement is not amended to include construction phase services, the CITY OF FAYETTEVILLE assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the CITY OF FAYETTEVILLE agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

2.11 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others as indicated, by GARVER:

1. Three copies of the Conceptual Design and opinion of probable construction cost
2. Electronic copies of all correspondence
3. Three copies of the Preliminary Design, specifications, and opinion of probable construction cost.
4. Three copies and electronic copy of the easement acquisition documents
5. Three copies of the Final Design, specifications, and opinion of probable construction cost.
6. Electronic copies of preliminary and final plans to each potentially affected utility company.
7. One copy of the issued for bid documents
8. Three copies of the contract documents for execution by CITY OF FAYETTEVILLE and contractor
9. Electronic files as requested

2.12 Extra Work

The following items are not included under this agreement but will be considered as Extra Work:

1. Redesign for the CITY OF FAYETTEVILLE's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Geotechnical services.
4. Design of any utilities relocation other than water.
5. Retaining walls or other significant structural design beyond that required for water main.
6. Construction materials testing.
7. Water tank coating inspection, tank mixing improvements, and any other water tank improvements beyond connection of new water main.
8. Hydraulic modeling.
9. Coordination with FEMA.
10. All construction services (notice to proceed, preconstruction conference, submittals, RFI's, RFP's, change orders, pay estimates, progress meetings, testing, inspection, closeout, record drawings, etc.)
11. Services after construction, such as warranty follow-up, operations support, etc.
12. AHTD Utility Permit.



13. Preparation of an individual 404 permit, wetlands mitigation, cultural resource survey, and work of any kind beyond request for clearance from USFWS and SHPO.
14. SWPPP permit fee and submittal to ADEQ.
15. ADEQ STAA.

Extra Work will be as directed by the CITY OF FAYETTEVILLE in writing for an additional fee as agreed upon by the CITY OF FAYETTEVILLE and GARVER.

2.15 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:

<u>Phase Description</u>	<u>Calendar Days</u>
Conceptual Design	30 days from start date
Design and Property Surveys	21 days from approval of Conceptual Design
Preliminary Design	45 days from approval of Conceptual Design and completion of survey herein and survey for Fayetteville Regional Park
Property Acquisition Documents	14 days from approval of Preliminary Design
Final Design	30 days from approval of Preliminary Design contingent upon Fayetteville Regional Park design

3.1 Payment

For the work described herein (except for property record research and as may be modified for additional services required), 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
Conceptual Design	\$18,800	Hourly Rate + Expenses
Surveys (Including ARKUPS and Record Research)	\$14,700	
Environmental	\$3,800	
Preliminary Design	\$31,100	
Final Design (Including ADH Fee)	\$22,500	
Property Acquisition	\$4,200	
Bidding Services	\$10,500	
TOTAL FEE	\$105,600	



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 \$105,600. 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 - Garver Hourly Rate Schedule
Water Main Improvements
Kessler Mountain to Cato Springs Road

Classification	Rates
Engineers / Architects	
E-1.....	\$ 92.00
E-2.....	\$ 106.00
E-3.....	\$ 129.00
E-4.....	\$ 155.00
E-5.....	\$ 183.00
E-6.....	\$ 228.00
M-1.....	\$ 300.00
Planners / Environmental Specialist	
P-1.....	\$ 108.00
P-2.....	\$ 137.00
Designers	
D-1.....	\$ 84.00
D-2.....	\$ 99.00
D-3.....	\$ 116.00
D-4.....	\$ 138.00
Technicians	
T-1.....	\$ 66.00
T-2.....	\$ 84.00
T-3.....	\$ 102.00
Surveyors	
S-1.....	\$ 41.00
S-2.....	\$ 54.00
S-3.....	\$ 71.00
S-4.....	\$ 100.00
S-5.....	\$ 150.00
S-6.....	\$ 163.00
2-Man Crew (Survey).....	\$ 169.00
3-Man Crew (Survey).....	\$ 210.00
2-Man Crew (GPS Survey).....	\$ 189.00
3-Man Crew (GPS Survey).....	\$ 230.00
Construction Observation	
C-1.....	\$ 80.00
C-2.....	\$ 103.00
C-3.....	\$ 126.00
C-4.....	\$ 163.00
Management/Administration	
M-1.....	\$ 300.00
X-1.....	\$ 52.00
X-2.....	\$ 71.00
X-3.....	\$ 99.00
X-4.....	\$ 135.00

Agreement for Professional Services

Water Main Improvements - Kessler Mountain to Cato Springs Road

Garver Project No. 14048020



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0092

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C.6

LOSE AND ASSOCIATES, INC (REGIONAL PARK)

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT WITH LOSE AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$322,137.00 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE ONE OF THE REGIONAL PARK PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the agreement with Lose and Associates, Inc. in an amount not to exceed \$322,137.00 for construction administration services for Phase One of the Regional Park project and authorizes Mayor Jordan to sign Amendment No. 2.

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 is made a part hereof.

City of Fayetteville Staff Review Form

2015-0092

Legistar File ID

3/3/2015

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

Alison Jumper

2/13/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution approving Contract Amendment #2 to the contract with Lose and Associates for construction administration Services for Phase One of the Regional Park in the amount not to exceed \$322,137.00 and to approve a Budget Adjustment.

Budget Impact:

2250.9255.5806.00

Parks Development

Account Number

Fund

02002.9000

Regional Park

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 7,693,006.00

Funds Obligated \$ 179,181.59

Current Balance \$ 7,513,824.41

Does item have a cost? Yes

Item Cost \$ 322,137.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 105,137.00

Remaining Budget \$ 7,296,824.41

V20140710

Previous Ordinance or Resolution # 223-13, 98-14

Original Contract Number: 2304

Approval Date:

Comments: See Legistar Items 2015-0088 and 2015-0093 for related Budget Adjustment information.

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

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

FROM: Alison Jumper, Park Planning Superintendent

DATE: February 19, 2015

SUBJECT: Resolution to approve Contract Amendment #2 to the contract for architectural services with Lose and Associates, Inc.

RECOMMENDATION:

Staff recommends a resolution approving Contract Amendment #2 to the contract with Lose and Associates, Inc. for Construction Administration Services for Phase One of the Regional Park in the amount not to exceed \$322,137 and to approve a Budget Adjustment.

BACKGROUND:

A Request for Statements of Qualification (RFQ) 13-13 for design services for the Regional Park Master Plan was advertised August 23, 2013. Lose and Associates, Inc. was selected to complete the Master Plan design which is now complete. Contract Amendment #1 with Lose and Associates, Inc. was approved on May 6, 2014. This amendment allowed Lose and Associates, Inc. to create bid and construction documents for Phase One which will consist of site grading, utility and roadway development necessary to develop six soccer fields, three baseball fields, supporting restroom/concession and site amenities. Support parking facilities, a playground and a large group pavilion with restrooms were also provided in the design phase but are not being constructed with Phase One of the project.

DISCUSSION:

Lose and Associates, Inc. has completed the design and construction documents for Phase One of the Regional Park. Bids were opened on February 6, 2015. Lose and Associates, Inc. has provided the attached Contract Amendment #2 to include the construction administration services for phase one construction of the park. Services that will be provided include construction site visits during critical items, evaluation of construction material submittals and shop drawings, confirming quantities for payment applications, coordination with the construction testing firm, reviewing and approving change orders and payment applications and maintaining a set of record drawings. The proposal includes utilizing subconsultant Garver Engineers, a local engineering company, for required onsite construction observation of roadway and other earthwork activities. The size of the project and scope of work required for adequate construction administration is beyond what city staff can accommodate given current work loads. If approved, Lose and Associates, Inc. will provide construction administration services from March 2015 through September 2016.

BUDGET/STAFF IMPACT

This project is funded with Parks Development, Park Land Dedication and HMR bond funds. The cost of \$322,137 is accounted for in project number 02002.1 – Regional Park.

Attachments:

Staff Review Form

Resolution No. 223-13

Resolution No. 98-14

Amendment #2 Signed by Lose and Associates, Inc.

RESOLUTION NO. 223-13

A RESOLUTION AWARDING RFQ #13-13 AND AUTHORIZING A CONTRACT WITH LOSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$86,735.00 FOR LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF A REGIONAL PARK MASTER PLAN AND A PRELIMINARY GRADING AND DRAINAGE PLAN, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

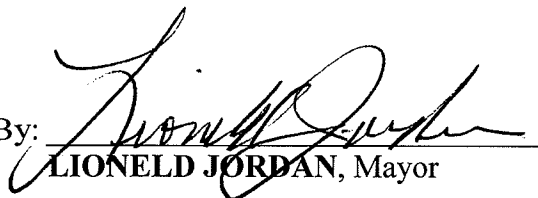
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #13-13 and authorizes a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and further approves a ten percent (10%) project contingency.

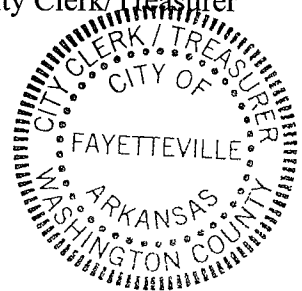
PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 98-14

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL LANDSCAPE, ARCHITECTURAL AND ENGINEERING SERVICES WITH LOSE AND ASSOCIATES, INC. IN THE AMOUNT NOT TO EXCEED \$726,022.00 FOR DESIGN AND CONSTRUCTION DOCUMENTATION OF THE REGIONAL PARK

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

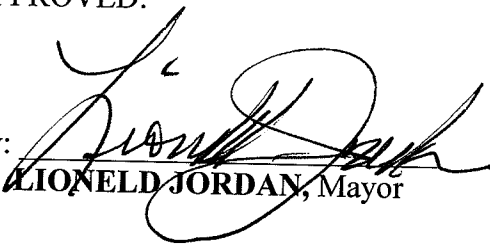
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed \$726,022.00 for design and construction documentation of the Regional Park and authorizes Mayor Jordan to sign Amendment No. 1.

PASSED and APPROVED this 6th day of May, 2014.

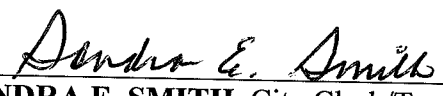
APPROVED:

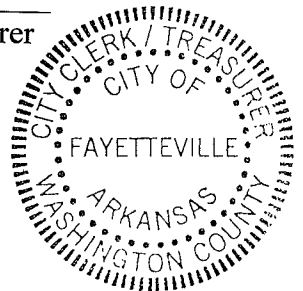
ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



AMENDMENT TO AGREEMENT FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND ENGINEERING SERVICES
CITY OF FAYETTEVILLE
Fayetteville, AR
CONTRACT AMENDMENT NO.2
Fayetteville Regional Park

This Contract Amendment No.2 dated _____, 2015 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and LOSE AND ASSOCIATES dated November 5th, 2013 for professional landscape architectural, architectural and engineering services in connection with the Regional Park Master Plan (the "Project"). This Contract Amendment No.2 adds construction administration services, as described herein.

The contract is hereby modified as follows:

SECTION 2 – BASIC SERVICES OF ENGINEER

The following Sections add to corresponding Sections in the original contract.

- 2.1 Perform professional services in connect with the Project as herein stated.
 - 2.1.1 The additional Scope of Services to be furnished by LOSE AND ASSOCIATES during the Project is included as Appendix A attached hereto and made a part of this Agreement.

SECTION 5 - PAYMENTS TO LOSE AND ASSOCIATES

5.1 Compensation

CITY OF FAYETTEVILLE shall pay LOSE AND ASSOCIATES an additional amount not to exceed **\$322,137** for Phase One Construction Administration services in accordance with the provisions described in the following paragraphs. CITY OF FAYETTEVILLE shall pay LOSE AND ASSOCIATES for Phase One Construction Administration services rendered on the project at the rates shown in the attached Appendix B. Under-runs in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of LOSE AND ASSOCIATES, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

LOSE AND ASSOCIATES

By: Chris Camp
Chris Camp, ASLA

Attest: _____

Title: President

AMENDMENT NO. 2 APPENDIX A – SCOPE OF SERVICES

The following Scope of Services for the Construction Phase Services shall be added to the previously approved Scope of Services contained in Amendment No. 1.

2.14 Construction Phase Services

Item 1. General Park Development and Architectural Construction Administration (Lose & Associates, Parson Engineering and Matthew Cramer, Architect)

During the construction phase of work, Lose & Associates, Inc. will accomplish the following for the specific items designed by Lose & Associates, Inc. and consulting team members outside of the roadway project including the sports field construction, restroom concessions buildings, playgrounds, parking lots, sidewalks, landscaping and irrigation throughout the entire project:

1. Issue a Notice to Proceed letter to the Contractor.
2. Prepare for and attend a preconstruction meeting with the contractor and city officials.
3. Attend monthly progress/coordination meetings with the Client/Owner/Contractor. A monthly site visit memo will be prepared to document observations. Appropriate staff and consulting team members will attend these meetings.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Lose & Associates and consulting team members 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. Lose & Associates, Inc. and consulting team members 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, Lose & Associates, Inc. and consulting team members 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.
5. Issue instructions to the Contractor on behalf of the Client/Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Provide coordination with the construction materials testing firm.
7. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and make a recommendation to the Owner regarding payment. Lose & Associate's recommendation for payment shall not be a representation that Lose & Associates, Inc. or consulting team 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.

8. Maintain a set of working drawings and prepare and furnish record drawings.

9. When authorized by the Client/Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial design changes are required in the preparation of these change order documents, the Client will pay Lose & Associates Inc, and consulting team members an additional fee to be agreed upon by the Client and Lose & Associates.

10. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Item 2 General Park and Roadway Construction Administration Services (Sub-Consultant Garver Engineering)

2.15 Construction Phase Services During the construction phase of work, Garver will accomplish the following for the specific items designed by Garver including the public portions of the Street, Drainage, Water and Sewer Infrastructure improvements:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Prepare for and attend a franchise utilities coordination meeting.
3. Attend monthly progress/coordination meetings with the Client/Owner/Contractor.
4. 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.
5. Issue instructions to the Contractor on behalf of the Client/Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Provide coordination with the construction materials testing firm.
7. Review the Contractor's progress payment requests based on the actual quantities of streets and drainage items completed and accepted, and 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.
8. Prepare and furnish record drawings of the public portions of the Street and Drainage System.
9. Provide part-time resident construction observation services for 210 of the 512-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during 210 of the 512-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Client wishes to

increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.

10. When authorized by the Client/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 Client will pay Garver an additional fee to be agreed upon by the Client and Garver.

11. 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 Client/Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- 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,

Summary of Services:

The Lose team will endeavor to protect the Client and Owner against defects and deficiencies in the work of the Contractor(s); but the Lose team 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 the Lose team observes that the Contractor's work does not comply with the construction contract documents, the Lose team will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. The Lose team will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Lose team representatives will notify the Client and Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken. 2.15 Project

Deliverables:

The following additional items will be submitted to the Client/Owner, or others as indicated, by Lose & Associates:

1. Two copies of approved shop drawings/submittals from the Contractor.
2. One hard copy set of Record Drawings.
3. Electronic files as requested.

**APPENDIX B CITY OF FAYETTEVILLE, FAYETTEVILLE REGIONAL PARK Phase 1 - AMENDMENT 2
CONSTRUCTION PHASE SERVICES WORK TASK FEES SPREADSHEET**

See attached spreadsheet for project hour for construction administration activities.

APPENDIX B – Hourly Rates

LOSE & ASSOCIATES, INC.

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Principal LA/President	\$185.00	
Principal I/Vice President/E5	\$198.00	
Principal II/Vice President/E4	\$163.00	
Sr. Environmental Biologist/E3	\$140.00	
E2	\$116.00	
E1	\$100.00	
T-1	\$ 81.00	
C-2	\$ 124.00	
Consultant Architect	\$125.00	
Electrical Engineer PM.....		\$150.00
Principal Civil, Division Director, President Emeritus/P2		\$137.00
Senior Landscape Architect, Architect, and Engineer/P1		\$108.00
Certified Park & Recreation Specialist		\$100.00
Engineer Specialist/Project Coordinator, Electrical Designer		\$ 90.00
Landscape Architect I, Architect I, Engineer I, Project Manager I.....		\$ 90.00
T-2.....		\$ 86.00
Landscape Architect II, Architect II, Engineer II, Project Manager II		\$ 80.00
Land Planner I, Intern Architect I, Engineer in Training I		
GIS Specialist I, Assistant Graphic Designer I T-1		\$ 76.00
Land Planner II, Intern Architect II, Engineer in Training II		
GIS Specialist II, Assistant Graphic Designer II.....		\$ 70.00
Technician		\$ 65.00
Corporate Controller		\$ 65.00
Marketing Director		\$ 60.00
Assistant Accounts Manager, Administrative Assistant I		\$ 45.00
Administrative Assistant II		\$ 35.00

Reimbursable Expenses

Prints	cost + 15%
Postage and Shipping	cost + 15%
Copies	cost + 15%

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt.

Fayetteville Regional Park Phase 1 Construction Administration Fee Schedule				E-5	E-4	E-3	E-2	E-1	T-1	C-2	TOTAL
	\$198.00	\$163.00	\$140.00	\$116.00	\$100.00	\$81.00	\$124.00				
Item 1. General Park Development and Architectural Construction Administration											
Issue a Notice to Proceed letter to the Contractor.											
Prepare for and attend a preconstruction meeting with the contractor and city officials.											
Attend monthly progress/coordination meetings with the Client/Owner/Contractor. (17)											
Evaluate and respond to construction material submittals and shop drawings.											
Issue instructions and necessary clarifications (respond to RFIs) regarding the construction contract documents.											
Provide coordination with the construction materials testing firm.											
Review the Contractor's progress payment requests.											
Maintain a set of working drawings and prepare and furnish record drawings.											
Prepare change orders construction contract documents.											
Final project inspection, prepare punch list, review final project closing documents, and submit final pay request											
One year warranty walkthrough											
Four site visits for trouble shooting											
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	0	0	0	1021
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$131,325.00
Item 2. General Park and Roadway Construction Administration Services											
Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.	3				6		12				
Prepare for and attend a franchise utilities coordination meeting.			8		12						
Attend monthly progress/coordination meetings with the Client/Owner/Contractor.	12				40		40				
Shop drawings road			4		20						
Resident construction observations for public infrastructure (150days 4 hours per day)							600				
General coordination with client and city (8 hours per month)	20		12		80						
Issue instructions and necessary clarifications (respond to RFIs) regarding the construction contract documents.	8		10		30						
Onsite meetings	20		20		30		30				
Provide coordination with the construction materials testing firm.					10		24				
Review the Contractor's progress payment requests.			2		30		12				
Prepare change orders.	4		16		20		20				
Final project inspection, prepare punch list, review final project closing documents, and submit final pay request	4		4		12		16				
Record drawing			2		8	16					
Subtotal Civil Engineering	71	0	78	0	298	16	754				
Structural Engineering											
Response to inquiries			12								
Shop drawing review/submittals			18								
Onsite inspections(2)			16								
Subtotal Structural Engineering			46								
Mechanical Engineering											
Response to inquiries		12									
Shop drawing review/submittals		16									
Onsite inspections(2)		16									
Subtotal Mechanical Engineering		44									
GARVER TEAM HOURS											
GARVER FEE	\$14,058.00	\$7,172.00	\$17,360.00	\$0.00	\$29,800.00	\$1,296.00	\$93,496.00				\$163,182.00
Total Fee Subtotal											
											\$294,507.00
Travel, Mileage, Printing, Shipping & Administrative Cost											
											\$27,630.00
TOTAL FEE											
											\$322,137.00

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Parks & Recreation	Adjustment Number
2015	Dept.: Parks & Recreation	
	Requestor: Alison Jumper	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff requests a change order #3 to the contract with Lose & Associates for construction administration related to the Regional Park in the amount of \$322,137.00 Contract 2304. PO 13-0491.

Total expense budget increase to Project 02002 is \$105,137 with an increase in Greenspace revenue of \$83,029.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/3/2015
	LEGISTAR FILE ID#:	2015-0092
	<i>Kevin Springer</i> 2/20/2015 10:44 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	64,296	64,296	v.20150102				
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
2250.9255.5806.00	105,137	-	02002	7000	EX	Park Improvements	
2250.0925.4419.02	-	83,029	02002	9600	RE	Greenspace Fees - SW	
2250.9256.5314.00	(18,733)	-	13001	1	EX	Professional Services	
2250.0925.4419.02	-	(18,733)	13001	1	RE	Greenspace Fees - SW	
2250.9255.5314.00	(10,812)	-	02013	1	EX	Professional Services	
2250.9255.5314.00	(2,217)	-	02014	1	EX	Professional Services	
2250.9255.5314.00	(9,079)	-	13001	1	EX	Professional Services	
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0093

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C.7

GRUBBS, HOSKYN, BARTON & WYATT, INC. (REGIONAL PARK)

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR CONSTRUCTION MATERIALS TESTING FOR PHASE ONE OF THE REGIONAL PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$91,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for construction materials testing for Phase One of the Regional Park Project in an amount not to exceed \$91,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution and made a part hereof, recognizing \$91,000.00 in park land dedication funds.

City of Fayetteville Staff Review Form

2015-0093

Legistar File ID

3/3/2015

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

Alison Jumper

2/13/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. in the amount of \$91,000.00 for the Construction Materials Testing for Regional Park Phase One construction and a budget adjustment recognizing \$91,000 in Park Land Dedication Funds.

Budget Impact:

2250.9255.5806.00

Parks Development

Account Number

Fund

02002.8000

Regional Park

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 7,693,006.00

Funds Obligated \$ 179,181.59

Current Balance \$ 7,513,824.41

Does item have a cost? Yes

Item Cost \$ 91,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 91,000.00

Remaining Budget \$ 7,513,824.41

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: See Legistar Items 2015-0088 and 2015-0092 for related Budget Adjustment information.

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

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

FROM: Alison Jumper, Park Planning Superintendent

DATE: February 19, 2015

SUBJECT: Resolution to approve a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for Construction Materials Testing for Regional Park Phase One Construction

RECOMMENDATION:

Staff recommends approval of a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. in the amount of \$91,000 for the Construction Materials Testing for Regional Park Phase One construction and a budget adjustment recognizing \$91,000 in Park Land Dedication Funds.

BACKGROUND:

The City of Fayetteville has been planning for a Regional Park since 2002. Through an intensive site selection process, a site was selected and approved by the Parks and Recreation Advisory Board and City Council in 2003. In 2010 approximately 200 acres were generously donated by Chambers Bank for the park.

The Regional Park will be the largest multi-purpose park in the City of Fayetteville and will serve approximately tens of thousands of citizens each year. Additionally, at full build out the estimated \$28 million park will generate revenue for the city through hosting tournaments and special events.

Bid 14-46 for Regional Park Phase One construction was opened February 6, 2015. Crossland Construction Company, Inc. was the low bidder. If awarded, construction is anticipated to begin in April 2015 and be completed by the end of 2016. Materials testing by an independent company is required during construction to ensure materials provided meet project specifications. Materials include concrete, asphalt, aggregate, earthwork; masonry; structural steel, including weld testing; and concrete waterproofing.

DISCUSSION:

Grubbs, Hoskyn, Barton & Wyatt, Inc. has submitted qualifications in response to RFQ 15-01, Engineering & Architectural Services, and meets the requirements outlined in the Request for Qualifications to perform construction materials testing services. They have been selected for this work through a professional selection committee in February of 2015 based on their

qualifications and in accordance with Policy and Procedures, PU-12 Professional Services Selection Process.

BUDGET/STAFF IMPACT:

The total project is funded with Parks Development funds, Park Land Dedication, HMR bond funds and Transportation bond funds. The cost of \$91,000 is accounted for in project number 02002.1.

Attachments:

Agreement with Grubbs, Hoskyn, Barton & Wyatt, Inc.
Budget Adjustment
Purchase Request



P.O. Box 1248
Springdale, Arkansas 72765
341 West County Line Road 72764
(479) 756-5999
FAX (479) 756-1749

February 12, 2015
Proposal No. SP15-008

City of Fayetteville-Parks and Recreation Division
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

Attn: Ms. Alison Jumper, PLA, ASLA
Park Planning Superintendent

**SUBJECT: CONSTRUCTION MATERIALS TESTING SERVICES
FAYETTEVILLE REGIONAL PARK- PHASE I
FAYETTEVILLE, ARKANSAS**

Dear Ms. Jumper:

We are pleased to submit this proposal and cost estimate for providing construction materials testing services for the above referenced project. This proposal and cost estimate have been prepared based on our review of the project plans and specifications, the preliminary construction schedule dated February 3, 2015, bid quantities in Addendum 10 dated February 3, 2015, and our on-going conversations with you. GHBW submitted a geotechnical study for the project on March 11, 2014 (GHBW Report No. 14-008).

The first phase of the project consists of a baseball complex, a soccer complex, restrooms and concession stands at each of the complexes, parking and drives, new streets, and numerous concrete sidewalks and aprons. Mass site grading involving large cuts and fills will be required for site grading. The new street will be asphalt with concrete curb and gutter. Some heavy-duty concrete drives are also included.

Grubbs, Hoskyn, Barton & Wyatt, Inc. has a long history of providing quality geotechnical and materials testing services in Arkansas and surrounding states. A brief Statement of Qualifications is enclosed as Attachment A for your review. Our laboratory is certified by the Arkansas Highway and Transportation Department (AHTD) and the American Association of State Highway and Transportation Officials (AASHTO). Copies of these certifications are enclosed as Attachment B.

Scope of Services

We have based our scope of services on our review of the project plans and specifications, preliminary scheduling information, quantities provided in the bid document, our geotechnical report dated March 11, 2014, and our experience with projects of similar size and scope. Our scope of services is expected to include but not limited to testing related to excavation and site grading, foundation installation, reinforcement, slab-on-grade, masonry, concrete, road base and asphalt. Laboratory testing is expected to include but not limited to Proctors, soil classification, concrete cylinder breaks and limited tests related to masonry and grouts.

Personnel and Scheduling

For cost estimation, we have assumed that full-time testing will be required for a period of 3 months during mass grading. The remainder of our testing and inspection services is expected to be provided on an on-call basis. We have also assumed visits by the Project Engineer and Principal Engineer will be periodically required for meetings, coordination and consultation. For this project, we plan to provide the following personnel and hourly rates as follows:

CMT Technician	\$55.00/hour
Technician Supervisor	\$65.00/hour
Structural Steel Inspector (CWI)	\$75.00/hour
Project Engineer	\$95.00/hour
Principal Engineer	\$125.00/hour
Report Preparation and Reproduction	\$45.00/hour

Hourly rates include equipment for field testing, i.e. nuclear density machines, concrete testing equipment, and concrete cylinder molds. Hourly rates also apply to travel time to the job site plus \$0.50 per mile for mileage.

Resumes for key personnel with which we plan to staff the project are enclosed as Attachment C.

Cost Estimate

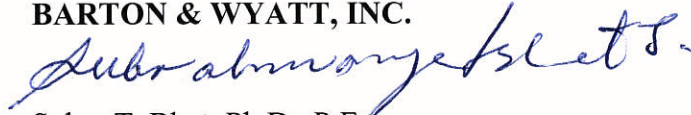
Based on our understanding of our scope of work, the construction schedule and estimated material quantities, the cost of materials testing services is estimated on the order of **\$91,000**. This estimate includes work performed on-site, engineering services, laboratory testing, and reporting costs. A cost estimate detail that outlines the assumptions used to arrive at the cost estimate is enclosed as Attachment D for your reference.

The cost estimate may be considered not to exceed for the scope of services and assumptions outlined in the cost estimate detail. We will not exceed the stated amount without prior authorization. Any additional charges for services provided will be based on our Standard Schedules of Fees 40.01, 42.07, and 46.02, enclosed as Attachment E.

We appreciate the opportunity to submit this proposal and cost estimate and look forward to working with you on this project. We are confident that we have the expertise and resources to provide these services in a competent and timely manner. If you have questions about the proposal and cost estimate or if tasks should be added or deleted from the scope of services, please call. If the scope of work and cost estimate are acceptable, please return one signed copy as authorization.

Sincerely,

**GRUBBS, HOSKYN,
BARTON & WYATT, INC.**



Subra T. Bhat, Ph.D., P.E.
Principal/Manger of Springdale Office

Attachment A: Statement of Qualifications
Attachment B: Laboratory Certifications
Attachment C: Resumes
Attachment D: Cost Estimate Detail
Attachment E: Schedule 40.01 (April 2008)
Schedule 42.07 (April 2014)
Schedule 46.02 (June 2014)

Copies Submitted: City of Fayetteville- Parks and Recreation Division
Attn: Ms. Alison Jumper, PLA, ASLA (email)
Park Planning Superintendent

Date

Signature

ATTACHMENT A

GRUBBS, HOSKYN, BARTON & WYATT, INC.
GEOTECHNICAL and MATERIALS TESTING CONSULTANTS

STATEMENT OF QUALIFICATIONS

Introduction

Grubbs, Hoskyn, Barton & Wyatt, Inc. is a geotechnical consulting firm located in Little Rock (Headquarters) and Springdale, Arkansas. The firm was established as Grubbs Consulting Engineers, Inc. in 1964 in Fayetteville, Arkansas and moved to Little Rock in 1966. In addition to the main office in Little Rock, Grubbs, Hoskyn, Barton & Wyatt also has a branch office in Springdale, Arkansas.

The practice of **Grubbs, Hoskyn, Barton & Wyatt, Inc.** can be divided into four principal phases: (1) geotechnical engineering analyses and design; (2) field instrumentation, measurement and laboratory testing; (3) subsurface exploration; and (4) engineering services for construction. The firm includes over 60 persons, including engineers; geologists; soils, laboratory, and materials technicians; drillers; and support personnel. The engineering group includes seven (7) Registered Professional Engineers and two (2) Engineer Interns.

Specialized Experience

Grubbs, Hoskyn, Barton & Wyatt, Inc. has performed geotechnical studies and presented recommendations for design and construction of fossil and nuclear power plants, high rise office buildings, hotels, warehouses, schools, major highway and railroad river bridges, earth dams, retaining walls, levees, revetments, drainage structures, pumping stations, proposed and existing landfill sites, hazardous waste sites including Superfund sites, and port facilities. The project sites have been located in a variety of geologic regions including the Mississippi Embayment, Ozark Mountains, Ouachita Mountains, Gulf Coastal Plain, and Loessial terrace areas.

Engineering studies for design of structures on or adjacent to rivers and lakes have included analysis of local and ground scour potential, development of river channel and bank stabilization and analysis of deep pile and pier foundation systems. Projects involving bridge design have required engineering studies for large slurry pier and dredged caisson foundations and load testing and selection of construction specifications and procedures. Marine projects include studies on the Arkansas, Red, Ouachita, and Mississippi Rivers.

Investigations, studies and analyses frequently required detailed evaluation of groundwater conditions, soil permeability and development of data for evaluating underseepage potential and the design of seepage controls including slurry walls and dewatering systems. The studies of groundwater related problems have involved the installation of both temporary and permanent piezometers, groundwater monitoring wells, and various types of in-situ permeability tests. Evaluation of the potential for seepage in rock strata has involved the performance of pressure and flow tests using open and double packer methods.

Studies have also required analysis and monitoring of slope stability in fills and deep cuts for highway embankment and for emergency spillway areas and development of recommendations for treatment of potentially unstable soil or rock zones. Borrow area evaluations have consisted of both test pit and sample boring investigation, determination of engineering properties and development of fill placement and compaction criteria for both homogeneous and zoned embankments of soil and rock fill design. Particular attention has been given to developing methods of using available soil and rock materials from reservoir borrow areas and emergency spillway cuts in the embankments to reduce the project cost.

Subsurface Exploration

To perform the necessary data gathering for evaluation of soil and geological conditions, our firm has an equipment complement which includes one Failing 1500, two Mobile B-53's, one SIMCO 2400, one all-terrain vehicle-mounted Mobile B-53 and one all-terrain vehicle-mounted Hilyard Super rig. Special sampling and field testing has also been accomplished using down-hole vane shear apparatus and cone penetrometers. Rock exploration capabilities include standard NX and NQ_{wl} coring capabilities.

Our exploration equipment is suitable for mounting on marine equipment. We have used tugboats with barges moored with four-point anchor spread, spud barges, and sectional barges. We have drilled in major streams, such as the Mississippi River and Arkansas River, lakes including Beaver Lake and Lake Hamilton, and smaller bodies of water.

Laboratory Testing

Grubbs, Hoskyn, Barton & Wyatt, Inc. laboratory operations use state-of-the-art equipment and methods for performing routine and specialized tests on soil and rock. Testing capabilities include: water content, specific gravity, density, Atterberg Limits, grain-size from sieve analyses and hydrometer, permeability using constant-head and falling-head and flexible-wall apparatus, shrinkage tests, maximum and minimum density tests, pin-hole dispersion, resistivity, pH and chemical analyses, triaxial shear and direct shear tests, consolidation tests and Standard and Modified Proctor moisture-density tests. Our Little Rock laboratory facility is periodically inspected by AASHTO, the US Army Corps of Engineers, Center for Training Transportation Professionals (CCTP), and CCRL. Laboratory certification information is attached.

Construction Services and Materials Testing

Foundation and earthwork construction is characterized by the presence of a calculated risk that soil and groundwater conditions have been fully revealed by the original foundation investigation. This risk derives from the practical necessity of basing interpretations and design conclusions on a limited sampling of the earth. The services of **Grubbs, Hoskyn, Barton & Wyatt, Inc.** extend into the construction phase of projects to aid in minimizing such risks.

By observing various phases of excavation and foundation construction, our field representative is able to recognize both the expected and unexpected variations in subsurface conditions, to interpret their significance, and to make prompt recommendations for action when needed.

Other construction services provided by **Grubbs, Hoskyn, Barton & Wyatt, Inc.** include advice and assistance in the selection of fill materials; quality control of compacted fills; inspection during construction of pile, piers, mat, and footing foundations; quality control and testing of concrete, structural steel and asphalt. Often, for large projects, it is desirable to establish an on-site laboratory so that quality control (QC) testing can more readily be coordinated with construction surveillance.

ATTACHMENT B

American Association of State Highway and Transportation Officials

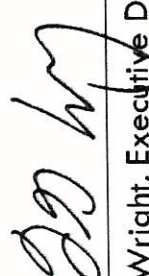
AASHTO Accreditation Program Certificate of Accreditation

This is to signify that

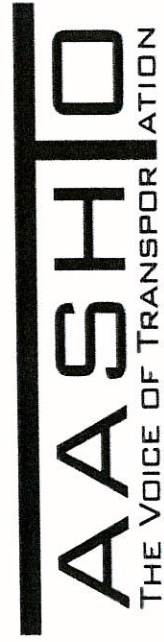
Grubbs, Hoskyn, Barton & Wyatt, Inc.
in
Springdale, Arkansas

has demonstrated proficiency for the testing of construction materials and has conformed to the minimum requirements established in AASHTO R 18 set forth by the AASHTO Highway Subcommittee on Materials (HSOM).

The scope of accreditation can be viewed on the AAP Directory of Accredited Laboratories on www.amrl.net.


Bud Wright, Executive Director


Moe Jamshidi, AASHTO HSOM Chair





Laboratory No.
905700

CTTP

Center for Training
Transportation Professionals

Laboratory Certification Program



Expiration Date:
11/19/14

This document asserts that

Grubbs, Hoskyn, Barton, & Wyatt, Inc.
Springdale Laboratory
Springdale, AR

is certified to perform quality control testing under the specifications shown below, for a time period to expire on the date shown above.

AASHTO	
T 2	Sampling Aggregates
T 11	Washing
T 27	Sieve Analysis
T 84	Fine Agg. Sp. Gr.
T 85	Coarse Agg. Sp. Gr.
T 248	Splitting/Quartering
T 255	Moisture Content

Aggregate


Director, CTTP



Laboratory No.
905700

cttp

Center for Training
Transportation Professionals

Laboratory Certification Program



Expiration Date:
11/19/14

This document asserts that

Grubbs, Hoskyn, Barton, & Wyatt, Inc.
Springdale Laboratory
Springdale, AR

is certified to perform quality control testing under the specifications shown below, for a time period to expire on the date shown above.

Portland Cement Concrete

AASHTO

M 201 Tanks/Moist Rooms
M 205 Single Use Molds
R 60 Sampling Concrete
T 21 Organic Impurities
T 22 Comp. Strength
T 23 Cylinders

AASHTO

T 119 Slump
T 121 Density
T 152 Air Content
T 231 Capping Cylinders
T 309 Temperature

Stacy Williams
Director, CTTP



Laboratory No.
905700

CTTP

Center for Training
Transportation Professionals

Laboratory Certification Program



Expiration Date:
11/19/14

This document asserts that

**Grubbs, Hoskyn, Barton, & Wyatt, Inc.
Springdale Laboratory
Springdale, AR**

is certified to perform quality control testing under the specifications shown below, for a time period to expire on the date shown above.

Soil

AASHTO

T 89 Liquid Limit
T 90 Plastic Limit
T 99 Standard Proctor

AASHTO

T 180 Modified Proctor
T 265 Moisture Content
T 310 Nuclear Density

Stacy Williams
Director, CTTP

ATTACHMENT C

GRUBBS, HOSKYN, BARTON & WYATT, INC.

341 West County Line Road, Springdale, Arkansas, 72209

Phone: 479-756-5999

Fax: 479-756-1749

SUBRA T. BHAT, Ph. D, P.E., Principal/ Manager of Springdale Office

EDUCATION: Bachelor of Science, Civil Engineering, Karnataka Regional Engineering College, Surathkal, India, 1984
Master of Science, Geotechnical Engineering, Indian Institute of Science, Bangalore, India, 1987
Ph.D, Geotechnical Engineering, Purdue University, West Lafayette, Indiana, 1995

REGISTRATION: Professional Engineer: Arkansas, Ohio, Indiana, Oklahoma

AFFILIATION: American Society of Civil Engineers, National Society of Professional Engineers

EMPLOYMENT SUMMARY:

2004-present Principal/ Manager of Springdale Office
Grubbs, Hoskyn, Barton & Wyatt, Inc.

2002-2004 Manager, Springdale Office
Grubbs, Hoskyn, Barton & Wyatt, Inc.

1999 - 2002 *Senior Project Engineer*
Grubbs, Hoskyn, Barton & Wyatt, Inc.

1997 - 1999 *Project Engineer*
Solar Testing Laboratories, Inc., Cleveland, Ohio

1996 - 1997 *Visiting Assistant Professor*
Purdue University, West Lafayette, Indiana

1987 - 1992 *Scientist*
National Institute of Oceanography, Goa, India

1985 *Lecturer in Civil Engineering*
Karnataka Regional Engineering College, Surathkal

EXPERIENCE AND BACKGROUND:

The professional experience of Dr. Bhat includes more than fifteen (15) years of research, teaching and geotechnical engineering consulting practice. Among the projects that Dr. Bhat has been involved are soil and foundation investigations for a variety of industrial and residential structures, airport structures, elevated water tanks, parking decks, power plants, roadways, highway bridges, waste water treatment plants, water treatment plants, levees, slope stability analysis and failure investigation of embankments and other structures.

Among the projects Dr. Bhat has been involved include William J. Clinton Presidential Center project at Little Rock and numerous highway projects in Arkansas including I-40 bridges, I-30 bridges, failure investigation of US Hwy 70 bridge over Lake Hamilton at Hot Springs and US Hwy 67 relocation project,

Perry Road Interchange in Rogers, Pleasant Grove Road overpass in Rogers, South Quad Parking deck at Fayetteville, West Side Waste Water Treatment Plant in Fayetteville, East Collector System in Fayetteville, Carol Ann Cross Dam in Fort Smith, Beaver Water Expansion Project in Lowell, 9-story Legacy Building (condominium) in Fayetteville, 17-story East Square hotel/condominiums in Fayetteville and numerous school, roadway and bridge projects, airport projects, and commercial and residential development projects in northwest Arkansas.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

Kyle A. Bennett, P.E. Project Engineer

EDUCATION: BSCE, University of Arkansas, 2001
MSCE (Geotechnical), University of Arkansas, 2005

REGISTRATION: Registered Professional Engineer, Arkansas

AFFILIATIONS: Chi Epsilon National Civil Engineering Honor Fraternity

EMPLOYMENT SUMMARY: 2005 – Present *Project Engineer*
Grubbs, Hoskyn, Barton & Wyatt, Inc., Springdale, AR
2004 – 2005 *Staff Engineer*
Grubbs, Hoskyn, Barton & Wyatt, Inc., Springdale, AR
2002 – 2004 *Research Assistant*
Major Professor: Dr. Norman D. Dennis, PhD., P.E.
University of Arkansas, Fayetteville, AR

GENERAL EXPERIENCE AND BACKGROUND:

Mr. Bennett's duties have included coordination and scheduling of geotechnical field exploration, evaluation of site conditions, examination of subsurface soil samples and assignment of pertinent laboratory testing, completion of geotechnical engineering analysis and design for foundation, retaining wall, below-grade wall, embankment and pavement recommendations, slope stability analyses, and site construction feasibility studies. Mr. Bennett is responsible for preparation of both large- and small- scale project Geotechnical reports and for developing proposals for Geotechnical studies. Field assignments have included evaluation of undercut requirements, field verification of foundation bearing capacity, field verification of subgrade stability, and drilled pier inspection.

In his capacity as a research assistant at the University of Arkansas, Mr. Bennett designed and assembled a system to evaluate the resilient moduli of pavement systems using the Spectral Analysis of Surface Waves (SASW) technique. Testing of the assembled system included planning and coordination of field-testing at 11 sites throughout the state of Arkansas in conjunction with the Arkansas Highway and Transportation Department.

TECHNICAL PAPERS:

"Determination of Resilient Moduli of Flexible Pavement Systems Using Spectral Analysis of Surface Waves" unpublished MSCE Thesis, University of Arkansas, Fayetteville, Arkansas, 2005.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

TALLEY FAULKNER - Laboratory Supervisor / Radiation Safety Officer / IT Specialist / Senior Engineering Asst.

Certifications & Training:

- Radiation Safety Officer Training
- Gauge Safety Training
- Hazmat
- Basic Aggregates - CTTTP
- ACI Concrete Field Testing
- Soils Testing Technician - CTTTP
- ACI Concrete Strength Training Technician

Employment Summary:

- 02/13 - Present: Laboratory Supervisor / Radiation Safety Officer / IT Specialist / Senior Engineering Asst.
Grubbs, Hoskyn, Barton & Wyatt, Inc.
- 10/07 - 02/13: Radiation Safety Officer / IT Specialist / Senior Engineering Asst.
Grubbs, Hoskyn, Barton & Wyatt, Inc.
- 08/06 - 10/07: IT Specialist / Engineering Assistant
Grubbs, Hoskyn, Barton & Wyatt, Inc.
- 07/05 - 07/06: Customer Service Representative
Arvest Bank
- 06/02 - 07/05: General Labor
Sara Lee Bakery

Grubbs, Hoskyn, Barton & Wyatt, Inc. - Springdale, Arkansas Office

Duties as Laboratory Supervisor include maintaining all records related to laboratory equipment and calibration, ensuring all in-house and outside calibrations are performed in a timely manner and technician training is current. Duties as Radiation Safety Officer include maintaining all records related to safety/operation of nuclear gauges, yearly leak tests, yearly verification of gauges, quarterly inventory and survey; Duties as Senior Engineering Assistant include reporting concrete break reports, communicating with clients regarding low breaks/etc., preparing boring logs and profiles using gINT and Autocad, maintaining all engineering report filing systems. Duties as IT Specialist include diagnosing and repairing workstation components, maintaining electronic filing backup and antivirus software, maintaining iphones and other smarthphone devices.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

SID AMEDEE, SENIOR MATERIALS TECHNICIAN

TRAINING:

Asphalt mix design, 40 hours.
University of Arkansas, Fayetteville, AR.

Nuclear Training #30393 – Troxler

Asphalt Plant Certification #21
Arkansas Highway Transportation Department.

Basic Aggregates Certification #1092 – CTTT
Fayetteville.

Hot-Mix Technician #1092, 2001-CTTP

PCC Technician #1092, 2006 CTTT

Soils/ Aggregates Technician #1092, 2007 CTTT

National Swimming Pool Foundation
CPO Registration #71-125764

EDUCATION:

Warren Easton High School, Canal Street, New Orleans, LA
Graduated – 1968

L.S.U.N.O., New Orleans, LA
Attended – One year

EMPLOYMENT:

1969-Feb 10, 1972 U.S. Navy, NAS New Orleans, Belle Chasse, LA

Structural Mechanic – Responsible for any structural damage to aircrafts.
Checking and replacing worn tires, fuel lines, etc.

1972-1986 S.J. Amedee Oil, El Dorado, AR

Owner/pumper/operator – Responsible for daily well checks, pulling wells
and everything from book-keeping to road work.

April 1987 - Feb 2001 Jet Asphalt & Rock Co. 1251 Smackover Highway, El Dorado, AR.
Telephone: (870) 863-7801

Senior Lab Technician – Started as shovel hand and worked up to roller
operator, low boy driver, speed operator on lay-down machine. Began as Lab
assistant in 1990 and became certified in mix design, radiation by Troxler,
and by the Arkansas Highway and Transportation Department as Plant
Inspector. Later promoted to Senior Hot-Mix Asphalt Technician. I was

responsible for all testing procedures in the lab, on the road as required by the A.H.T.D., logging equipment in and out, keeping a lab manual on all equipment, keeping plots on all test reports, ordering and trouble shooting of all equipment in the lab. I was also responsible for the training and performance of the lab assistants in the lab and on the road.

- July 2001 – June 2002 Chapel Ridge Apt. Complex, 301 Morewood Road, El Dorado, AR
Telephone: (870) 862-7900
Maintenance Supervisor – Responsible for 72 units, clubhouse and swimming pool. Maintenance includes plumbing, electrical, carpentry, painting and floor repairs in all units. Swimming pool duties include being certified by American Pool Foundation (CPO) and keeping pool maintained to pass inspections by the Arkansas Health Department.
- June 2002 – Feb 2004 Falk Plumbing Supply Company, 1709 W. Hillsboro, El Dorado, AR
Telephone: (870) 862-3406
Joined the Falk team as a counter salesman. This position enabled me to make contact with all the local plumbers and surrounding counties. Duties included inventory, stocking, opening and closing, making deposits and using the Eclipse System on the computer.
- March 2004 – Sept 2004 City of El Dorado, 204 North West Ave., El Dorado, AR
Telephone (870) 863-4244
Street Department
Supervisor: Wes Slaughter
Duties included: General road maintenance, driving city trucks to the appropriate locations, delivering supplies, some supervision of and helping crews with everyday maintenance.
- Sept 2004 – Jan 2005 Willie's Oasis, 13810 Strong Hwy, Strong, AR
Telephone: (870) 797-2042
Liquor Store
Supervisor: Toby Walden, Owner
Duties included: counter sales, general maintenance, plumbing, structural repair, repair and maintenance of all machinery, cooling units, small engines, as well as forklift driving.
- July 7, 2005 – Present Grubbs, Hoskyn, Barton & Wyatt, Inc., 341 W. County Line Rd, Springdale, AR
Telephone: (479) 756-5999
Started my duties as a Field Technician II with CTTP certifications, #1092 and Troxler training #30393. Duties included testing concrete, making cylinders, running slumps, and testing for air content. Along with this testing, I also ran grout and mortar test with rebar inspections. Responsible for running field density test using a nuclear gauge and roller patterns on asphalt. Further duties included inspecting drill pier operations and reporting all the results to the engineer.

GRUBBS, HOSKYN, BARTON & WYATT, INC.

341 W. County Line Road

Springdale, AR 72764

Phone: 479-756-5999

JOHNATHAN PARKER – CMT Technician / Technician Supervisor

Certifications & Training:

(CTTP #2900)

- Gauge Safety Training (Troxler)
- ACI - Grade I
- Basic Aggregates
- Soils
- Ultrasonic Level II

Education: High School Diploma.

Employment Summary:

- 4/14 - Present: Field Technician
Grubbs, Hoskyn, Barton & Wyatt, Inc.

Grubbs, Hoskyn, Barton & Wyatt, Inc. - Springdale, Arkansas Office

Duties include testing concrete, making cylinders, running slumps, and testing for air content, grout and mortar testing. Responsible for running field density test using a nuclear gauge and roller patterns on asphalt. Further duties include laboratory testing which includes Proctors, concrete cylinder breaks, gradation and soil classification tests. Mr. Parker has worked on various AHTD roadway projects and large scale developments.

- 1/10 - 4/14: Technician
GTS, Inc.

GTS, Inc.

Duties included testing concrete, making cylinders, running slumps, and testing for air content, grout and mortar testing. Responsible for running field density test using a nuclear gauge and roller patterns on asphalt. Further duties include laboratory testing which includes Proctors, concrete cylinder breaks, gradation and soil classification tests. Also bid jobs and performed rebar inspection and undercut observations.

ATTACHMENT D

Cost Estimate for CMT Services
Fayetteville Regional Park
Prepared for City of Fayetteville

GHBW Proposal No. SP15-008
Fayetteville Regional Park
Fayetteville, AR

Cost Estimate Detail

Excavation, Grading & Utilities

Proof-roll & Excavation Observations

Senior Project Engineer: 1 visit/wk x 2 hrs/visit x 13 weeks x \$95/hr = \$2,470

Densities

CMT Senior Tech: 8 hrs/day x 65 days x \$55/hr = \$28,600

Utility Trench Backfill (after completion of mass grading)

CMT Senior Tech: 1 visit/day x 2 hrs/visit x 5 days/wk x 6 wks x \$55/hr = \$3,300

Soccer Complex and Baseball Complex - Special Inspection

Footings, Rebar, Slab-on-grade, Masonry

Senior Project Engineer: 20 visits x 2 hrs/visit x \$95/hr = \$3,800

Concrete (sidewalks, drives, aprons, curb and gutter, junction box, manholes, etc.)

Assume 1 visit/25 yards for sidewalks, drives and aprons and 1 visit/structure for manholes and junction boxes

20 visits for curb and gutter

10 visits for footing and slab-on-grade

100 visits x 2 hrs/visit x \$55/hr = \$11,000

Cylinder pickup: 100 visits x 1 hrs/visit x \$55/hr = \$5,500

Asphalt (Roadway and Parking)

Assume 8 days of placement with 750 tons/day

Senior Technician: 8 days x 8 hrs/day x \$55/hr = \$3,520

Trip Charge

320 visits x 40 miles/visit x \$0.5/mile = \$6,400

Laboratory Testing

Proctors & Classification = \$2,000

Concrete breaks: 100 sets x 8 cyl/set x \$10/cyl (4 cylinders lab cured and 4 cylinders field cured per set) = \$8,000

Special Lab Testing related to Masonry = \$1,000

Meetings and Coordination

Principal: 8 meetings x 2 hrs/meeting x \$125/hr = \$2,000

Report Preparation and Review

Clerical Report Preparation: 2 hrs/wk x 52 wks x \$45/hr = \$4,680

Engineering Report Preparation: 1 hr/wk x 52 wks x \$45/hr = \$2,340

Report Review and Consultation: 1 hr/wk x 52 wks x \$125/hr = \$6,500

Total = \$91,110

Estimated Cost = \$91,000

ATTACHMENT E

**STANDARD FEES AND GENERAL CONDITIONS FOR
ENGINEERING AND TECHNICAL SERVICES**

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton & Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 Analysis, consultation and report preparation. Fees for our professional services are based on the time of professional, technical and clerical personnel directly charged to the project. The fee is computed as 2.4 times salary cost for the chargeable time. Salary cost includes base payroll plus 34 percent for employee benefits, payroll taxes, and payroll insurance. A schedule of hourly rates for engineering and technical personnel by classification is available upon request.

2.2 Reimbursable expenses. Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

- a) for transportation in our company vehicles, \$0.50 per mile
- b) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions**3.1 On-site Responsibilities and Risks**

- a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.
- b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and other property caused by our operations, but we have not included in our fee the cost of repairing such damage. Costs for repair and/or damages will be limited as per Section 3.3.
- c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.
- d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Costs for repair and/or damages will be limited as per Section 3.3.

3.2 Warranty

- a) Services performed by Grubbs, Hoskyn, Barton & Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar

conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.

- b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, including professional errors and omissions, will be limited to our liability insurance coverage. A certificate of insurance is available upon request.

3.4 Invoices and Payment

2/19/15
Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. ~~Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney's fees or other cost incurred in collecting a delinquent amount shall be paid by Client.~~

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for two (2) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton & Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

4.2 Laboratory Testing Fees**4.3 Field Charges for Foundation Investigations****4.4 Rates for Construction Surveillance and Consultation**

LABORATORY AND FIELD TESTING FEES

<u>Test No.</u>	<u>Unit Price</u>
1. CEMENT TESTS	Quoted on Request
2. AGGREGATE TESTS	
<u>Grain Size Tests</u>	
2.1. Sieve analysis fine aggregate and soils, through #200 sieve, each sample	\$ 50.00
2.2. Percent passing a single sieve, each	\$ 30.00
2.3. Grain size tests, coarse aggregate over 5 lb sample weight	\$ 120.00
<u>Properties</u>	
2.5. Specific gravity, per ASTM C128 for fine aggregate, each sample	\$ 60.00
2.6. Specific gravity, per ASTM C127 for coarse aggregate, each sample	\$ 40.00
2.7. Unit weight, each sample	\$ 40.00
2.8. Absorption, each sample	\$ 12.00
2.9. Organic impurities, each sample (ASTM C40)	\$ 40.00
2.10. Soft particle, each sample (ASTM C142)	\$ 80.00
2.11. Sand equivalent, each sample	\$ 120.00
2.12. Flat and elongated particles, each sample (ASTM D4791)	\$ 90.00
<u>Abrasion</u>	
* 2.12.1. Los Angeles Machine (ASTM C 131), each sample	\$ 225.00
* 2.12.2. Los Angeles Machine (ASTM C 535), each sample	\$ 350.00
2.12.3. Crushing and preparing sample, if required	\$ 75.00
<u>Soundness</u>	
* 2.13. Sulfate or Magnesium soundness test (5 cycles)	\$ 500.00
3. CONCRETE STRENGTH TESTS	
<u>Concrete, Mortar or Grout Compressive Strength</u>	
3.1. Cylinder compressive strength test, each	\$ 10.00
3.2. Saw cutting cylinder for capping, each	\$ 10.00
3.3. Cube compressive strength, each	\$ 10.00
<u>Beam Flexural Strength</u>	
3.4. Beam flexural strength test, each	\$ 20.00
3.5. "Hold" specimens processed, but not tested, each	\$ 15.00
<u>Strength Estimate</u>	
3.6. Schmidt concrete test hammer	Quoted on Request
3.7. Windsor probe test, \$30.00 per location (probe costs) plus hourly rate	Quoted on Request
4. CONCRETE MIX DESIGNS	
4.1. Compute mix design using previously determined aggregate properties, each	Engineer Hourly Rate
4.2. Provide mix design/check contractors mix design by preparing trial batch mix using aggregate, admixtures, and cement furnished for use on project, each batch or each curve point	Technician Hourly Rate

4.3. Confirmatory cylinders made in connection with mix design, each.....\$ 10.50

All tests of aggregates, cement and admixtures to determine the basic physical properties and suitability are charged separately.

5. **CORING SERVICES**Quoted on Request

6. **CORE TESTS**

6.1. Capping and testing of cores (with sawing ends), each.....\$ 20.00

7. **SOIL AND BASE MATERIAL TESTS**

Classification and Index Tests

7.1. Water content, per sample.....\$ 5.00

7.2. Liquid and plastic limits, per sample

7.2.1 Method B dry preparation.....\$ 40.00

7.2.2 Method B wet preparation\$ 75.00

7.3. Unit dry weight of sample.....\$ 15.00

7.4. Specific gravity\$ 40.00

7.5. Sieve analysis through #200 sieve, per sample.....\$ 50.00

7.6. Percent passing a single sieve, each.....\$ 30.00

7.7. Hydrometer test, each\$ 100.00

7.8. Double hydrometer, per sample.....\$ 150.00

* 7.9. Permeability of sand, constant head\$ 200.00

* 7.10. Permeability of silt or clay, falling head\$ 150.00

* 7.11. Permeability – Flexwall Test (undisturbed sample)\$ 210.00

* 7.12. Permeability – Flexwall Test (remolded sample)\$ 250.00

* 7.13. Laboratory soil resistivity\$ 85.00

* 7.14. pH\$ 30.00

7.15. Saw Cut Shelby Tube.....\$ 30.00

7.15.1. Shelby Tubes for permeability samples, each\$ 35.00

7.16. Preparation of sample or base material binder, each\$ 50.00

7.17. Sample preparation for soil with admixture, including admixtures and curing, per hour\$ 65.00

Compaction and Control Tests

7.18. Optimum moisture and density relationship

7.18.1. Standard compaction effort, per sample\$ 120.00

7.18.2. Modified compaction effort, per sample.....\$ 140.00

7.19. Laboratory relative density using vibratory table.....\$ 150.00

7.20. In-place density and moisture using nuclear equipmentIncluded In Hourly Technician Rate

7.21. Lime modification optimum (LMO).....Quoted on Request

7.22. Sample preparation: soil mixtures and curing, per hour.....\$ 65.00

Strength Tests

7.23. California bearing ratio (CBR), per specimen (Proctor cost NOT included).....\$ 170.00

7.24. Sample preparation: soil admixtures and curing for compaction and strength tests, per hour\$ 65.00

7.25. Soil-cement or soil-lime testsQuoted on request

7.26. Unconfined compression, soil\$ 30.00

7.27. Unconfined compression, rock (with saw cutting cost).....\$ 45.00

- 7.28. Unconsolidated-undrained – triaxial\$ 35.00
 * 7.29. Consolidated-undrained – triaxial Quoted on Request
 * 7.30. Consolidated-drained – triaxial Quoted on Request
 * 7.31. Consolidated-drained – direct shear\$ 200.00
 * 7.32. Residual strength – direct shear\$ 300.00
 * 7.33. Multi-stage test for triaxial or direct shear Two Times Test Price

Volume Change Tests

- * 7.33. Consolidation\$ 250.00
 * 7.34. Swell test, swell pressure and percent swell\$ 150.00

8. ASPHALTIC CONCRETE MIX DESIGNS

- * 8.1. Provide mix design using aggregates and asphalt
furnished for use on project, Marshall Method.....\$2,500.00
 * 8.2. Compute mix design using previously determined
aggregate properties such as gradation, specific gravity,
and other design factors, each..... Hourly Rate

9. ASPHALTIC CONCRETE TESTS

- 9.1. Molding test specimens, each specimen\$ 40.00
 9.2. Determine laboratory density or percent voids, each specimen\$ 20.00
 9.3. Determine Marshall stability and flow value, each specimen\$ 40.00
 9.4. Maximum theoretical specific gravity\$ 60.00
 9.5. Extraction (percent of bitumen and aggregate gradation)\$ 185.00
 9.6. Laboratory density on field-cut specimen trimmed to size in
laboratory (field cutting of specimens are charged separately)\$ 20.00
 9.7. In-place density of asphalt course using nuclear
equipment..... Hourly Rate

10. MASONRY TESTS**Masonry Compressive Strength**

- 10.1. Mortar cube compressive strength, each.....\$10.00
 10.2. Masonry grout compressive strength, each.....\$10.00
 * 10.3. Masonry prism strength, each.....\$85.00
 * 10.4. Masonry unit block strength, each.....\$40.00

Masonry Mortar Mix Verification

- * 10.5 Mix preparation and casting cubes per ASTM C-270 with flow test,
each set (does not include strength test cost).....\$120.00
 * 10.6 Water retention test (does not include mix preparation cost)\$60.00

11. SPECIAL TESTS

Tests not listed above are performed, whether outside our laboratory at cost plus 15 percent or on an hourly basis (see Schedule 46.02 for Hourly Rates for Engineering and Technical Personnel).

- (1) Securing samples at local projects, plant or from supplier's stock will be charged at an hourly rate for the technician plus travel at \$0.50 per mile.
- (2) Rush assignments requiring unscheduled overtime are subject to a 50 percent surcharge.

* These tests are performed only in our Little Rock Laboratory. Additional charges for shipping or transporting samples from our Springdale Laboratory may be applicable.

**HOURLY RATES FOR
ENGINEERING AND TECHNICAL PERSONNEL**

	Hourly Rates
Senior Principal.....	\$125 to \$165
Principals	\$110 to \$140
Engineer Managers	\$95 to \$120
Sr. Project Engineers.....	\$95 to \$120
Project Engineers	\$85 to \$105
Staff Engineers.....	\$65 to \$85
Technician Supervisor	\$65 to \$85
Senior Technicians.....	\$55 to \$65
CMT or Geotechnical Technicians	\$50 to \$60
Engineering Aides and Draftspersons.....	\$35 to \$50

NOTES:

- (1) Full-time construction surveillance will be quoted at weekly or monthly rates on a job-by-job basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2014

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 BancorpSouth Insurance Services, Inc.- LR PO Box 251510 Little Rock AR 72225-		CONTACT NAME: Michelle Duncan PHONE (A/C, No, Ext): 501-614-1564 E-MAIL ADDRESS: michelle.duncan@bxsi.com FAX (A/C, No): 501-614-1514	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Company	10677
		INSURER B: Hudson Insurance Company	25054
		INSURER C: Accident Fund National Ins Co	12305
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
GRUBHOS-01
Grubbs, Hoskyn, Barton & Wyatt, Inc.
P.O. Box 30970
Little Rock AR 72260-0970

COVERAGES**CERTIFICATE NUMBER:** 2073897087**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			EPP0200724	7/1/2014	7/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			EPP0200724	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EPP0200724	7/1/2014	7/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A			WCV6092098	7/1/2014	7/1/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B A	E&O/Professional Liabilit Cont Ltd Pollution Liab			AEE7251304 EPP0200724	7/1/2014 7/1/2014	7/1/2015 7/1/2015	Each Claim \$5,000,000 Each Incident \$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes
PO Box 30970
Little Rock AR 72260-0970 USA

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

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City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 2/19/2015			
							P.O Number:			
Vendor #: 288		Vendor Name: Grubbs, Hosky, Barton & Wyatt					Mail ☒ YES ☐ NO		Legistar#: 2015-0093	
Address: PO Box 1248					FOB Point:		Taxable ☐ YES ☒ NO			
City: Springdale			State: AR		72765		Ship to code:		Expected Delivery Date:	
Requester: Alison Jumper					2369		444-3469			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Parks Improvements	1	ls	91,000.00	\$91,000.00	2250.9255.5806.00		02002.8000		
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: \$91,000.00			
							Tax: \$0.00			
							Total: \$91,000.00			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2015	Division: Parks & Recreation Dept.: Parks & Recreation Requestor: Alison Jumper	Adjustment Number
----------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff Requests a new contract with Grubbs, Hoskyn, Barton & Wyatt in the amount of \$91,000.00 for materials and soil testing associated with the Regional Park. And to recognize \$91,000.00 Greenspace Fees SW revenue.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/3/2015
	LEGISTAR FILE ID#:	2015-0093
	<i>Kevin Springer</i> 2/20/2015 10:44 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	91,000	91,000						v.20150102
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>					
Account Number	Expense	Revenue	Project	Sub	AT	Account Name		
2250.9255.5806.00	91,000	-	02002	8000	EX	Park Improvements		
2250.0925.4419.02		91,000	02002	9600	RE	Greenspace Fees - SW		
		-						
		-						
		-						
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		-						
		-						
		-						
		-						
		-						



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan
City Council**

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

DATE: **February 19, 2014**

RE: **Contract with Grubbs, Hoskyn for construction materials
testing at the Regional Park**

The proposed contract with Grubbs for construction materials testing contains some language limiting their liability to the City in the event the City ever made a claim for damages. The original language contained in the contract limited the amount we could recover substantially. After asking that this limitation language be removed entirely, Grubbs removed all except a provision that liability would be limited to the amounts of their insurance coverage. The insurance Grubbs carries meets the City's minimum requirements, which are quite substantial, and would likely be sufficient in the event the City had to rely upon those insurance policies to cover damages for personal injury, property damage or professional negligence. It is our office's duty to bring this to your attention so you can make a policy decision regarding approval of the contract in light of this issue.



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0080

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Ordinance

Agenda Number: C.8

NEW WORLD SYSTEMS CORPORATION (SOFTWARE SERVICE AND MAINTENANCE):

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A TWO (2) YEAR CONTRACT WITH NEW WORLD SYSTEMS CORPORATION FOR SOFTWARE SERVICE AND MAINTENANCE IN THE AMOUNT OF \$106,690.00 PER YEAR, PLUS ANY APPLICABLE SALES TAXES

WHEREAS, the City has maintained a software agreement with New World Systems Corporation since 1992 for software modules in financial management, human resources, utility billing, licensing, NettoGov interfacing software and public safety software; and

WHEREAS, the City recently extended a separate agreement with New World Systems for maintenance of its public safety software but additional service and maintenance fees are necessary to keep the remaining software modules current, thereby allowing the City to continue receiving updates and enhancements to the software as they become available; and

WHEREAS, New World Systems software is proprietary and New World is the only maintenance and service provider for the software modules used by the City.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a two (2) year contract with New World Systems Corporation for software service and maintenance in the amount of \$106,690.00 per year, plus any applicable sales taxes. A copy of the agreement is attached to this Ordinance and made a part hereof.

City of Fayetteville Staff Review Form

2015-0080

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Fulmer

2/11/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

To waive competitive bidding and approve a 2-year Software Maintenance Contract with New World Systems, Inc. to be paid annually as follows: 2015 - \$106,690 and 2016 - \$106,690.

Budget Impact:

1010.1710.5416.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 365,583.00

Funds Obligated \$ 70,193.00

Current Balance \$ 295,390.00

Does item have a cost? Yes

Item Cost \$ 106,690.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 188,700.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Brad Fulmer, Systems Administrator
DATE: February 11, 2015
SUBJECT: New World Systems Maintenance Contract Renewal

RECOMMENDATION:

Staff recommends to waive competitive bidding and approve a 2-year Software Maintenance Contract with New World Systems, Inc. to be paid annually as follows: 2015 - \$106,690 and 2016 - \$106,690.

BACKGROUND:

The City purchased and implemented New World Systems, Inc. software in 1992. The City currently maintains and utilizes New World applications with unlimited user counts that include modules in Financial Management, Human Resources, Utility Billing, Licensing, and NettoGov interfacing software.

DISCUSSION:

Service and Maintenance fees are necessary to keep software current. These fees allow the City to receive updates and enhancements to the software as they become available. In addition, Service and Maintenance fees provide technical phone support and problem troubleshooting and resolution. The software products purchased from New World are essential to the City's day to day operations and thus important to keep these assets current.

BUDGET/STAFF IMPACT:

2015 Budgeted expense

Attachments:

Staff Review Form
Staff Memo
New World Contract
2015 New World Invoice

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **Fayetteville, AR (Customer)** sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of two (2) years from (start date) 1/1/15 to (end date) 12/31/16.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for 400 Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Software	15
2. Logos® Human Resources Software	4
3. Logos® Utility Information Software	3
4. Logos® Logos Net.toGov	2
5. Logos® Licensing Software	1
6. Logos® Other Software	1
7. Logos® Data Management and Retrieval Tools	1

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
1/1/2015 to 12/31/2015	\$106,690	12/15/2014
1/1/2016 to 12/31/2016	\$106,690	12/15/2015

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Fayetteville, AR

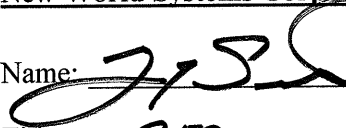
Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: 

Title: CEO

Date: 2-04-15

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Fayetteville, AR

Licensed Application Software

At January, 2015

1. Logos® Financial Management Base Package

- Financial Management Base Package
 - Base
 - General Ledger Module
 - Budgetary Reporting Module
 - Annual Budget Processing Module
 - Requisition Processing Module
 - Purchasing Module
 - Accounts Payable Module
 - Revenue Accounting Module
- Financial Cash Register Interface
- Integrated Inventory
- Project/Grant Accounting
- Accounts Receivable
- Fixed Assets
- Management Reporting
- Financial Management Report Writer

2. Logos® Payroll with Base Personnel

- Payroll with Base Personnel
- Advanced Personnel
- Position Control and Budgeting
- HR/Payroll Report Writer

3. Logos® Water / Sewer Base

- Water / Sewer Base
- Auto PC Meter Read
- Utility Mgt. Report Writer

4. Logos® Net.toGov Utility Information

- Net.toGov Utility Information
- Net.toGov iSeries Module

5. Logos® Animal Licensing

- Animal Licensing

6. Logos® Parking Tickets

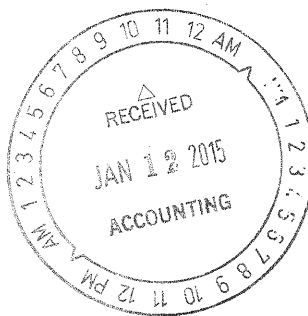
- Parking Tickets

7. Logos® Microsoft Word Interface

- Microsoft Word Interface



New World Systems®
The Public Sector Software Company



STATEMENT

Date
January 07, 2015

Account Number
FAY0446

Ms. Marsha Farthing
Fayetteville, AR
113 West Mountain
Fayetteville, AR 72701
United States

PAGE 1 of 1

Questions? Please contact Dennis Kleinedler. 248-269-1000 ext. 1372 or
email Dennis.Kleinedler@NewWorldSystems.com

Reference	Date	Type	Description	Amount	Balance
039200	12/15/2014	Invoice	SW Main(SSMA): 1/1/15-12/31/15	106,690.00	106,690.00
				AMOUNT DUE >	106,690.00
Current	1 to 30		31 to 60	61 to 90	Over 90
106,690.00	0.00		0.00	0.00	0.00



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0081

Agenda Date: 3/3/2015

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C.9

2015 EMPLOYEE COMPENSATION ADJUSTMENT

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,375,000.00 TO FUND THE CITY-WIDE 2015 EMPLOYEE COMPENSATION ADJUSTMENT

WHEREAS, the most recent forecast shows that City will have a net operating surplus for the General Fund of about \$1,700.00 for 2014; and

WHEREAS, Mayor Jordan's proposed Employment Compensation Adjustment will cost the General Fund about \$985,000.00 for 2015 for General Fund employees; and

WHEREAS, including all employees (Water and Sewer, Solid Waste, etc. as well as General Fund employees), the cost will be about \$1,375,000.00 for 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 a budget adjustment, a copy of which is attached to this Resolution and made a part hereof, in the amount of \$1,375,000.00 to fund the city-wide 2015 Employee Compensation Adjustment.

City of Fayetteville Staff Review Form

2015-0081

Legistar File ID

3/3/2015

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

Paul A. Becker

2/11/2015

Chief Financial Officer /
Finance & Internal Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

A RESOLUTION APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$1,375,000 TO FUND A CITY-WIDE 2015 EMPLOYEE COMPENSATION ADJUSTMENT.

Budget Impact:

xxxx.xxxx.51xx.xx	CITYWIDE
Account Number	Fund
N/A	N/A
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 47,902,194.00
	Funds Obligated \$ 6,006,615.54
	Current Balance \$ 41,895,578.46
Does item have a cost? No	Item Cost \$ -
Budget Adjustment Attached? Yes	Budget Adjustment \$ 1,375,000.00
	Remaining Budget \$ 43,270,578.46

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Chief Financial Officer

DATE: February 13, 2015

SUBJECT: Appropriation Authority for Employee Compensation Adjustments

RECOMMENDATION:

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

DISCUSSION:

As discussed during the 2015 Budget process, the Mayor is recommending a compensation package to the City Council based on the fiscal results of 2014 operations. The operating results from the fourth quarter of 2014 have been forecasted to be a net operating surplus of approximately \$1.7 million in the General Fund. This is after adjusting for reserve transfers for the purchase of Mount Kessler and the parking deck.

This surplus was achieved primarily through expense control. The Administration was able, through good management, to hold expenditures under budget. Revenue was approximately as projected on an overall basis.

Other operating funds such as the Street, Parks Development, Water & Sewer and Recycling & Trash Collection funds have the capacity to afford these salary increases.

The Mayor's Guiding Philosophy

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

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

- The plan will incorporate a two-step movement for eligible uniformed Fire personnel keeping everyone in a step.
- The plan would provide for a one step increase for eligible Police uniformed personnel beginning 3/16/2015 keeping everyone in a step.
- The plan would provide for merit increases for other employees comparable to the amount provided for a step to uniformed personnel, to be distributed based on merit (3.75%).
- Amounts to merit employees will be based on performance as determined by the appropriate department/division head. These increases will go into effect beginning 3/16/2015.
- Employees at the top of their ranges will be eligible for a single year service award which will not be factored into the employee's base pay.
- To be eligible merit employees must have completed at least six (6) months of service as of 3/31/2015.
- Uniformed personnel must have completed at least one year of service as of 3/31/2015 to receive a step increase.
- The 2015 cost of this plan is projected to be \$985,000 in the General Fund. The 2015 cost for all funds would be \$1,375,000.
- The on-going cost of the plan in future years will be \$1,281,000 for the General Fund and \$1,790,000 for all funds.

BUDGET/STAFF IMPACT:

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

FUNDING SOURCE	PARTIAL IMPACT	ANNUAL IMPACT	% IMPACT
1010 - General	985,000	1,281,000	4.51%
2100 - Street	79,000	103,000	3.75%
2130 - Parking	10,000	13,000	3.75%
2180 - Community Development Block Grant	5,000	7,000	3.75%
2250 - Parks Development	35,000	46,000	3.75%
2930 - Drug Law Enforcement	8,000	10,000	3.65%
5400 - Water & Sewer	129,000	168,000	3.75%
5500 - Recycling & Trash Collection	85,000	111,000	3.75%
5550 - Airport	14,000	18,000	3.75%
9700 - Shop	25,000	33,000	3.75%
Total	1,375,000	1,790,000	3.82%

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Citywide	Adjustment Number
2015	Dept.: Citywide	
	Requestor: Kevin Springer	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$1,375,000 in additional funding is requested Citywide in Salary Contingency for 2014 Employee Compensation Adjustments. The \$1,370,000 will come from the Use of Fund Balance accounts Citywide and the \$5000 will come from within existing grant funds.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/3/2015
	LEGISTAR FILE ID#:	2015-0081
	<i>Kevin Springer</i> 2/18/2015 10:53 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	1,375,000	1,375,000	v.20150102			
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
1010.0001.4999.99	-	985,000			RE	Use of Fund Balance
1010.6600.5100.01	985,000	-			EX	Salary Contingency
2100.0910.4999.99	-	79,000			RE	Use of Fund Balance
2100.4100.5100.01	79,000	-			EX	Salary Contingency
2130.0913.4999.99	-	10,000			RE	Use of Fund Balance
2130.9130.5100.01	10,000	-			EX	Salary Contingency
2180.4930.5100.01	5,000	-			EX	Salary Contingency
2180.0918.4320.00	-	5,000			RE	Grant Funding CDBG
2250.0925.4999.99	-	35,000			RE	Use of Fund Balance
2250.9250.5100.01	35,000	-			EX	Salary Contingency
2930.0993.4999.99	-	8,000			RE	Use of Fund Balance
2930.2960.5100.01	8,000	-			EX	Salary Contingency
5400.0940.4999.99	-	129,000			RE	Use of Fund Balance
5400.4000.5100.01	129,000	-			EX	Salary Contingency
5500.0950.4999.99	-	85,000			RE	Use of Fund Balance
5500.5000.5100.01	85,000	-			EX	Salary Contingency
5550.0955.4999.99	-	14,000			RE	Use of Fund Balance
5550.3940.5100.01	14,000	-			EX	Salary Contingency
9700.0970.4999.99	-	25,000			RE	Use of Fund Balance

Agenda Decision: 2/24/14

City Council Tour: 3/2/15 5:00 p.m.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 3, 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:

Agenda Additions:

A. Consent:

A. 1 2014-0498 APPROVAL OF THE FEBRUARY 17, 2015 CITY COUNCIL
MEETING MINUTES.

A. 2 2015-0072 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 \$11,315.00 AND INCREASING THE RELATED
EXPENSE BUDGET

Attachments:

SRF SRM for Hazmat Service Revenue from Washington County

BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County 2015

A. 3 2015-0073 BID #15-19 PIG TRAIL HARLEY DAVIDSON:

A RESOLUTION TO AWARD BID #15-19 TO PIG TRAIL HARLEY
DAVIDSON OF ROGERS, ARKANSAS AND AUTHORIZE THE
PURCHASE OF THREE (3) 2015 HARLEY DAVIDSON FLHTP
MOTORCYCLES IN THE TOTAL AMOUNT OF \$59,742.00 FOR
USE BY THE POLICE DEPARTMENT

Attachments:

SRP 3-3-15 PDPT motorcycles 1286, 1287, 1288

A. 4 2015-0075 BID #15-20 TRUCK CENTERS OF ARKANSAS:

A RESOLUTION TO AWARD BID #15-20 TO TRUCK CENTERS OF ARKANSAS AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER M2-106 TRUCKS WITH KANN RECYCLE BODIES IN THE TOTAL AMOUNT OF \$340,852.00 FOR USE BY THE RECYCLING AND TRASH COLLECTION DIVISION

Attachments: SRP 3-3-15 SWRC Recycling Trucks 4027, 4028

A. 5 2015-0076 BID #15-18 LEWIS FORD SALES, INC.:

A RESOLUTION TO AWARD BID #15-18 TO LEWIS FORD SALES, INC. OF FAYETTEVILLE, ARKANSAS FOR THE PURCHASE OF TWO (2) 2015 FORD F550 4X4 TRUCKS WITH READING UTILITY BODIES IN THE AMOUNT OF \$91,407.52 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SRP 3-3-15 WSWD Utility Body 385, 386

A. 6 2015-0084 OAKLAND AVENUE RIGHT OF WAY DEDICATION:

A RESOLUTION TO APPROVE THE DEDICATION OF 22 FEET OF RIGHT OF WAY FROM CENTERLINE FOR OAKLAND AVENUE ALONG THE EAST SIDE OF 940 WEST MAPLE STREET AS RECOMMENDED BY THE PLANNING COMMISSION

Attachments: Full Report Packet
 CC RES 14-4919

A. 7 2015-0077 WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION TO APPROVE THE PURCHASE OF FOUR (4) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$47,857.00 PURSUANT TO A STATE PROCUREMENT CONTRACT

Attachments: SRP 3-3-15 PKMN mowers 5059, 5060, 5061 and APMN 5062

A. 8 2015-0079 WILLIAMS TRACTOR OF FAYETTEVILLE:

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW HOLLAND T6.155 4WD CAB TRACTOR WITH LOADER IN THE AMOUNT OF \$73,255.00 AND ONE (1) NEW HOLLAND WORKMASTER 55 4WD TRACTOR IN THE AMOUNT OF \$20,195.00 FROM WILLIAMS TRACTOR OF FAYETTEVILLE, PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT

Attachments: SRP 3-3-15 WWPE Tractor 5057, 5058

A. 9 2015-0078 COUNTRYSIDE FARM AND LAWN:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A JOHN DEERE 6115D CAB TRACTOR WITH H340 FARM LOADER FROM COUNTRYSIDE FARM AND LAWN OF SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$68,607.76 PLUS ANY APPLICABLE TAX PURSUANT TO THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments: SRP 3-3-15 WWPE Tractor 5059

A. 10 2015-0085 GAMETIME C/O CUNNINGHAM RECREATION:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GAMETIME C/O CUNNINGHAM RECREATION IN THE AMOUNT OF \$21,030.45 PURSUANT TO A STATE PROCUREMENT CONTRACT FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR PRISM EDUCATION CENTER

Attachments: Playground Install-SRF-SRM-PO-Att

A. 11 2015-0091 ARKANSAS RECREATIONAL TRAILS PROGRAM GRANT:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS FUNDS AND AUTHORIZING APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS RECREATIONAL TRAILS PROGRAM IN AN AMOUNT UP TO \$75,000.00 FOR CONSTRUCTION OF THREE SECTIONS OF BOARDWALK ON THE LAKE FAYETTEVILLE NATURE TRAIL

Attachments: 2015-0091 ARTP grant app request for Lake Fayetteville Nature Trail

B. Unfinished Business:

- B. 1 2015-0023 RZN 14-4882 (EAST SIDE OF RUPPLE RD./WESTSIDE VILLAGE):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4882, FOR APPROXIMATELY 21.63 ACRES, LOCATED ON THE EAST SIDE OF RUPPLE ROAD NORTH OF THE BOYS AND GIRLS CLUB, FROM R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT R-PZD 06-1884 WESTSIDE VILLAGE, TO NS, NEIGHBORHOOD SERVICES

Attachments:

14-4882 Agenda Item

14-4882 Exhibit A and B

14-4882 CC ORD

This ordinance was left on the First Reading at the February 3, 2015 City Council meeting. This ordinance was left on the Second Reading at the 2/17/15 City Council Meeting.

- B. 2 2015-0060 RZN 14-4938 (N.W. CROSS & MAINE INTERSECTION/WEST END ADDITION):**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 14-4938, FOR APPROXIMATELY 2.5 ACRES, LOCATED AT NORTHWEST CORNER OF CROSS & MAINE STREETS FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT MARKHAM HILL COTTAGES (R-PZD 09-3237), TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:

14-4938 Staff reports

14-4938 exhibits

14-4938 CC ORD

This ordinance was left on the 1st reading at the 2/17/15 City Council Meeting.

- B. 3 2015-0056 GULLEY PARK TWO SINGLE FAMILY LOT SELL:**

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO OFFER FOR SALE APPROXIMATELY 1.25 ACRES OF CITY OWNED REAL PROPERTY ON OLD WIRE ROAD NEAR GULLEY PARK

Attachments:

2015-0056 Request to Sell Gulley Park Lots

2015-0056 Gulley Park Two Single Family Lot Sell supplemental info

This resolution was tabled to the 3/3/15 City Council meeting at the 2/17/15 City Council Meeting.

C. New Business:

C. 1 2015-0074 REZONING PETITION RZN 15-4942:

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-4942, FOR APPROXIMATELY 4.84 ACRES, LOCATED AT 3010 WEST OLD FARMINGTON ROAD FROM R-A, RESIDENTIAL-AGRICULTURE TO RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE

Attachments:15-4942 reports15-4942 CC Exhibits15-4942 CC ORD**C. 2 2015-0071 WALTON ARTS CENTER EXPANSION:**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE WALTON ARTS CENTER, CDI CONTRACTORS, LLC AND BOORA ARCHITECTS, INC. TO SPEND NOT TO EXCEED \$6,323,515.00 OF THE 2014 HMR BOND PROCEEDS TO PARTIALLY PAY FOR THE WALTON ARTS CENTER EXPANSION AND ENHANCEMENT PROJECT

Attachments:2015-0071 WAC Expansion contractMemorandum of Understanding WAC expansion project with Exhibits A & B**(C. 3)***Consent***2015-0088****CROSSLAND CONSTRUCTION COMPANY, INC (REGIONAL PARK)**

A RESOLUTION TO AWARD BID #14-46 AND AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$11,788,362.19 FOR CONSTRUCTION OF PHASE ONE OF THE REGIONAL PARK, TO APPROVE CHANGE ORDER NO. 1 TO REDUCE THE CONTRACT PRICE BY THE AMOUNT OF \$2,358,997.27, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$528,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0088 Crossland Construction contract Reg Park Ph OneBA2015_Crossland Constr 2015-0088.xlsmPO Crossland HMR bonds 02192015PO Crossland Parks 02192015PO Crossland Trans. Bonds 02192015

C. 4

2015-0086

GOODWIN & GOODWIN, INC (REGIONAL PARK)

Consent

A RESOLUTION TO AWARD BID #15-15 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$707,007.50 FOR CONSTRUCTION OF A NEW 18 INCH WATERLINE FOR THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY OF \$70,701.00

Attachments:030315 Goodwin&Goodwin Kessler Mountain Agenda Packet

C. 5

2015-0087

GARVER, LLC (REGIONAL PARK)

Consent

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC TO ADD CONSTRUCTION PHASE SERVICES ON THE KESSLER MOUNTAIN/REGIONAL PARK WATERLINE PROJECT IN AN AMOUNT NOT TO EXCEED \$71,200.00

Attachments:Garver Amendment Agenda Packet

C. 6

2015-0092

LOSE AND ASSOCIATES, INC (REGIONAL PARK)

Consent

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT WITH LOSE AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$322,137.00 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE ONE OF THE REGIONAL PARK PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0092 CA #2 Lose and Associates, Inc.BA2015 Lose CO#3 2015-0092.xlsm

C. 7

2015-0093

GRUBBS, HOSKYN, BARTON & WYATT, INC. (REGIONAL PARK)

Consent

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR CONSTRUCTION MATERIALS TESTING FOR PHASE ONE OF THE REGIONAL PARK PROJECT IN AN AMOUNT NOT TO EXCEED \$91,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0093 Regional Park Constr Testing GrubbsBA2015 Grubbs 2015-0093.xlsmDC TO MAYOR, CITY COUNCIL RE GRUBBS, HOSKYN CONTRACT FOR M/

- C. 8 2015-0080 NEW WORLD SYSTEMS CORPORATION (SOFTWARE SERVICE AND MAINTENANCE):

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A TWO (2) YEAR CONTRACT WITH NEW WORLD SYSTEMS CORPORATION FOR SOFTWARE SERVICE AND MAINTENANCE IN THE AMOUNT OF \$106,690.00 PER YEAR, PLUS ANY APPLICABLE SALES TAXES

Attachments: AS400 SSMA.pdf

- C. 9 2015-0081 2015 EMPLOYEE COMPENSATION ADJUSTMENT

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,375,000.00 TO FUND THE CITY-WIDE 2015 EMPLOYEE COMPENSATION ADJUSTMENT

Attachments: SRF - EMPLOYEE COMPENSATION 2015-0081.xlsx

SRM - 2015 ECP 2015-0081 MEMO.docx

BA2015 - 2015-0081 ECP2015.xlsm

D. City Council Agenda Session Presentations:

2015-0096 Agenda Session Presentation: Paul Becker: Mayors Recommended Pay Plan for 2015

2015-0083 Agenda Session Presentation: Jeremy Pate: Spring Street Municipal Parking Deck

E. City Council Tour: *— March 2, 2015 5:00 p.m.*

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.



December Sales Taxes Received In January 2015 by the State

Compared to prior year:

- 1) For the month of December the City is up 9.28% compared to last year. This amount is \$158,930.
- 2) For 2015 YTD, the City is up 9.28% compared to last year. This amount is \$158,930.
- 3) For the month of December the money the City gets from the County for sales tax is up 10.51% compared to last year. This amount is \$110,663.
- 4) For 2015 YTD, the money the City gets from the County sales tax is up 10.51% compared to last year. This amount is \$110,663.
- 5) The bottom line is the City's collections for all sales taxes for operations for the year are up 9.74% compared to last year. This amount is \$269,593.

Compared to budget:

- 6) For the month of December the City was up 7.13% compared to budget. This amount is \$124,612.
- 7) For 2015 YTD, the City is up 7.13% compared to budget. This amount is \$124,612.
- 8) For the month of December the money the City gets from the County for sales tax is up 8.33% compared to budget. This amount is \$89,532.
- 9) For 2015 YTD, the money the City gets from the County sales tax is up 8.33% compared to budget. This amount is \$89,532.
- 10) Total sales tax collections for the year were up 7.59% or \$214,144 compared to budget.
- 11) The bottom line is the City's collections for all sales taxes for General Fund operations are up 7.74% or \$164,279 when compared to budget for the 2015 fiscal year.

December Sales Taxes Received In January 2015 by the State
(continued)

Compared to other cities:

12) For the month:

Fayetteville was up 9.28%
Springdale was up 17.30%
Bentonville was down 5.83%
Rogers was up 14.38%

13) 2013 Year to Date:

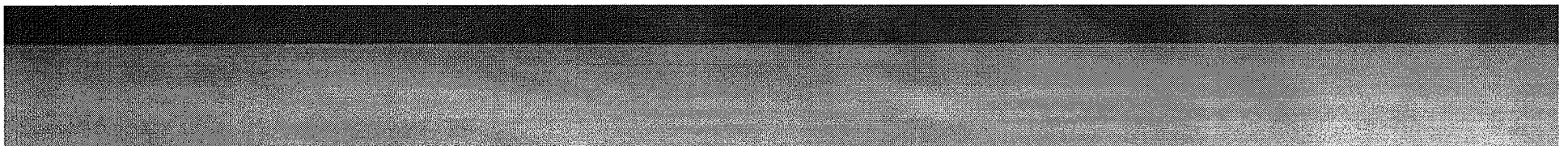
Fayetteville was up 9.28%
Springdale was up 17.30%
Bentonville was down 5.83%
Rogers was up 14.38%

Handed out at Agenda Session 2/24/15



General Fund 2014 Operating Results & Mayor Recommended Compensation Plan

February 24, 2015



2014 General Fund Operating Results

Revenues	\$	42,150,000
Expenses		44,145,000
Deficit		(1,995,000)
Add Back One Time Use of Reserves:		
Mount Kessler Purchase		1,600,000
New Parking Deck		2,100,000
Operating Surplus	\$	1,705,000

Cost of Recommended Plan

Funds		2015 Impact		Full Year (2016) Impact
General	\$	985,000	\$	1,281,000
Street		79,000		103,000
Parking		10,000		13,000
Community Development Block Grant		5,000		7,000
Parks Development		35,000		46,000
Drug Law Enforcement		8,000		10,000
Water & Sewer		129,000		168,000
Recycling & Trash Collection		85,000		111,000
Airport		14,000		18,000
Shop		25,000		33,000
Total Cost	\$	1,375,000	\$	1,790,000

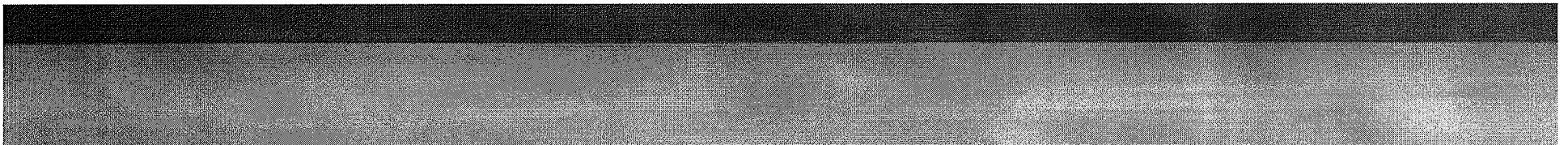
General Fund

2015 Projected Ending Fund Balance (If Revenue Projections are Met)

Projected 12/31/2014 Fund Balance	\$	13,500,000
Less: Cash Funded Re-budget Adjustment		(1,500,000)
Less: Pay Plan		(985,000)
Adjusted Fund Balance	\$	11,015,000
Less: Required Reserve		(6,500,000)
Estimated Adjusted Fund Balance at 12/31/2015	\$	4,515,000

Significant Considerations

- General Fund operating surplus for 2014 is estimated to be \$1,705,000 after adjusting for one time transfers.
- Impact of the plan on the General Fund for 2015 would be \$985,000.
- Ongoing cost to the General Fund in 2016 would be \$1,281,000.
- If sales tax revenue alone was needed to continue this salary increase in 2015, sales taxes would need to increase by an additional 5.1%. However, this is unlikely considering current economic conditions.
- The first month of sales tax results for Fiscal 2015 was \$164,279 or 7.7% over budget for the General Fund.
- Under normal operating conditions, not all expenditure budgets authorized are expended, normally there are appropriations that lapse. However, this can not be predicted with certainty or accuracy.



Handed ~~out~~ at Agenda Session 2/24/15 ^{B.2}



From: Mike Baumann

PO Box 4072

Fayetteville, AR 72702

February 24, 2015

To: Members of City Council in Fayetteville AR

Thank you for considering the rezoning request for parcel numbers 765-11946, 765-11947, and 765-11948 on the corner of Maine and Cross in Fayetteville, AR. We wanted you to see firsthand our commitment to quality construction and neighborhood development in the surrounding area as such, would welcome the opportunity to tour through a home we have completed located at 1915 Maine Street in Fayetteville, directly across the street from the rezoning requested parcel. Please let us know a convenient time and date to conduct said tour.

Respectfully,

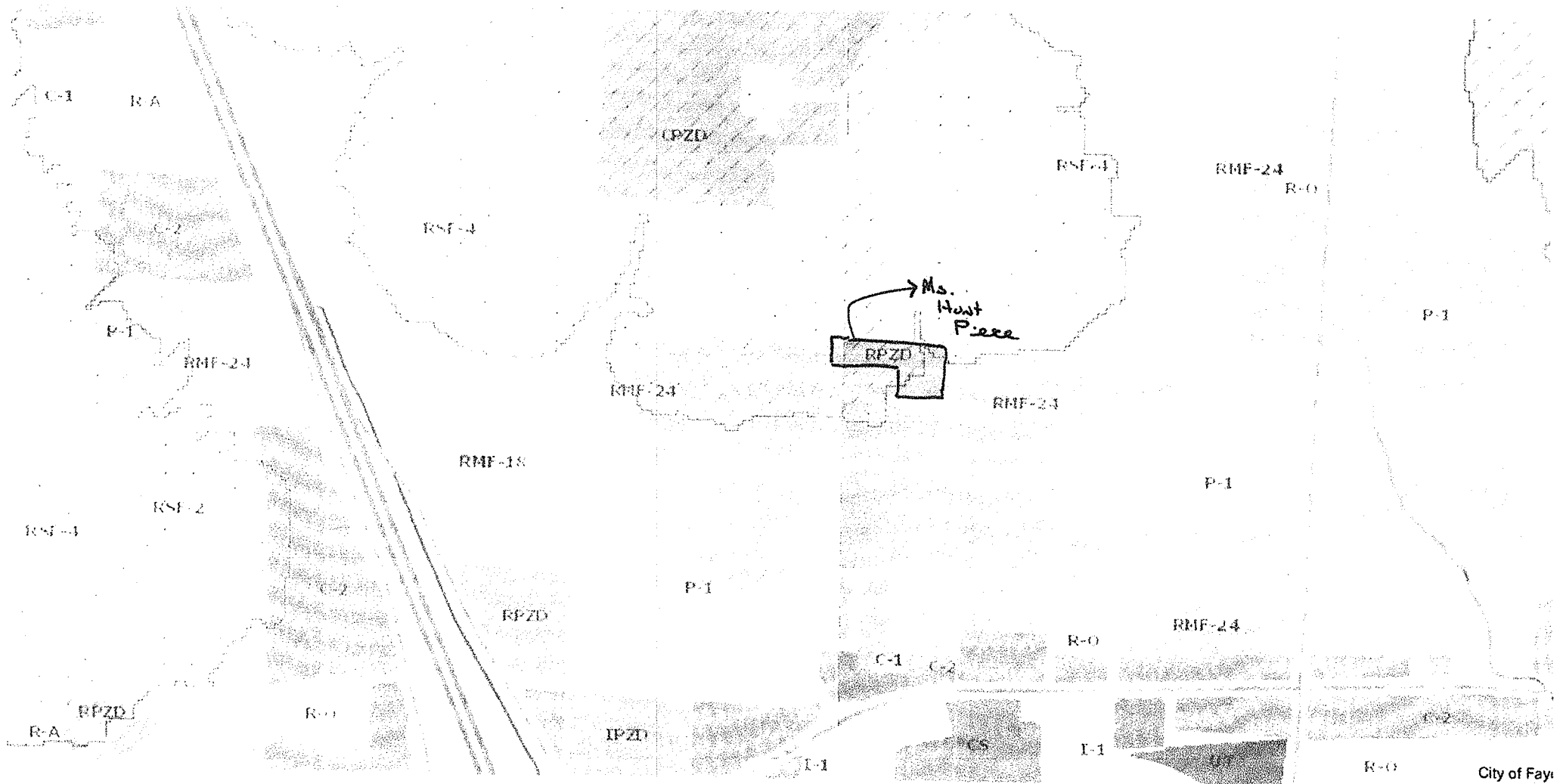
A handwritten signature in black ink, appearing to be "Mike Baumann", is written over a horizontal line.

Mike Baumann

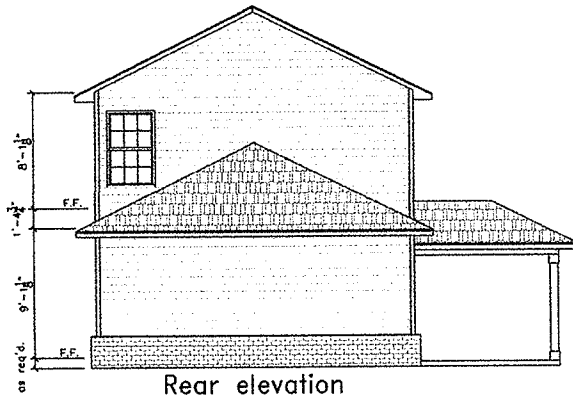
479-799-4616

Attachments:

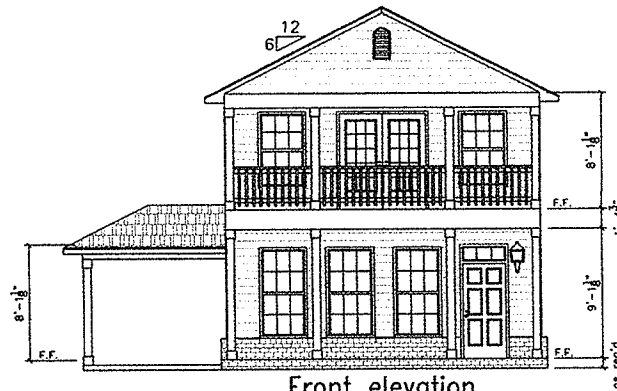
1. Boundary and Topy Survey of parcel in question
2. Map of existing Zoning in area
3. Photo of 1915 Maine Street
4. Floorplan of 1915 Maine Street
5. Floorplan of the single family home located at 2016 Stone Street



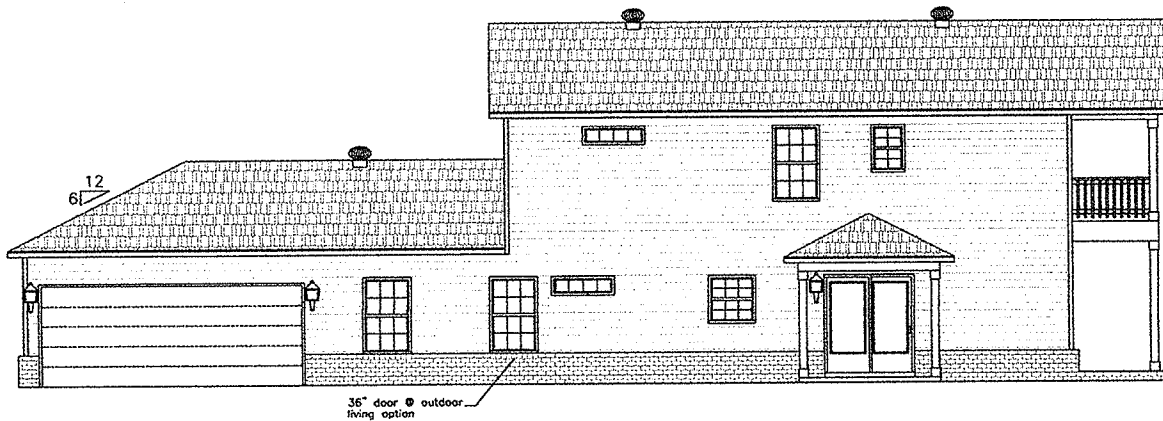




Rear elevation



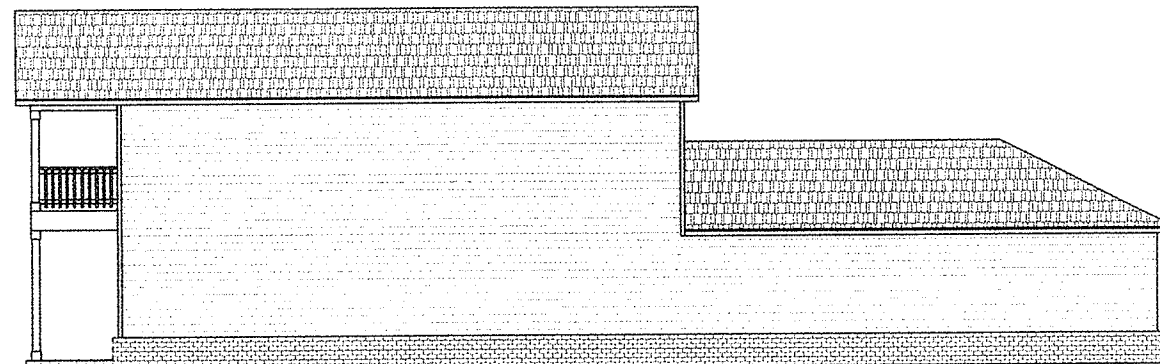
Front elevation



Left elevation

Note: All mechanical penetrations to be on this side of house.

36" door @ outdoor living option



Right elevation

Note: All soffits on this side to be solid aluminum.

General Notes

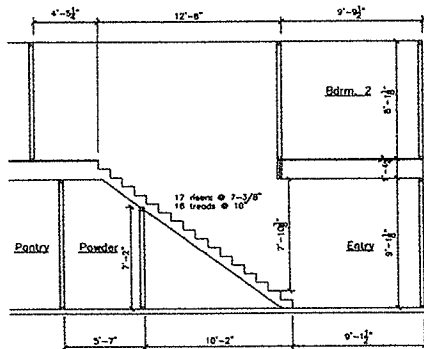
Structural Integrity Design is a residential design service not a registered architectural firm. The purchaser of this set of plans should consult a building professional prior to construction. The purchaser and builder of this plan releases Structural Integrity Design from any liability and/or claims that may arise during construction or anytime thereafter. Therefore, the builder must carefully inspect all aspects of these drawings, including but not limited to dimensions, details, accuracy and overall integrity, and assumes all responsibility. This plan may need to be modified to comply with local and/or governing codes.

No.	Revision/Issue	Date

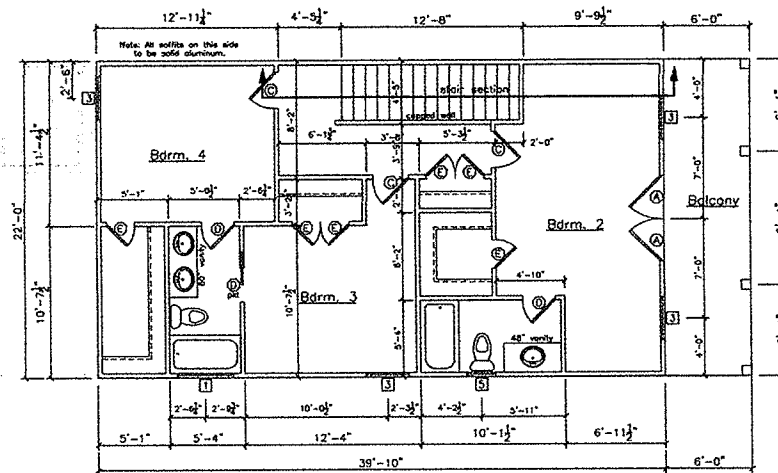


Project Name and Address
Baumann & Crosno
1915 W. Main
Fayetteville, AR.

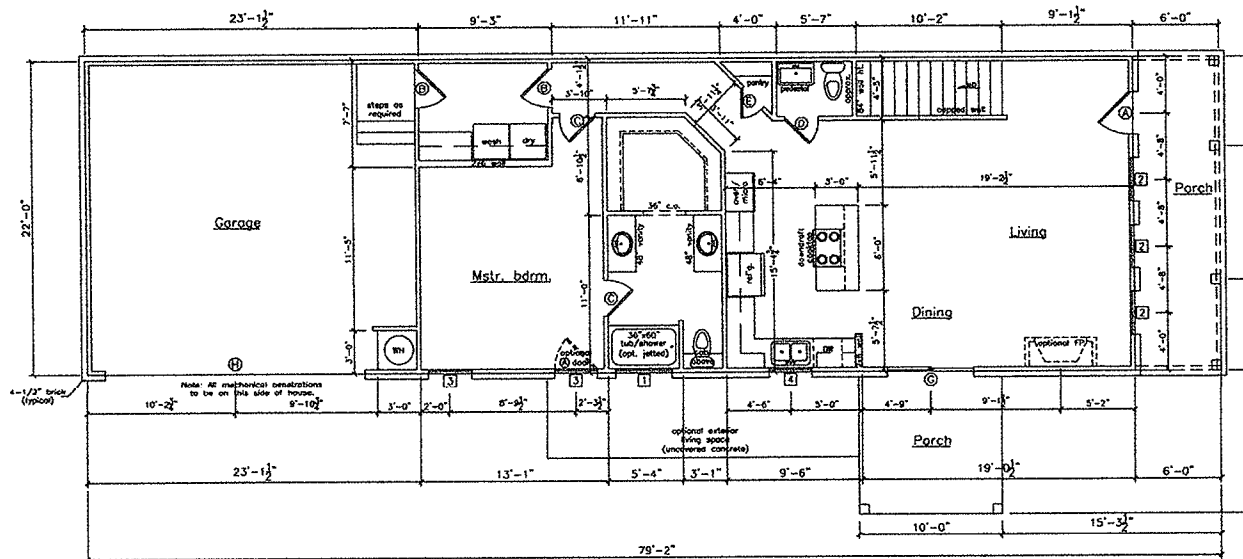
Proj Name	Sheet
BC-1915 Main	2 of 2
Date 4/14/2014	
1/4" = 1'-0"	



Stair section



2nd Floor plan



1st Floor plan

Door schedule	
mark	size
①	3'-0" x 6'-8"
②	2'-6" x 6'-8"
③	2'-6" x 6'-8"
④	2'-4" x 6'-8"
⑤	2'-0" x 6'-8"
⑥	1'-8" x 6'-8"
⑦	6'-0" x 6'-8" s.d.
⑧	18'-0" x 7'-0" owd

Window schedule	
mark	size
①	4'-0" x 1'-0"
②	3'-0" x 6'-0"
③	3'-0" x 5'-0"
④	3'-0" x 3'-0"
⑤	2'-0" x 3'-0"
⑥	
⑦	

General Notes

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No.	Revision/issue	Date



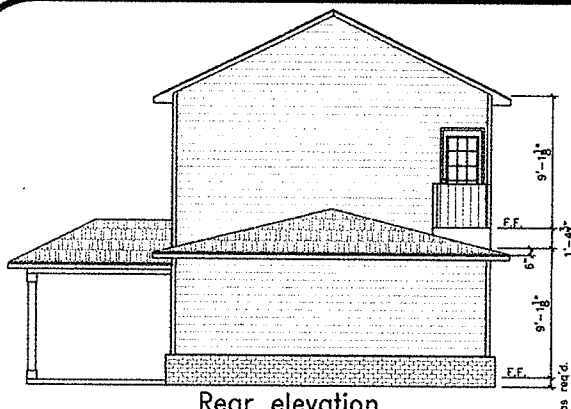
Baumann & Crosno
1915 W. Main
Fayetteville, AR.

- Floor notes:**
- 1st floor ceiling heights are 9'-0"
 - 2nd floor ceiling heights are 8'-0"
 - Exterior walls are 2x4 studs (u.n.o.)
 - Interior walls are 2x4 studs (u.n.o.)

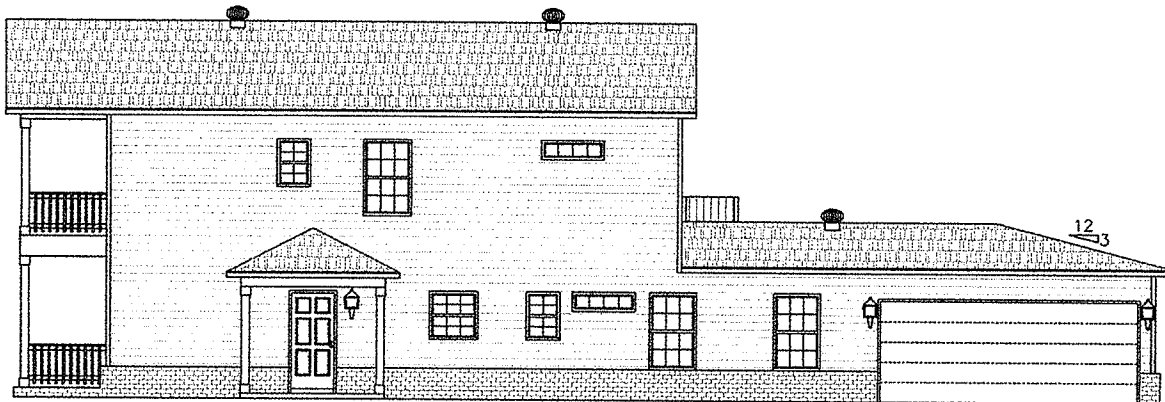
Square footage	
	(frame) (brick)
1st floor (hld.)	1107* 1154*
2nd floor (hld.)	820 820
Garage	502 528
Cov. porches	364 369
Total under roof	2793 2871

* - Includes all s.f. for stairs

Sheet	1 of 2
BC-1915 Main	
Date	4/14/2014
Scale	1/4" = 1'-0"

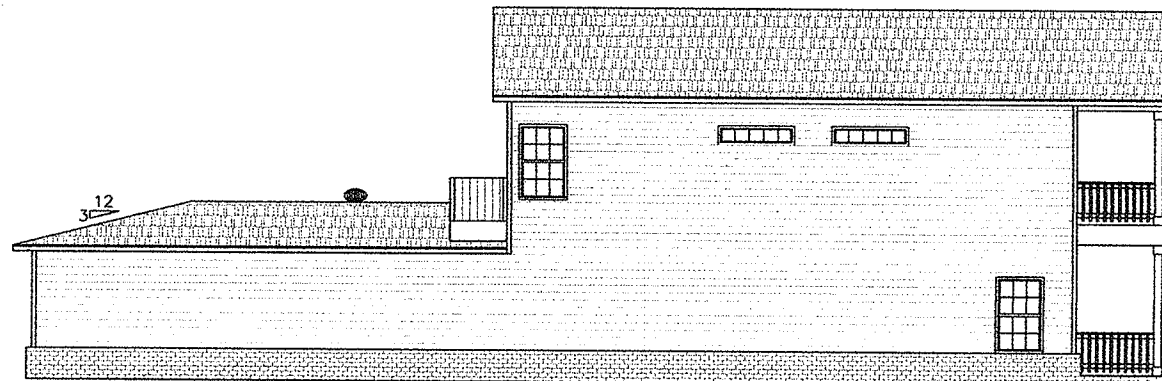


Rear elevation



Right elevation

Note: All soffits on this side to be solid aluminum.



Left elevation

Note: All mechanical penetrations to be on this side of house.



Front elevation

General Notes

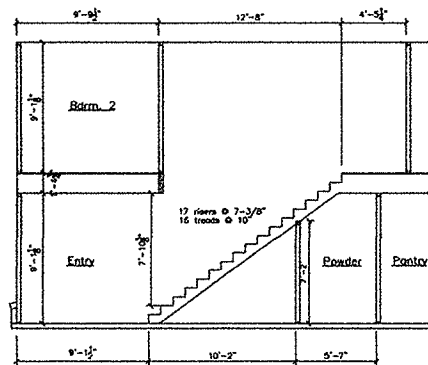
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No.	Revision/Issue	Date

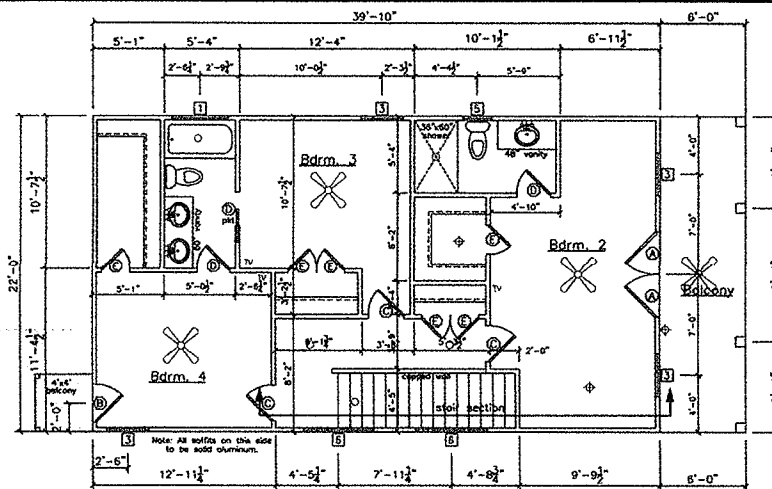


Baumann & Crosno
2016 Stone St.
Fayetteville, AR.

File name: BC-2016 Stone	Sheet: 2 of 3
Date: 12/17/2014	Scale: 1/4" = 1'-0"



Stair section

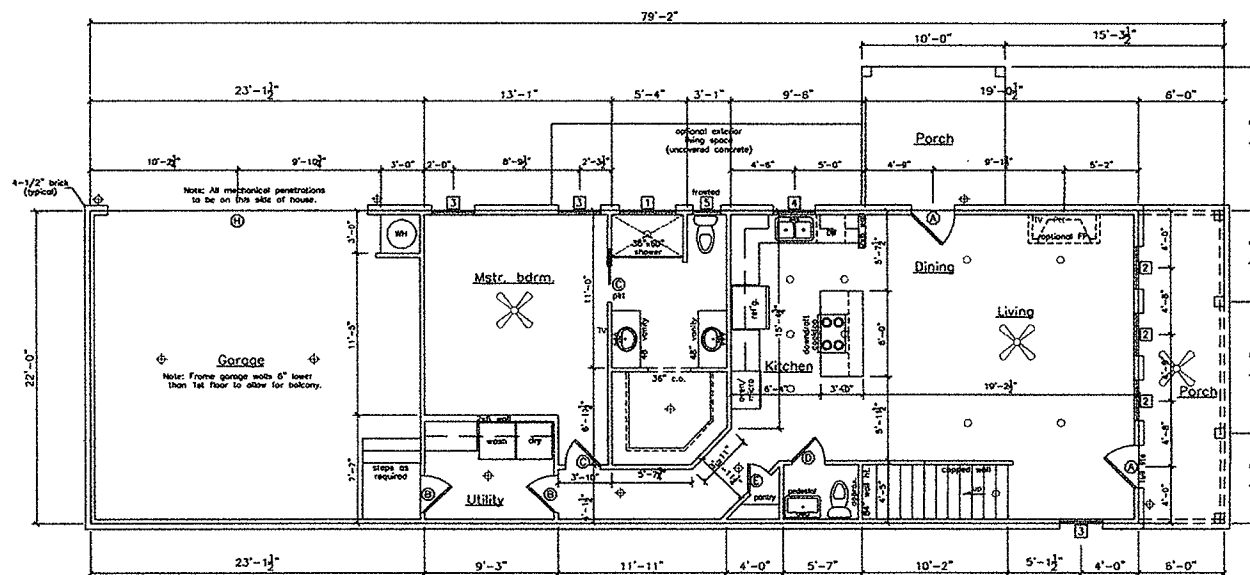


2nd Floor plan

Door schedule	mark	size
(1)	3'-0\"	8'-0\"
(2)	2'-6\"	8'-0\"
(3)	2'-6\"	8'-0\"
(4)	2'-6\"	8'-0\"
(5)	2'-0\"	8'-0\"
(6)	1'-6\"	8'-0\"
(7)	6'-0\"	7'-0\"
(8)	18'-0\"	7'-0\"

Window schedule	mark	size
(1)	4'-0\"	1'-0\"
(2)	3'-0\"	1'-0\"
(3)	3'-0\"	1'-0\"
(4)	3'-0\"	1'-0\"
(5)	2'-0\"	1'-0\"
(6)	5'-0\"	1'-0\"

- (14) recessed cons
- (15) sealed cons
- (16) ceiling fans
- (17) TV's
- (18) phone jack



1st Floor plan

- Floor notes:
- 1st floor ceiling heights are 9'-0"
 - 2nd floor ceiling heights are 9'-0"
 - Exterior walls are 2x4 studs (u.n.o.)
 - Interior walls are 2x4 studs (u.n.o.)

Square footage

	(frame)	(brick)
1st floor (htd.)	1107*	1154*
2nd floor (htd.)	820	820
Garage	502	528
Cov. porches	364	369
Total under roof	2793	2871

* - Includes all s.f. for stairs

General Notes

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No. Revision/Issue Date



Project Name and Address

Baumann & Crosno
2016 Stone St.
Fayetteville, AR.

Plot name
BC-2016 Stone
Date
12/17/2014
Scale
1/4" = 1'-0"

Sheet
1 of 3