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
October 20, 2015

A meeting of the Fayetteville City Council was held on October 20, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. Public Facilities Board Appointment – Mayor appointment subject to confirmation by the Governing Body. **APPROVED**

2. Ozark Regional Transit Presentation

Agenda Additions

A. Consent

1. Approval of the September 29, 2015 Special City Council meeting minutes. **APPROVED**

2. **Fayetteville Police Department Policies:** A resolution to approve Fayetteville Police Department Policies on disciplinary and award procedures and professional standards and to eliminate Fayetteville Policies no longer needed on jailer duty; jail emergency plan, prisoner care and suicide identification.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 188-15

B. Unfinished Business

1. **Fayetteville Fire Pension and Relief Fund Proposal to Consolidate with LOPFI:** An ordinance transferring administration of retirement coverage for eligible members of the Fayetteville Fire Pension and Relief Fund to the Arkansas Local Police and Fire Retirement System (LOPFI) and authorizing the Mayor to enter into an irrevocable agreement with LOPFI and approving an emergency clause. *At the October 6, 2015 City Council meeting, this ordinance was left on the first reading.*

   THIS ORDINANCE WAS LEFT ON THE SECOND READING AND MOVED TO A SPECIAL CITY COUNCIL MEETING ON OCTOBER 30, 2015.

C. New Business

1. **USDA Farmers Market Promotion Program Grant:** A resolution to authorize the acceptance of a USDA Farmers Market Promotion Program Grant with the USDA Agricultural Marketing Service in the amount of $58,856.00 for the City to expand and promote economic opportunities for producers operating through the Fayetteville Farmers Market, to approve an agreement with the Rural Mountain Producers Exchange and to approve a budget adjustment.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 189-15

2. **Walton Family Foundation:** A resolution to express the City Council's thanks and gratitude to the Walton Family Foundation for its generous $390,000.00 matching grant for the construction of the Clabber Creek Trail, to approve the grant agreement and to approve a budget adjustment to recognize this $390,000.00 grant.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 190-15

3. **Bid 15-42 JLA Enterprises, Inc.:** A resolution to award Bid No. 15-42, to authorize the contract with JLA Enterprises, Inc. in the amount of $425,521.90 for construction of a restroom and parking lot improvements at Gordon Long Park, to approve a 5% project contingency in the amount of $21,276.10, and to approve a budget adjustment.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 191-15

4. **Benchmark Construction of NWA Contract:** A resolution to approve a contract with Benchmark Construction of NWA, Inc. in the amount of $3,373,506.91 for the construction of the Recycling And Trash Collection Facility Expansion; to approve a project contingency in the amount of $150,000.00; to approve Change Order No. 1 to reflect value engineering items and reduce the contract amount by $298,732.00; and to approve a budget adjustment.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 192-15

5. **McGoodwin, Williams And Yates, Inc. Amendment No. 3:** A resolution to approve Amendment No. 3 to the agreement with McGoodwin, Williams and Yates, Inc. for construction phase services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements in an amount not to exceed $217,861.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 193-15

6. **Grubbs, Hoskyn, Barton & Wyatt, Inc.:** A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing services for the Recycling and Trash Collection Facility Expansion and Improvements Project in an amount not to exceed $25,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 194-15

7. **VAC 15-5206 (5026 Talon Trail/Falcon Ridge S/D):** An ordinance to approve VAC 15-5206 submitted by Jorgensen and Associates, Inc. for property located at 5026 E. Talon Trail to vacate a drainage easement.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5815

8. **ADM 15-5205 (SW Corner Van Asche & Steele Blvds./CMN Business Park, Lot 6):** An ordinance to amend Ordinance No. 3936 by amending the restrictions which had prohibited restaurants by allowing such use unit 13 restaurants with outdoor music as conditional uses upon a 2.24 acre parcel (lot 6) on the southwest corner of Van Asche and Steele Boulevards.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5816

9. **ANX 15-5181: (1620 S. Ed Edwards Rd./Salsbury):** An ordinance to annex that property described in Annexation Petition ANX 15-5181 submitted by Curtis Hogue for property located at 1620 S. Ed Edwards Road containing approximately 0.83 acres.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5817

10. **AMEND CHAPTER 167 AND 177:** An ordinance to repeal § 167.04 (J)(5) *Maintenance Agreement and Landscape Establishment Guarantee*, to enact § 167.10 **Tree Maintenance Agreements** and to amend § 177.05 (A)(2)(f) by deleting a portion of this subsection and enacting § 177.10 **Tree Maintenance Agreements** to improve maintenance and survivability of mitigation trees.

    PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5818

Announcements

City Council Agenda Session Presentations

City Council Tour

Adjournment: 8:49 p.m.

City Council Meeting: **October 20, 2015** **Adjourn:** 8:49 p.m.

Subject:	**Roll**				
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan	✓			

9-0

Subject:	**Public Facilities Board Appointment**				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Tennant			
Approved ✓	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

8-0

City Council Meeting: **October 20, 2015**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Tennant			
	Long	✓			
	Gray	✓			
Minutes Approved	**Marsh**	✓			
	Kinion	✓			
	Petty	✓			
Passed	**Tennant**	✓			
	Schoppmeyer	✓			
	La Tour	✓			
188-15 ✓	**Mayor Jordan**				

8-0

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

City Council Meeting: **October 20, 2015**

Subject:	**Fayetteville Fire Pension and Relief Fund Proposal to Consolidate with LOPFI**				
Motion To:		2nd Read			
Motion By:		Gray			
Seconded:		Petty			
B. 1 Unfinished Business Left on the 2nd Reading	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
Special Meeting 10-30-15	**La Tour**	✓			
	Mayor Jordan				

8-0

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

City Council Meeting: **October 20, 2015**

Subject:	**USDA Farmers Market Promotion Program Grant**				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Long			
C. 1 New Business	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
passed	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
189-15	**La Tour**	N			
✓	**Mayor Jordan**				

7-1

Subject:	**Walton Family Foundation**				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Tennant			
C. 2 New Business	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
passed	**Petty**	✓			
	Tennant	✓			
190-15	**Schoppmeyer**	✓			
✓	**La Tour**	✓			
	Mayor Jordan				

8-0

City Council Meeting: **October 20, 2015**

Subject:	**Bid 15-42 JLA Enterprises, Inc.**				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Marsh			
C. 3 New Business	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
Passed	**Tennant**	✓			
191-15	**Schoppmeyer**	✓			
	La Tour	✓			
✓	**Mayor Jordan**				
		8-0			

Subject:	**Benchmark Construction of NWA Contract**				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Petty			
C. 4 New Business	**Long**	N			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
Passed	**Petty**	✓			
	Tennant	✓			
192-15	**Schoppmeyer**	✓			
✓	**La Tour**	N			
	Mayor Jordan				
		6-2			

City Council Meeting: **October 20, 2015**

Subject:	**McGoodwin, Williams & Yates, Inc. Amendment No. 3**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Marsh			
C. 5	**Long**	✓			
New	**Gray**	✓			
Business	**Marsh**	✓			
	Kinion	✓			
passed	**Petty**	✓			
	Tennant	✓			
193-15	**Schoppmeyer**	✓			
	La Tour	N			
✓	**Mayor Jordan**				

7-1

Subject:	**Grubbs, Hoskyn, Barton & Wyatt, Inc.**				
Motion To:					
Motion By:		Petty			
Seconded:		Marsh			
C. 6	**Long**	✓			
New	**Gray**	✓			
Business	**Marsh**	✓			
	Kinion	✓			
passed	**Petty**	✓			
	Tennant	✓			
194-15	**Schoppmeyer**	✓			
	La Tour	N			
✓	**Mayor Jordan**				

7-1

City Council Meeting: **October 20, 2015**

Subject:	**VAC 15-5206 (5026 Talon Trail/Falcon Ridge S/D)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Long		
Seconded:		Tennant	Gray		
C. 7	**Long**	✓	✓	✓	
New	**Gray**	✓	✓	✓	
Business	**Marsh**	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
passed	**Tennant**	✓	✓	✓	
5815	**Schoppmeyer**	✓	✓	✓	
	La Tour	✓	✓	✓	
✓	**Mayor Jordan**				
		8-0	8-0	8-0	

Subject:	**ADM 15-5205 (SW Corner Van Asche & Steele Blvds./CMN Business Park, Lot 6)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Tennant		
Seconded:		Marsh	Gray		
C. 8	**Long**	✓	✓	✓	
New	**Gray**	✓	✓	✓	
Business	**Marsh**	✓	✓	✓	
	Kinion	✓	✓	✓	
passed	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
5816	**Schoppmeyer**	✓	✓	✓	
	La Tour	✓	✓	✓	
✓	**Mayor Jordan**				
		8-0	8-0	8-0	

City Council Meeting: **October 20, 2015**

Subject:	**ANX 15-5181 (1620 S. Ed Edwards Rd./Salsbury)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Long		
Seconded:		Schoppmeyer	La Tour		
C. 9 New Business	**Long**	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
Passed	**Tennant**	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
5817	**La Tour**	✓	✓	✓	
✓	**Mayor Jordan**				
		8-0	8-0	8-0	

Subject:	**Amend Chapter 167 & 177**				
Motion To:		2nd Read	3rd Read	Pass	Amend to add Emergency Clause
Motion By:		Gray	Gray		Petty
Seconded:		Marsh	Marsh		Long
C. 10 New Business	**Long**	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
See next page	**Kinion**	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	La Tour	✓	✓	✓	✓
	Mayor Jordan				
		8-0	8-0	8-0	8-0

City Council Meeting:

Subject:					
Motion To:		Emergency Clause			
Motion By:		Long			
Seconded:		Marsh			
C.10.	**Long**	✓			
	Gray	✓			
	Marsh	✓			
5818	**Kinion**	✓			
	Petty	✓			
passed	**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				

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith,** City Clerk

FROM: **Kit Williams,** City Attorney

DATE: **October 21, 2015**

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

1. A resolution to approve Fayetteville Police Department Policies on Disciplinary and Award Procedures and Professional Standards and to eliminate Fayetteville Policies no longer needed on jailer Duty; Jail Emergency Plan, Prisoner Care and Suicide Identification.

2. A resolution to authorize the acceptance of a USDA Farmers Market Promotion Program Grant with the USDA Agricultural Marketing Service in the amount of $58,856.00 for the City to expand and promote economic opportunities for producers operating through the Fayetteville Farmers Market, to approve an agreement with the Rural Mountain Producers Exchange and to approve a budget adjustment.

3. A resolution to express the City Council's thanks and gratitude to the Walton Family Foundation for its generous $390,000.00 matching grant for the construction of the Clabber Creek Trail, to approve the grant agreement and to approve a budget adjustment to recognize this $390,000.00 grant.

4. A resolution to award bid no. 15-42, to authorize the contract with JLA Enterprises, Inc. in the amount of $425,521.90 for construction of a restroom and parking lot improvements at Gordon Long Park, to approve a 5% project contingency in the amount of $21,276.10, and to approve a budget adjustment.

5. A resolution to approve a contract with benchmark Construction of NWA, Inc. in the amount of $3,373,506.91 for the construction of the Recycling and Trash Collection facility expansion; to approve a project contingency in the amount of $150,000.00; to approve change order no. 1 to reflect value engineering items and reduce the contract amount by $298,732.00; and to approve a budget adjustment.

6. A resolution to approve amendment no. 3 to the agreement with McGoodwin, Williams and Yates, Inc. for construction phase services associated with the Recycling and Trash Collection Division office building expansion and site improvements in an amount not to exceed $217,861.00.

7. A resolution to authorize a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing services for the Recycling and Trash Collection facility expansion and improvements project in an amount not to exceed $25,000.00.

8. An ordinance to approve VAC 15-5206 submitted by Jorgensen And Associates, Inc. for property located at 5026 E. Talon Trail to vacate a drainage easement.

9. An ordinance to amend Ordinance No. 3936 by amending the restrictions which had prohibited restaurants by allowing such Use Unit 13 Restaurants with Outdoor Music as conditional uses upon a 2.24 acre parcel (lot 6) on the southwest corner of Van Asche and Steele Boulevards.

10. An ordinance to annex that property described in annexation petition ANX 15-5181 submitted by Curtis Hogue for property located at 1620 S. Ed Edwards Road containing approximately 0.83 acres.

11. An ordinance to repeal § 167.04 (J)(5) *Maintenance Agreement and Landscape Establishment Guarantee*, to enact § 167.10 **Tree Maintenance Agreements** and to amend § 177.05 (A)(2)(f) by deleting a portion of this subsection and enacting § 177.10 **Tree Maintenance Agreements** to improve maintenance and survivability of mitigation trees and to pass an emergency clause.

City of Fayetteville, Arkansas

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

Meeting Agenda - Final Agenda

Tuesday, October 20, 2015

5:30 PM

City Hall Room 219

City Council Meeting

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2015-0477

PUBLIC FACILITIES BOARD APPOINTMENT - MAYOR APPOINTMENT SUBJECT TO CONFIRMATION BY THE GOVERNING BODY

Attachments: PFB_agenda packet

2. 2015-0484

OZARK REGIONAL TRANSIT PRESENTATION

Agenda Additions:

A. Consent:

A. 1 2014-0513

APPROVAL OF THE SEPTEMBER 29, 2015 SPECIAL CITY COUNCIL MEETING MINUTES.

A. 2 2015-0467

FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON DISCIPLINARY AND AWARD PROCEDURES AND PROFESSIONAL STANDARDS AND TO ELIMINATE FAYETTEVILLE POLICIES NO LONGER NEEDED ON JAILER DUTY; JAIL EMERGENCY PLAN, PRISONER CARE AND SUICIDE IDENTIFICATION

Attachments: Agenda Packet - Police Policies 10202015

B. Unfinished Business:

B. 1 2015-0466

FAYETTEVILLE FIRE PENSION AND RELIEF FUND PROPOSAL TO CONSOLIDATE WITH LOPFI:

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE FIRE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI AND APPROVING AN EMERGENCY CLAUSE

Attachments:
- 2015-0466 Local Firemen's Pension Consolidation
- City Attorney Memo Regarding Legality of Assuming Pension Debts 092915
- City Attorney Memo Addional Information
- Fire Pension Board Resolution 093015
- MAYOR LIONELD JORDON AND FAYETTEVILLE CITY COUNCIL
- B. 1 Additional Fire Pension

At the October 6, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

C. 1 2015-0470

USDA FARMERS MARKET PROMOTION PROGRAM GRANT:

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A USDA FARMERS MARKET PROMOTION PROGRAM GRANT WITH THE USDA AGRICULTURAL MARKETING SERVICE IN THE AMOUNT OF $58,856.00 FOR THE CITY TO EXPAND AND PROMOTE ECONOMIC OPPORTUNITIES FOR PRODUCERS OPERATING THROUGH THE FAYETTEVILLE FARMERS MARKET, TO APPROVE AN AGREEMENT WITH THE RURAL MOUNTAIN PRODUCERS EXCHANGE AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: CC agenda packet - USDA Farmers Mkt Grant

BA_BUDGET_ADJUSTMENT_FORM_USDA Farmers' Market Promotional Gra

C. 2 2015-0476

WALTON FAMILY FOUNDATION:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S THANKS AND GRATITUDE TO THE WALTON FAMILY FOUNDATION FOR ITS GENEROUS $390,000.00 MATCHING GRANT FOR THE CONSTRUCTION OF THE CLABBER CREEK TRAIL, TO APPROVE THE GRANT AGREEMENT AND TO APPROVE A BUDGET ADJUSTMENT TO RECOGNIZE THIS $390,000.00 GRANT

Attachments: 2015-0476 - Walton Family Foundation Grant #2015-225)

BA - Walton Family Foundation Grant (Clabber Creek Trail 02016.1402)

C. 3 2015-0456

BID 15-42 JLA ENTERPRISES, INC.:

A RESOLUTION TO AWARD BID NO. 15-42, TO AUTHORIZE THE CONTRACT WITH JLA ENTERPRISES, INC. IN THE AMOUNT OF $425,521.90 FOR CONSTRUCTION OF A RESTROOM AND PARKING LOT IMPROVEMENTS AT GORDON LONG PARK, TO APPROVE A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $21,276.10, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2015-0456 Gordon Long Park Trailhead Improvements

2015-0456 BA - Gordon Long Park Trailhead Construction

C. 4 2015-0471

BENCHMARK CONSTRUCTION OF NWA CONTRACT:

A RESOLUTION TO APPROVE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $3,373,506.91 FOR THE CONSTRUCTION OF THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $150,000.00; TO APPROVE CHANGE ORDER NO. 1 TO REFLECT VALUE ENGINEERING ITEMS AND REDUCE THE CONTRACT AMOUNT BY $298,732.00; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2015-0471 Benchmark Construction

BA 2015-0471 RTC Expansion - Project 13021

C. 5 2015-0472

MCGOODWIN, WILLIAMS AND YATES, INC. AMENDMENT NO. 3:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE RECYCLING AND TRASH COLLECTION DIVISION OFFICE BUILDING EXPANSION AND SITE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $217,861.00

Attachments: 2015-0472 MWY Amendment 3

C. 6 2015-0473

GRUBBS, HOSKYN, BARTON & WYATT, INC.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR MATERIALS TESTING SERVICES FOR THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION AND IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $25,000.00

Attachments: 2015-0473 Agreement GHBW

C. 7 2015-0465

VAC 15-5206 (5026 TALON TRAIL/FALCON RIDGE S/D):

AN ORDINANCE TO APPROVE VAC 15-5206 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 5026 E. TALON TRAIL TO VACATE A DRAINAGE EASEMENT

Attachments: 15-5206 CC EX A & B

15-5206 Full Packet

C. 8 2015-0464

ADM 15-5205 (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6):

AN ORDINANCE TO AMEND ORDINANCE NO. 3936 BY AMENDING THE RESTRICTIONS WHICH HAD PROHIBITED RESTAURANTS BY ALLOWING SUCH USE UNIT 13 RESTAURANTS WITH OUTDOOR MUSIC AS CONDITIONAL USES UPON A 2.24 ACRE PARCEL (LOT 6) ON THE SOUTHWEST CORNER OF VAN ASCHE AND STEELE BOULEVARDS

Attachments: 15-5205 CC EX A & B

Exhibit C

15-5205 Full Packet

C. 9 2015-0444

ANX 15-5181: (1620 S. ED EDWARDS RD./SALSBURY):

AN ORDINANCE TO ANNEX THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 15-5181 SUBMITTED BY CURTIS HOGUE FOR PROPERTY LOCATED AT 1620 S. ED EDWARDS ROAD CONTAINING APPROXIMATELY 0.83 ACRES

Attachments: 15-5181 CC EXHIBITS

15-5181 CC DOCUMENTS

C. 10 2015-0474

AMEND CHAPTER 167 AND 177:

AN ORDINANCE TO REPEAL § 167.04 (J)(5) *MAINTENANCE AGREEMENT AND LANDSCAPE ESTABLISHMENT GUARANTEE*, TO ENACT § 167.10 **TREE MAINTENANCE AGREEMENTS** AND TO AMEND § 177.05 (A)(2)(f) BY DELETING A PORTION OF THIS SUBSECTION AND ENACTING § 177.10 **TREE MAINTENANCE AGREEMENTS** TO IMPROVE MAINTENANCE AND SURVIVABLITY OF MITIGATION TREES

Attachments: Exhibits A & B

2015-0474 Amendment to Chapter 167 and 177 to Provide an Additional Option

C. 10 Additional Amend Chp 167 and 177

D. City Council Agenda Session Presentations:

1. 2015-0458

AGENDA SESSION PRESENTATION: REPORT TO CITY COUNCIL ON INVASIVE SPECIES BY PETER NIERENGARTEN

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **October 14, 2015**

RE: **Pending or Threatened Litigation against the City**
Potential Illegal Exaction Case if Fire Pension is Consolidated with LOPFI

Every year I am required to report to our Auditors all pending or threatened litigation that could exceed $50,000.00 in liability. My most recent report issued on June 16, 2015, showed only *Scotts v. City of Fayetteville* with asserted claims of about $170,000.00 against the City. Since the Scotts failed to perfect their appeal to the Arkansas Court of Appeals, our victory in our two Motions For Summary Judgment is now final and all liability exposure in that case has ended.

However, if the City Council were to pass the proposed ordinance and agree to the proposed contract to transfer administration of the Closed Fire Pension Fund from its pensioner dominated local board to LOPFI, a new legal liability for the City and our taxpayers would be created. The City Council's action would transfer liability to make all benefit payments for this unsounded pension fund from the local pension board to Fayetteville taxpayers.

As I have repeatedly warned you, such an assumption of liability by the City of the multi-million dollar actuarial debt of the local Fire Pension is **likely an unconstitutional and prohibited extension of the City's credit that could form a basis for a multi-million dollar illegal exaction case against the City**. I would have to immediately inform Grant Thornton, LLP, our Auditors, about this major new litigation liability.

About a quarter century ago, the Fayetteville Board of Directors in a very short Special City Council meeting called for on December 31st quickly agreed to a Waste Disposal Agreement to pay enough to the Northwest Arkansas Resource Recovery Authority to cover its bond payments. The Arkansas Supreme Court held that this agreement "was in violation of *Article 16, section 1*, which provides that no municipality shall ever lend its credit for any purpose whatsoever." *Barnhart v. City of Fayetteville*, 321 Ark. 197, 206, 900 S.W. 2d 539, 543 (1995) (emphasis added).

That terrible mistake led to the ouster of every member of the Fayetteville Board of Directors prior to the normal expiration of their term of office and the waste of more than $5 million of Fayetteville ratepayer or taxpayer money on attorney fees. It is far too soon to make that same mistake again.

CONCLUSION

The constitutional manner to allow consolidation with LOPFI is to realistically eliminate the likelihood of the pension fund insolvency by the Fayetteville citizens raising the millage to support the pensions, or the Fire Pension Board reducing the pension benefits to prevent the pension fund's bankruptcy, or a combination of both.

Agreeing to the consolidation under the conditions presented by the Arkansas Pension Relief Board would likely result only in lining the pockets of lawyers wanting to sue us for the same violation of *Article 16 § 1* that cost us millions 20 years ago. The consolidation would then be blocked, there would be no relief or additional resources for the pensioners and our taxpayers would be forced to pay attorney fees that could be in the millions.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **October 6, 2015**

RE: **Possible Social Security Benefits For Retired Firefighters**

SOCIAL SECURITY BENEFITS CAN BE REDUCED BY PENSION BENEFITS

Although firefighters may work in other jobs covered by Social Security before and after the retirement, and thereby earn Social Security benefits, these benefits may be reduced (not by more than 50%) by the Fire Pension benefits received by the retired firefighters. Thus, Social Security benefits will not be as helpful to retired firefighters as for most other retired workers.

This is true for most pension beneficiaries who did not pay Social Security taxes for employment covered by the pension. If pension benefits are high enough, as much as 50% of what their Social Security benefit would have been will not be paid to the retired pensioner.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
Don Marr, Chief of Staff
Paul Becker, Finance Director

CC: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **October 8, 2015**

RE: Procedure to raise millage rate supporting closed Fire and Police Pension and Relief Funds: **Amendment 31 Police and Firefighters' Retirement Salaries and Pensions**

Amendment 30 City Libraries provides clear procedure for a petition for the tax levy for an election to establish or change the tax levy to support city libraries. **Amendment 32 County or City Hospitals** likewise establishes clear procedure for a petition for tax levy to support such public hospitals.

Amendment 31 Police and Firefighters' Retirement Salaries and Pensions has no similar procedural provisions explaining how to petition for an election to levy the millage. However, A.C.A. § 24-11-402, 403 and 404 (Police) and §§ 24-11-812 (Firefighters) provide statutory authorized procedures for submitting the question of millage to support these pension funds. I believe that the millage increase elections should be requested and called by:

1. Both pension boards should pass irrevocable resolutions requesting that the City Council consolidate administration of their pension funds

with LOPFI pursuant to a 25 year amortization with 0% COLA Agreement and appoint the City Council to be its agent in this process if the citizens approve increasing each fund's supporting millage from .4 to 1.0.

2. Then, the City Council should approve a Special Election for both funds to increase the millage rate from .4 to 1.0 mill to be paid to the City which would then pay all such millage revenue to the Arkansas Local Police and Fire Retirement System.

3. The City should draft an appropriate petition requesting an election to increase the millage for both funds with the proceeds to be paid to the City and then sent to the Arkansas Local Police and Fire Retirement System to fund both the local closed plans and the ongoing LOPFI plan for current police officers and firefighters when they retire.

If the citizens vote to increase the millage in order to enable the consolidation of the administration of the local closed plans and help pay future expenses for new police and fire retirees, the constitutional problems of the City of illegally assuming the debts of the closed plans should be resolved and the future financial stability of all pension benefits for all retirees (old and new LOPFI plans) should be assured.

Branson, Lisa

From: Smith, Sondra
Sent: Thursday, October 08, 2015 2:52 PM
To: Branson, Lisa
Subject: FW: Fayetteville Firemans Retiree Plan

Sondra

Office of the City Clerk Treasurer
Sondra E. Smith CAMC, CMC
City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
(479) 575-8323
ssmith@fayetteville-ar.gov

From: Pat Boudrey [mailto:patboudrey@cox.net]
Sent: Thursday, October 08, 2015 2:09 PM
Cc: Smith, Sondra <ssmith@fayetteville-ar.gov>; JODY CARRIERO <JodyC@oca-actuaries.com>; DAVID CLARK <Dclark@lopfi-prb.com>; KIT WILLIAMS <kwilliams@fayetteville-ar.com>; Becker, Paul <pbecker@fayetteville-ar.gov>
Subject: FW: Fayetteville Firemans Retiree Plan

From Donna Mason wife of FFD Retiree Larry mason

From: lkdjmason@aol.com [mailto:lkdjmason@aol.com]
Sent: Thursday, October 8, 2015 10:48 AM
To: mayor@fayetteville-ar.gov; ward1_pos1@fayetteville-ar.gov; ward1_pos2@fayetteville-ar.gov; ward2_pos1@fayetteville-ar.gov; ward2_pos2@fayetteville-ar.gov; ward3_pos1@fayetteville-ar.gov; ward3_pos2@fayettevile-ar.gov; ward4_pos1@fayetteville-ar.gov; longward4@gmail.com
Subject: Fayetteville Firemans Retiree Plan

Mayor Lioneld Jordan and the Fayetteville City Council

This email is concerning the old Fireman's Pension Plan for the City of Fayetteville.

I am Donna Mason, the wife of FFD retiree Larry Mason. My husband was a Fayetteville firefighter for the city, until he developed Parkinson Disease and had to take an early retirement. Larry was 34 years old when he first became ill. When Larry first became ill with Parkinson Disease I took him to Houston, TX to the best Parkinson doctor available. This specialist had done many studies on the disease and its causes. At the time the doctor told us that Larry probably had Parkinson Disease from being a fireman. Early onset of Parkinson Disease is very rare and firemen at the time had a higher percentage of the disease than the normal public. He stated that he had probably breathed some fumes in a fire and that caused the disease. My husband as Pat Boudrey stated in her email was a member of the "Old Guard". He went to numerous fires that required going into buildings and not having the proper equipment to safely protect the

firefighter. After he developed the disease Larry still worked as a fireman for about 8 years until the disease progressed to the point he could no longer work.

My husband has had the disease for 34 years and as you can imagine is classified as catastrophically disabled. My husband and I have been married for 46 years and I have taken care of him and stood beside him while raising two boys. We depend on this retirement for a living. When Larry joined the fire department he was told his retirement that he contributed to would be for the rest of his life and for the rest of my life as well. He was not allowed to pay into social security or medicare as some of the other city jobs are.

My husband risked his life to protect the City of Fayetteville and make the City a more secure place to live. My husbands life story is just one of many similar stories from these aging firefighters. I feel like it is the moral duty of the City of Fayetteville to take care of the aging firefighters and their spouses and stand by them in their time of need. It is very stressful to take care of a severely disabled person and I am asking the City of Fayetteville to help relieve some of this stress by voting for the retirement plan to be sent to LOPFI with the current benefits.

Thank you,

Donna Mason
479-530-1310
lkdjmason@aol.com

This email has been checked for viruses by Avast antivirus software.
www.avast.com

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0471

Agenda Date: 10/20/2015 **Version:** 1 **Status:** ATS Review

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 3

BENCHMARK CONSTRUCTION OF NWA CONTRACT:

A RESOLUTION TO APPROVE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF $3,373,506.91 FOR THE CONSTRUCTION OF THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $150,000.00; TO APPROVE CHANGE ORDER NO. 1 TO REFLECT VALUE ENGINEERING ITEMS AND REDUCE THE CONTRACT AMOUNT BY $298,732.00; AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Benchmark Construction of NWA, Inc. in the amount of $3,373,506.91 for the construction of the Recycling and Trash Collection Facility Expansion, and further approves a project contingency in the amount of $150,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to the contract with Benchmark Construction of NWA, Inc. to reflect value engineering items and reduce the contract amount by $298,732.00.

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

City of Fayetteville Staff Review Form

2015-0471

Legistar File ID

10/20/2015

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

Chris Brown	10/7/2015	Recycling & Trash Collection / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests a Resolution to approve a contract with Benchmark Construction of NWA in the amount of $3,373,506.91 for the construction of the Recycling and Trash Collection Facility Expansion, approval of a project contingency in the amount of $150,000, approval of Change Order No. 1 to reduce the contract by $298,732.00 to reflect value engineering items, and approval of a budget adjustment in the amount of $1,461,465.00 to increase the project budget.

Budget Impact:

Various	Recycling & Trash Collection
Account Number	Fund
13021	SW Office & Transfer Station Expansion
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	2,308,845.00
		Funds Obligated	$	199,252.90
		Current Balance	$	2,109,592.10
Does item have a cost?	Yes	Item Cost	$	3,074,774.91
Budget Adjustment Attached?	Yes	Budget Adjustment	$	1,461,465.00
		Remaining Budget	$	496,282.19

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Dept. Director
Jeff Coles, Recycling and Trash Collection Division Head

FROM: Chris Brown, P.E., City Engineer CB

DATE: October 8, 2015

SUBJECT: **Approval of a Contract with Benchmark Construction of NWA for construction of the Recycling and Trash Collection Facility Expansion, approval of Change Order No. 1 reflecting value engineering items, approval of a project contingency budget, and approval of a budget adjustment**

RECOMMENDATION:
Staff recommends approval of a contract with Benchmark Construction in the amount of $3,373,506.91 and a simultaneous change order reducing the contract amount by $298,732.00 for construction of approximately 5450 square feet of new office space and approximately 2800 square feet of renovated space at the Recycling and Trash Collection Facility Expansion on Happy Hollow Road. A budget adjustment to provide adequate funding for the project is also recommended.

BACKGROUND:
The Recycling and Trash Collection Division is in need of expansion/improvements to their facility on Happy Hollow Road, to include expansion and improvements to their offices and transfer station building, parking areas, access drives, and other site elements. This expansion will provide additional office and meeting spaces for existing staff as well as provide for space for future expansion as the City continues to grow. The total expansion area is approximately 5450 square feet. The existing office area (approximately 2800 SF) will also be renovated. The expansion has been designed with the goal of LEED Silver Certification.

DISCUSSION:
Bids were received on September 10th; two contractors submitted bids, with Benchmark Construction providing the lowest responsive bid at $3,373,506.91. This was approximately 12.5% above $3 million in funds certified for the bid; therefore, staff began a value engineering process to identify items to remove from the contract to reduce the project amount. $298,732.00 in reductions have been identified, as detailed in the attached Change Order No. 1. The value engineering items include removal of an aluminum walkway from the office area to

the recycling area that was to be used as an auxiliary walkway to avoid walking through the trash tipping floor to the recycling area, waiving dumpster fees to the contractor, and removing painting and landscaping items. (Painting and landscaping will be completed by City staff at a reduced cost.)

BUDGET/STAFF IMPACT:
This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund. The total project cost, including engineering and architectural fees, construction, furnishings and equipment, and contingency, is $4,134,463. This is compared to the $3.5 million estimated cost when the project began. This increase is due to higher than anticipated construction bids. The higher bids received on this project are indicative of a tight construction market, which has resulted in fewer bidders and higher bids on multiple City projects over the past several months. Bids on this project are some 50% higher than initial planning estimates when the design of the project began.

Current funds available in the project total approximately $2.1 million. The proposed budget adjustment includes reallocation of funds remaining in the following capital projects to increase the Solid Waste Office & Transfer Station Expansion project:

- $480,330.00 from the Compost Site Slab Expansion project
- $31,829.00 from the Westside Recycling Drop Off Facility project
- $591,000.00 from the Recycling Drop Off Facility (North/Central) project
- $40,000.00 from the Solid Waste Madvac project.

$318,306.00 is also requested from Recycling & Trash Collection Fund reserves for a total project increase of $1,461,465.00. As detailed above, approximately $827,000 of this budget adjustment is for the purpose of fully funding the project to the $3.5 million budget level, and approximately $634,000 represents the increase over the $3.5 million budget to the current estimate of $4.1 million.

Attachments:
Contract with Benchmark Construction
Change Order No. 1 with Benchmark Construction
Budget Adjustment
Purchase Order Request
Exterior elevation and interior floorplan drawings
Bid Tabulation

A G R E E M E N T

AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year _____ by and between the **CITY OF FAYETTEVILLE** and **BENCHMARK CONSTRUCTION OF NWA, INC., hereinafter called CONTRACTOR** .

1. The **CONTRACTOR** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

   Transfer Station and Material Recovery Facility Expansion – Contract Section 1: Office Building & Site Improvements, located at 1560 Happy Hollow Road, consisting of the following work: Approximately 2,800 square feet of renovated space and approximately 5,200 square feet of new construction, with associated parking, drives, landscaping, and all other items as detailed and specified for a complete installation.

2. The **CONTRACTOR** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and agrees that the **WORK** will be Substantially Completed and placed in service within Three Hundred sixty (360) calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within three hundred ninety (390) calendar days after the date when the Contract Times commence to run. The **CONTRACTOR** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **$1,500** for each calendar day that expires after the time specified above 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 above for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner **$500** for each day that expires after the time specified above for completion and readiness for final payment.

4. The **CONTRACTOR** agrees to perform all of the WORK described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.

5. The term **CONTRACT DOCUMENTS** shall mean and include the following:

   5.1 Invitation to Bid

   5.2 Instructions to Bidders

5.3 Standard Terms and Conditions

5.4 Bid

5.5 Bid Bond

5.6 Agreement between City of Fayetteville and Contractor

5.7 Performance and Payment Bond

5.8 General Conditions

5.9 Supplementary Conditions

5.10 Prevailing Wage Rates

5.11 Notice of Award

5.12 Notice to Proceed

5.13 Project Specifications and Contract Documents (Project Manual)

5.14 Addenda Numbers 1 to 4.

5.15 Change Orders or other Written Amendments described in Paragraph 3.04 of the General Conditions.

5.16 Drawings consisting of 90 sheets.

6. The **CITY OF FAYETTEVILLE** shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds for the performance of the Contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, for unit and lump sum prices in the Bid, the total sum being

Three million three hundred seventy three thousand five hundred six and 91/100 ($ 3,373,506.91).
(use words) (figures)

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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, it 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 of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, 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. This contract must be interpreted under Arkansas Law.

8.8 The Project has been designed by McGoodwin, Williams and Yates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have 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 Engineer on their behalf.

OWNER

CITY OF FAYETTEVILLE

BY _____

Mayor Lioneld Jordan

ATTEST_____

Address for giving notices:

113 W. Mountain

Fayetteville, AR 72701

CONTRACTOR

BENCHMARK CONSTRUCTION OF NWA, INC.

BY Stephen Smith, CEO

Stephen Smith, CEO

ATTEST Brenda L. Larsen

Address for giving notices:

333 W. Poplar, Suite A

Fayetteville, AR 72703

License No. 0033500416

Agent for service of process:

Stephen Smith, CEO

(If **CONTRACTOR** is a corporation, attach evidence of authority to sign.)

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Transfer Station and Materials Recovery Facility Expansion	Owner: City of Fayetteville	Owner's Contract No.: Bid #15-44
Contract: Contract Section I – Office Facilities and Site Improvements		Date of Contract: October 20, 2015
Contractor: Benchmark Construction of NWA, Inc.		Engineer's Project No.: FY-355

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Scope reduction from value-engineering process as itemized in the attachment.

Attachments (list documents supporting change):
Attachment to Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 3,373,506.91	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 360 Ready for final payment (days or date): 390
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $ 0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: Substantial completion (days): -0- Ready for final payment (days): -0-
Contract Price prior to this Change Order: $ 3,373,506.91	Contract Times prior to this Change Order: Substantial completion (days or date): 360 Ready for final payment (days or date): 390
Decrease of this Change Order: $ 298,732.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): -0- Ready for final payment (days or date): -0-
Contract Price incorporating this Change Order: $ 3,074,774.91	Contract Times with all approved Change Orders: Substantial completion (days or date): 360 Ready for final payment (days or date): 390

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Brad B Hall	By: _____	By: Stephen Smith
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: October 8, 2015	Date: _____	Date: October 8, 2015

ATTACHMENT TO CHANGE ORDER NO. 1
Transfer Station and Materials Recovery Facility Expansion
Contract Section I - Office Facilities and Site Improvements

Bid Item No.	Bid Item and Itemization of Changes	Cost Addition/ (Deduction)
3	**Building Construction and Renovation**	
	Deduct Painting of Renovated Spaces*	$ (20,520.00)
	Substitute PVC for Cast Iron Pipe for Sewer Under Slab	$ (3,000.00)
	Deduct Cast Iron Pipe Wrap	$ (4,580.00)
	City Waive Dumpster Fees	$ (17,389.00)
	Substitute Polished Concrete for Plank Flooring in Conf. Room	$ 331.00
	Subtotal	**$ (45,158.00)**
4 & 10	**General Site Improvements and Heavy Duty Concrete Paving**	
	Deduct Landscaping and Irrigation but Retain Sleeves	$ (118,638.00)
	Deduct Truck Staging Concrete Paving (Bid Item 10) and Overlay Area	$ (44,936.00)
	Subtotal	**$ (163,574.00)**
11	**Elevated Walkways**	
	Deduct this Item in total	$ (90,000.00)
	Subtotal	**$ (90,000.00)**
	Total Cost Deduction	**$ (298,732.00)**

*Painting includes tape and finishing of new and existing drywall where damaged; painting, staining and sealing of all wood base, trim and cabinets; exposed structural steel painting; repair existing finishes left in place and repair areas from demolition; caulking and wood filler; sealer for concrete floors (polished floor sealing by other sub); tackable surfaces

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: **10/20/2015**

P.O Number:

Vendor #: **68230**

Vendor Name: **Benchmark Construction of NWA**

Mail ☑ YES ☐ NO

Legistar#: 2015-0471

Address:

FOB Point:

Taxable ☐ YES ☑ NO

Expected Delivery Date:

City:

State:

Zip Code:

Ship to code: **170**

Quotes Attached ☐ YES ☑ NO

Requester: **Ginny Gundlach**

Requester's Employee #: **2283**

Extension: **3489**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	**Construction for RTC Expansion Project - Building Improvements**	**1**	**LOT**	**2,152,436.99**	**$2,152,436.99**	**5500.5080.5804.00**	**13021 / 2000**		**6263**
2	**Construction for RTC Expansion Project - Site Improvements**	**1**	**LOT**	**922,337.92**	**$922,337.92**	**5500.5080.5816.00**	**13021 / 1000**		**6264**
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:	**$3,074,774.91**
Tax:	**$0.00**
Total:	**$3,074,774.91**

Approvals:

Mayor: _____

Department Director:_____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

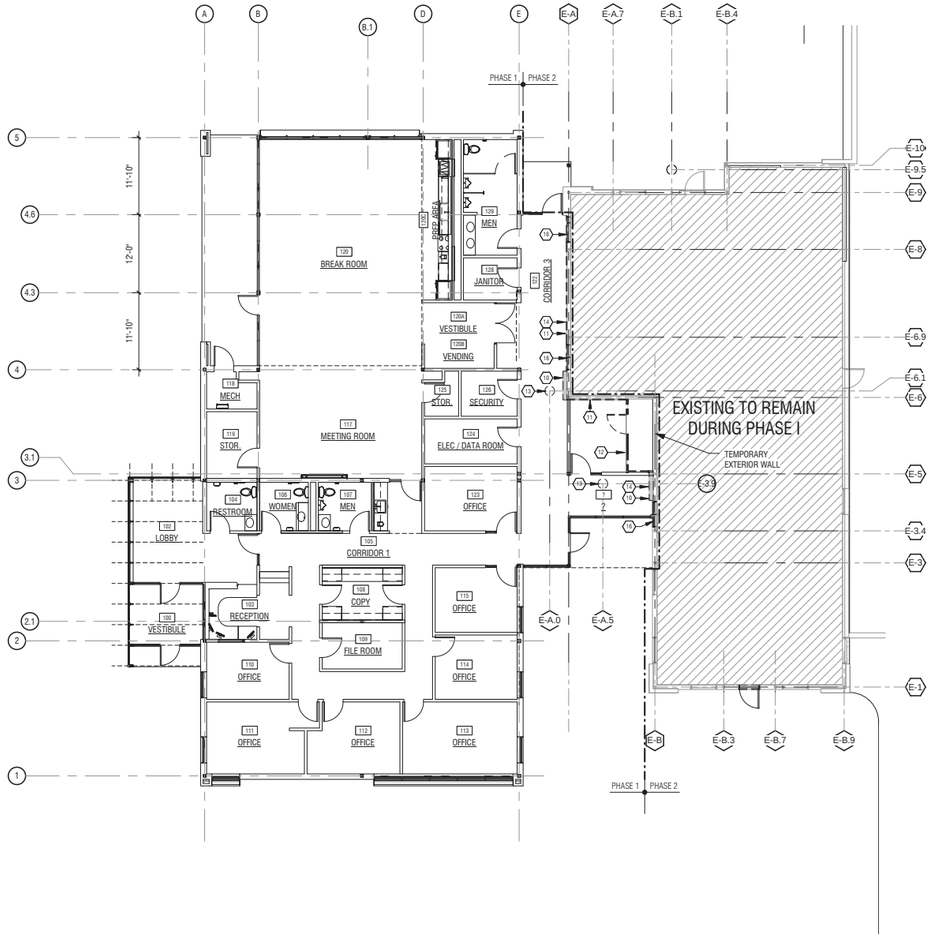
IT Director:_____

Dispatch Manager:_____

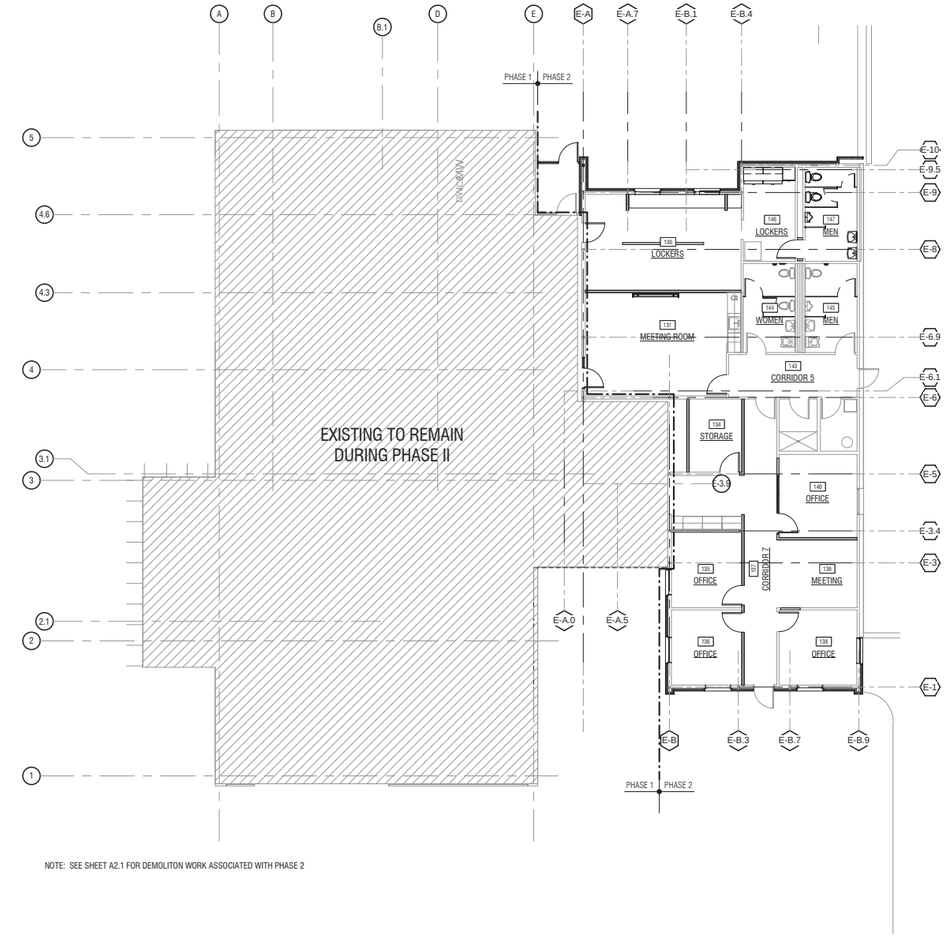
Utilities Manager:_____

Other:_____

Revised 1/21/2015



1 A1.1 CONSTRUCTION PHASING PLAN - PHASE 1
3/32" = 1'-0"



NOTE: SEE SHEET A2.1 FOR DEMOLITON WORK ASSOCIATED WITH PHASE 2

2 A1.1 CONSTRUCTION PHASING PLAN - PHASE 2
3/32" = 1'-0"

DEMOLITION KEYED NOTES:

MARK	DESCRIPTION
1	REMOVE EXISTING CABINETRY
2	REMOVE ALL EXISTING FIXTURES/PARTITIONS IN BATHROOMS
3	REMOVE EXISTING DOOR & DOOR FRAME
4	REMOVE EXISTING WALL
5	REMOVE EXISTING WINDOW & TRIM
6	REMOVE EXISTING DRINKING FOUNTAIN
7	REMOVE PORTION OF EXISTING WALL
8	REMOVE EXISTING WALL FINISH AND ANY EXISTING WALL INSULATION, PREPARE STUDS FOR NEW FINISH AND INSULATION
9	VERIFY CONDITION OF EXISTING STUD WALL TO BE RE-FINISHED, REPAIR AND REPLACE STUDS / TRACK AS REQ'D.
10	REMOVE EXTERIOR BUILD-OUT PREPARE EXISTING EXTERIOR STUD WALL FOR NEW WORK AS REQUIRED.
11	REMOVE EXISTING EXTERIOR METAL PANEL FINISH AND SHEATHING, PREPARE WALL FOR NEW FINISHES AND INSULATION. PROVIDE TEMPORARY WEATHER BARRIER WHERE NEEDED.
12	REMOVE EXISTING STOREFRONT
13	REMOVE EXISTING CANOPY STRUCTURE, PROVIDE TEMPORARY EXTERIOR ENCLOSURE. SEE STRUCTURAL.
14	REMOVE EXISTING PARAPET, PROVIDE TEMPORARY ENCLOSURE AND SUPPORT FOR ROOFING
15	REMOVE EXISTING WINDOW, PREPARE OPENING FOR NEW WORK OR REPLACEMENT WINDOW
16	REMOVE EXISTING WINDOW
17	
18	
19	
20	

GENERAL DEMOLITION NOTES:

1. EXISTING BUILDING IS TO REMAIN IN OPERATION DURING THE CONSTRUCTION OF PHASE 1. OCCUPANTS TO MOVE INTO PHASE 1 TO ALLOW FOR PHASE 2 RENOVATION WORK TO TAKE PLACE. BOTH PHASES WILL REQUIRE THAT THE OCCUPIED PORTION OF THE BUILDING REMAIN ACCESSIBLE TO THE PUBLIC.
2. SEQUENCE REMOVAL OF EXISTING EXTERIOR COMPONENTS TO MINIMIZE TIME THAT BUILDING WILL BE EXPOSED TO WEATHER, PROVIDE TEMPORARY WALLS, SHEATHING, WEATHER BARRIERS AND FLASHING WHERE REQUIRED TO KEEP THE OCCUPIED BUILDING AIR/WEATHERTIGHT.

DEMOLITION FLOOR PLAN LEGEND

- TO BE DEMOLISHED
- EXISTING TO REMAIN
- NEW
- PHASE MATCHLINE

REV	DATE	BY	DESCRIPTION

PRELIMINARY - NOT FOR CONSTRUCTION

DESIGNED LF | DRAWN LF | CHECKED DP

PLANS NO. FY355CS1

McGoodwin Williams & Yates
Engineering Confidence
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RECYCLING AND TRASH OFFICES

CONSTRUCTION PHASING PLAN-SEQUENCE

STRUCTURE NO.

SHEET NO. A1.1

City of Fayetteville, Arkansas
Purchasing Division

OFFICIAL BID TABULATION

Bid 15-44, Construction - Transfer Station and Material Recovery Facility Expansion

Thursday, September 10, 2015, prior to 2:00 PM, local time

				Benchmark Construction of NWA Inc				Milestone Construction Company LLC			
ITEM	DESCRIPTION	Est Qty	Unit								
1	General Conditions (Insurance and Bonding)	1	LS	x	$ 35,573.06	=	$ 35,573.06	x	$ 48,337.00	=	$ 48,337.00
2	Mobilization (Not to exceed 5% of total bid)	1	LS	x	$ 67,470.00	=	$ 67,470.00	x	$ 196,850.00	=	$ 196,850.00
3	Building Construction and Renovation including approximately 2800 square feet of renovated space and approximately 5200 square feet of new construction, including all piping within 5 feet of the building and all other items as detailed and specified for a complete installation	1	LS	x	$ 2,130,617.00	=	$ 2,130,617.00	x	$ 2,383,606.00	=	$ 2,383,606.00
4	General Site Improvements, including earthwork, clearing and demolition, truck ramp extensions, site utilities, storm drainage, finish grading and landscaping, gravel paving, environmental permit compliance, and all other items as detailed and specified for a complete installation, EXCLUDING unit price items detailed in other bid items below	1	LS	x	$ 761,062.00	=	$ 761,062.00	x	$ 913,546.00	=	$ 913,546.00
5	Undercut and Backfill (owner-provided) aggregate fill, complete in place	6,000	CY	x	$ 14.50	=	$ 87,000.00	x	$ 14.50	=	$ 87,000.00
6	Undercut and Backfill (contractor-provided) select fill, complete in place	1,000	CY	x	$ 17.50	=	$ 17,500.00	x	$ 17.50	=	$ 17,500.00
7	Geogrid Subgrade Reinforcement Matting, complete in place	4,100	SY	x	$ 9.75	=	$ 39,975.00	x	$ 9.75	=	$ 39,975.00
8	Heavy-Duty Asphalt Paving Section, including subgrade preparation, 7" Class 7 Base Course, 3" ACHM Binder Course, and 2" ACHM Surface Course, complete in Place	2,075	SY	x	$ 32.25	=	$ 66,918.75	x	$ 37.28	=	$ 77,356.00
9	Light-Duty Asphalt Paving Section, including subgrade preparation, 6" Class 7 Base Course, 3" ACHM Surface Course, complete in place	2,355	SY	x	$ 16.50	=	$ 38,857.50	x	$ 26.04	=	$ 61,324.20
10	Heavy-Duty Concrete Paving Section, including subgrade preparation, 4" Class 7 Base Course, 9.5" Concrete Paving Course, complete in place	710	SY	x	$ 52.16	=	$ 37,033.60	x	$ 24.65	=	$ 17,501.50
11	Elevated Walkways, complete In Place	1	LS	x	$ 90,000.00	=	$ 90,000.00	x	$ 90,000.00	=	$ 90,000.00
12	Trench Excavation Safety System as required by Act 291 of the 1993 Arkansas General Assembly	1	LS	x	$ 1,500.00	=	$ 1,500.00	x	$ 1,000.00	=	$ 1,000.00
			TOTAL BASE BID				$ 3,373,506.91				$ 3,933,995.70

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

CERTIFIED: P. Vice — Carolyn Reif — 9-10-15

P. Vice, Purchasing Manager — Witness — Date

** Denotes Calculation error

** Bid is rejected due to mobilization percentage exceeding 5% of Total Amount Bid

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division:	Transportation Services	Adjustment Number
2015	Dept.:	Transportation Services	
	Requestor:	Ginny Gundlach	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

The Recycling & Trash Collection Division requests approval to reallocate funds remaining in the following capital projects to increase the Solid Waste Office & Transfer Station Expansion project: $480,330.00 from the Compost Site Slab Expansion project, $31,829.00 from the Westside Recycling Drop Off Facility project, $591,000.00 from the Recycling Drop Off Facility (North/Central) project, and $40,000.00 from the Solid Waste Madvac project. $318,306.00 is also requested from Recycling & Trash Collection Fund reserves for a total project increase of $1,461,465.00.

COUNCIL DATE: 10/20/2015

LEGISTAR FILE ID#: **2015-0471**

Kevin Springer
10/8/2015 4:53 PM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

RESOLUTION/ORDINANCE

POSTED: /

v.20150925

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
TOTAL	318,306	318,306				
5500.5080.5816.00	1,461,465	-	***13021***	***1000***	EX	Solid Waste Improvements
5500.5080.5816.00	(480,330)	-	10002	1	EX	Solid Waste Improvements
5500.5080.5816.00	(31,829)	-	10003	1	EX	Solid Waste Improvements
5500.5080.5816.00	(591,000)	-	12004	1	EX	Solid Waste Improvements
5500.5080.5816.00	(40,000)	-	13022	1	EX	Solid Waste Improvements
5500.0950.4999.99	-	318,306			RE	Use of Fund Balance
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Newly revised Page 3 of Exhibit A

(D) *Removal by city.* If the conditions described in a notice given, as set forth above, are not removed or corrected within 20 days after such notice given, the mayor, or his/her duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for the costs. Enforcement of the lien shall be set forth in §95.03 of the *Fayetteville Code of Ordinances.* Such action shall not be taken if the owner has evidenced a willingness to comply by hiring a qualified tree service before the expiration of the 20 day period.

(Code 1991, §162.06; Ord. No. 3699, §6, 4-20-93; Ord. No. 3963, §4, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.09 Local Disaster Emergency

If it becomes necessary for the mayor to declare a local disaster emergency pursuant to A.C.A. §12-75-108(b)(2), the provisions of this chapter may be suspended for up to 30 days, if strict compliance with its provisions would prevent, hinder, or delay actions necessary to cope with the disaster emergency.

(Ord. No. 4316, 6-5-01; Ord. No. 4340; 10-2-01)

167.10 Tree Maintenance Agreements

(A) *Maintenance agreement and landscape establishment guarantee.* All plans requesting on-site mitigation or off-site forestation shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(1) Approval of a plan requesting on-site mitigation or off-site forestation shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.

(2) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.

(3) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.

(4) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(5) However, in lieu of cash surety, letter of credit, or bond, the monitoring and maintenance requirement may also be met through proof of a three year tree maintenance contract with a landscape contractor approved by the Urban Forester. The contract shall name the City of Fayetteville as a third party beneficiary. This fully executed contract shall contain:

(a) itemized proof of payment or charge for 3 years of watering and maintenance for each required tree.

(b) a clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the City's tree escrow account the normal original amount set forth in section 167.04(J)(4).

(c) after inspection by the Urban Forester at the end of the three year period, if the Urban Forester determines that less than 90% of the trees are found healthy and with a reasonable chance of surviving to maturity, the trees shall be replaced by the developer within 60 days of notice from the Urban Forester. If the developer fails to comply, the City would recover losses as outlined in the contract."

167.~~10~~11-167.99 Reserved

Provided in lieu of original, as correction.

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

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

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

City of Fayetteville Arkansas
City Council Special Meeting
September 29, 2015

A special meeting of the City Council was held on September 29, 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, Martin Schoppmeyer, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience. Alderman Long arrived after roll was taken.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Presentation - Old Firemen's Pension Plan Presentation by Arkansas Fire and Police Pension Review Board (PRB) Representatives.

Paul Becker, Finance Director introduced David Clark, the Executive Director of Arkansas Local Police and Fire Retirement System (LOPFI) and PRB and Jody Carreiro who is the Actuary for the PRB. He stated they would do a presentation to talk about the condition of the old Fire Pension Fund that is administered at the city. He stated it has been declared actuarially unsound since approximately 2006 or 2007.

UNOFFICIAL

David Clark, Executive Director of LOPFI and PRB: We were here in 2010 to talk about what is called, Projected Insolvent. Under the Arkansas Fire and Police Pension Review Board, (PRB), the board is tasked with identifying local Pension Funds such as the Fayetteville Fire Pension Fund when they have what is projected to be fewer than ten years of assets left available to pay benefits. We presented a report to give the local board and City Council members an indication as to what was going to likely happen with the Pension Fund if there weren't some changes such as an infusion of cash, better investments, and changes in mortality.

The report tonight will be quite a bit different than the 2010 report. We are charged as an agency under state law to present this information to you and provide some possible alternatives for your consideration. It will then be up to you to decide what to do with that information. In your packet we have another report, LOPFI, the Arkansas Local Police and Fire Retirement system. That report talks about consolidation. This is where you assign the administration of the local Fire Pension Fund over to LOPFI for administration of the Pension Fund. There are costs that come with that. Jody Carreiro will present that in his report. You are going to see both his report and the cover letter with LOPFI and then the report from the LOPFI actuaries behind that cover letter.

Jody Carreiro, Actuary for Osborn, Carreiro & Associates, Inc. gave a presentation of the actuarial report to City Council. He explained a LOPFI consolidation option. He stated when a local plan consolidates with LOPFI the plan assets are all transferred to LOPFI for them to administer and invest. The local pension board is dissolved and the agreement would be between LOPFI and the city board. He stated the city board would then have to sign an agreement with LOPFI and that agreement is, we will pay the benefits that you told us everybody was getting if you pay the monthly rate that we tell you to pay. He stated the city signs on that we are going to pay whatever LOPFI has for us to pay. The benefits from that point, LOPFI guarantees them. He stated even if the plan ran out of money after consolidation, LOPFI covers that. He stated they charge you whatever their rate is as time goes on.

A copy of the report is attached.

Alderman La Tour: What would the payment be on a 15 year amortization? If it is going to be a changing number, what is the average cost per year?

Jody Carreiro: If you look at scenario J in your packet, the expected LOPFI contributions starts at high $700,000's and goes to $1.9 million. If you did that you would have to have more money for the plan almost from the get go.

Alderman La Tour: You can't tell me how much that is?

Paul Becker: John, it would be $40,000 next year more than we are paying now.

Alderman La Tour: What are we paying now?

Jody Carreiro: Right at $750,000 between premium tax and millage.

Alderman La Tour: I'm not seeing the distinction between premium tax and millage.

UNOFFICIAL

Jody Carreiro: Those are the two sources.

City Attorney Kit Williams: Right now we aren't paying any General Fund money out. There is a dedicated millage that has to go to them, we don't have any options. The same thing for the insurance money. It comes directly to them and does not go to us. It's not our money.

Alderman La Tour: This meeting is about unfunded liabilities.

Jody Carreiro: Yes, sir.

Alderman La Tour: Something is going to have to come from our General Fund. Is that what you are suggesting or are we going to cut benefits?

Jody Carreiro: I'm suggesting there is a way to do both. The 15 year amortization option is not going to do it because that is going to take more General Fund money immediately. We looked at several options on the 25 year.

Jody Carreiro had everyone refer to their packet as he discussed one of the 25 year options.

Alderman Marsh: When talking about millage increases, you aren't talking about a 3% increase in the millage each year, but you are talking about a 3% increase in the revenue from the millage?

Jody Carreiro: Yes, you are absolutely right.

Alderman La Tour: Appraised values have to go up 3% a year?

Jody Carreiro: Yes, sir. Over the last ten years they have grown over 3%.

Alderman La Tour: Are other cities in Arkansas having the problem we are having with unfunded liabilities?

Jody Carreiro: Yes. In the last five years since the Pension Review Board started declaring various cities Projected Insolvent, we have had a dozen or so that we have had similar meetings with them and gave various options. The options are different for everyone. We started with nine and it went up to 14 and there is only about five left. We have worked through this with many of them and found a solution that is worthwhile.

Alderman La Tour: Are we the largest of the five?

Jody Carreiro: Little Rock Police was largest. They found additional money and consolidated. They did a little of both.

Alderman La Tour: Are you going to recommend some hybrid solution for us?

UNOFFICIAL

Jody Carreiro: In a sense it is a hybrid solution because what is in the report from the LOPFI actuary is a straight 25 year amortization which starts at $545,000 and goes up 4% a year for 25 years. What I am suggesting is that you put all of the $750,000 into the fund even though the required payment is $545,000. You make extra payments in the early years. If you don't make payments in the early years then that LOPFI contribution amount is going to be a lot more than what your sources are.

Alderman La Tour: In you presentation you stated an option was to pay $150,000 to $200,000 a year which we couldn't come up with. Now, you suggest we pay $750,000 a year.

Jody Carreiro: The $750,000 is the money that is already here. That is the sources you already have. It is the property tax, four tenths of a mil, and a little over $200,000 is right now coming in from premium tax money.

Alderman La Tour: We don't have to pay anything out of General Fund?

Jody Carreiro: This is the only way I can see that you can use your current resources and your current sources of income to pay down this unfunded. Any other solution requires some General Fund money.

Paul Becker: There is one thing we aren't coming to grips with. Right now we are bringing in roughly $750,000. That is the income coming in. We are paying over a million dollars out to pensioners. Our investment balances are being used to pay pensioners at that point in time. We aren't at the positive level.

Alderman La Tour: When he shows me $4.5 million in assets and $13 million in unfunded liabilities that looks insolvent to me.

Paul Becker: It is actuarially unsound. On a payment basis we are paying out roughly a half a million dollars more than we are taking in right now. That investment balance is being depleted. He is trying to recommend a solution to reduce the depletion of the investment balance as much as possible.

Alderman La Tour: What Jody is offering us is an option that doesn't require any General Fund money.

Paul Becker: He's not done yet.

Jody Carreiro: In general you are right. This is the one way that could work. If investment returns are less than 8% for a couple years then there is an actuarial loss that gets assigned to your fund and that would push the rate up. If nobody dies for a few years you have an actuarial loss because you are assuming a mortality table and folks pass away at different times. When that happens it is recalculated and those losses are recalculated in and it pushes the rate up. If there are investment gains or if folks die faster than they are supposed to or other assumptions, we have gains on our actuarial part. It reduces the unfunded and the required contribution goes down. There are no guarantees. This is based on best projections and assumptions.

UNOFFICIAL

Alderman La Tour: On a scale from one to ten with ten being the most certainty, what in your estimation is the likelihood of achieving these assumptions for us to get there without bringing any money in from the General Fund? You are painting a very rosy picture which I don't think is realistic.

Jody Carreiro: Every assumption needs to be discussed or thought about in those terms. The mortality assumption, I think is very good. There are good experience studies to back those up. We have a hand on what mortality is going to be, but with a small group like this more people or less people are going to die. LOPFI's actuaries are suggesting that maybe they need to reduce their investment returns. If LOPFI only earns 7% for the next 25 years instead of 8%, would you have enough money under this scenario? Under this scenario you would still have enough money if LOPFI only earns 7% for the next 20 years, instead of 8%. An actuary is never going to give you a ten. I'd give this probably an eight. They are solid assumptions with enough conservatism built in.

Alderman La Tour: So it is a no brainer, right? 80% chance of success and doesn't cost us a penny.

Jody Carreiro: I didn't say that.

Alderman La Tour: That is what you are suggesting.

Jody Carreiro: If I line up all of your choices on what probabilistically is most likely, this is by far the best thing. Everything else either cost you money, cost you going to court or cost you additional general revenue. It may not be the best of bad solutions, but it is the best solution that is available. If you believe the millage growth can continue, the property value growth can continue at 3% a year over the long term then this works. If you think that number is 2% I've got a scenario for you. It will cost you General Fund money in about 15 years.

City Attorney Kit Williams: I know these figures that you are starting with were from December 31st of last year. The LOPFI assumptions are that we are going to earn 8% a year. This year the market has been down over 8%, that is a 16% gap and it reduced the Pension Fund way much more than it would have been. Does that not affect your scenario? Instead of going up 8%, we have gone down 8% in our Pension Fund.

Jody Carreiro: You are absolutely right that we are working on the end of December 31, 2014. I don't have current numbers to know where we are at as of today. It would have an effect. The LOPFI report, from Gabriel Roeder Smith & Company (GRS), said that's the guaranteed rate for the first year. You have a year for that to even itself out.

City Attorney Kit Williams: But then we have 24 more years.

Jody Carreiro: That is correct.

UNOFFICIAL

Alderman Petty: The millage revenues increased at 3% per year based on a ten year history. Is that right?

Jody Carreiro: Yes.

Alderman Petty: Do you know what it is over a 25 year history? I'm asking because over the last ten years we have experienced some major outlier years in our economy.

Jody Carreiro: No. Paul, do you have any idea?

Paul Becker: No. I haven't calculated that far.

Jody Carreiro: I have more years in our data bank, but I don't have that with me. I can see what I have and email back to you.

Alderman La Tour: Every time a fireman gets on that truck they are risking their lives. We owe it to these retired firemen to fund their pension plan. I don't know of any similar obligation we have to the Walton Arts Center, but we are funding them all kinds of money. Meanwhile, our firemen retirees are wondering if they are going to get their pension plan. We have to find the money wherever it comes from even if we have to cut one of our pet projects. We don't want to go to court.

City Clerk Sondra Smith: Jody, you mentioned the mortality rate of the firemen. If a fireman passes away and he is married, the widow gets as much as the retiree. Is that taken into consideration in your numbers?

Jody Carreiro: Yes. We calculate that and we know everybody that is married.

Paul Becker: Jody, I want this to be clear to the Council. It is likely that the city is going to have to come up with some amount of money from the General Fund to make this work. Is that not correct?

Jody Carreiro: If there are losses and if millage property tax does not increase as it should, then there would be an increase and that increase would have to come from General Fund. There is a significant difference between the expected city sources and the LOPFI contribution in the early years. If there are some bad bumps with investment return or other assumptions there are several years for that to get back in line with the long term assumptions before you would be in a position that you would have to pay General Fund money. The biggest risk factor that you have with this plan is that property tax growth does not go up 3% a year. If it only goes up 2% a year, one of these scenarios shows that you have to come up with extra money in about the 18th year. If it only goes up 1% a year for the next 12 or 13 years, city funds would be needed in about the 12th or 13th year.

Paul Becker: Do you believe that is the bigger risk than the investment return of 8%?

UNOFFICIAL

Jody Carreiro: Yes. We are talking about risk in terms of risking the city having to come up with more General Fund money. In terms of coming up with more General Fund money, the greater risk is property tax growth. If millage grows 3% a year and the fund only earns 7% a year under LOPFI administration there is still enough money to make the payments with the current sources of income.

Paul Becker: In the period of 2000 to 2010 we had negative returns in the market. Am I correct?

Jody Carreiro: The market was basically zilch for that ten year period. That is correct.

Paul Becker: We are still projecting an 8% growth. You don't think that is risky?

Jody Carreiro: I'm not the LOPFI actuary. This is out of my thing to say whether or not that is risky. In my plan I would rather be around 7%. If you look at the long term expected returns for a well-diversified portfolio, it is in the 7% to 8% range. It is no longer in the 8% to 9% range like it has been in times past. I would be more comfortable with my plan that I deal with depending on the particular situation and how they are investing their money in the 7% to 8% range. 7% works, but I'm not saying that is what LOPFI should do.

Paul Becker: I do apologize. That is rather unfair to you. As the Chief Financial Officer I am very concerned about whether we can continue to earn an 8% investment rate looking at the world economy. I believe that is fairly aggressive. Jody and I aren't investment professionals, but the Council has to understand that we are taking an investment risk. If we send it to LOPFI and agree to pay for it, we are taking on the investment risk that we currently don't have. This is my responsibility to point that out.

Alderman La Tour: Paul, don't you think we have that investment risk whatever we do?

Paul Becker: It depends on whether we have liability for the fund.

City Attorney Kit Williams: I don't want to talk about the finances as much because that's not my specialty. I have looked at this very closely from a legal point of view. In reviewing this report I noted one very important assumption which I believe is legally incorrect. On Exhibit 1 under, No Changes it states, "The Pension Fund could continue on the same path that they are currently pursuing. The base benefit projection shows that the Pension Fund would deplete assets in 2020. If you assume the city would then be responsible for the benefit payments, then the additional contributions needed would be benefit payments in excess of millage and premium tax." Under one of the negative consequences the actuary states, "If the fund did deplete its assets, the city is assumed to be responsible for picking up the benefit payments. This would be difficult for the city and would be a public relations problem." I don't know about public relations, but I think these are highly questionable assumptions by the State Pension Relief Board. These are absolute critical assumptions for you all to consider whether or not to consolidate the local closed pension plans with the State LOPFI retirement plan which covers most of our active duty fire and police. All the members of the closed plan are now retired. All of our active members are covered by the state plan which we certainly must support legally. I believe the PRB assumptions are wrong and are made without any reference to any supporting state statute that could require the Fayetteville

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taxpayers to pay the debts of the independent Fayetteville Police or Firefighters Pension and Relief Board and their Pension Funds.

I believe and opined for nine years now with a memo I wrote to the Police Pension Board of Trustees on October 4, 2006 that the City of Fayetteville itself is not responsible to make pension payments if the Pension Fund goes broke. The Pension Board administers the Pension Fund and is responsible to make certain it remains healthy. In a memo I wrote on April 28, 2008 to the Fire Pension Board, it states that bankruptcy of the Pension Plan was coming. The result of such bankruptcy would be all pension benefits would be drastically reduced placing your pensioners in dire financial straits. Benefits must be reduced to sustainable levels very soon to avoid this train wreck scenario.

The Fayetteville Fire Pension Relief Board is independent of the Fayetteville City Council and composed of four retired firefighters all of who are beneficiaries. The Mayor is Chair and the City Clerk as Secretary. In quoting from the statutes, "The board created shall provide for the disbursement of the Firemen's Relief and Pension Fund and shall designate its beneficiaries as directed in the act." The Fayetteville Fire Pension Relief Board statutory granted many powers including dispensing money from the fund by majority vote, making procedural rules, compelling witnesses to attest and testify, administering oaths, dispersing revenue from the Pension Fund, hiring and paying trust administrators, and financial advisors. I found out when I was a City Council member how independent the Fayetteville Police and Fire Pension Relief Boards were in the 1990's. Even though the city had not levied any discretionary millage at that point in time, our local Pension Boards had been sued along with the school district and county for failing to roll back their millage in violation of Amendment 59, which is now Article 16, Section 14 of the Arkansas Constitution, when the property valuation had escalated over 10% a year. There's a constitutional limit that can't be more than 10% or they have to roll back. I felt the proper defense by the school board, county, and Pension Boards was too weak. I suggested and thought we should accept the reduced settlement offered by the taxpayers' attorney. I drafted a resolution. I was informed that the Pension Boards were independent of the city and the City Council and made their own legal decisions. My proposed resolution could not be considered. A couple years later my predecessor then representing the Pension Boards agreed to the final settlement of the Amendment 59 taxpayer suit. I presented his documents for approval to the Pension Boards, not to the City Council. These agreements rolled back the millage from .5 to .4 for both Pension Funds and paid the taxpayers' attorney fees.

Later when I believed the County Assessor had misread the Tax Increment Financing statute and constitutional amendment and misallocated the property tax increment necessary to pay off the TIF Bonds, I brought a Declaratory Judgment Action and sued all entities receiving property tax millage including the Fayetteville Police and Firemen's Pension and Relief Boards as separate defendants. These Boards obtained their own lawyer, argued their side of the case and received relief in the final judgment which resolved that case. This Declaratory Judgment suit was decided initially at the Circuit Court level, but was modified in the City's, Library's and Pension Boards' favor following appeal to the Arkansas Supreme Court. Thus, it is crystal clear that both the Fayetteville Firemen's Pension and Relief Board and the Fayetteville Police Pension and Relief Board are legally separate and independent governmental entities from the City of Fayetteville.

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I believe trying to assume the millions of dollars of actuarial debt of the pension plans is not only likely unconstitutional, but may not even be authorized in state statutes. I recommend that the City Council not attempt to transfer the administration of the local pension funds to LOPFI nor assume any of the millions of dollars of likely debt of these funds. We are dealing with millions of dollars that might attract the attention of attorneys that like to sue cities for illegal exactions.

Alderman La Tour: Thank you for giving us the legal analysis. We may not be legally obligated, but we are morally obligated. Citizens of this city benefited from their service. We owe it to them to pay those pensions. I would risk a law suit for those guys. We have had testimony from Jody that other cities have come up with solutions. I think courts would see a moral obligation, if not a legal obligation. I implore my colleagues to stand by those firemen. If we don't, we are sending a strong message to the current firefighters and police officers of the city that we really don't care and you are on your own.

Mayor Jordan: We have a board meeting tomorrow with the firefighters. There won't be any decisions to be made tonight until after the board meets and decides what they are going to present to you. I will probably walk something on the October 6, 2015 meeting. We have to make a decision before the end of October. Is that correct, Paul?

Paul Becker: That is correct.

Alderman Petty: What is the current base rate for our current firefighters, from LOPFI?

David Clark: The employer contribution rate for your LOPFI firefighters is 24.5% of payroll.

Alderman Petty: What is their payout rate percentage when they retire?

David Clark: It depends on their years of service. The benefits structure under LOPFI is a much different design than it is under the payout structure for the local Pension Fund. Under the LOPFI system it is based off their final average pay which is the highest 36 consecutive month of the last ten years of employment. The more service they accrue the higher their benefit becomes.

Alderman Petty: Can you give me a median? I'm trying to get a benchmark.

David Clark: The average is roughly between 91% and 92%. The years of service is the driver of that. LOPFI does administer 164 other local Pension Funds in the state. There are still 122 that are locally administered. There is a provision under the LOPFI section of code that allows LOPFI to take over the administration of a Pension Fund if the city enters into the agreement with LOPFI. The PRB has taken the exact position, sir that you have, there is a moral obligation. They have raised the question whether the proration provisions, that are in state statute, if once those are tested in court if they would actually meet the state constitution. Nobody knows that because they have not been tested in court and hopefully nobody will do that.

Mayor Jordan: We have members of the retired Police Department here. They face not as critical a situation, but a similar situation.

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David Clark: Yes, I am aware of that.

Greg Tabor, Chief of Police: I agree with almost everything Mr. La Tour said as far as there is an obligation, but I'm not sure consolidation is the right way to do it. Several years ago people on LOPFI, fire and police both, contributions went from 6% to 8.5%. I was concerned the new pensioners that started after 1983 would be supplementing the old pensioners. David set me straight that was not the fact. Even though they were together there would be two sets of books kept with the old pension and the new pension. To clear up Mr. Petty's question. We switched to LOPFI in October 2002. For anybody who worked prior to October 2002, their multiplier is 2.94% for the years they worked. Years after 2002 it is calculated at 3.28%. To get that 91% or 92% number that would have to be somebody that spent their whole career on LOPFI. We are years away from that happening.

Jody, please don't take this the way it is going to sound. Jody showed us a slide on benefit increases that had happened over the years. I'm sure his firm approved each one of those. His firm either did some kind of cash value study or an actual actuary that approved those benefit increases. Those benefit increases were based on numbers he had in front of him. Obviously, I don't think he would have approved those back all those years ago for the plan to now be insolvent. The numbers Jody used back all those years ago, the numerous times that he done that, those have not held true. I don't think the plan would be insolvent today if those numbers had held true.

If we do this and the books are kept separate, the bottom line is that it is money out of General Fund. I think we would all agree, whether you are sitting up there or a city employee that the General Fund is maxed out. It concerns me about future operations and pay raises. If we put any more stress on General Fund it is going to be very hard to continue to operate the way we are used to and give the 4% pay raises that is required. To make this plan work is detailed.

Alderman La Tour: On a scale from one to ten and ten being perfect certainty, what chances do you give this plan of us getting through this without any money coming from General Fund? Jody gave it 80% chance of success.

Greg Tabor: I am not qualified to make some kind of guess like that.

Alderman La Tour: Your educated discourse you just gave would suggest otherwise.

Greg Tabor: If the plan is consolidated and continues as it is then there is probably no chance for it to survive without some supplemental funds from somewhere.

Alderman La Tour: So, zero?

Greg Tabor: Zero would be my guess.

Alderman La Tour: I think your estimation is more realistic.

City Clerk Sondra Smith: Chief Tabor, do you have the same widow benefits as the old plan?

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Greg Tabor: No. Under the old pension plan there is one spousal benefit. There are no options. In LOPFI we have four different options that you can take. Based on which one of those you take, the difference in age between you and your spouse, your benefits are decreased based on which plan you take.

Peter Reagan, Fireman's Pension Board: I have served on the Fireman's Pension Board since 1983. I have educated our members and myself on these benefits. We have increased benefits. Inflation has taken its toll on our members. We do not pay Social Security and we do not receive any Social Security benefits. This is our pension and this is what we live on when we leave employment. Jody has done a great job explaining this to you tonight. I don't see where it's going to cost a whole lot of money. If it is does, then it will be at least 15 years down the road if his projections are true.

Mayor Jordan: I've been on record if this can be sent down to LOPFI without any cost to the city I was okay with that. I want clarification on this statement from the report. It states, "The results shown in this study are projections, and not predictions. Results of our projections depend, of course, upon the actuarial assumptions being met. The actual results will vary on a year-by-year basis from the projections." If you don't hit the projections you will review this year by year?

Jody Carreiro: We would not review it year-by-year. There would be a yearly valuation from the LOPFI actuary that would show where the plan is at that time. It would show what gain or loss that there was from the previous year.

Mayor Jordan: That doesn't necessarily mean that the payments to the city would go up or does that mean it would?

Jody Carreiro: If there are actuarial losses, then the payment would go up. There is a significant cushion with the 25 year amortization between the current sources of income and the required payment. The required payment can go up. It could withstand some losses.

Mayor Jordan: Do you have any idea how much loss that could be?

Jody Carreiro: If LOPFI earned 7% a year instead 8% a year with the 3% millage increase assumption the city still had the current sources income to make the payment.

Mayor Jordan: Say it dropped to 5% or 6%.

Jody Carreiro: I didn't do that. I don't know where the breaking point is. I can find out and send it back to you.

Mayor Jordan: I am trying to figure out what I am going to do. I know that our current plan does not hit the 5%. What is it Paul?

Paul Becker: It is in the 3% to 4% area depending on when you do the exact tabulation.

Mayor Jordan: We are talking about a larger pool of money, correct?

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Jody Carreiro: Yes. The LOPFI system has about $1.7 billion in a well-diversified portfolio.

Mayor Jordan: You are hitting about 8% or 9%?

Jody Carreiro: I don't have those numbers. Over the life of the system it has been 8.4%.

Alderman La Tour: It is easier to meet those investment goals with the larger fund. You have the opportunity to be better diversified and use good investment principles.

Jody Carreiro: This fund gets more and more cash and so it's going to be harder and harder.

Mayor Jordan: What would be your projection that it would cost us if it did go down to LOPFI this year?

Jody Carreiro: It is about $545,000 for the first year which would be 2016. Your projected sources are around $750,000.

Alderman La Tour: You said earlier it would be 12 or 13 years before we had to put out any money out of General Fund, probably.

Jody Carreiro: With a 1% millage increase.

Mayor Jordan: If everything hits the projections.

Alderman Petty requested someone to send him a historical year-by-year performance of LOPFI.

Mayor Jordan: I would encourage the police that we do a study in the future and see what we need to do. We can't make a decision until the board makes a recommendation tomorrow.

Agenda Additions: None

Announcements: None

Adjournment: 7:17 p.m.

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

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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
Sondra Smith, City Clerk
Lisa Branson, Deputy City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **October 15, 2015**

RE: **Possible amendment to Tree Maintenance Ordinance to make it effective upon passage**

The proposed change in **Tree Maintenance Agreement** is hoped both to reduce developers' costs and to ensure a larger percentage of planted trees will survive their first three years after planting and thus eventually become more likely to grow into mature trees. There are pending fairly large developments which could use this new option to contract with landscape companies to plant and maintain mitigation trees at the best time to plant these trees for their survivability if this ordinance would go into effect without delay.

Therefore, Alderman Petty and others asked me to draft an Emergency Clause for this ordinance. I have done so and have attached it for your consideration at the City Council meeting. In order to place this Emergency Clause in the ordinance, the ordinance will have to be amended before passage.

Once the Emergency Clause had been added, it requires a separate vote after passage of the ordinance. An Emergency Clause requires an affirmative vote of two-thirds of the City Council and because of Amendment 7's wording, this is a rare occasion in which the Mayor may not vote (even if his vote would supply the needed sixth affirmative vote). Therefore, six Aldermen must vote in favor of the Emergency Clause in order to pass it.

ORDINANCE NO.

AN ORDINANCE TO REPEAL § 167.04 (J)(5) *MAINTENANCE AGREEMENT AND LANDSCAPE ESTABLISHMENT GUARANTEE*, TO ENACT § 167.10 **TREE MAINTENANCE AGREEMENTS** AND TO AMEND § 177.05 (A)(2)(f) BY DELETING A PORTION OF THIS SUBSECTION AND ENACTING § 177.10 **TREE MAINTENANCE AGREEMENTS** TO IMPROVE MAINTENANCE AND SURVIVABLITY OF MITIGATION TREES AND TO PASS AN EMERGENCY CLAUSE

WHEREAS, Fayetteville's Urban Forrester believes that requiring a tree maintenance contract with an approved landscaping company will improve the amount of mitigation trees that survive three years as required by the Tree Ordinance and be more cost effective for developers.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04 (J)(5) *Maintenance Agreement and Landscape Establishment Guarantee* and enacts § 167.10 **Tree Maintenance Agreements** to improve tree maintenance and survivability as shown on Exhibit A attached hereto.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 177.05 (A)(2)(f) by deleting a portion of this subsection and enacting § 177.10 **Tree Maintenance Agreements** to improve tree maintenance and survivability as shown on Exhibit B attached hereto.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay so that pending large developments will be able to plant, better maintain and ensure the survival of numerous required mitigation trees which are necessary for the health and safety of Fayetteville citizens. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

PASSED and **APPROVED** this 20th day of October, 2015.

APPROVED: ATTEST:

By: _____ By: _____

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

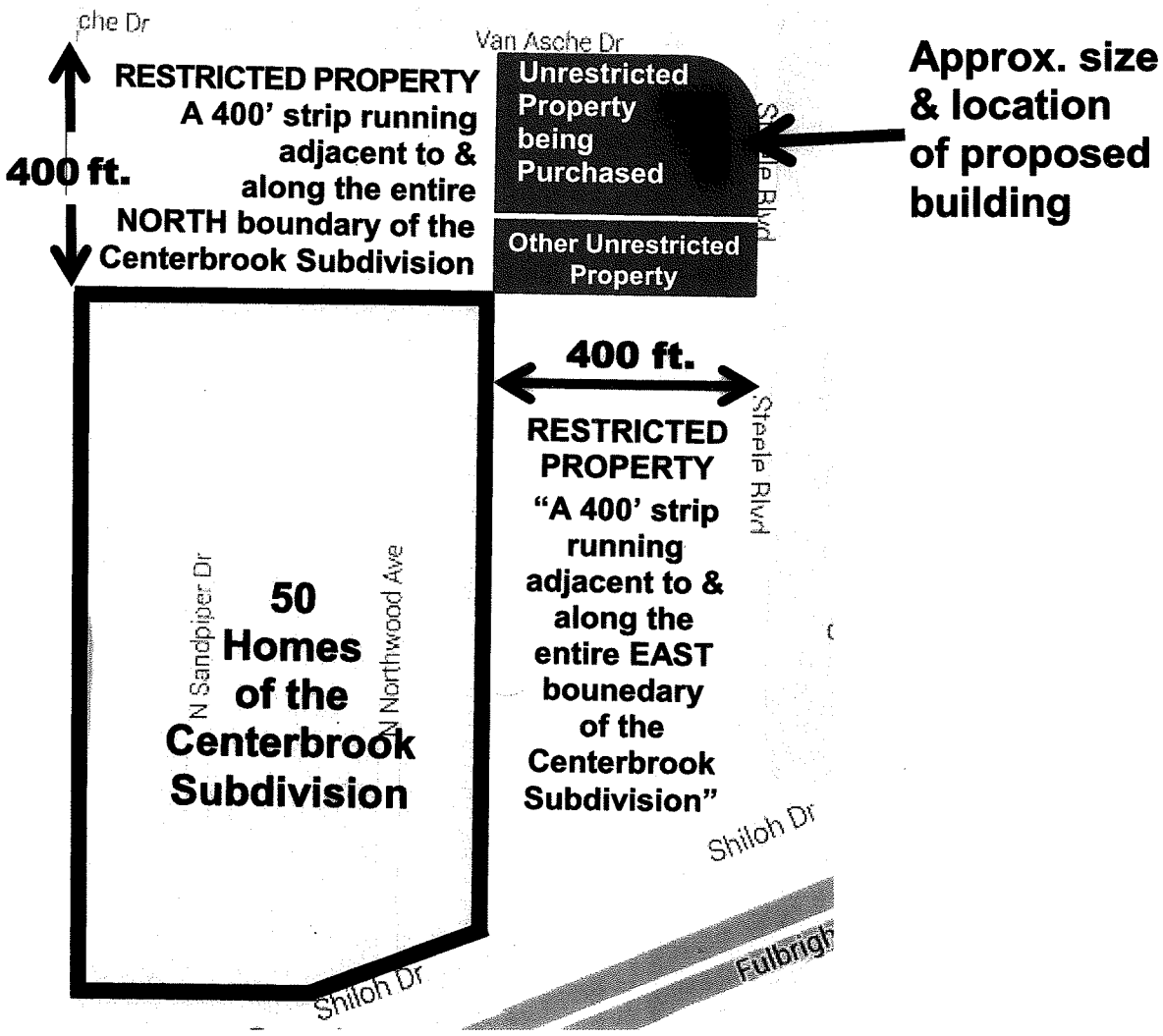
C.8 Handed out at the City Council meeting 10-20-15

What are the Restrictions on Development of Commercial Property adjacent to the Centerbrook Subdivision in Fayetteville, Arkansas

The July 1995 Agreement (the "Bill of Assurance") between the residents of the Centerbrook Subdivision and the owners of the adjacent commercial property placed restrictions on the development of the commercial property including not allowing restaurants to be built on the adjacent property. Exhibit A of the Agreement specified the restricted adjacent areas as being:

"A 400' strip running adjacent to and along the entire east boundary and a 400' strip running adjacent to and along the entire north boundary of the Centerbrook Subdivision, as recorded in the office of the Circuit Clerk and Ex-Officio recorder of Washington County."

This was the *entire* definition of the restricted areas contained in the agreement and there were no drawings attached to the agreement to further illustrate the restricted area. The restricted area defined in the agreement is shown on the sketch below:



An October 31, 1995 letter from the commercial property owner to the City regarding the July 1995 agreement did not alter the definition of what commercial property was restricted. The sole point of the letter was to affirm the restrictions would be unchanged if the commercial property was changed from C-2 zoning to C-1 zoning.

Handed out at the 10 20 15 City Council meeting
C:9 NB ANX 15-5181

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, October 13, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2015-0477

PUBLIC FACILITIES BOARD APPOINTMENT - MAYOR APPOINTMENT SUBJECT TO CONFIRMATION BY THE GOVERNING BODY

Attachments: PFB_agenda packet

Agenda Additions

A. Consent:

A. 1 2014-0513

APPROVAL OF THE SEPTEMBER 29, 2015 SPECIAL CITY COUNCIL MEETING MINUTES.

A. 2 2015-0467

FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON DISCIPLINARY AND AWARD PROCEDURES AND PROFESSIONAL STANDARDS AND TO ELIMINATE FAYETTEVILLE POLICIES NO LONGER NEEDED ON JAILER DUTY; JAIL EMERGENCY PLAN, PRISONER CARE AND SUICIDE IDENTIFICATION

Attachments: Agenda Packet - Police Policies 10202015

A. 3 2015-0470

USDA FARMERS MARKET PROMOTION PROGRAM GRANT:

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A USDA FARMERS MARKET PROMOTION PROGRAM GRANT WITH THE USDA AGRICULTURAL MARKETING SERVICE IN THE AMOUNT OF $58,856.00 FOR THE CITY TO EXPAND AND PROMOTE ECONOMIC OPPORTUNITIES FOR PRODUCERS OPERATING THROUGH THE FAYETTEVILLE FARMERS MARKET, TO APPROVE AN AGREEMENT WITH THE RURAL MOUNTAIN PRODUCERS EXCHANGE AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

CC agenda packet - USDA Farmers Mkt Grant

BA_BUDGET_ADJUSTMENT_FORM_USDA Farmers' Market Promotional Gra

B. Unfinished Business:

B. 1 2015-0466

FAYETTEVILLE FIRE PENSION AND RELIEF FUND PROPOSAL TO CONSOLIDATE WITH LOPFI:

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE FIRE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI AND APPROVING AN EMERGENCY CLAUSE

Attachments:

2015-0466 Local Firemen's Pension Consolidation

City Attorney Memo Regarding Legality of Assuming Pension Debts 092915

City Attorney Memo Addional Information

Fire Pension Board Resolution 093015

MAYOR LIONELD JORDON AND FAYETTEVILLE CITY COUNCIL

At the October 6, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

C. 1 2015-0476

WALTON FAMILY FOUNDATION:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S THANKS AND GRATITUDE TO THE WALTON FAMILY FOUNDATION FOR ITS GENEROUS $390,000.00 MATCHING GRANT FOR THE CONSTRUCTION OF THE CLABBER CREEK TRAIL, TO APPROVE THE GRANT AGREEMENT AND TO APPROVE A BUDGET ADJUSTMENT TO RECOGNIZE THIS $390,000.00 GRANT

Attachments: 2015-0476 - Walton Family Foundation Grant #2015-225)

BA - Walton Family Foundation Grant (Clabber Creek Trail 02016.1402)

C. 2 2015-0456

BID 15-42 JLA ENTERPRISES, INC.:

A RESOLUTION TO AWARD BID NO. 15-42, TO AUTHORIZE THE CONTRACT WITH JLA ENTERPRISES, INC. IN THE AMOUNT OF $425,521.90 FOR CONSTRUCTION OF A RESTROOM AND PARKING LOT IMPROVEMENTS AT GORDON LONG PARK, TO APPROVE A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $21,276.10, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2015-0456 Gordon Long Park Trailhead Improvements

2015-0456 BA - Gordon Long Park Trailhead Construction

C. 3 2015-0471

PLACEHOLDER - ADDITIONAL INFORMATION WILL BE EMAILED AS SOON AS INFORMATION IS RECEIVED -

BENCHMARK CONSTRUCTION OF NWA CONTRACT:

STAFF REQUESTS A RESOLUTION TO APPROVE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA IN THE AMOUNT OF $3,373,506.91 FOR THE CONSTRUCTION OF THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION, APPROVAL OF A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $168,675.35, APPROVAL OF CHANGE ORDER NO. 1 TO REDUCE THE CONTRACT BY $323,307.00 BY REFLECTING VALUE ENGINEERING ITEMS, AND APPROVAL OF A BUDGET ADJUSTMENT IN THE AMOUNT OF $1,461,465.00 TO INCREASE THE PROJECT BUDGET.

C. 4 2015-0472

MCGOODWIN, WILLIAMS AND YATES, INC. AMENDMENT NO. 3:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE RECYCLING AND TRASH COLLECTION DIVISION OFFICE BUILDING EXPANSION AND SITE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $217,861.00

Attachments: 2015-0472 MWY Amendment 3

C. 5 2015-0473

GRUBBS, HOSKYN, BARTON & WYATT, INC.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR MATERIALS TESTING SERVICES FOR THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION AND IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $25,000.00

Attachments: 2015-0473 Agreement GHBW

C. 6 2015-0465

VAC 15-5206 (5026 TALON TRAIL/FALCON RIDGE S/D):

AN ORDINANCE TO APPROVE VAC 15-5206 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 5026 E. TALON TRAIL TO VACATE A DRAINAGE EASEMENT

Attachments: 15-5206 CC EX A & B

15-5206 Full Packet

C. 7 2015-0464

ADM 15-5205 (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6):

AN ORDINANCE TO AMEND ORDINANCE NO. 3936 BY AMENDING THE RESTRICTIONS WHICH HAD PROHIBITED RESTAURANTS BY ALLOWING SUCH USE UNIT 13 RESTAURANTS WITH OUTDOOR MUSIC AS CONDITIONAL USES UPON A 2.24 ACRE PARCEL (LOT 6) ON THE SOUTHWEST CORNER OF VAN ASCHE AND STEELE BOULEVARDS

Attachments: 15-5205 CC EX A & B

Exhibit C

15-5205 Full Packet

C. 8 2015-0444

ANX 15-5181: (1620 S. ED EDWARDS RD./SALSBURY):

AN ORDINANCE TO ANNEX THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 15-5181 SUBMITTED BY CURTIS HOGUE FOR PROPERTY LOCATED AT 1620 S. ED EDWARDS ROAD CONTAINING APPROXIMATELY 0.83 ACRES

Attachments: 15-5181 CC EXHIBITS

15-5181 CC DOCUMENTS

C. 9 2015-0474

AMEND CHAPTER 167 AND 177:

AN ORDINANCE TO REPEAL § 167.04 (J)(5) *MAINTENANCE AGREEMENT AND LANDSCAPE ESTABLISHMENT GUARANTEE*, TO ENACT § 167.10 **TREE MAINTENANCE AGREEMENTS** AND TO AMEND § 177.05 (A)(2)(f) BY DELETING A PORTION OF THIS SUBSECTION AND ENACTING § 177.10 **TREE MAINTENANCE AGREEMENTS** TO IMPROVE MAINTENANCE AND SURVIVABLITY OF MITIGATION TREES

Attachments: Exhibits A & B

2015-0474 Amendment to Chapter 167 and 177 to Provide an Additional Option

D. City Council Agenda Session Presentations:

1. 2015-0458

AGENDA SESSION PRESENTATION: REPORT TO CITY COUNCIL ON INVASIVE SPECIES BY PETER NIERENGARTEN

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0477

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Report

Agenda Number: 1.

PUBLIC FACILITIES BOARD APPOINTMENT - MAYOR APPOINTMENT SUBJECT TO CONFIRMATION BY THE GOVERNING BODY

JAMES N. McCORD
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The Fulbright Building
217 E. DICKSON STREET
SUITE #102
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE (479) 695-1134
FACSIMLE (479) 442-1490
jimmccordlaw@gmail.com

October 5, 2015

Kit Williams
City Attorney
City Administration Building
113 W. Mountain
Fayetteville, AR 72701

VIA HAND DELIVERY

Re: Public Facilities Board Resolution Nominating Stephen Cosby for Appointment by Mayor as Successor Member, Subject to Confirmation by City Council

Dear Kit:

The term of Stephen Cosby on the Fayetteville Public Facilities Board (the "PFB") expires December 31, 2015. Ark. Code Ann. §14-137-108(a)(3)(B)(i)(a) states that successor members shall be nominated by a majority of the board and appointed by the mayor, subject to confirmation by the governing body of the municipality (for a term of 5 years). Enclosed is a Resolution passed by the PFB nominating Stephen Cosby to Mayor Lioneld Jordan for appointment as a successor member, subject to confirmation by the City Council. A PFB member is eligible to succeed himself. Ark. Code Ann. §14-137-108(a)(3)(D).

Please present the enclosed Resolution to Mayor Jordan. Assuming the Mayor appoints Stephen Cosby as a successor member of the PFB, please have confirmation of the appointment placed on the next City Council agenda as an item for consideration by the Council.

Thank you for your assistance.

Sincerely,

James N. McCord
PFB Counsel

pc: Hon. Lioneld Jordan (via hand delivery)
Sondra Smith, City Clerk (via hand delivery)
PFB Members (via e-mail)

FAYETTEVILLE PUBLIC FACILITIES BOARD

A RESOLUTION TO NOMINATE STEPHEN COSBY AS A SUCCESSOR MEMBER OF THE FAYETTEVILLE PUBILIC FACILITIES BOARD

WHEREAS, the term of Stephen Cosby on the Fayetteville Public Facilities Board will expire on December 31, 2015; and

WHEREAS, the City of Fayetteville recently advertised for applicants to serve on the Public Facilities Board; and,

WHEREAS, no applications to serve on the Public Facilities Board were received by the Fayetteville City Clerk's office; and,

WHEREAS, by statute Public Facilities Board members are eligible to succeed themselves; and,

WHEREAS, Stephen Cosby has agreed to serve as a successor member of the Public Facilities Board.

NOW, THEREFORE, BE IT RESOLVED by the Fayetteville Public Facilities Board:

Section 1. Stephen Cosby is hereby nominated to Mayor Lioneld Jordan for appointment by the Mayor as a successor member of the Public Facilities Board, subject to confirmation by the Fayetteville City Council.

PASSED by majority vote with a quorum present on the 10th day of September, 2015.

APPROVED: _____
Stephen E. Adams, Chairman

ATTEST: _____
Stephen Cosby, Secretary

Fayetteville Public Facilities Board
September 10, 2015

The Fayetteville Public Facilities Board (the "PFB") met on September 10, 2015, at 4:00 p.m. in the Conference Room of Suite 102 in The Fulbright Building where the law office of Board Counsel James N. McCord is located. Present: Board members Stephen Adams, Phil Taylor, Tommy Deweese and Hugh Earnest and Board Counsel James N. McCord; absent: Stephen Cosby.

Chairman Stephen Adams called the meeting to order and stated that a quorum was present. He then called on Board Counsel James N. McCord who advised the PFB that the first item of business was the nomination to Mayor Lioneld Jordan for appointment of a successor member to the PFB, subject to confirmation by the City Council. McCord advised the Board members that (1) he has been informed by the Fayetteville City Clerk's office that no applications to serve on the PFB were received after the City recently advertised for applicants, and (2) Steve Cosby has agreed to serve as a successor member of the PFB. Then, McCord presented to the PFB a Resolution to Nominate Stephen Cosby as a Successor Member of the Public Facilities Board. Phil Taylor moved that the Resolution be approved; the motion was seconded by Hugh Earnest and passed unanimously. A copy of the Resolution approved by the PFB is attached to these minutes.

Tommy Deweese moved that the meeting be adjourned; the motion was seconded by Hugh Earnest and passed unanimously. Chairman Adams adjourned the meeting.

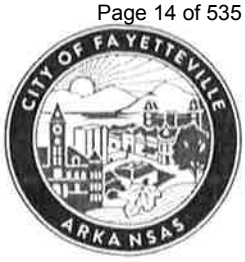
(Minutes prepared by Board Counsel James N. McCord and submitted to PFB members for corrections before approval and signature of Secretary.)

Respectfully submitted,

Stephen Cosby, Secretary

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: **Kit Williams**, City Attorney

DATE: **October 6, 2015**

RE: **Appointment of successor members to Public Facilities Board**

The current state law concerning the appointment of successor members to the Fayetteville Public Facilities Board is as follows:

> "**(ii)** Members are not required to be residents of the municipality or county that has created the public facilities board.
>
> **(B) (i) (a)** Successor members shall be nominated by a majority of the board and appointed by the mayor or the county judge, subject to confirmation by the governing body of the municipality or county . . . ." A.C.A. § 14-137-108 (a)(3).

Confirmation of the Mayor's appointment may be by normal motion by the Nominating Committee Chair.

187 (1997).

14-137-106. Creation — Purposes.

CASE NOTES

Illustrative Cases.

City of Searcy, Arkansas, did not violate the First Amendment to the U.S. Constitution, Ark. Const., Amend. 65, or Ark. Const., Art. 12, § 5 when it created a housing facilities board under the Arkansas Public Facilities Board Act (PFBA), § 14-137-101 et seq., and issued bonds so a university that was associated with the Churches of Christ could fund building projects. The PFBA allowed the housing facilities board to issue bonds to finance projects that had a public purpose, education was a public purpose, and neither the city nor the board acted with the purpose of advancing or inhibiting religion. Gillam v. Harding Univ., No. 4:08-CV-00363-BSM, 2009 U.S. Dist. LEXIS 53609 (E.D. Ark. June 24, 2009).

Cited: Sanders v. Bradley County Human Servs. Pub. Facilities Bd., 330 Ark. 675, 956 S.W.2d 187 (1997).

14-137-107. Creating ordinance — Authority.

CASE NOTES

Cited: Sanders v. Bradley County Human Servs. Pub. Facilities Bd., 330 Ark. 675, 956 S.W.2d 187 (1997).

14-137-108. Board members.

(a)(1) Each public facilities board shall consist of five (5) members unless there is an expansion of the board to provide services outside the boundaries of the governmental unit from which it obtains power.

(2) The provisions of this subsection are applicable only to:

(A) Boards in counties having a population of less than one hundred fifty thousand (150,000) according to the most recent federal decennial census; and

(B) All boards established by municipalities having a population of less than one hundred thousand (100,000) according to the most recent federal decennial census, regardless of where located.

(3)(A)(i) The initial members shall be appointed by the mayor of the creating municipality or the county judge of the creating county for terms, respectively, of:

(a) One (1) year;

(b) Two (2) years;

(c) Three (3) years;

(d) Four (4) years; and

(e) Five (5) years.

(ii) Members are not required to be residents of the municipality or county that has created the public facilities board.

A

(B)(i)*(a)* Successor members shall be nominated by a majority of the board and appointed by the mayor or the county judge, subject to confirmation by the governing body of the municipality or county for

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0467

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 2

FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON DISCIPLINARY AND AWARD PROCEDURES AND PROFESSIONAL STANDARDS AND TO ELIMINATE FAYETTEVILLE POLICIES NO LONGER NEEDED ON JAILER DUTY; JAIL EMERGENCY PLAN, PRISONER CARE AND SUICIDE IDENTIFICATION

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 Fayetteville Police Department Policies 26.1.1, Disciplinary Matters and Award Procedures; and 52.1.1, Office of Professional Standards; and eliminates Fayetteville Police Policies 72.1.1, Jailer Duty; 72.3.1, Jail Emergency Plan; 72.5.5, Suicide Identification Guidelines; and 72.6.1, Medical and Dental Care for Prisoners.

City of Fayetteville Staff Review Form

2015-0467

Legistar File ID

10/20/2015

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

Greg Tabor	10/2/2015	Police / Police Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Council approves a resolution adopting Fayetteville Police Policies 26.1.1, Disciplinary Matters & Award Procedures; and 52.1.1, Office of Professional Standards; and eliminating Fayetteville Police Policies 72.1.1, Jailer Duty; 72.3.1, Jail Emergency Plan; 72.5.5, Suicide Identification Guidlines; and 72.6.1, Medical and Dental Care for Prisioners

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 # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

DATE: October 1, 2015

SUBJECT: **Police Department Policy**

RECOMMENDATION:
Council approves a resolution adopting Fayetteville Police Policies 26.1.1, Disciplinary Matters & Award Procedures; and 52.1.1, Office of Professional Standards; and eliminating Fayetteville Police Policies 72.1.1, Jailer Duty; 72.3.1, Jail Emergency Plan; 72.5.5, Suicide Identification Guidelines; and 72.6.1, Medical and Dental Care for Prisoners.

BACKGROUND:
The Fayetteville Police Department is currently in the process of reviewing policies and updating as necessary to conform to current practices, to comply with CALEA accreditation standards, and to make our policies less ambiguous for our employees. Policy 26.1.1, Disciplinary Matters & Award Procedures, is an existing policy that was approved by the council on November 3, 2009. Policy 52.1.1, Office of Professional Standards, is an existing policy that was approved by the council on April 5, 2011. Policy 72.1.1, Jailer Duty, is an existing policy that was approved by the council on January 6, 1999. Policy 72.3.1, Jail Emergency Plan, is an existing policy that was approved by the council on January 6, 1999. Policy 72.5.5, Suicide Identification Guidelines, is an existing policy that was approved by the council on January 6, 1999. Policy 72.6.1, Medical and Dental Care for Prisoners, is an existing policy that was approved by the council on January 6, 1999.

DISCUSSION:
Policies 26.1.1, Disciplinary Matters & Award Procedures, and 52.1.1, Office of Professional Standards, are existing policies that contain changes to comply with suggestions from the CALEA mock assessment. Other changes were made to provide clarity to employees in our award procedures, internal investigations and discipline. Policies 72.1.1, Jailer Duty; 72.3.1, Jail Emergency; 72.5.5, Suicide Identification Guidelines; and 72.6.1, Medical and Dental Care for Prisoners, are old jail policies that no longer apply to the operations of the Fayetteville Police Department. All changes are highlighted.

BUDGET/STAFF IMPACT:
These policies will not have any impact on budget or staff.

Attachments:
Fayetteville Police Policy 26.1.1, Disciplinary Matters & Award Procedures
Fayetteville Police Policy 52.1.1, Office of Professional Standards

Fayetteville Police Policy 72.1.1, Jailer Duty
Fayetteville Police Policy 72.3.1, Jail Emergency Plan
Fayetteville Police Policy 72.5.5, Suicide Identification Guidelines
Fayetteville Police Policy 72.6.1, Medical and Dental Care for Prisoners

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 26.1.1 Disciplinary Matters & Award Procedures	**Effective Date:** November 3, 2009
Reference: 52.1.1, 1.3.1, 41.1.1, 26.1.2	Version: 1
CALEA: 26	No. Pages: 9

I. PURPOSE

Effective discipline is a positive process when its perceived purpose is to train or develop by instruction. Among the programs having an impact on discipline in a law enforcement agency are selection, training, direction, supervision, and accountability. These elements are inter-dependent, and a weakness in any one is damaging to effective discipline. Many standards bearing on a disciplinary system are included in other chapters relating to selection, training, and direction. Therefore, the purpose of this directive is to focus on the accountability component of a disciplinary system.

II. DISCUSSION

It shall be the policy of the Fayetteville Police Department to follow and abide by the disciplinary policies and procedures in effect and addressed in the rules and regulations of the Civil Service Commission of the City of Fayetteville. An employee whose work becomes unsatisfactory should immediately be notified by his/her supervisor in what way the work is deficient and what must be done if work performance is to be judged satisfactory [Calea 26.1.5]. An employee who is suspended or dismissed for unsatisfactory performance of duties should normally have received three warnings:

Supervisor Counseling - an oral warning from the employee's supervisor. The supervisor must record the dates of the discussions with the employee, the performance deficiencies discussed and the corrective actions required. [Calea 26.1.5] The supervisor should maintain this record for the duration of the employee's performance evaluation period [Calea 26.1.8].

~~Written Record of an Oral Reprimand~~ Written Record of an Oral Warning- an oral warning with a follow-up letter to the employee that sets forth the points covered in their discussion. The Chief of Police shall have authorized a ~~written record of an oral reprimand~~ written record of an oral warning. The supervisor shall keep a record of a ~~written record of an oral reprimand~~ written record of an oral warning. The supervisor should maintain this record for the duration of the employee's performance evaluation period [Calea 26.1.8].

Written Reprimand - a written warning from the Department Chief serving notice upon the employee that noted deficiencies must be corrected immediately in order to avoid disciplinary action up to and including dismissal. A written reprimand shall be placed in the employee's personnel file [Calea 26.1.8].

An employee who is suspended without pay or dismissed for unsatisfactory performance of duties or violations of policy shall receive a letter from the Department Chief outlining the noted performance deficiencies or policy violations, effective date of suspension or dismissal ~~and a statement of the status of the employee's benefits during the suspension or dismissal~~. A copy of this letter shall be placed in the employee's personnel record. [~~CALEA 26.1.7~~]

A sworn employee so discharged, reduced in rank, or suspended for twenty-four hours ~~three days~~ or more shall have the right, within ten calendar days from the date of such written notice, to request a trial through the Civil Service Commission. Reference should be made to the Civil Service Rules and Regulations [Calea 26.1.6].

Any sworn employee can request a grievance hearing to review a suspension of less than twenty-four hours by submitting a written explanation to the Civil Service Commission within ten days of receiving such disciplinary action stating why such discipline was unwarranted or otherwise improper. Reference should be made to the Civil Service Rules and Regulations.

The Administrative Captain should maintain the departmental employee administrative file. It should contain any letters of commendation or appreciation, administrative letters and replies, results of any sustained punitive disciplinary action, as well as other pertinent information. Information in this file will be maintained indefinitely. All official personnel files are maintained by the City of Fayetteville's Human Resources Division [Calea 26.1.8].

It is suggested immediate supervisors maintain an employee performance/counseling file for each person under their supervision. This file might contain oral ~~reprimands~~ warnings during the current evaluation period, letters of job related counseling sessions, copies of correspondence between the employee and supervisor, complementary correspondence, and other similar information regarding the performance of the employee. It is suggested this material be kept in a secured location by the immediate supervisor. This information should be purged after one year and after being noted on the employee's performance evaluation [Calea 26.1.8].

Nothing in this policy shall prohibit the Chief of Police from exercising all authority granted under Civil Service Commission Rules and the Arkansas Code.

A. Compliance With Department Directives

Supervisors are expected to set a proper example to their subordinates in the matter of due respect and regard for the policies, procedures, and rules in all matters pertaining to proper discipline.

1. The primary function of a supervisor is to maintain the day-to-day activities of police operations. Compliance with department directives is an integral part of those operations. Supervisors are authorized to take action when department directives are not being followed [Calea 26.1.5].

(a) A supervisor may elect to coach ~~counsel~~ an employee whose performance has been found to be deficient.

(b) A supervisor may refer an ~~officer~~ employee to the Training Division or designated supervisor to correct deficient performance.

(c) A supervisor may document deficient performance and refer it to the Chief of Police in the form of an official complaint.

(d) In cases of a major infraction of policy or department directive, a supervisor may relieve an employee of duties, with pay, and refer the matter to the Chief of Police.

2. In case of alleged unjust treatment in violation of these policies, procedures, and rules, any ~~officer~~ employee may make a complaint ~~prefer charges~~ against a superior to the proper authorities. When any ~~member~~ employee suspects a violation of these policies, procedures, and rules has occurred, they are to notify the Chief of Police for investigation, and may request results of the findings. Reporting a suspected violation confidentially is not a violation of the policies, procedures, and rules.

3. The following acts, infractions, or violations of the policies, procedures, and rules shall be deemed sufficient cause for separation from the department:

(a) Willful disobedience of lawful orders.
(b) Disrespect or insolence toward a superior officer or supervisor.
(c) Being under the influence at any level of intoxicants, or illegal drugs, including abuse of prescription drugs while on duty.
(d) Absence without leave-Absence without leave is defined as any time a department member is scheduled for work and fails to report for duty without first notifying a supervisor prior to the start of the scheduled shift.
(e) Incompetence.
(f) Driving any machine or apparatus of the department carelessly or maliciously, in such a manner as to collide with, cause personal injury, damage a vehicle or other property, or any other wanton or malicious conduct, which causes injury or damage to a citizen or property.
(g) Neglect or refusal to pay just debts.
(h) Agitating or creating dissension in the department or attempting in any manner to cause ill feeling against any member of the department.
(i) Making any false or unwarranted report, either publicly or otherwise, about a member of this department.
(j) Dishonesty at any time when representing this department.
(k) Lack of Candor when questioned by a department supervisor or during any Office of Professional Standards investigation. ~~under direct questioning, either by any department supervisor or any investigator of the Office of Professional Standards.~~

4. It shall be the policy of the Fayetteville Police Department that all personnel maintain sufficient competency to properly perform their duties and assume the responsibility of their positions. Personnel shall perform their duties in a manner, which will maintain the highest standards of efficiency in carrying out the functions and objectives of the department. Unsatisfactory performance may be demonstrated by:

(a) A lack of knowledge of the application of laws and ordinances required to be enforced.
(b) An unwillingness or inability to perform assigned tasks.
(c) The failure to take appropriate action on the occasion of a crime, disorder, or other condition deserving police attention.
(d) Absence without leave.
(e) Written record of repeated infractions of policies, procedures, rules, directives, or general orders of the department.

B. Unbecoming Conduct

Employees shall be held responsible at all times for conduct unbecoming an officer and/or a police department employee, which tends to lower the law enforcement service in the estimation of the public. Employees should be governed by ordinary rules of good behavior observed by law abiding and self-respecting citizens.

1. Any idle, indiscreet, disrespectful or discriminatory remark(s) or rudeness to citizens or any greeting(s), conversation(s), or remark(s) tending to show undue familiarity with members of the opposite sex while on duty shall subject a member to disciplinary action (See Harassment and Discrimination Policy 26.1.2).

2. ~~Officers~~ Employees are cautioned that the use of obscene, immoral, profane or disrespectful language, agitating and tending to create dissension in the department or attempts to cause undue or unfavorable reflection(s) upon any member of the department, will not be tolerated. ~~Officers~~ Employees shall not engage in altercations between themselves under any circumstances.

3. All ~~officers~~ employees when reporting for duty shall be completely attired in the regulation uniform or dress attire as prescribed by the Chief of Police (Refer to 41.3.5 ~~41.1.1~~ for Grooming Requirements). Failure to do so may subject the member to disciplinary action ~~reprimand or suspension~~.

C. Use of Alcohol & Drugs

1. No employee shall possess or consume alcoholic beverages while on duty or at the police department. Possession is authorized when directly related to a case or as an evidence item. ~~No officer of the department shall have or allow anyone else to have at any time, wine, beer, liquor or any other intoxicating drinks in or around the police station, except as directly related to a case or as evidence item(s). Officers shall not at any time while on duty be under the influence of any wine, beer, liquor, or other intoxicants of any kind, or under sickness caused or produced by the use of such intoxicants. Any officer absenting themselves from scheduled duty because of intoxicating drink, or reporting to duty under its influence, or in any unfit condition due to intoxicants or drugs will be subject to reprimand, suspension or discharge.~~
2. Employees are prohibited from reporting to work with a blood alcohol content (BAC) level higher than .000.

3. Employees are prohibited from using or possessing illegal drugs. Possession is authorized when directly related to a case or as an evidence item.

4. No employee shall be absent or sick from scheduled duty due to the use of alcoholic beverages, illegal drugs, or abuse of prescription drugs.

5. Failure to submit to a supervisor ordered blood or alcohol test shall result in a disciplinary action up to and including termination.

2. When deemed operationally necessary, officers in undercover assignments may consume

alcoholic beverages and/or simulate the use of drugs. In doing so, officers shall submit a memo to their supervisor documenting the consumption of alcohol or simulation of the use of drugs.

D. Abuse of Authority

1. No officer (except when assigned desk duties inside the police facility) shall receive or collect any fine or fines for parking tickets, other traffic violations, or any other offenses whatsoever. Members shall courteously advise citizens that all fines are payable at the Fayetteville Police Department or on-line.

2. No ~~officer~~ employee shall directly or indirectly, except by permission of the Chief of Police, sell tickets, solicit any money, circulate any petitions, subscriptions, or allow the use of the department's name for any fair, exhibition, benefit, or similar project. In deciding whether to grant such permission, the Chief of Police shall not discriminate against any officer of the department. Such permission may be granted if the activity will not adversely affect the administration or management of the department, or decrease the trust or confidence of the public.

3. No ~~officer~~ employee shall take, solicit, retain, receive, or extort any fee, property, reward, gift, compensation, or thing of value or free service in any form from any person, firm, or corporation for any services rendered in the conduct or performance of the duties as a police officer.

4. It shall be the policy of the Fayetteville Police Department that its ~~officers~~ employee shall not recommend or suggest in any manner, except in the transaction of personal business, the employment or procurement of a particular product, professional service, or commercial service (such as an attorney, towing firm, bail bondsman, mortician, etc.).

F. Use of Force

1. Refer to Chapter 1.3.1.

G. Proper Care & Maintenance of Equipment

1. ~~Officers~~ Employees ~~positively~~ shall not loan any department equipment or tools, except on permission of the Chief of Police or other supervisor.

2. The reporting procedures for damaged, lost or stolen department issued equipment.
   a. Each employee is responsible for maintaining and keeping track of his or her department issued equipment.
   b. Damaged, lost or stolen equipment shall be reported to the employee's immediate supervisor in a memorandum. The document shall be forwarded through the employee's chain of command to the Chief of Police.
   c. The Administrative Lieutenant will track damaged, lost, or stolen department issued equipment.
   d. A case report may be required if the lost or stolen item is law enforcement sensitive or could create a security risk.

~~Officers are required to care for equipment in their possession. Any departmental equipment damaged due to either carelessness or an intentional act on the part of the employee may result in disciplinary action.~~

H. Employee Awards/Commendations [Calea 26.1.2]

1. It shall be the policy of this department to recognize heroic actions, meritorious service and significant achievements under the provisions of this policy. Facilitation of awards will be made through an Awards Committee. The Awards Committee will be comprised of departmental Captains, as permanent members, and departmental employees as appointed by the Chief of Police. ~~Members of the Awards Committee will serve a period of two years.~~ Nominations to the Awards Committee will be received by way of the departmental award application form. The Awards Committee will review all applications and make recommendations to the Chief of Police who has final authority on awards. Awards will be presented at a time designated by the Chief of Police.

2. Classification of Awards

A. Chief's Award of Valor: Nominated by the Chief of Police, awarded for an act of extraordinary bravery or heroism by an employee who has demonstrated in great degree the characteristics of selflessness, personal courage and devotion to duty.
B. Exceptional Duty Award: Nominated by departmental supervisors, awarded for exceptional performance, which, in the opinion of the supervisor, is deserving of recognition.
C. Life Saving Award: Nominated by any employee of the department, awarded for a successful effort in saving a human life which involved exceptional courage or performance.
D. Unit Meritorious Performance Award: Nominated by any employee, awarded to any individual or unit (sworn or civilian) who has exhibited exceptional professional skill and conduct during a coordinated action.
E. Fayetteville Police Department Commendation: Nominated by any employee, awarded to any employee for an outstanding act or achievement, which brings great credit to the department and involves performance above and beyond that required by the individual's basic assignment.
F. Community Service Award: Nominated by any employee, awarded to any employee for involvement both on and off duty in youth activities, work with non-profit organizations, working with the police department on special projects or other activities for the public good.
G. Outstanding Citizen Award: Nominated by any employee, awarded to a citizen/member of the community who helps the department in apprehension of criminals or any other significant manner.
H. Police Blue Star Award: Nominated by the Awards Committee, awarded to any sworn employee who has been seriously, critically or fatally injured while in the performance of police duty. This award should be limited to those incidents resulting from attack by an assailant, personal combat or the performance of an act of valor.
I. Police Blue Shield Award: Nominated by the Awards Committee, awarded to any sworn employee who, as a result of accidental cause, has been seriously, critically or fatally injured while in the performance of police duty. This award should be limited to those cases resulting from an accident.
J. Letters of Commendation: A letter of commendation may be written by the Chief of Police to any employee for job performance that might not meet the criteria for

the above listed awards, but merits recognition nonetheless. Any person may recommend an employee of this department receive a letter of commendation by submitting a memorandum to the Chief of Police. A letter of commendation may be given:

1) To commend an employee for completing a job task in an exemplary manner.
2) To commend an employee for submitting a recommendation which directly contributes to increased department productivity or efficiency.
3) For any other reason deemed appropriate by the Chief of Police.

K. Certificate of Recognition: Nominated by departmental supervisors, this award is presented to one officer on each Patrol Shift, recognizing the highest level of over-all performance on his/her given shift. These officers have excelled above the normal course of daily duties.

L. Dispatcher Distinguished Service Award: Nominated by departmental supervisors, this award is presented to any dispatcher for exceptional performance, which, in the opinion of the supervisor, is deserving of recognition.

M. Special Commendation: Nominated by any employee, an award presented to any sworn or civilian member who through his or her efforts has made a significant impact on public safety or crime prevention.

N. Police Officer of the Year (Patrol Officer): Nominated by any employee, this officer must have shown him or herself to have exceeded the duty requirements of his/her position, exemplified the values of professionalism and dedication, demonstrated a distinct pattern of community service, and proven his/her personal dedication to serve and protect the community. This award is presented to any Police Officer who has performed outstanding service as a police officer, over and above what is required as part of that officer's normal duties and functions.

1) Criteria for this award
   a. To what extent has the officer positively influenced the public's perception or confidence in the Police Department?
   b. To What extent has the officer been involved in acts of compassion, humanity or support for individuals?
   c. To what extent has the officer demonstrated exceptional devotion to a particular police activity or duty.
   d. To what extent has the officer demonstrated excellence in a particular policing role or task?

O. Police Officer of the Year (Specialized Division): Nominated by any employee, this officer must have shown him or herself to have exceeded the duty requirements of his/her position, exemplified the values of professionalism and dedication, demonstrated a distinct pattern of community service, and proven his/her personal dedication to serve and protect the community. This award is presented to any Police Officer who has performed outstanding service as a police officer, over and above what is required as part of that officer's normal duties and functions.

1) Criteria for this award
   a. To what extent has the officer positively influenced the public's perception or confidence in the Police Department?

b. To what extent has the officer been involved in acts of compassion, humanity or support for individuals?
c. To what extent has the officer demonstrated exceptional devotion to a particular police activity or duty.
d. To what extent has the officer demonstrated excellence in a particular policing role or task?

P. Civilian Employee of the Year: Nominated by any employee, this award is presented to any civilian employee for recognizing performance for extra duties beyond those normally assigned.

1) Criteria for this award

a. Performing other roles when the department is short-staffed; developing new work methods that reduce waste or stretch resources;
b. Making creative suggestions that save the department time/money; provides services to others that are beyond the assigned responsibilities;
c. Documented consistently, outstanding job performance and completing duties in an outstanding manner, setting an example of achievement for others to follow;
d. Demonstrated leadership in performing duties that resulted in improved productivity of the unit, including customer focus, promoting teamwork, and commitment to achieving excellence;
e. Demonstrates significant contributions to the community or charitable volunteer organizations; exemplifies the Fayetteville Police Department values of, "Honor, Respect, Professionalism, and Integrity".

Q. Dispatcher of the Year: Nominated by any employee, this dispatcher has shown to have exceeded requirements of the position, exemplified the values of professionalism and dedication, and demonstrated excellent customer service to the community. This award is presented to any Dispatcher who has performed outstanding service, over and above what is required as part of the dispatchers' normal duties and functions.

1) Criteria for this award

a. To what extent has the dispatcher positively influenced the public's perception or confidence in the Police Department.

b. This dispatcher has demonstrated the knowledge to get the job done, and the drive to produce the best work possible. This recipient is recognized for consistently going the extra mile in serving the public, officers and other co-workers.

c. This dispatcher demonstrates resourcefulness and enthusiasm in accomplishing the work necessary to perform this job. The recipient has shown excellence in their quality of service, and work ethic.

d. This dispatcher shows a remarkable ability to deal with challenging situations and critical incidents.

e. This dispatcher has demonstrated leadership in performance of duties and promotes teamwork and commitment to excellence.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Subject: 52.1.1 Office of Professional Standards (OPS)	**Effective Date:** April 5, 2011
Reference:	Version: 1
CALEA: Chapter 52	No. Pages: 7

I. PURPOSE

The purpose of this policy is to create and maintain an environment conducive to efficient reception and resolution of complaints against police department personnel or general procedures used by the department and to establish written procedures for the administration and operation of internal investigations.

Such procedures will promote positive discipline and provide for the prompt and thorough investigation of alleged or suspected misconduct of department personnel.

II. DISCUSSION

A police department is often evaluated and judged by the conduct of individual members. While the public has a right to expect efficient, fair, and impartial law enforcement, employees must be protected against false allegations of misconduct.

The Office of Professional Standards will be charged with the responsibility of following department operational procedures in processing, investigating, and recording complaints against the department or its employees [CALEA 52.1.1].

III. ORGANIZATION

The Office of Professional Standards will serve to assist all personnel in regard to investigations of alleged misconduct of sworn or civilian employees.

The Chief will select all personnel of the Office of Professional Standards and designate a head of OPS. The designated head of OPS has the authority to report directly to the Chief. The designated head of OPS will maintain a record of all complaints against the department or employees in a secure area. OPS assigned personnel will be provided training at the discretion of the head of OPS and Chief of Police. [CALEA 52.1.3]

OPS assigned personnel will report directly to the Chief of Police or a designated supervisor on OPS matters and will pursue their responsibilities under the direction of the Chief of Police.
If investigations discover personnel who are engaging in serious acts of misconduct, or who have demonstrated they are unfit for ~~law enforcement~~ duty, information pertaining to the investigation will be reported directly to the Chief of Police by the head of the OPS.

IV. POLICIES

A. Officers selected for assignment to OPS must have demonstrated in their previous performance a high degree of investigative skills. The officer should have a personnel record clean of serious complaints. The officer should be familiar with state codes, and department policies and procedures related to internal affairs.

B. **Receipt of Complaints**

1. Nothing in this policy shall prohibit any citizen from exercising any additional rights or procedures outlined in Fayetteville Civil Service Commission Rules 5:09 and 5:10.

a. All complaints against the employees or department are to be initially directed to any supervisor on duty [CALEA 52.1.1].

b. All complaints against the department and its employees will be investigated to include anonymous complaints.

c. ~~Exceptions –~~ Complaints will not be assigned to an investigator ~~received and/or logged~~ concerning summons issued or arrests made which have not been adjudicated in a court of law unless the complainant alleges misconduct or illegal activity by the officer. The simple dislike of a charge or feeling of innocence does not, by itself, justify the formal filing of a complaint against any officer performing his duties.

d. The Chief of Police will carefully review each complaint for validation before disregarding it for lack of a credible complaint.

~~e. Exceptions – Citizen complaints involving employee performance and/or misconduct will not be accepted assigned an investigator if it was received more than 60 days after the alleged incident with the following exceptions:~~

~~a. Alleged criminal violations.~~
~~b. Complainant can show good cause for not making the complaint earlier.~~
~~c. On directions of the Chief of Police based on findings of a preliminary investigation.~~

2. Upon receipt of a complaint, the supervisor shall provide the complaining party a "Fayetteville Police Department OPS Complaint Form."

a. Supervisors may encourage phone complainants to come to the police station to complete the complaint form but must understand it is not mandatory for the complainant to do so.
f. In the event a complainant refuses to come to the police department, the supervisor should take the information and complete the form him or herself. The supervisor should so note the complainant's refusal.
g. Supervisors are not prohibited from going to a complainant's location to complete the OPS Complaint Form. Supervisors may send the OPS Complaint Form via U.S. Mail or electronically.

h. Complaint/compliment forms may be accessed online through the City of Fayetteville website.

3. Complaint forms will also be completed on anonymous complaints and forwarded to the Chief of Police [CALEA 52.1.1].

a. Discipline shall not be taken against any ~~officer~~ employee solely on the basis of an anonymous complaint. Before any discipline occurs, a case would have to be substantiated through investigation or administrative review.

4. Supervisors will explain to the complainant the process of completing the OPS Complaint Form.

a. Upon request, complainants who have completed an OPS Complaint Form are entitled to a photocopy of the completed complaint form at no charge.

5. Supervisors shall enclose completed complaint forms in a sealed envelope and clearly mark the envelope with the wording "CHIEF OF POLICE – COMPLAINT ENCLOSED." The envelope should either be delivered to the Chief of Police or to his office as soon as possible [CALEA 52.2.2].

6. After review of the complaint by the Chief of Police, the complaint will be assigned for further investigation by a line supervisor or an OPS investigator. Complaints that are deemed of a minor nature may be remanded to a line supervisor for further action. Criteria for assignment of such complaints may include alleged rudeness, tardiness, minor incidents or improper procedure. Complaints that are deemed to be of a more serious nature will be forwarded to the head of OPS for logging and assignment for investigation [CALEA 52.2.1].

a. When possible, investigations shall be assigned to an investigator of higher rank than the employee being investigated. Circumstances may arise that make it more practical and/or expedient to assign an equal or lower ranking investigator. The Chief of Police shall have the authority and discretion to direct assignments when it is necessary to assign an investigator of equal or lower rank than the employee being investigated.
b. Investigations will be completed within ~~21~~ 30 days, unless the head of OPS authorizes an extension [CALEA 52.2.3].
c. Investigations should be adjudicated within 10 days of the final disposition.

7. The Chief of Police, at his discretion, may place an ~~officer~~ employee on paid administrative leave from duty pending the results of an internal investigation. [CALEA 52.2.7]

8. Supervisors will avoid exposing the content or subject of a completed complaint form to anyone until the matter is resolved or directed by the Chief of Police to discuss the matter.

9. Should a complainant not wish to file a formal complaint, a supervisor may handle the complaint on an informal basis. These incidents shall be referred to as **RESOLVED COMPLAINTS**.

a. Once the complaint has been resolved the supervisor will provide a typed summary to the head of OPS for review and filing.
b. In the event a complainant does not wish to file a formal complaint on what is deemed to be of a serious nature, the supervisor shall file the complaint based on information received by the complainant.

10. Complainants will be notified as to the verification of receipt of the complaint, status of a complaint and results of any investigation upon conclusion. [CALEA 52.2.4]

11. Complaints may be generated internally by a member of the department in written form to the Chief of Police.

C. **Records Security and Storage**

1. All records pertaining to an internal investigation will be kept and stored in a locking file accessible only to the Chief of Police and the head of OPS. [CALEA 52.1.2]

2. OPS investigative files shall be maintained according to the below schedule unless ordered by a court of competent jurisdiction to purge a particular file(s). [CALEA 52.1.2]

Minimum Records Retention and Disposition Schedule

RECORD	RETENTION	FINAL DISPOSITION
Officer involved Use of Deadly Force Incidents	Permanent Retention	Permanent Retention
Complaints resulting in sustained discipline at the administrative level *	10 Years	Records Purged
Complaints resulting in sustained discipline at the supervisory level **	5 Years, provided a 1 year infraction-free period precedes the dates of purge.	Records Purged
Complaints whose findings are not sustained, unfounded or exonerated	3 Years	Records Purged
Complaints on which no action is taken	2 Years from the date that determination is made not to initiate investigation	Records Purged

*A complaint resulting in sustained discipline at the administrative level is defined as a written record of an oral warning, written reprimand, suspension, demotion, termination and / or resigned under investigation or in lieu of termination.

**A complaint resulting in sustained discipline at the supervisory level is defined as a supervisor counseling. If an infraction occurs during the one year period preceding the purge of the complaint, one year is added to the retention date.

D. Investigations

1. Types of investigations:

a. Formal investigation – A complaint assigned to a formal OPS investigator
b. Supervisor Referral – A complaint assigned to the employee's supervisor for investigation
c. Administrative Review – A complaint reviewed at the administrative level which does not require a formal investigation

2. Allegations of misconduct will be investigated toward a conclusion of fact. Findings will be based on clear and convincing facts and evidence gathered during an investigation. ~~will be maintained by the investigator and ultimately turned over to the head of OPS and Chief of Police for final analysis.~~ [CALEA 52.2.8]

3. When an ~~officer~~ employee is the subject of a criminal investigation or has been charged with a criminal offense, the department may suspend any related administrative investigation until the criminal matter has been resolved.

4. Simultaneous criminal and internal investigations shall be separate, and no Fayetteville Police Department employee who is investigating one shall investigate the other. No criminal investigator shall have access to compelled statements in the internal investigation (Garrity v. New Jersey, 385 USC 493). ~~Whenever related criminal and administrative investigations are being conducted simultaneously, no statements made by the officer in the administrative investigation shall be provided to those conducting the criminal investigation. No police personnel having knowledge of such statements shall participate in the criminal investigation.~~

5. The head of OPS will notify both the complainant and employee(s) in question a complaint has been received and an investigation is impending.

a. Notice of the complaint will not be given to the employee(s) in cases in which such notification may be detrimental the investigative process.
b. Once notified of the complaint and investigation, the employee(s) is prohibited from discussing or interfering with the investigation.

6. Employees being required to submit a report or be interviewed who are the subjects of an OPS complaint and/or investigation will receive an OPS Investigation Warning Form, be advised of the nature of the complaint and allowed to read the complaint form. [CALEA 52.2.5]

a. The OPS Investigation Warning Form will advise the ~~officer~~ employee he or she is part of an official investigation, advise of certain rights associated with self-incrimination, and possible departmental charges for refusing to cooperate.

7. Before an interview is conducted and excluding a conflict of interest, the ~~officer~~ employee may have a representative of his or her choosing present. [CALEA 52.2.5]

a. Interview sessions shall be for reasonable periods and shall allow for such personal necessities and rest periods as are reasonably required.
b. Interview sessions shall be conducted while the ~~officer~~ employee is on-duty whenever practical.
c. If an ~~officer~~ employee is required to submit to an interview during off-duty time, the ~~officer~~ employee shall be compensated in accordance with normal department procedures used for compensation of extra hours.

8. Employees ~~Officers~~ may be compelled to answer questions related to their duties or fitness for duty. (Garrity v. New Jersey, 385 USC 493)

a. When an ~~officer~~ employee refuses to answer questions posed in an administrative investigation on the grounds or fear of criminal self-incrimination, the ~~officer~~ employee may be ordered to answer such questions, and shall be informed none of the information provided can or will be used against him or her in any subsequent criminal prosecution.
b. The ~~officer~~ employee is subject to possible disciplinary action for refusal to answer questions. The ~~officer~~ employee may be given a direct order to cooperate with the investigation. Failure to obey a direct order may result in the ~~officer~~ employee being placed on administrative leave and subject to further disciplinary action [CALEA 52.2.7].
c. Employees ~~Officers~~ may be compelled to undergo an examination for the detection of deception. The results of such testing shall not be usable in any subsequent criminal investigation but may be used to determine dispositions of administrative matters [CALEA 52.2.6 e.].
d. Employees ~~Officers~~ may not refuse to submit to other non-testimonial administrative examination (drug screening by urinalysis or blood test, medical examinations, line up, photographs, financial statements when they are material to the investigation, etc) [CALEA 52.2.6 a., b., c., & d].
e. Departmental property or personal property authorized for use by the department in connection with official police duties may be inspected and / or searched at any time in accordance with law. An ~~officer's~~ employee's personal property shall be afforded the same protection as that of any other citizen and, in criminal cases, the accused employee's ~~officer's~~ constitutional rights will be protected.
f. Refusal to submit to such examinations or non-testimonial examinations where required may be grounds for dismissal [CALEA 52.2.7].
g. Occasionally, an OPS investigation will discover employee misconduct and / or policy violation/s against an employee who was not the original subject of the investigation, and the misconduct and / or policy violation/s were not included in the original complaint. The Chief of Police will decide if the investigation will be part of the original investigation or a new investigation will be generated. In all circumstances, the employee will receive an OPS Warning Form and be advised of the nature of the complaint before he or she is interviewed.

9. Employees are strictly prohibited from interfering with, or discussing an ongoing investigation.

E. **Dispositions**

1. Dispositions will be decided according to the following categories:

   a. **Unfounded:** When the investigation clearly indicates the act complained of did not occur.
   b. **Exonerated:** When the investigation clearly indicates the act occurred, but the act was justified, lawful, and proper.
   c. **Not Sustained:** When the investigation discloses insufficient evidence to prove or disprove the allegation made in the complaint.
   d. **Sustained:** When the investigation discloses the act did occur and constitutes misconduct

2. Only case dispositions, which have a finding of "Sustained", shall be filed in the employee's personnel file.

3. The Chief of Police will be notified, in writing, of the final disposition of any complaint within 10 days of the conclusion of an investigation.

4. The Chief of Police will determine disciplinary measures for investigations of allegations of misconduct resulting in a disposition of "sustained". Consideration in disciplinary measure should be given to ensure public confidence in the agency, to protect future liability and to deter future misconduct.

5. Employees ~~Officers~~ will be notified, in writing, of the final disposition of any complaint within 14 days of the conclusion of an investigation. Whenever an officer is dismissed, demoted or suspended according to policies and procedures, he or she may grieve or appeal such action through civil service provisions where appropriate.

6. Complainants will be notified, in writing, of the disposition of a complaint within 14 days of resolution of a complaint. [CALEA 52.2.4]

7. At the conclusion of every fiscal year, the head of OPS will create an annual statistical summary based on the records of all OPS investigations. This annual report will be made available for review to interested persons. [CALEA 52.1.5]

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

	Effective Date January 6, 1999	Number 72.1.1
Subject **JAILER DUTY**		
Reference	Special Instructions	
Distribution All Personnel	Reevaluation Date 1 Year	No.Pages -2-

I. PURPOSE

The purpose of this policy is to define the responsibilities and general duties of the jailer when these duties are performed by an officer. (Generally, these duties are performed by civilian jailer personnel). In all cases, the jail supervisor or in their absence the shift supervisor is responsible for the operation of the holding facility.

II. POLICY

1. The jailer will arrange for prisoner meals and give them the necessary items needed each day for health and hygiene. The jailer will ensure prisoners ready for arraignments/trials are taken to municipal court by the court bailiff each court day. (In cases where large numbers of prisoners or prisoners with histories of violence are being taken to court, the jailer will aid or cause another officer to assist the bailiff in transporting the prisoners.)

2. The jailer will check supplies and equipment used in daily operation of the jail facility and notify the jail supervisor of any needed supplies or repairs. The jailer will see that the jail is always clean and will make 30 minute checks of all prisoners and cells.

3. The jailer will notify and assist the supervisor in making arrangements for medical treatment if prisoner(s) ask for treatment or is in need of treatment. In appropriate cases, the supervisor may make immediate arrangements for the prisoner to be released so he or she may seek treatment. All injuries to prisoners should be noted on the booking sheet. A "Medical Attention" form should be completed and taken along with the prisoner to the medical facility, then returned to the jail and any medication needed should be noted and that

information passed on to the next jailer and supervisor.

4. A matron should be on duty when any female prisoner is incarcerated. Female Central Dispatch Center (CDC) personnel certified as matrons should only be used as a last resort and only when not in conflict with an established policy. If no police department matron is available, arrangements should be made with another agency (such as Washington County Jail) for transfer of the female prisoner if the prisoner is to be held.

5. The assigned jailer will read and follow the jail manual.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

	Effective Date January 6, 1999	Number 72.3.1
Subject **JAIL EMERGENCY PLAN**		
Reference	Special Instructions	
Distribution All Personnel	Reevaluation Date 1 Year	No.Pages -2-

I. PURPOSE

The purpose of this policy is to prescribe fire prevention practices and procedures for the Fayetteville City Jail.

II. POLICY

In the event of a fire or disaster which requires evacuation of the building, the first priority will be getting all the people out of the building as quickly and as safely as possible.

A. FIRE

1. If fire is discovered in any portion of the jail, the Fayetteville Fire Department and the jail/shift supervisor will be notified immediately.

2. If the fire cannot be extinguished with the portable extinguishers located in the building, the jailer will stand by the appropriate exterior door to aid the fire department in gaining entry once they arrive.

3. In case of small fires of bedding, clothing, etc., the smoke and fumes will be removed from the building by the Fayetteville Fire Department's portable fans.

4. In case of a large fire which requires the building evacuated, personnel in the Central Dispatch Center should be instructed to notify all available police units to come to the jail immediately to assist . The sheriff's office may be notified in case their assistance is necessary for the transport of prisoners to the county jail. If possible, all prisoners will be placed in the holding areas with an officer at each door; otherwise, all prisoners will be placed outside the building with officers to guard them.

5. In case of fire where the main corridor is blocked and the prisoners cannot be evacuated through the main jail door, they will be removed by way of the exit door at the northwest corner

of the cellblock area. Prisoners in the barracks will be moved through the dining area around to the emergency exit if the main door is blocked.

6. In the event of injuries to prisoners, they will be transported to the Emergency Room at Washington Regional Medical Center by local ambulance, if necessary.

B. STORM, TORNADO, ETC.

1. If the building sustains severe damage from a storm, tornado, etc., the duty jailer and the jail/shift supervisor will immediately survey the condition of all prisoners and building damage in order to form a plan of action.

2. If broken electric wires or gas pipes are observed, these services should be cut-off immediately. The main gas meter switch is located on the outside wall at the southeast end of the building.

3. The duty jailer or jail/shift supervisor should request the Central Dispatch Center to notify all City police units, sheriff's office, fire department, Civil Defense, and the Arkansas State Police of the emergency situation at the facility. Mobile units will be used if the Central Dispatch Center is inoperable.

4. If it becomes necessary to evacuate the building, the same procedure will be followed as for "FIRE" (earlier in this chapter).

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Effective Date	Number
January 6, 1999	72.5.5

Subject
SUICIDE IDENTIFICATION GUIDELINES

Reference	Special Instructions

Distribution	Reevaluation Date	No.Pages
All Personnel	1 Year	-2-

I. PURPOSE

The purpose of this policy is to establish specific guidelines for identifying and dealing with potential suicidal prisoners. This policy will apply to all officers and jailers, both commissioned and non-commissioned.

II. DISCUSSION

All officers and jailers are directed to take special precautions in limiting prisoners with suicidal tendencies access to certain conditions that risk the prisoner to self-inflicted injuries.

III. POLICY

A. PRISONER ASSESSMENT

Officers and jailers will consider the following in accessing a prisoner's suicidal tendencies.

1. Statements and reports of the arresting officer.

2. Nature of prisoner's behavior at the time he is taken into custody and at the time of booking.

3. Prior arrest reports and jail records.

4. Mental condition of prisoners at the time of arrest/booking.

5. Statements from family or friends.

6. Injuries from previous suicide attempts.

7. History of severe drug or alcohol abuse.

8. Statements indicating threat to attempt suicide.

9. Uncontrollable laughing, shouting, bragging, or joking of suicide.

10. Statements indicating severe depression.

B. HANDLING SUICIDE RISKS

If any of the above conditions and/or other characteristics exist, the officer and/or jailer shall:

1. Post a sign on the jail cell door indicating the prisoner is a suicide risk.

2. Post the information on the jail census board and in the jail log book.

3. All materials which could be used to inflict injury shall be removed from the prisoner and the cell prior to placing the prisoner in the cell.

4. Officers and jailers shall increase the frequency of jail checks to a minimum of once every 15 minutes.

FAYETTEVILLE POLICE DEPARTMENT
FAYETTEVILLE, ARKANSAS

POLICIES, PROCEDURES, AND RULES

Effective Date	Number
January 6, 1999	72.6.1

Subject
MEDICAL AND DENTAL CARE FOR PRISONERS

Reference	Special Instructions

Distribution	Reevaluation Date	No.Pages
All Personnel	1 Year	-2-

I. PURPOSE

The purpose of this policy is to establish guidelines for providing medical, mental, and dental hygiene care for prisoners in the custody of the Fayetteville Police Department.

II. POLICY

No prisoner in the custody of the Fayetteville Police Department will be denied medical, dental, or mental hygiene care. The Emergency Room at Washington Regional Medical Center will be the primary treatment facility unless other arrangements are made.

III. PROCEDURES

A. The following procedure shall be followed anytime a prisoner requests medical, dental, or mental hygiene care. They shall also be followed anytime a jailer determines a prisoner is in need of care.

1. When a prisoner requests medical, dental, or mental hygiene care the jailer will immediately notify the on duty supervisor who will assist in making the appropriate arrangements. If the situation is life threatening the jailer will first call an ambulance and then notify the supervisor.

2. The jailer will then complete a "Request for Medical Attention" form and have the prisoner sign it. A prisoner's refusal to sign the form **will not** be grounds to deny them medical care.

3. The "Request for Medical Attention" form shall be sent with the transporting officer. It will be the transporting officer's responsibility to see that the bottom of the form is completed by the appropriate medical personnel and that the form is returned to the jail.

4. When the form is returned to the jail, two copies will be forwarded to the jail

administrator and the third copy will be placed in the prisoner's file.

B. The above procedures shall be followed anytime a prisoner is transported for a routine scheduled visit with a doctor, dentist, or mental health care professional.

C. If a prisoner has received some form of health care while in the custody of the Fayetteville Police Department and is later transported to another detention facility, a copy of the prisoner's "Request of Medical Attention" form shall be sent with him.

D. Great caution must be taken when denying care. Only a supervisor can make the decision to deny a prisoner care. If a supervisor does deny care, he must be able to give articulable reasons why he did so.

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0470

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: A. 3

USDA FARMERS MARKET PROMOTION PROGRAM GRANT:

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A USDA FARMERS MARKET PROMOTION PROGRAM GRANT WITH THE USDA AGRICULTURAL MARKETING SERVICE IN THE AMOUNT OF $58,856.00 FOR THE CITY TO EXPAND AND PROMOTE ECONOMIC OPPORTUNITIES FOR PRODUCERS OPERATING THROUGH THE FAYETTEVILLE FARMERS MARKET, TO APPROVE AN AGREEMENT WITH THE RURAL MOUNTAIN PRODUCERS EXCHANGE AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a grant from the USDA Agricultural Marketing Service in the amount of $58,856.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement with the Rural Mountain Producers Exchange for the City to administer programs to expand and promote economic opportunities for producers operating through the Fayetteville Farmers Market.

Section 3. That the City Council of the City of Fayetteville, Arkansas approves a budget adjustment, a copy of which is attached to this Resolution, recognizing $58,865.00 in federal revenue.

City of Fayetteville Staff Review Form

2015-0470

Legistar File ID

10/20/2015

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

Peter Nierengarten	10/2/2015	Sustainability & Resilience / Chief of Staff
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that the City Council accept the USDA Farmers' Market Promotion Program (FMPP) Grant and sign an agreement with the Rural Mountain Producers Exchange otherwise known as the Fayetteville Farmers' Market in the amount of $58,856 and approve a budget adjustment.

Budget Impact:

2230.8003.5315.00	
Account Number	Fund
35104	
Project Number	Project Title

Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	58,856.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	58,856.00
		Remaining Budget	$	-

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Mayor and City Council

THRU: Peter Nierengarten, Sustainability and Resilience Department Director

FROM: Leif Olson, Associate Planner

DATE: October 2, 2015

SUBJECT: USDA Farmers Market Promotion Program Grant Acceptance and Agreement: Submitted by Staff for the City Council to recognize $58,856 in grant money received from the USDA Agricultural Marketing Service to expand and promote economic opportunities for producers operating through the Fayetteville Farmers Market**.**

RECOMMENDATION:
Staff recommends that the City Council accept the USDA Farmers' Market Promotion Program (FMPP) Grant and sign an agreement with the Rural Mountain Producers Exchange otherwise known as the Fayetteville Farmers' Market in the amount of $58,856 and approve a budget adjustment.

BACKGROUND:
Since 1973, the Fayetteville Farmers' Market has offered locally produced vegetables, fruits, flowers, plants, meats, baked goods, honey, eggs, jams, juried crafts, and fine art from the four county area. The Fayetteville Farmers' Market operates four markets and currently three of the four market days have low attendance. The goal for the grant is for increased advertising and promotions of the Fayetteville Farmers' Market to expand economic opportunities for producers through the growth of consumer attendance and purchases at those markets.

DISCUSSION:
The $58,856 USDA FMPP grant awarded to the City of Fayetteville does not require a monetary match. The grant will be administered through the City of Fayetteville Sustainability and Resilience Department to the Rural Mountain Producers Exchange, otherwise known as the Fayetteville Farmers Market. The Fayetteville Farmers Market will be responsible to report quarterly in order to be reimbursed from the grant funding. Programs to be funded through this grant will expand and promote direct producer-to-consumer marketing for the Fayetteville Farmers' Market. The promotional plan includes:

1) Increased television advertising to promote market days held each week with special emphasis on weekday and Sunday market expansion.
2) Promote Special Events that will expand the sale of seasonal produce and engage the community (ie: Salsa Festival, National Farmers Market Week Promotions, and Cooking Demonstrations).
3) Merchandising, display and social media marketing training for producers.

BUDGET/STAFF IMPACT:
This grant will be administered by the Sustainability and Resilience Department Director with the Fayetteville Farmers Market reporting quarterly for reimbursement. There is no monetary match required by the City of Fayetteville.

Attachments:
USDA Agricultural Marking Service Notice of Award
USDA Farmers' Market Promotion Grant Service Agreement (and attachments A – E)
Budget Adjustment
Purchase Order Request Form

SUBRECIPIENT GRANT AGREEMENT

This Agreement is entered into on this **20th day of October, 2015,** between the **City of Fayetteville**, hereinafter known as the **City**, and **Rural Mountain Producers Exchange, otherwise known as the Fayetteville Farmers' Market,** hereinafter known as the **"Subrecipient"** and is intended to satisfy the requirement of Section 3.0 of the USDA Farmers Market Promotion Program FY 2015 General Award Terms and Conditions**.**

1. TERM OF AGREEMENT: The funding for this Agreement shall begin on the date first written above and expire on **September 29th, 2017**.

2. COMPLIANCE WITH APPROVED PROGRAM: The City hereby designates and the Subrecipient hereby agrees to receive the City's Subrecipient Grant and to administer such grant in accordance with this agreement, and the objectives set forth by the USDA Notice of Award (**Attachment A)** and the USDA Farmers Market Promotion Program FY 2015 General Award Terms and Conditions **(Attachment E)**.

3. SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES: Pursuant to Section 2.0 of the General Award Terms and Conditions, Subrecipient represents and warrants that:

   A. Its financial management system meets the standards and requirements set forth by 2 CFR § 200.302.

   B. It will use Federal funds in a responsible manner and will apply adequate internal controls and cash management practices consistent with the requirements set forth in 2 C.F.R. § 200.303.

   C. It will report any program income generated during the grant period to the City and that it will use any program income to further the objectives of the grant program.

   D. It will comply with federal procurement standards (2 C.F.R. § 200.318- 200.326) in connection with expenditures of grant funds, which includes, but is not limited to, maintaining written standards of conduct covering conflicts of interest (2 C.F.R. § 200.318(c)(1); maintaining records sufficient to detail the history of all procurements using grant funds (2 C.F.R. § 200.318(i) and making those records available to the USDA or City upon request (2 C.F.R. § 200.324); conducting all procurement transactions in a manner providing full and open competition consistent with federal standards (2 C.F.R. § 200.319(a); having written procedures for procurement transactions (2 C.F.R. § 200.319(c); and taking all necessary affirmative steps to assure that minority businesses and women's business enterprises are used when possible.

4. AMOUNT OF GRANT: It is expressly agreed and understood that upon execution of the Agreement, the City agrees to allocate no more than the amount of **Fifty eight thousand, eight-hundred and fifty-six dollars ($58,856.00)** for the full and complete satisfactory performance of this Agreement.

5. PROCEDURE FOR FUND REQUESTS: Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Farmers' Market Promotion Program (FMPP) Budget **(Attachment B)** and in accordance with performance. Reimbursement requests shall be made monthly using the Subrecipient Grant Reimbursement Form **(Attachment D)**.

6. AMENDMENTS OR CHANGES: Any revision to this Agreement, including Attachments, shall only be made by a written amendment approved by the City. Subrecipient acknowledges that changes to the FMPP may require prior written approval by the USDA in accordance with Section 10.0 of the General Award Terms and Conditions (**Attachment E**).

CITY OF Fayetteville ARKANSAS

City of Fayetteville

7. SCOPE OF PROJECT: The Subrecipient shall perform all services according to the Statement of Work as indicated in the USDA Farmers' Market Promotion Program (FMPP) Scope of Work **(Attachment C)**. Any deviation from the provisions detailed in the Statement of Work shall be prohibited unless approved by the City and made an amendment to this Agreement. Subrecipient acknowledges that any change in scope or objectives, even if there is no associated budget revision, requires prior written approval by the USDA Such proposed changes shall be submitted to City, which shall submit the necessary paperwork for approval to the USDA.

8. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Subrecipient agrees to comply with all of the provisions of the USDA Farmers Market Promotion Program FY 2015 General Award Terms and Conditions **(Attachment E)**. Subrecipient agrees to maintain and provide upon request all records, financial and otherwise, relating to the Farmers Market Promotion Program.

9. REMEDIES FOR NONCOMPLIANCE: If Subrecipient fails to comply with the terms and conditions of this award, City may impose special award conditions including one or more corrective actions outlined in 2 C.F.R. § 200.338.

10. TERMINATION OF SERVICES: This Agreement may also be terminated by either the City or the Subrecipient in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

11. CLAIMS AGAINST THE CITY: The Subrecipient agrees to defend, indemnify and save harmless the City from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees.

12. NOTICES: Communication and details concerning the Agreement shall be directed to the following contract representatives:

Rural Mountain Producers Exchange	City of Fayetteville
Chuck Rutherford	Lioneld Jordan
Fayetteville Farmers Market Board President	Mayor
101 W. Mountain St., Suite 212	113 W Mountain St
Fayetteville, AR 72701	Fayetteville AR 72701

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

Rural Mountain Producers Exchange

Chuck Rutherford

Chuck Rutherford, Board President

City of Fayetteville

_____

Mayor Lioneld Jordan

_____

Attested By:

Attachment A

NOTICE OF AWARD

United States Department of Agriculture

Agricultural Marketing Services

Farmers Market Promotion Program

1400 Independence Ave, SW
Room 4543-S
Stop 0264
Washington, DC 20250-0264

September 18, 2015

ATTN: Lioneld Jordam
FAYETTEVILLE, AR

SUBJECT: Agricultural Marketing Service (AMS) Notice of Award (NOA) for Agreement No. 15FMPPAR0095

CFDA#: 10.168

Project Director: Lioneld Jordam

Project Title: Farmers' Market Promotions, Special Even

Period of Performance: September 30, 2015-September 29, 2017

AMS Award Amount: $58,856.00

Matching Funds Amount: $0.00

Dear Lioneld Jordam:

The Agricultural Marketing Service (AMS) hereby awards a grant to CITY OF FAYETTEVILLE in support of the above referenced program. This Award is pursuant to 7 U.S.C. 3005(CFDA# 10.168, Farmers Market Promotion Program) and is subject to :

1. Your organization's application package, including the SF-424, SF-424B, Application/Project Narrative, Budget Summary/Narrative, other supporting letters and documents, as applicable, match verification, as applicable, AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants, as applicable, and AD-3031, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants, as applicable.

2. FY 2015 Farmers Market Promotion Program General Terms and Conditions
http://www.ams.usda.gov/sites/default/files/media/FMPPAwardTerms2015.pdf

Acceptance of this award requires an authorized CITY OF FAYETTEVILLE representative to sign and date the Grant Award and submit to John Miklozek at John.Miklozek@ams.usda.gov.

If you have any questions about this NOA, please contact the Federal Agency Project Manager listed in Box 13 of the attached Grant Agreement.

Sincerely,

Karla Whalen

USDA, Agricultural Marketing Service

Grant Agreement Face Sheet

1. Accounting Code: 9000000502	**2. Vendor I.D. (EIN):** 716018462	**3. DUNS Number:** 075657742
4. Agreement Number: 15FMPPAR0095	**5. Type of Instrument:** Grant Agreement	**6. CFDA Number:** 10.168

7. Title of Agreement:
Farmers' Market Promotions, Special Even

8. Objective:
To increase domestic consumption of and access to locally and regionally produced agricultural products, and to develop new market opportunities for farm and ranch operations serving local markets, by developing, improving, expanding, and providing outreach, training, and technical assistance to, or assisting in the development, improvement and expansion of domestic farmers' markets, roadside stands, community-supported agriculture programs, agritourism activities, and other direct producer-to-consumer market opportunities.

9. Statement of Work:
This agreement shall be carried out by the organizational units or officials of the Federal Agency and the Recipient in the manner and subject to the conditions provided in the Farmers' Market Promotion Program (FMPP) - General Award Terms and Conditions attached hereto and made a part of this agreement.

10. Legal Authority:
The Agricultural Act of 1946 (7 U.S.C. 1621-1627), the Farmer-to-Consumer Direct Marketing Act of 1976 (7 U.S.C. 3001-3006) and the Agriculture Act of 2014 (Public Law 113-79) (2014 Farm Bill) that reauthorized, funded, expanded, and renamed the Farmers Market Promotion Program as the "Farmers' Market and Local Food Promotion Program" (7 U.S.C. 3005).

11. Federal Agency (Name and Address): Farmers Market Promotion Program 1400 Independence Ave Washington, DC 20250	**12. Recipient:** CITY OF FAYETTEVILLE 113 W MOUNTAIN ST FAYETTEVILLE, AR 72701-6083
13. Federal Agency Project Manager: John Miklozek,0002 Telephone: 202-720-1403 Email: John.Miklozek@ams.usda.gov	**14. Recipient Project Coordinator:** Lioneld Jordam, Telephone: (479) 575-8330 Email: ljordan@fayetteville-ar.gov

15. Period of Performance: September 30, 2015 through September 29, 2017	**16. Federal Agency Funding Amount:** $58,856.00	**Non-Federal Matching Amount:** $0.00

PROVISIONS

This Grant Award incorporates the following:
1. The approved Grant Narrative, Project Budget, and Approved Award Budget including any mutually agreed upon budget revisions and other changes and amendments thereto – incorporated by reference.
2. The Recipient will complete activities outlined in the approved Grant Narrative, Project Budget , and Approved Award Budget including any mutually agreed upon budget revisions and other changes and amendments thereto.
3. The Recipient agrees to comply with the requirements in the FMPP Grant Program Fiscal Year 2015 General Terms and Conditions, available at http://www.ams.usda.gov/sites/default/files/media/FMPPAwardTerms2015.pdf and incorporated by reference.

17. Federal Agency Representative Approval:	**18. Recipient Representative Approval:** Name: Title:
X Karla Whalen Deputy Administrator Agricultural Marketing Service	19. Recipient Representative Approval Signature: Date:

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is0581-0235. Public reporting burden for this collection of information is estimated to average 2 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project 0581-0235, Washington, DC 20503.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Attachment B

Farmers' Market Promotion Program (FMPP) Budget

Project Title: Farmers' Market Promotions, Special Events, and Capacity Building Expands Regional Customer Base
Organization: City of Fayetteville, Arkansas
Contact Person: Mayor Lioneld Jordan c/o Peter Nierengarten
Contact Phone: 479-575-8272 or 479-575-8300
Contact Email: pnierengarten@fayetteville-ar.gov

Budget Summary Itemization:		**Requested Funds Applicant**
Personnel:	FFM Business Coordinator/Manager = 149 hours @ $25.20	$3,754.00
	FFM Assitant Event Coordinator = 160 hours @ $13.30	$2,128.00
	FFM Vendor Coordinator/Manager = 30 hours @ $25.20	$756.00
	FFM 2 part-time event personnell = 40 hours @ $11.10	$444.00
	Total Personnel	**$7,082.00**
Fringe Benefits (including the Benefit Rate):		
	Total Fringe	**$0.00**
Contractual:	KNWA - TV Commercial to run local channell 50 spots (:15 sec)= $2000 each month for 14 months	$28,000.00
	Saatchi & Saatchi X - marketing creative for TV production $1000 per TV comercial	$2,000.00
	Mariachi Band for Salsa Festival $500 per event x2	$1,000.00
	Fayetteville Vistor Center - Cost to hang banners on Church Street @ $150.00 x 2	$300.00
	Brooks Graphics - 2 Banners - 1 to hang over Block Street entrance and 1 to hang over Town Center entrance for Salsa Festival @ $455.00	$910.00
	NWA Newspapers print advertising for Salsa Festival - 3 ads a week for 2 weeks @ $750 per week x2= $1500 x 2	$3,000.00
	KUAF Radio - for Salsa Festival- 2 weeks 12 spots @ $29.00 a spot x 2 years = 24 paid spots $696 (KUAF Match 24 spots free)	$696.00
	NWA Newspapers print advertising for National Farmers Market Week - 3 ads a week for 2 weeks @ $750 per week x3 = $1500 x 3 years	$4,500.00
	KUAF Radio - for National Farmers Market Week -2 weeks 12 spots @ $29.00 a spot x 3 = $1044 (KUAF Match 24 spots free) - 3 Year promo 2015 -2017	$1,044.00
	Fayetteville Free Weekly Newspaper print advertisements for special events 1/8 pg @ $70.00 per advertisement x3 = $210	$210.00
	Guest Speaker for Producer Merchandising, display and social media trainin	$400.00
	Total Contractual	**$42,060.00**
Travel:		
	Total Travel	**$0.00**
Equipment:		
	Total Equipment	**$0.00**

Farmers' Market Promotion Program (FMPP) Budget

Project Title: Farmers' Market Promotions, Special Events, and Capacity Building Expands Regional Customer Base
Organization: City of Fayetteville, Arkansas
Contact Person: Mayor Lioneld Jordan c/o Peter Nierengarten
Contact Phone: 479-575-8272 or 479-575-8300
Contact Email: pnierengarten@fayetteville-ar.gov

Supplies:		
	Salsa Festival Posters = Vista Print 100 @ $200 x 2	$400.00
	Salsa Festival Flyers 1/4 page = Vista Print 1000 @ $100 x 2	$200.00
	Salas Festival Food Costs for Salsa Tasting= $500 x2 (purchased from Vendors)	$1,000.00
	National Farmers Market Week Flyers 1/4 page = Vista Print 1000 @ $100 x3 years	$300.00
	Cooking Demonstrations Food Cost $100 per event x 12	$1,200.00
	Producer Merchandising, Display and Marketing Training Binders and Print Materials for 100 vendors @ $10.00 each	$1,000.00
	Total Supplies	**$4,100.00**
Other:	Food Truck Rental- Cooking Demos 12 times and Salsa Festival 2 times - current market poducer owns food truck approved for rental= $300.00 x 14	$4,200.00
	Salsa Festival Tables from Eventures Party Rentals - 12 rectangle Tables 8 ft @ $8.50 x 2 years	$204.00
	Salsa Festival Tables from Eventures Party Rentals - 10 rectangle Tables 6 ft @ $8.00 x 2 years	$160.00
	Salsa Festival Chairs from Eventures Party Rentals- 100 Fiber glass Chairs @ $1.00 each x 2 years	$200.00
	Room Rental for Producer Merchandising, Display and Social Media Training @ Fayetteville Town Center (One Time Training)	$850.00
	Total Other	**$5,614.00**
Indirect Costs:		
	Total Indirect	**$0.00**
Estimated Program Income Sources:	The increased advertising will increase direct producer-to-consumer sales at market for vendors which will result in increased commissions paid to RMPE/FFM. The estimated increase in commission will be used to expand the advertising budget in 2018 - 2019	
	2016	$6,213.00
	2017	$6,599.00
	Total Program Income	**$12,812.00**

Farmers' Market Promotion Program (FMPP) Budget

Project Title: Farmers' Market Promotions, Special Events, & Capacity Building Expands Customer Base
Organization: City of Fayetteville, Arkasas
Contact Person: Mayor Lioneld Jordan c/o Peter Nierengarten
Contact Phone: 479-575-8272 or 479-575-8300
Contact Email: pnierengarten@fayetteville-ar.gov

Budget Summary Itemization:	Requested Federal Funds	Budget Totals
Total Personnel	$7,082.00	**$7,082.00**
Total Fringe	$0.00	**$0.00**
Total Contractual	$42,060.00	**$42,060.00**
Total Travel	$0.00	**$0.00**
Total Equipment	$0.00	**$0.00**
Total Supplies	$4,100.00	**$4,100.00**
Total Other	$5,614.00	**$5,614.00**
Total Direct Costs	$58,856.00	**$58,856.00**
Total Indirect	$0.00	**$0.00**
Total Federal Request:	$58,856.00	**$58,856.00**
Total Matching Contribution:		
Total Project Costs:		$58,856.00
Total Project Cost with Program Income	$0.00	$58,856.00
Indirect Cost as Percentage (Check):		0.0%

USDA Farmers' Market Promotion Program (FMPP) Scope of Work – Attachment C

List and describe each planned activity (scope of work) including how it relates to the project objectives:	***Anticipated date of completion:***	***Resources required to complete each activity:***	***Milestones assessing progress and success of each activity:***	***Who will do the work (include collaborative arrangements or subcontractors)?***
Objective 1: : Increase local consumption of regionally produced agricultural products through expanded advertising and special events for the purpose of recruiting new customers to market				
Television Commercials (14 months)	September - October 2015 April – October 2016 April – August 2017	Contract with local TV Station, Coordinate marketing consultant Saatchi & Saatchi X for creative	**Milestone 1**: Produce TV Commercial spot to run September - October 2015, & April – July 2016 **Milestone 2**: Produce TV Spot to run August – October 2016 & April - August 2017	FFM Business Coordinator, local television station KNWA, KHOG, and marketing consultant group Saatchi & Saatchi X
Special Events: Salsa Festival (Salsa Competition of area chefs, salsa tasting and judging with local nonprofit Feed Fayetteville, Pepper jam contest of FFM producers, Tomato Canning workshop with extension services, Salsa Making workshop local nonprofit Apple Seeds)	July 2016 & July 2017	Food Truck Rental, 1 part-time Assistant Event Coordinator, 2 part-time staff for event, Mariachi Band, Posters and Flyers, Newspaper & Radio Ads, Market Produce for tastings, Table and Chair rentals	**Milestone 1**: Reserve space at Town Center Plaza for tasting and workshops **Milestone 2**: Coordinate participants to include restaurant competitors, producer participants, and local nonprofits Apple Seeds and Feed Fayetteville, Washington County Extension Services, and judges from the community. **Milestone 3**: design and distribute promotional materials	FFM Business Coordinator, FFM Vendor Coordinator, Washington County Extension Services, Apple Seeds (nonprofit), Feed Fayetteville (nonprofit), part-time Assistant Event Coordinator, two part time event workers, KUAF Radio (ad representative), NWA Media (newspaper representative)

				(banners, flyers, and posters) **Milestone 4:** Schedule ads Radio and Newspaper and reserve spot for Banner with City **Milestone 5:** Rent table and chairs **Milestone 6:** Hire a part-time assistant event coordinator, and two event part-time personnel **Milestone 7:** Send out press releases to all media for additional exposure of the event **Milestone 8:** create judging forms and voter slips **Milestone 9:** aggregate produce for restaurants **Milestone 10:** Set up event	
	National Farmers Market Week Promotion (Know Your Farmer, Know Your Food)	August 2015, August 2016 & August 2017	Newspaper and Radio Advertising, Food Truck Rental	**Milestone 1:** Contract advertisements NWA Newspaper and KUAF Radio to promote special event Know Your Farmer Know Your Food with producer giveaways **Milestone 2:** Create and order flyers (Vista Print)	FFM Business Coordinator, FFM Assistant Event Coordinator & FFM Vendor Coordinator, KUAF Radio, NWA Media (newspaper ads)

				Milestone 3: Coordinate Producer Gift Certificates for Promotions	
	Objective 2: Increase producer sales through education and training on merchandising, displays and social media exposure				
	Producer Workshop for merchandising, display and social media marketing training	March 2016	Guest Speaker, training materials, room rental	**Milestone 1:** Schedule Guest Speaker for Workshop **Milestone 2:** Schedule Room rental **Milestone 3:** Print materials for training binders.	FFM Business Coordinator, FFM Vendor Coordinator, Guest Speaker (TBD professor from U of A Walton School of Business)
	Objective 3: Increase customer purchases of seasonal produce through cooking demonstrations				
	Monthly Cooking Demonstrations	May – September 2016 & 2017 (monthly cooking Demos)	Food Truck Rental, Food Costs	**Milestone 1:** schedule dates and food truck rental **Milestone 2:** Coordinate Local Area Chefs for Cooking demos **Milestone 3:** Aggregate food	FFM Business Coordinator, FFM Vendor Coordinator, Washington County Extension Services, and local area chefs from restaurants supporting local foods.

SUBRECIPIENT GRANT REIMBURSEMENT FORM – (Attachment D)

Date of Reimbursement Request: _____

Organization: _____

Project Name: _____

Project Coordinator/Title: _____

Purchase Order Number: _____

Subrecipient Grant Amount (Total Award)	
Amount of Current Request	
Amount Requested to Date	
Grant Balance (Total Award minus Amount of Current Request **and** Amount Requested to Date)	

Description of Item(s) for which reimbursement is being requested:
(Please include all invoices and/or other supporting documentation when submitting your request)

Submitted by: _____ Date: _____
Rural Mountain Producers Exchange

Approved by: _____ Date: _____
Peter Nierengarten, City of Fayetteville

Attachment E

Farmers Market Promotion Program
FY 2015
General Award Terms and Conditions

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1.0 OVERVIEW OF AWARD TERMS AND CONDITIONS

Award terms and conditions are determined by statutory, regulatory, and agency requirements, as well as the administrative policies of the grant program. Terms and conditions dictate important requirements related to your grant, including payments, reporting frequency and content, and prior approval requests.

References to the terms and condition of your award are located on the AMS-33 Grant Award Face Sheet. All related documents including appendices and these terms and conditions are housed on the AMS website: http://www.ams.usda.gov/AMSv1.0/AMSGrants.

Grant recipients work in partnership with the Agricultural Marketing Service (AMS) to ensure proper stewardship of federal funds. This includes submitting timely and accurate payment requests, monitoring project activities for compliance with grant program requirements, and submitting all required reports on time.

1.1 Common Terms and Acronyms

AMS	Agricultural Marketing Service
Award Phase	Award phase includes: the Agency makes funding decisions and notifies recipients of the decisions.
CMIA	Cash Management Improvement Act
CDFA	Catalog of Federal Domestic Assistance
Close-Out Phase	Close-out phase includes: the submission, review, and approval of all final reports as required by specific grant program policies and federal regulations.
EFT	Electronic Fund Transfer
FAIN	Federal Award Identification Number; also known as the Grant Agreement Number
FOIA	Freedom of Information Act
GAGAS	Generally Accepted Government Auditing Standards
OMB	Office of Management and Budget
PII	Protected Personally Identifiable Information
Pre-Award Phase	Pre-Award phase includes: the announcement of funding opportunities and encompasses the preparation, submission, and review of proposals.
Post-Award Phase	Post-Award phase includes: establishing accounts in the financial payment system, monitoring for compliance with applicable laws, regulations, policies, and submitting required reports.
SAM.gov	System for Award Management (.gov)
USDA	United States Department of Agriculture

2.0 FINANCIAL MANAGEMENT

You and your non-federal subrecipients are required to meet the standards and requirements for financial management systems set forth or referenced in 2 CFR §200.302.

The adequacy of your financial management system is integral to your ability to account for grant expenditures and track grant resources. You must use Federal funds in a responsible manner and apply adequate internal controls and cash management practices consistent with the requirements outlined in 2 CFR §200.303.

You are required to complete the *Grant Program Recipient Accounting System & Financial Capability Questionnaire* and email it to your AMS representative by the requested date. The responses to this questionnaire are used to assist in the AMS evaluation of your accounting system to ensure the adequate, appropriate, and transparent use of Federal funds.

States must expend and account for funds under this award in accordance with their own State laws and procedures. Financial management systems and related records of the State's and any other entity involved in the grant must be sufficiently detailed to prepare reports, to trace funds, and to demonstrate that funds are managed in compliance with Federal statutes, regulations, and these general and other program-specific terms and conditions.

Your financial management system must provide:

1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. This identification must include, as applicable:

    a. The Catalog of Federal Domestic Assistance (CDFA) title and number,
    b. Grant Agreement Number/Federal award identification number (FAIN) and Federal fiscal year awarded,
    c. Name of the Federal agency, and
    d. Name of the pass-through entity, if any.

2) Accurate, current, and complete disclosure of the financial accounting of each Federal award or program.

3) Records that adequately identify the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest. Accounting records must be supported by source documentation such as canceled checks, paid bills, payrolls, time and attendance records, contracts, and subaward documents.

4) Effective control over, and accountability for, all funds, property, and other assets. You must adequately safeguard all assets and assure that they are used solely for authorized purposes.

5) Comparison of expenditures with budget amounts for each Federal award.

6) Written procedures to implement the requirements of 2 CFR §200.305 *Payment*, which minimize the time elapsing between the transfer of Federal funds to any non-federal entity and the disbursement of the funds for direct program costs and the proportionate share of any allowable indirect or facilities and administrative costs.

7) Written procedures for determining the allowability of costs in accordance with 2 CFR §200 Subpart E—Cost Principles and the terms and conditions of this award.

You must notify your AMS point of contact when financial management problems are discovered. Deficiencies in your financial management system, whether if you report them or if they are identified by AMS may result in the imposition of special award conditions, such as a high risk designation, or other requirements for increased monitoring.

3.0 SUBRECIPIENT MONITORING & MANAGEMENT

A subaward is an award provided by a pass-through entity to a subrecipient to carry out all or part of a grant project. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

You must enter into a formal written agreement with each subrecipient that addresses the arrangements for meeting the programmatic, administrative, financial, and reporting requirements of the grant, including those necessary to ensure compliance with all applicable Federal regulations and policies. Specifically, you are responsible for including the applicable requirements of the applicable AMS award terms and conditions in your subaward agreements as well as the provisions required under 2 CFR §200.331 REQUIREMENTS FOR PASS-THROUGH ENTITIES.

Please see Appendix A to 2 CFR §170 – Award Term for additional reporting requirements concerning subawards.

3.1 Accountability to the Federal Award

You are accountable to AMS for the performance of subawarded projects and the appropriate expenditure of Federal funds by all parties under this agreement. This includes maintaining the necessary documentation on all subawards and making it available to AMS upon request. You must include subaward activities in all performance and financial reports. In general, the requirements that apply to you as the recipient of the award also apply to your subrecipients.

If a subrecipient fails to comply with the terms and conditions of this award, you may impose special award conditions including one or more of the corrective actions outlined in 2 CFR §200.338 REMEDIES FOR NONCOMPLIANCE.

4.0 PAYMENTS

4.1 Types of Payments

4.1.1 Advances

An advance payment is a payment that AMS or a pass-through entity makes before funds are disbursed for program purposes.

Requests for advance payments must be limited to amounts needed to meet actual and immediate cash needs.

4.1.2 Reimbursements

Reimbursements are transfers of Federal funds to you after you pay out funds for approved project activities.

4.2 How to Request Payments

Email a scanned copy of the SF-270, a Request for Advance or Reimbursement to the appropriate AMS grant program representative as indicated in your award letter. Your authorized organizational representative must sign the SF-270.

Your final payment request must be received no later than 90 days after the end date of your grant agreement. The final payment request must cover expenses that were incurred within the grant period of performance.

For States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR §205 Rules and Procedures for Efficient Federal-State Funds Transfers and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. All other non-federal entities must meet the payment requirements in 2 CFR §200.305.

AMS will confirm receipt of the request for payment via email, review the request, and communicate with the recipient project coordinator (the individual indicated in block 14 of the AMS-33 Agreement Face Sheet) if there

are questions or concerns. The recipient project coordinator will revise the request for payment to address the questions and concerns.

Upon approval, AMS will make payments via Electronic Fund Transfer (EFT) to the bank account specified by you in the System for Award Management at www.sam.gov. If your banking information is incorrect or changes anytime during the grant period, please update your registration at www.sam.gov and notify AMS as soon as possible to ensure proper and timely deposit of funds.

4.2.1 Payment Source Documentation and Other Requirements

In addition to the SF-270, you must submit an *AMS Grant Programs Worksheet to Accompany the SF-270 Request for Advance/Reimbursement* worksheet. You can find an acceptable example of this worksheet at SF-270 Worksheet.

At any point during the grant period, AMS will determine, based on a combination of factors (initial financial capability statement, review of the SF-270 worksheet, timely submission of first and subsequent performance reports, and accuracy of SF-270 requests) whether the recipient will be required to submit original source documentation. You will be notified by AMS prior to implementing this decision. In any event, recipients must continue to collect and maintain their source documentation so it may be made available upon request by AMS at any time during the grant period. This documentation is vital to proper management of the grant, and is one element of the grant file that, in accordance with federal regulations, must be retained for 3 years after the grant is complete.

Source documentation includes but is not limited to receipts, canceled checks, paid bills, payrolls, time and attendance records, contracts, invoices, and subaward documents. If you have a receipt or other source document that pays for a portion of the total amount indicated on the document, you must modify it to appropriately specify the expenses and total amount charged to the grant program.

The *SF-270 Worksheet* must provide the following:

Overall Agreement Information

- Grant Agreement Number
- Recipient Organization
- Recipient Contact
- Time Period of the Request

Individual Expense Information

- Payee name
- Date of Expense
- Amount
- Assigned Budget category
- Any Notes to explain the expense
- If the original receipt is available

You will find more specific requirements for requests for advances and reimbursements below.

4.2.2 Requests for Advance Payment

To request an advance payment, submit an SF-270 and an *AMS Grant Programs Worksheet to Accompany the SF-270 Request for Advance/Reimbursement* worksheet. Requests for advance payment must meet the requirements

outlined in ***4.1.1 Advances***. You must retain the source documentation associated with your request for advance as soon as the product(s) has/have been delivered or services completed.

4.2.3 Requests for Reimbursement

If you submit a request for reimbursement, you must submit an SF-270 and an *AMS Grant Programs Worksheet to Accompany the SF-270 Request for Advance/Reimbursement* worksheet.

For PERSONNEL payment requests, retain documentation that meets the requirements provided in 2 CFR §200.403(i) STANDARDS OF DOCUMENTATION OF PERSONNEL EXPENSES.

For TRAVEL reimbursements, retain documentation that shows the location and dates of travel. Additional documentation should be retained, if applicable, for the number miles traveled (if requesting vehicle mileage reimbursement) and flight and hotel receipts. All travel expenses must follow the requirements listed under 2 CFR §200.474 Travel Costs.

4.3 Payments to Subrecipients

If you subaward or subcontract AMS grant funds, as the pass-through entity you must provide your subrecipients with written procedures for requesting funds from you, including dollar amount, method and schedule of payment, type of supporting documentation required, and procedures for review and approval of expenditures of grant funds.

You must minimize the time elapsing between the transfer of cash advances and the actual disbursement of funds by your subrecipients. If you or your subrecipients cannot meet these requirements, payments should be requested on a reimbursement basis.

4.4 Timely Drawdown and Use of Grant Funds

AMS may reduce your grant award funds without further cause if you do not drawdown funds in the first eight months of the grant period and at reasonable intervals thereafter. Schedule your payment requests so that all grant funds are obligated (encumbered) by the end date of the grant agreement and liquidated within 90 days after that date. If you have received funds and have not obligated them by the end date of the grant agreement, you must immediately refund to AMS any unobligated (unencumbered) balance of cash.

5.0 FINANCIAL REPORTING

You must submit a Federal Financial Report (SF-425) with your interim and final performance reports as directed in 11.0 Performance Reports. The SF-425 should reflect the cumulative financial activity, including both grant and, if required, matching funds through the grant period covered in the report. The *final* SF-425 should reflect cumulative financial activity for the entire grant period.

The authorized organization representative must sign the SF-425 and submit the form via email to the appropriate AMS grant program representative as indicated in your award letter. The original form should be retained in your program file.

When you submit a revised SF-425 that results in additional monetary claims, AMS will determine approval based on whether the revised costs are allowable and necessary, and if there are funds remaining. You must also explain what internal controls you are implementing that will preclude similar occurrences in the future.

6.0 INTEREST EARNED ON ADVANCES OF GRANT FUNDS

If you accrue interest on an advance of grant funds that amounts up to $500 per year, you may retain it for administrative expenses. You must remit any additional interest earned on Federal advance payments deposited in interest-bearing accounts annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Since the payment does not originate from PMS, you must include pertinent AMS information. The remittance must be submitted as outlined in the following examples:

ACH Returns Example:

Routing Number:	051036706
Account Number:	303000
Bank Name and Location:	Credit Gateway—ACH Receiver St. Paul, MN

Fedwire Returns Example: (Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

Routing Number:	021030004
Account Number:	75010501
Bank Name and Location:	Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

If you do not have the ability to remit funds electronically, please make your check payable to: ***The Department of Health and Human Services***.

Mail Check to Treasury approved lockbox:

HHS Program Support Center
P.O. Box 530231
Atlanta, GA 30353-0231

Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

Any additional information/instructions may be found on the PMS Website at http://www.dpm.psc.gov/.

7.0 PROGRAM INCOME

Program income is gross income earned during the grant period by you or your subrecipients resulting from activities supported by a federal award. Program income includes, but is not limited to, income from fees for services performed; the sale of commodities or items fabricated under an award (this includes items sold at cost if the cost of producing the item was funded in whole or partially with grant funds); registration fees for conferences, workshops, etc. Royalties or equivalent income earned from patents, inventions, trademarks, and copyrighted works is not subject to this section.

Any program income generated during the grant period must be used to further the objectives of the grant project.

All program income must be recorded on the Federal Financial Report (SF-425) for the period in which it was earned. You are not accountable for program income earned after the grant period.

7.1 Use of Program Income by Pass-Throughs/Subrecipients

If you award funds to subrecipients, you as the pass-through entity are responsible to determine how your subrecipients use program income. Uses of program income in accordance with 2 CFR §200.307(e) must be included in your program announcement or award terms and conditions. If you do not specify how your subrecipients must use program income, the program income is added to funds committed to the total project costs and should be used to further eligible project or program activities.

8.0 PROCUREMENTS

You and your subrecipients may acquire commercially available goods or services in connection with a grant project. In doing so, you must use your own documented procurement procedures which may reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards 2 CFR §200.318 GENERAL PROCUREMENT STANDARDS through § 200.326 CONTRACT PROVISIONS.

- ***State recipients*** must follow the same policies and procedures the State uses for procurements from non-Federal funds. The State will comply with 2 CFR §200.322 PROCUREMENT OF RECOVERED MATERIALS and ensure that every purchase order or other contract includes any applicable provisions described in Appendix II of 2 CFR §200.

- ***All other non-Federal recipients and subrecipients***, including subrecipients of a state must follow 2 CFR §200.318 GENERAL PROCUREMENT STANDARDS through §200.326 CONTRACT PROVISIONS.

- The requirements of the Federal award also apply to any subcontract. You are responsible to ensure that all of your contracts made under this AMS-Federal award contain the applicable provisions described in Appendix II of 2 CFR §200.

9.0 ALLOWABLE COSTS AND ACTIVITIES

9.1 Indirect Costs

Indirect costs may not exceed 10 percent of the direct costs. To calculate the allowed 10 percent, use the formula:

Projected Direct Costs ($) multiplied by Maximum Indirect Costs Allowed (%)
= Highest Possible Indirect Costs
Example: $90,909 * 10% = $9,091

Using this formula and based on this example, a recipient who has $90,909 in direct costs could have up to $9,091 in indirect costs, and a total of $100,000 as "Requested Federal Funds."

Direct charging of these costs may be appropriate where the following conditions are met:

1. Administrative or clerical services are integral to a project or activity;
2. Individuals involved can be specifically identified with the project or activity;
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and
4. The costs are not also recovered as indirect costs.

Indirect costs (also known as "facilities and administrative costs"—defined at 2 CFR §200.56) represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. Refer to 2 CFR §200.413 and 414 for additional information on determining if costs charged to the award are direct or indirect.

If an applicant has a negotiated indirect cost rate greater than 10 percent of total direct costs, the applicant must submit a copy of their approved *Indirect Cost Rate Proposal* to substantiate its request for the establishment of an indirect cost rate above 10 percent as described in appendices below.

If an applicant chooses to negotiate for a rate, the applicant must contact the cognizant agency for indirect costs. The cognizant agency is determined by calculating which Federal agency provides the most grant funding. For assignments of cognizant agencies see the following:

(a) For IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph C.11.
(b) For nonprofit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, paragraph C.12.
(c) For state and local governments: Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, paragraph F.1.
(d) For Indian tribes: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposal, paragraph D.1.

9.2 Allowable and Unallowable Costs and Activities

The following table summarizes allowable and unallowable costs in common categories of AMS project budgets. This section is not intended to be all-inclusive. Reference Subpart E-Cost Principles of 2 CFR part 200 for a complete explanation of the allowability of costs. If you have questions concerning the allowability of costs after reviewing this section, contact your AMS representative.

Item	Description
Buildings and Land - Construction	*Unallowable* for the acquisition of buildings, facilities, or land or to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of an existing building or facility (including site grading and improvement, and architecture fees). This also includes construction and construction-related materials, which may include, but are not limited to the purchase of building materials such as wood, nails, concrete, asphalt, roofing, gravel, sand, paint, insulation, drywall, or plumbing. *Allowable* for rental costs of land with prior approval (see 10.8 Specific Allowable Costs Prior Approvals). A *building* is any permanent structure designed or intended for support, enclosure, shelter or protection of people, animals or property having a permanent roof supported by columns or walls.
Conferences	*Unallowable* if the project solely consists of conference/workshop costs. A conference

Item	Description
	must be part of a larger project. The recipient should clearly indicate the purpose and target audience for any conference or workshop, and explain how the activity will be paid for. Also indicate if registration fees will be collected and if so, show the fees as program income on the project and budget narrative form. *Allowable* to rent a building or room for training, however, where appropriate, AMS encourages the use of technologies such as webinars, teleconferencing, or videoconferencing as an alternative to renting a building or a room. If renting a building or a room is necessary, the most cost-effective facilities such as State government conference rooms should be utilized. *Unallowable* for meal costs (breakfast, lunch and dinner) unless the recipient justifies that to do so would otherwise impose arduous conditions on the continuity of a meeting and its participants. Breakfasts for conference attendees are usually considered unallowable as it is expected that individuals will have sufficient time to dine on their own before the conference begins. *Allowable* for meals consumed while in official travel status. They are considered per diem expenses and should be reimbursed in accordance with the organization's established written travel policies.
Contingency Provisions	*Unallowable* for miscellaneous and similar rainy-day funds for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening.
Contributions or Donations	*Unallowable* for contributions or donations, including cash, property, and services, made by the recipient, regardless of the recipient (also referred to as "re-granting of funds"). This includes offering incentives such as coupons and discounted services. *Unallowable* to purchase food and service to donate to other entities and/or individuals.
Entertainment Costs	*Allowable* with prior approval for entertainment costs related to the project (see 10.8 Specific Allowable Costs Prior Approvals).
Equipment	*Unallowable* for acquisition costs of general purpose equipment. *Allowable* for rental costs of general purpose equipment. Vehicles may be leased, but not purchased. For vehicle and equipment leases or rentals with an acquisition cost that equals or exceeds $5,000, rates should be in light of such factors as: rental costs of comparable vehicles and equipment, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the vehicle or equipment leased. *Allowable* with prior approval (see 10.8 Specific Allowable Costs Prior Approvals) for acquisition costs and rental costs of special purpose equipment provided the following

Item	Description
	criterion is met: 1) Necessary for the research, scientific, or other technical activities of the grant award; 2) Not otherwise reasonably available and accessible; 3) The type of equipment is normally charged as a direct cost by the organization; 4) Acquired in accordance with organizational practices; 5) Must only be used to solely meet the legislative purpose of the grant program and objectives of the grant award which is to establish, expand, and promote direct producer to consumer marketing; 6) More than one single commercial organization, commercial product, or individual must benefit from the use of the equipment; 7) Must not use special purpose equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services; and 8) Equipment is subject to the full range of acquisition, use, management, and disposition requirements under 2 CFR §200.313 as applicable. *Equipment* is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. Recipients and subrecipients purchasing equipment are encouraged to use funds to purchase only American-made equipment or products. *Acquisition cost* means the cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. *General Purpose Equipment* means equipment that is not limited to technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. *Special Purpose Equipment* is equipment used only for research or technical activities. Examples include mobile markets/food trucks; etc.
Farm, Gardening, and Production Activities and Supplies	*Unallowable* for farm, gardening, and production activities, materials, supplies, and other related costs.

Item	Description
Fines, Penalties, Damages and Other Settlements	*Unallowable* for costs resulting from violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations.
Fund Raising and Investment Management Costs	*Unallowable* for organized fundraising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, regardless of the purpose for which the funds will be used. This includes salaries of personnel involved in activities to raise capital.
Food for Displays, Tastings, Cooking Demonstrations	*Allowable* for food for displays, tastings, and cooking demonstrations with prior approval if the project expected outcome is an increase in sales. The recipient must include quantitative metrics quantifying the increase in sales in their project narrative and report on the change in sales in Interim Performance Reports and the Final Performance Report.
Goods or Services for Personal Use	*Unallowable* for costs of goods or services for personal use of employees regardless of whether the cost is reported as taxable income to the employees.
Insurance and Indemnification	*Allowable* as indirect costs for insurance and indemnification.
Memberships, Subscriptions, and Professional Activity Costs	*Unallowable* for costs of membership in any civic or community organization. *Allowable* for costs of membership in business, technical, and professional organizations.
Organization Costs	*Allowable* with prior approval for organization costs per 2 CFR §200.455 (see 10.8 Specific Allowable Costs Prior Approvals). *Unallowable* for costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
Participant Support Costs	*Allowable* with prior approval, for participant support costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects (see 10.8 Specific Allowable Costs Prior Approvals).
Pre-Award Costs	*Allowable*, if such costs are necessary to conduct the project or program, and would be allowable under the grant, if awarded. A recipient may incur pre-award costs 90 calendar days before FMPP makes the award without prior approval from FMPP. Expenses more than 90 calendar days pre-award require FMPP prior approval (see 10.6 Pre-Award Costs). All costs incurred before FMPP makes the award are at the recipient's risk. The incurrence of pre-award costs in

Item	Description
	anticipation of an award imposes no obligation on FMPP to award funds for such costs.
Rearrangement and Reconversion Costs	*Allowable* as indirect costs incurred for ordinary and normal rearrangement and alteration of facilities. *Allowable* as direct costs with prior approval for special arrangements and alterations costs incurred specifically for the award (see 10.8 Specific Allowable Costs Prior Approvals).
Selling and Marketing Costs	*Allowable* with prior approval (see 10.8 Specific Allowable Costs Prior Approvals). These include, but are not limited to: ▪ Advertising media costs to promote a producer-to-consumer direct marketing effort. *Advertising media* is newspaper; radio; television; direct mail; bus, signs, or other advertisement wraps; and other electronic and computer transmittals. ▪ Promotional items such as point-of-sale materials, promotional kits, billboard space, signs or streamers, automobile stickers, table tents, and place mats, or promotional items of a personal nature. ▪ Public relations activities utilizing advertising media to promote a direct producer-to-consumer marketing to the public or a specific and FMPP approved audience. ▪ Purchase of food for displays, tastings, or cooking demonstrations. *Unallowable* for the purchase of food-related incentives, including any types of bonuses, coupons, and vouchers.
Travel Costs	*Unallowable* for travel costs of government officials per 2 CFR §200.444, including travel costs for AMS employees. *Unallowable* for international travel.

10.0 CHANGES REQUIRING PRIOR WRITTEN APPROVAL

AMS anticipates that as you progress through your project, you may require modifications to accomplish the project objectives. You have some degree of latitude to re-budget within and between budget categories to meet unanticipated needs, and to make other types of post-award changes. However, in some cases, you are required to request prior written approval from AMS in advance of a change or obligation of funds. If applicable, you must include procedures for your subrecipients to follow when submitting a request to you for a change that requires prior written approval. Requests for prior written approval must be submitted via email to your AMS representative.

Every request for a prior written approval must include the following information:

1. Grant agreement number;
2. Project title;
3. Name of the recipient organization;
4. Project contact; and

5. Email from the recipient project coordinator.

There may be some instances in which multiple prior approvals occur at one time. For example, a change in scope or objective may prompt a change in the budget or specific costs that require prior approval. If this occurs, it is acceptable to combine several prior approval requests into one request. The requests must contain the required information listed in the applicable sections below.

AMS will confirm receipt of the request, review the request, and communicate with the recipient project coordinator if there are questions or concerns. The recipient project coordinator will have the opportunity to revise the prior approval request to address the questions and concerns. Once approved, AMS will email the recipient project coordinator with the approval.

If you have a question concerning prior written approval, contact the appropriate AMS grant program representative identified in your award letter.

10.1 Change in Recipient Project Coordinator

You must request prior written approval if there is a change in the recipient project coordinator listed in the approved project. The request must contain:

1. The name of the recipient project coordinator being replaced and the new recipient project coordinator, name and contact information;
2. The qualifications of the new recipient project coordinator;
3. The capacity in which the new recipient project coordinator will serve;
4. Written notification from the new recipient project coordinator signifying his/her willingness to serve on the project; and
5. The effective date.

10.2 Change in Recipient Project Coordinator – Time Devoted to the Project

You must request prior written approval if the recipient project coordinator listed in the approved grant agreement disengages from the project for a period of more than 3 months; reduces the time devoted to managing the project by 25 percent (25%) or more; or severs his/her connection to the activities of the grant agreement. The request must include:

1. The name of the recipient project coordinator being replaced and the new recipient project coordinator name and contact information;
2. The qualifications of the new recipient project coordinator;
3. The capacity in which the new recipient project coordinator will serve;
4. Written notification from the new recipient project coordinator signifying his/her willingness to serve on the project; and
5. If applicable, any change in the project narrative, budget and/or timeline due to the change; and
6. The effective dates.

10.3 Change in Scope or Objectives

You must request prior written approval when it is necessary to modify the Project Background or Expected Outcomes and Intended Beneficiaries of the approved project, even if there is no associated budget revision that

would require prior written approval. You must use the Grant Narrative Form for presenting this information with changes highlighted. The request must include:

1. A description of the change in the scope or objectives including what activities the new work replaces;
2. A revised narrative for the relevant portions of the approved project that may include if applicable changes to expected measureable outcomes and/or changes to the work plan, resources and/or timelines.
3. If applicable, a revised budget using the Project Budget Request Form;
4. If applicable, Letters of Commitment from partners, cooperators and contractors
5. The proposed dates of implementation (MM/YYYY – MM/YYYY).

10.4 One-Time Extension

If the project cannot be completed within the time frame established in the grant agreement, you may request prior written approval to extend the ending date of the grant agreement (no-cost extension of time). The request must be submitted no later than 10 days prior to the ending date of the grant agreement. The request must include the following:

1. The length of additional time requested, and the new ending date requested;
2. A justification for the extension;
3. A summary of progress to date in terms of the project timeline and objectives. The summary may reference the most recent Performance Report and indicate how circumstances have changed since then;
4. An estimate of the amount of remaining funds, and if applicable, the amount of matching resources yet to be expended, and a description of how they will be used in the remaining time; and
5. A new timetable for completing the project.

The fact that funds are expected to remain unutilized or unobligated at the end of the award is not in itself sufficient justification to receive a no-cost extension of time. Decisions will be made on a case-by-case basis by AMS based on the written justification provided.

10.5 Budget Change

You must request prior written approval for a budget change when the cumulative amount of a transfer among separately budgeted cost categories or line items within a cost category equals or exceeds 20 percent (20%) of the total budget for the project. You must use the Project Budget Request Form for presenting the budget information with changes noted.

The request for a budget change must include:

1. A justification for the change; and
2. A description of the requested change that includes:
    a. The proposed budget changes,
    b. Last approved budget, and
    c. An updated budget of the affected cost categories.

Note that if the cumulative amount of the allowable budget change is less than 20 percent (20%), prior written approval is not required.

10.6 Pre-Award Costs

Pre-award costs are costs incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, and only with prior written approval from AMS.

A recipient may incur pre-award costs 90 calendar days before AMS makes the award without prior written approval. Expenses incurred more than 90 calendar days pre-award require written prior approval from AMS. Allowable expenses contained in the original approved budget, (not in addition to it) are eligible for prior written approval.

The request for prior written approval for allowable pre-award costs must include the following information:

1. A brief description of the pre-award activities completed; and
2. An updated budget, using the Project Budget Request Form, clearly indicating the associated dollar amount of award funds.

Note that AMS is under no obligation to reimburse such costs if for any reason the applicant does not receive an award or if the award is less than anticipated and inadequate to cover such costs. Similarly, the incurrence of pre-award costs in anticipation of an award imposes no obligation on AMS to award funds for such costs or to reimburse applicants for such expenses in the event their project is not selected for funding. If an applicant has incurred expenses during the pre-award period that are not covered in the approved budget, AMS does not have any obligation to reimburse applicants/recipients for such expenses.

10.7 Contracting Out or Otherwise Obtaining the Services of a Third Party to Perform Activities that are Central to the Purposes of the Award

You must request prior written approval for a change that involves subawarding, transferring or contracting out of any work under a Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services. The following information must be included in the request:

1. A brief description of the change;
2. A brief explanation as to why the change is being requested;
3. If a budget change is required:
    a. A description of the proposed budget change,
    b. The last approved budget, and
    c. An updated budget of the affected cost categories using the Project Budget Request Form; and
4. If the third party was not identified in the original application, a description of the third party's qualifications, how their work will fulfill the project goals, and an itemized budget showing cost categories with appropriate justification.

10.8 Specific Allowable Costs Prior Approvals

You must request prior written approval for the following allowable costs that were not included in the approved project and/or the latest budget. See section 9.0 Allowable Costs and Activities for more information on these costs.

- Entertainment
- Rental of Land
- Special Purpose Equipment
- Organization Costs
- Rearrangement and Reconversion Costs
- Selling and Marketing Costs
- Participant Support Costs

The request must include the following:

1. A description of and justification for the cost including how it furthers the objectives of the project; and
2. If applicable, a comparison between the most recent budget and the proposed budget as well as an updated Project Budget Request Form showing the affected cost categories.

10.9 Changes to the AMS-33 that Require Prior Written Approval and a Formal Amendment

You must request prior written approval if the information contained in Box 12 - Recipient on the fully-executed AMS-33 Agreement Face Sheet changes. The change may occur either due to:

(a) a change in the recipient organization in the event a completely new organization assumes responsibility for the project; or
(b) A change in the name of the recipient organization in the event the original recipient organization changes only their name.

Contact the appropriate AMS grant program representative identified in your award letter for guidance about the requirements for reporting the change.

11.0 PERFORMANCE REPORTS

AMS requires both interim and final performance reports to illustrate the progress made toward the completion of each objective within the grant agreement. These reports are an important vehicle for sharing award findings and success with the public. Performance Reports should correspond with the activities and outcomes outlined in the proposal, and should be formatted and submitted using the approved templates or guidance provided by the grant program.

If due to extenuating circumstances, a project must be extended beyond the performance period stated on the AMS-33, recipients should see section 10.4 One-Time Extension. Additional performance reports may be necessary depending on the length of the time extension.

If performance reports are prepared by a third party and/or subrecipient, it is your responsibility to review and approve the report before forwarding it to AMS.

11.1 Interim Performance Reports

Interim Performance Reports track the progress of an award throughout the performance period.

The six-month performance report and interim SF-425 are due within 30 days after each six-month performance period. Your interim performance report due date schedule is:

Interim Report	Period of Performance	Report Due Date
1st Interim	9/30/2015 to 3/31/2016	4/30/2016
2nd Interim	4/1/2016 to 9/29/2016	10/29/2016
3rd Interim	9/30/2016 to 3/31/2017	4/30/2017

Refer to the Interim Report form/format for report content.

The interim performance report should be emailed to the appropriate AMS grant program representative as indicated in your award letter. AMS will confirm receipt of the interim performance report, review it, and communicate questions or concerns. The recipient project coordinator may revise the report to address the questions and concerns. Accepted Interim Reports will become part of the official grant file.

If you complete your grant project early, you may submit a Final Performance Report in lieu of an Interim Performance Report. See 11.2 Final Performance Reports.

11.2 Final Performance Reports

Final Performance Reports are required no later than 90 days after the performance period expiration date. Your final performance report is due by **December 29, 2017** unless AMS grants an extension. Information from your Final Performance Report will be posted on the AMS website.

The form/format to be used and the information to be included in the performance report are specified in the form at www.ams.usda.gov/FMPPForms.

The final performance report should be emailed to the appropriate AMS grant representative as indicated in your award letter. AMS will confirm receipt of the final performance report, review it, and communicate with the recipient project coordinator regarding questions or concerns. The recipient project coordinator may revise the report to address the questions and concerns.

11.3 Review of Performance Reports

AMS will review performance reports to ensure completeness and that there is substantial progress toward meeting the project goals and measurable outcomes. AMS will notify the recipient project coordinator if additional information is required. The recipient project coordinator is responsible for adequately addressing all AMS comments and questions prior to sending the revised performance report. If you are a pass through entity, ensure that subrecipients are aware that after AMS reviews their performance report, additional information may be required.

11.4 Public Access to Performance Reports and Information on Report Content

Accomplishments, procedures, and other benefits resulting from the Federally-funded project may be made available publicly through online posting, as well as through Freedom of Information Act (FOIA) requests. The AMS website is the primary means to distribute final results of each Federally-funded grant project, although additional proposal/project information, within the regulations, will be released under the FOIA.

Since the information will be made public, particularly the information contained in the Final Performance Reports, AMS encourages you to eliminate as many grammatical and spelling errors as possible in your submitted forms and materials. AMS will not edit the reports beyond checking to ensure that the content is complete, including inclusion of activities and outcomes associated with each project. Should AMS find that the report is incomplete,

you will have the opportunity to revise the report and to address questions and concerns prior to the information being made available through the AMS website.

11.5 Disparaging Language and Protected Personally Identifiable Information (PII)

Grant recipients are prohibited from using federal funds to conduct any activity that is false, misleading, or disparaging to agricultural commodities, nor are you allowed to disparage the mission, goals, and/or actions of another organization or individual in performance reports or through other means.

The term "PII," as defined in OMB Memorandum M-07-16 refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual.

Reports submitted to AMS must avoid use of Protected PII, including use of an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc. Personal contact information included in the Final Report should be limited to the recipient project coordinator name, e-mail address, as well as organization name, physical address, and telephone number.

11.6 Overdue Reports

As stated in 2 CFR §200.328, events may occur between the scheduled performance reporting dates that have significant impact upon the project. In such cases, you must inform AMS or the pass-through entity as soon as you are aware of problems, delays, or adverse conditions, preferably no less than 14 calendar days from the due date. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. If AMS detects a recurring issue of late report submissions, enforcement actions as described in section 17.0 Remedies for Noncompliance may be taken.

12.0 ACKNOWLEDGEMENT OF SUPPORT

You and/or your subrecipients are not required to acknowledge USDA, AMS support through oral or written presentation; however, if you or your subrecipient chooses to add an acknowledgement of support, it must read as follows:

> This publication [or project] was supported by the U.S. Department of Agriculture's (USDA) Agricultural Marketing Service through grant [Insert Agreement Number]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.

Note that USDA symbols and logos are only intended for the official use of the USDA. They are expressly excluded from use to imply endorsement of a commercial product or service. The symbol or logo may not be used by anyone outside of USDA without permission.

13.0 PROPERTY MANAGEMENT

A title to special purpose equipment and supplies acquired by you or your subrecipient will vest, upon acquisition, in you or your subrecipient, respectively. You and your non-federal subrecipients must provide the equivalent insurance coverage for equipment acquired with Federal funds.

State recipients and subrecipients will use, manage, and dispose of special purpose equipment acquired under a grant in accordance with State laws and procedures and supplies in accordance with 2 CFR §200.314 (b).

You (if a non-state recipient) and your non-state subrecipients are subject to the full range of acquisition, use, management, and disposition requirements of 2 CFR §§200.313 (c) through (e) and 200.314 (b). You and your subrecipients must meet the following property management standards for equipment acquired in whole or in part under a grant:

- Use the equipment for the authorized purposes of the project until funding for the project ceases, or until no longer needed for the purposes of the project
- Must not encumber the equipment without prior AMS approval
- When the equipment is no longer needed for the original program or project, the equipment may be used in other activities supported by a Federal agency, in the following order of priority: (i) activities under another AMS Federal award; then (ii) activities under Federal awards from other Federal awarding agencies. SF-428-C may be used at any time during the grant award, except at close out, to request disposition instructions
- Must make the equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired
- Must not use equipment or supplies acquired with grant funds to provide services for a fee that is less than private companies charge for equivalent services and use fees in accordance with program income requirements
- May use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of replacement equipment
- Maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property
- Take a physical inventory of the equipment, at least once every two years, and reconcile the results with the property records
- Develop control procedures and safeguards to prevent loss, damage, and theft
- Develop adequate maintenance procedures to keep the equipment in good condition
- Establish proper sales procedures when the subrecipient is authorized to sell the equipment to ensure highest rate of return

You and your subrecipients must obtain prior written approval from AMS to acquire special purpose equipment (see 10.8 Specific Allowable Cost Prior Approvals.)

13.1 Final Disposition of Equipment and Supplies upon Close-out

If the special purpose equipment has a per-unit fair market value of less than $5,000, and the equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, you or your subrecipient may retain, sell, or dispose of equipment with no further obligation to AMS.

If the special purpose equipment or supplies have a per-unit fair market value of $5,000 or more, and the equipment or supplies are no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, you or your subrecipient may retain the equipment and supplies or they may be sold. In this case, you as the recipient or as the pass-through entity must complete a Tangible Personal Property Final Report (SF-428-B) and email it to the appropriate AMS grant program representative as indicated in your award letter as a written disposition request/report.

AMS will review the request and provide you with disposition instructions for the special purpose equipment and/or supplies. The disposition instructions will notify you that AMS is entitled to an amount calculated as follows:

$$AMS\ Amount\ = Current\ Market\ Value\ or\ Proceeds\ From\ Sale\ of\ Equipment\ or\ Supplies \times Percentage\ of\ AMS\ Participation\ in\ the\ Cost\ of\ the\ Original\ Purchase$$

If the equipment and/or supplies are sold, you or your subrecipient are permitted to deduct and retain from the Federal share $500 or 10 percent of the proceeds, whichever is less, for its sale and handling expenses. You are responsible for ensuring that your subrecipient disposes the equipment and/or supplies in accordance with AMS disposition instructions.

14.0 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

Several federal statutes and regulations apply to grant applications considered for review and to project grants awarded under this program. These include, but are not limited to the ones listed below.

Federal statutes and regulations found on the SF-424B "Assurances –Non-Construction Programs" (this form was submitted through Grants.gov with your application package)

2 CFR §25 – *System for Award Management and Universal Identifier Requirements.* See Appendix A to §25 – Award Term for Central Contractor Registration and Universal Identifier Requirements.

You must notify your potential subrecipients, with the exception of individuals, that they may not receive a subaward unless the entity has provided its DUNS number. You must not make a subaward to an entity unless the entity has provided its DUNS number.

2 CFR §170 – *Reporting Subaward and Executive Compensation Information*. See Appendix A to §170 – Award Term for Reporting Subawards and Executive Compensation requirements.

2 CFR §175 – *Award Term for Trafficking in Persons*, which is the implementation of the *Trafficking Victims Protection Act of 2000*, as amended (22 U.S.C. 7104(g))

2 CFR §180 and §417 – *OMB Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement)* and *USDA Nonprocurement Debarment and Suspension*

2 CFR §200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

2 CFR §400 – *USDA implementation of 2 CFR §200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

2 CFR §415 – *USDA General Program Administrative Regulations*

2 CFR §416 – *USDA General Program Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

2 CFR §418 – *USDA implementation of Restrictions on Lobbying* - Imposes prohibitions and requirements for disclosure and certification related to lobbying on recipients of federal contracts, grants, cooperative agreements, and loans.

2 CFR §421 – *USDA Implementation of Government-wide Requirements for Drug-Free Workplace (Financial Assistance)*

7 CFR §1, subpart A – USDA implementation of the *Freedom of Information Act*

7 CFR §1b – USDA procedures to implement the *National Environmental Policy Act of 1969*, as amended

7 CFR §3 – USDA implementation of *OMB Circular No. A-129* regarding debt collection

7 CFR §15, subpart A – USDA implementation of Title VI of the *Civil Rights Act of 1964*, as amended

7 CFR §331 and 9 CFR §121—USDA implementation of the *Agricultural Bioterrorism Protection Act of 2002*

35 U.S.C. 200 et seq.—Bayh Dole Act, controlling allocation of rights to inventions made by employees of small business firms and domestic nonprofit organizations, including universities, in federally-assisted programs (implementing regulations are contained in 37 CFR §401).

41 CFR §§301-10.131 to 301-10.143 – *Use of United States Flag Air Carriers*, which implements the *Fly America Act* (49 U.S.C. 40118). For more information see http://www.gsa.gov/portal/content/103191.

48 CFR §25 – *Foreign Acquisition*, which implements the *Buy American Act* (41 U.S.C. Ch. 83)

48 CFR subpart 31.2 – *Contracts with Commercial Organizations*

44 U.S.C. 3541 et seq. (Pub. L. 107-347) – *Federal Information System Security Management Act of 2002* (FISMA)

An Act designed to improve computer and network security within the Federal Government. Applies to recipients if it will collect, store, process, transmit, or use information on behalf of AMS.

Motor Vehicle Safety – *Highway Safety Act of 1966*, as amended (23 U.S.C. 402 & 403); *Government Organization and Employees Act,* as amended (5 U.S.C. 7902 (c)); *Occupational Safety and Health Act of 1970*, as amended (29 U.S.C. 668); *Federal Property and Administrative Services Act of 1949*, as amended (40 U.S.C. 101, et seq.); *Increasing Seat Belt Use in the United States* (EO 13043); *Federal Leadership on Reducing Text Messaging While Driving* (EO 13513)

Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies

15.0 CLOSE-OUT

You and AMS will close-out the Federal award when all applicable administrative actions and required work are completed, as provided in 2 CFR §200.343. When an award is closed out, terminated or partially terminated, you *and your subrecipients* are responsible for compliance with the requirements in 2 CFR §200.344 Post-Close Out Adjustments and Continuing Responsibilities.

You must submit, no later than 90 calendar days after the grant ending date, all financial, performance, and other reports as required by these award terms and conditions.

15.1 Close-out Checklist

The following documents must be submitted to and approved by AMS to successfully close-out a grant:

1) Final Performance Report (see Section 11.2) and any project deliverables (e.g., photos, brochures, other print materials from the project). Project deliverables must be submitted electronically. If, for example the deliverable is an object that cannot easily be shared electronically (e.g., non-electronic promotional items), the recipient should take a picture of the object and send it to grant staff as part of the report.
2) *Final* Federal Financial Report (SF-425) (see Section 5.0)
3) Request for *Final* Advance Payment or Reimbursement (SF-270) (see Section 4.2 and subsections)
4) If applicable, a refund check, made out to the *Agricultural Marketing Service*, for any unused funds (see Section 15.2).
5) Tangible property report (SF-428 B) (if applicable) (see Section 13.1)

Requirements for Reapplication

Future eligibility for AMS competitive grants requires that you submit all of the required close-out documents for your current grant award, including AMS receipt and approval of all required documentation and reports. Additionally, you must be in good standing with AMS, which includes meeting reporting deadlines and reliably communicating with grant program staff as necessary.

Upon receiving and accepting all close-out documents, AMS will issue a close-out letter. Failure to submit acceptable close-out materials for an existing grant within 90 days following the grant ending date may result in exclusion from future AMS grant consideration.

15.2 Unused and Returned Funds

Before submitting an SF-425 for a grant that has been completed or terminated, you must liquidate all obligations no later than 90 days after the grant ending date. If you have a balance of funds that AMS disbursed to you previously that you did not obligate by the grant ending date, you must return these funds to AMS. AMS's request to return an unobligated balance following expiration or termination of a grant is not considered an adverse action and is not subject to appeal.

Return the funds payable by check to the "Agricultural Marketing Service." Because packages sent to AMS through the United States Postal Service may be damaged or delayed due to security procedures at USDA Washington, D.C. headquarters, the use of express mail or courier services is required.

Send payments by Express mail or courier submission to:

Farmers Market Promotion Program
Attn: FMPP Program Manager
USDA, Agricultural Marketing Service
1400 Independence Avenue, SW
Room 4543– South Building
Stop 0264
Washington, DC 20250-0264

AMS will notify you when the check is received.

15.3 Record Retention

In accordance with Federal regulations, you must retain all records relating to the grant for a period of 3 years after the final Federal Financial Report (SF-425) is received by AMS or until final resolution of any audit finding or litigation. See 2 CFR §200.333 for exceptions and qualifications to the 3-year retention requirement and the retention period for other types of grant-related records, including property records.

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, you and your subrecipients should, whenever practicable, collect, transmit, and store Federal award-related information in electronic formats rather than on paper. However, you must always provide or accept paper versions of award-related information to and from any subrecipients upon request.

16.0 ACCESS TO RECORDS

AMS, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, shall have the right of access to any pertinent documents, papers, or other records of recipients and subrecipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's and subrecipient's personnel for the purpose of interview and discussion related to such documents.

17.0 REMEDIES FOR NONCOMPLIANCE

AMS may take one or more of the following remedies for your failure to comply with the award terms and conditions, including reporting requirements, depending on the severity and duration of the non-compliance, according to applicable statutes, regulations, and policies. You may have an opportunity to correct the deficiencies before AMS takes enforcement action; however, AMS may take proactive steps to protect the Federal government's interests, including placing special conditions on awards in accordance with 2 CFR §200.338 such as requiring more frequent reporting or requiring the recipient to obtain technical or management assistance.

Disallow Costs

AMS may disallow (deny use of funds) for all or part of the cost of the activity or action not in compliance. You may appeal this decision by submitting a written request to AMS per section 18.0 Appeals of this document.

Withdrawal of Authorized Personnel Approval

AMS may withdraw its approval of the recipient project coordinator and/or other project representatives if the Agency concludes that they are no longer qualified or competent to perform. If this occurs, AMS may request that you designate a new recipient project coordinator or other key personnel. The decision to impose special conditions by withdrawing approval of the recipient project coordinator or other key personnel, or otherwise is discretionary on the part of AMS and not subject to appeal.

Withholding of Payments

AMS may temporarily withhold cash payments pending correction of the deficiency by the recipient, in accordance with 2 CFR §200.205. This decision is discretionary on the part of AMS and not subject to appeal.

Withholding of Support

AMS may decide not to make an award within the current award cycle if a recipient failed to meet the terms and conditions of a previous award or if continued funding would not be in the best interests of the Federal

government. If an award is withheld (denied) because a recipient failed to comply with the terms and conditions of a previous award, the recipient may appeal that determination by submitting a written request to AMS per section 18.0 Appeals of this document.

Suspension or Termination

AMS generally will suspend (rather than immediately terminate) a grant and allow the recipient an opportunity to take appropriate corrective action before terminating a project. AMS may terminate the grant if the recipient does not take appropriate corrective action during the period of suspension. AMS may terminate the grant —without first suspending—if the deficiency is so serious as to warrant immediate termination or if public health or welfare concerns require immediate action. AMS will provide the recipient a notice of termination that will include the reason(s) for the termination and if the decision will be considered in evaluating future applications. You may appeal the termination for cause decision as described in section 18.0 Appeals of this document.

AMS or the recipient may mutually terminate a grant award, partially or totally, if the two parties agree upon the termination conditions, including the effective date and the portion to be terminated. If the recipient decides to terminate a portion of a grant award, AMS may determine that the remaining portion of the grant award will not accomplish the purposes for which the grant award was originally awarded. Contact the AMS grant program manager indicated in box 13 of the AMS-33 should you decide to terminate all or part of your award.

When an award is terminated or partially terminated, the recipient is responsible for compliance with section 15.0 Close-Out requirements.

Other options available to AMS include suspension or debarment under 2 CFR §180.

17.1 Special Conditions for High-Risk Recipients

This evaluation may incorporate results of the evaluation of the recipient's eligibility or the quality of its application. If AMS determines that a Federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Federal award. Criteria to be evaluated must be described in the announcement of funding opportunity described in 2 CFR §200.203 Notices of funding opportunities.

AMS may impose additional award conditions per 2 CFR §200.205(b) on the recipient that correspond to the degree of risk assessed under the following circumstances:

1. Based on a review of risk set forth in the criteria in 2 CFR §200.205; or
2. When a recipient has a history of failure to comply with the terms and conditions of the award; or
3. Failure to meet expected performance goals as described in 2 CFR §200.210; or
4. Is not otherwise responsible.

These specific award conditions are specified in 2 CFR §200.207. Note that AMS will promptly remove any special conditions once the conditions that prompted them have been corrected.

18.0 APPEALS

The first step to appeal a decision to remedy non-compliance as described in 17.0 Remedies for Noncompliance is to submit a written request for review to the AMS grant program manager, as indicated in Box 13 of the AMS-33, unless directed otherwise. The appeal letter must explain the decision or action you are appealing, describe what happened, and provide any documents that support your appeal. AMS will review the notification and respond within 30 calendar days.

AMS encourages all recipients to try to resolve disputes by using alternative dispute resolution (ADR) techniques. ADR often is effective in reducing the cost, delay, and contentiousness involved in appeals and other traditional ways of handling disputes. ADR techniques include mediation, neutral evaluation, and other consensual methods.

19.0 LIMIT OF FEDERAL LIABILITY

The maximum obligation of the AMS to the recipient is the amount indicated in the award as obligated by AMS. Nothing in these award terms and conditions or in the other requirements of this award requires AMS to make any additional award of funds or limits its discretion with respect to the amount of funding provided for the same or any other purpose. However, in the event that an erroneous amount is stated in the award, the approved budget, or any supporting documentation relating to the award, AMS must have unilateral right to make the correction and to make an appropriate adjustment in the AMS share of the award to align with the Federal amount authorized.

20.0 FRAUD, WASTE, AND ABUSE

Anyone who becomes aware of the existence (or apparent existence) of fraud, waste, or abuse related to AMS grants or use of grant funds should report this information to USDA. The USDA Office of the Inspector General (OIG) provides several means, including toll-free numbers, for this purpose. You may reach the OIG hotline by:

Office of the Inspector General, United States Department of Agriculture,
Attn: HOTLINE
PO Box 23399
Washington, DC 20026-3399

Telephone: 1-800-424-9121 (toll free) or 202-690-1202 (TDD);
Fax: 202-690-2474
E-mail: usda.hotline@oig.usda.gov
Internet: http://www.usda.gov/oig/hotline.htm

Fraud, waste, and abuse includes, but is not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements and misrepresentation, whether by organizations or individuals. Examples are theft of grant funds for personal use; using funds for non-grant-related purposes; theft of Federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the recipient; submitting false financial reports; and submitting false financial data in bids submitted to the recipient (for eventual payment under the grant). Callers are not required to give their names and, if they do, OIG keeps their identities t confidential.

The Federal government may pursue administrative, civil, or criminal action under a variety of statutes that relate to fraud and false statements or claims. Even if the Federal government does not award a grant, the applicant may be subject to penalties if the information contained in or submitted as part of an application, including its certifications and assurances, is found to be false, fictitious, or fraudulent.

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 #: **26147**

Vendor Name: **Rural Mountain Producers Exchange (otherwise known as the Fayetteville Farmers' Market)**

Mail ☐ YES ☐ NO

Legistar#: 2015-0470

Address: **101 W. Mountain St.**

FOB Point:

Taxable ☐ YES ☐ NO

Expected Delivery Date:

City: **Fayetteville**

State: **AR**

Zip Code: **72701**

Ship to code:

Quotes Attached ☐ YES ☐ NO

Requester: Peter Nierengarten

Requester's Employee #: **3682**

Extension: **8272**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	**USDA Farmers' Market Promotions Grant - Personnel**	**1**	**LS**	**7,082.00**	**$7,082.00**	**2230.8003.5315.00**	**31504/1501**		
2	**USDA Farmers' Market Promotions Grant - Contractual**	**1**	**LS**	**42,060.00**	**$42,060.00**	**2230.8003.5315.00**	**31504/1502**		
3	**USDA Farmers' Market Promotions Grant - Supplies**	**1**	**LS**	**4,100.00**	**$4,100.00**	**2230.8003.5315.00**	**31504/1503**		
4	**USDA Farmers' Market Promotions Grant - Other**	**1**	**LS**	**5,614.00**	**$5,614.00**	**2230.8003.5315.00**	**31504/1504**		
5					**$0.00**				
6					**$0.00**				
7					**$0.00**				
8					**$0.00**				
9					**$0.00**				
10					**$0.00**				
*	Shipping/Handling		Lot		**$0.00**				

Special Instructions:

Subtotal:	**$58,856.00**
Tax:	**$0.00**
Total:	**$58,856.00**

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	Division:	Sustainability & Resilience	Adjustment Number
2015	Dept.:	Chief of Staff	
	Requestor:	Peter Nierengarten	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

The City of Fayetteville has recieved a $58,856 Grant from the USDA FMPP to expand and promote direct producer-to-consumer marketing for the Fayetteville Farmers' Market. Fayetteville Farmers' Market staff will provide primary grant management and oversight. City staff in the Accounting Division and Sustainability & Resilience Department will assist with grant reimbursement and overall management. This grant requires no City match.

COUNCIL DATE: 10/20/2015

LEGISTAR FILE ID#: **2015-0470**

Barbara Fell
10/2/2015 2:57 PM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20150925

Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub# Project	Project.Sub# Sub	AT	Account Name
TOTAL	58,856	58,856				
2230.0923.4309.01	-	7,082	31504	1501	RE	**Federal Grants - Operational
2230.0923.4309.01	-	42,060	31504	1502	RE	**Federal Grants - Operational
2230.0923.4309.01	-	4,100	31504	1503	RE	**Federal Grants - Operational
2230.0923.4309.01	-	5,614	31504	1504	RE	**Federal Grants - Operational
2230.8003.5315.00	7,082	-	31504	1501	EX	**Contract Services
2230.8003.5315.00	42,060	-	31504	1502	EX	**Contract Services
2230.8003.5315.00	4,100	-	31504	1503	EX	**Contract Services
2230.8003.5315.00	5,614	-	31504	1504	EX	**Contract Services

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0466

Agenda Date: 10/20/2015 **Version:** 1 **Status:** First Reading

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: B. 1

FAYETTEVILLE FIRE PENSION AND RELIEF FUND PROPOSAL TO CONSOLIDATE WITH LOPFI:

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE FIRE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI AND APPROVING AN EMERGENCY CLAUSE

WHEREAS, the Board of Trustees of the Fayetteville Fire Pension and Relief Fund has elected to have its Pension Fund administered by LOPFI as stated by Resolution dated September 30, 2015, and

WHEREAS, the Board of Trustees has requested by Resolution that the City of Fayetteville, Arkansas to act as its agent henceforth.

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

Section 1. If accepted by LOPFI, the administration of the Fayetteville Fire Pension and Relief Fund shall be transferred to LOPFI under authority of Act 364 of 1981, as amended. Such transfer shall mean the administration of the Pension Fund only and not a change in the Pension Fund's benefit program unless a benefit increase is approved by the City of Fayetteville, Arkansas.

Section 2. Mayor Jordan is hereby authorized to enter into the irrevocable agreement, using a twenty-five (25) year amortization schedule with LOPFI to administer the Fayetteville Fire Pension and Relief Fund as stated in Section 1 above and attached as Exhibit A.

Section 3. It is the intent of the City Council and it is hereby ordained that the provisions of this Ordinance shall be codified into the Code of Ordinances of Fayetteville, Arkansas and the sections thereof may be re-numbered and re-lettered as necessary to accomplish such intention.

Section 4. Due to the need to consolidate administration of the Fayetteville Fire Pension and Relief Fund with LOPFI in less than one month, an emergency is hereby declared to exist and this Ordinance shall be in full force from and after the date of its passage and approval.

City of Fayetteville Staff Review Form

2015-0466

Legistar File ID

10/6/2015

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

Paul Becker	10/1/2015	Chief Financial Officer / Finance & Internal Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Proposal to consolidate the Fayetteville Local Firemen's Pension Fund with LOPFI by the Local Firemen's Pension Board.

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?	No	Budget Adjustment	
		Remaining Budget	$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 6, 2015

TO: Mayor and City Council

FROM: Paul Becker, Finance Director

DATE: October 1, 2015

SUBJECT: Proposal to consolidate the Local Firemen's Pension and Relief Fund with LOPFI by the Local Firemen's Pension Board

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RECOMMENDATION:
The City Administration is forwarding this request to the City Council without making a recommendation because of the many uncertainties that exist. The Mayor has continually maintained that he would support consolidating the plan if no costs or minimal costs would be incurred. The Mayor does not feel that all his questions have been adequately answered at this time and is waiting for additional information that has been requested from the Pension Review Board (PRB) actuary.

DISCUSSION:
The Fayetteville Local Firemen's Pension Fund was classified as insolvent by the PRB in 2009. On September 29, 2015 representatives of the PRB (specifically Jody Carreiro the PRB actuary and David Clark the Executive Director of LOPFI and the PRB) came to a special City Council meeting and gave a presentation on the current position of the Local Firemen's Pension Fund and the possible long term solutions to the funding problems. Based on that presentation the Local Firemen's Pension Trust Board is requesting the City Council approve its request that the plan be consolidated with LOPFI.

During the presentation, it was shown that the Fund's assets have an 80% risk of being depleted within the next 10 to 15 years. Potential solutions included allowing the Fund to be depleted; subsidizing the Fund with additional General Fund Revenue by between $150,000 and $200,000 for somewhere between 15 and 30 years; or sending the Fund to LOPFI for administration and management, which is termed consolidation. The consolidation options would be to amortize the unfunded liability over either a 15 or 25 year period and to include or exclude a COLA. It was quickly determined that the only financially feasible option would be a consolidation over a 25 year period without a COLA.

If the Fund was sent to LOPFI for consolidation under the plan to amortize the liability over a 25 year period without a COLA, the actuary indicated the City would not incur additional costs **provided the actuarial assumptions were met and the property tax collections increased by 3% per year due to increased assessed property values.** Generally this also means the assumed mortality table proves accurate and an 8% rate of return on current assets is achieved.

The amount the City would pay LOPFI in 2016 would be 33.3% of covered payroll (current fire personnel working). This would be an increase from 24.5% which is the current LOPFI rate.

That is an increase of $561,262 in dollars, which would be covered in what we currently collect from property taxes and insurance turnback for the Fund. We would, of course, send all of the amounts collected from these sources to LOPFI to reduce the unfunded liability as quickly as possible. This is in keeping with the actuary's recommendation. However, that percentage rate is only certain for 2016 and subject to change after that.

It is important for the Council to understand that currently the Pension Fund is primarily responsible for the unfunded pension liability and that if the Council agrees to consolidate the Fund the City becomes primarily responsible for that liability. Again, if all actuarial assumptions aren't met, including an 8% rate of return on investments or if the mortality patterns do not meet expectation, the City would be liable for any additional costs over and above the amounts being collected for the old Fund, which would have to paid for by the General Fund and those costs could be significant. The chance of that happening are speculative and potential amounts if any are difficult to determine.

BUDGET/STAFF IMPACT:
Unknown

Attachments:
Fayetteville Firefighters Pension Fund Special Report
LOPFI Consolidation Report
Fire Pension Fund 2014 Annual Actuarial Report

Fayetteville Firefighters Pension Fund Special Report

Presented September 29, 2015

Jody Carreiro
Osborn, Carreiro & Assoc.

Purpose of Our Report & Presentation

- Current status of Pension Fund
- Changes since our last report
- Projections of Current Plan
- Projections of LOPFI consolidation

Recent Valuation Results

	Unfunded Accrued Liability	Market Value of Assets	Funded Ratio
12/31/2009	$15,061,519	$5,787,509	27.8%
12/31/2010	$14,937,189	$5,573,909	27.2%
12/31/2011	$15,144,204	$5,015,419	24.9%
12/31/2012	$14,990,957	$4,682,930	23.8%
12/31/2013	$14,139,985	$4,624,857	24.6%
12/31/2014	$13,979,405	$4,377,557	23.8%

Recent Valuation Results

	Calculated Contribution	Actual Contribution	Ratio
12/31/2009	$3,155,357	$611,055	19.4%
12/31/2010	3,240,353	631,157	19.5%
12/31/2011	3,346,655	629,918	18.8%
12/31/2012	3,402,323	741,091	21.8%
12/31/2013	3,250,675	747,511	23.0%
12/31/2014	3,214,908	756,819	23.5%

Financial History – pages 9-10

- Note Non-Investment Cash Flow.
  - Over $600,000 outflow per year.
- Assets from $9.6 million to under $4.4
- Ratio of Assets to Expenses: 3.1
- Average 10 year return, 5.63%

Sources of Income – page 9

- No Actives, so no employee/employer match contributions
- Local Millage
  - Increased 9% per year first four years
  - Increased 1.5% per year last five years
- Premium Tax formula changes in 2011
  - Almost $100,000 per year more beginning in 2012

Page 17– Benefit Increases

- 50% to 65% base benefit December 6, 1996
- 65% to 90% base benefit June 6, 2001
- 3 year temporary 3% compound COLA, November 20, 2003
- No Change Based on a January 4, 2007 cash flow study based on December 31, 2005 valuation results.
- December 2009, PRB declared "Projected Insolvent," we met with boards October, 2010.

Changes since 2010 Report

- 2010 report projected Unfunded about $1.5 million larger than actual 12/31/2014.
- Cover letter, page 2
- About $900,000 more investment income in 2010-2014 than expected
  - One of the best 5 year periods in the market
- Over $300,000 additional premium tax due to 2011 law change.
- About $200,000 in gains from mortality worse than expected.

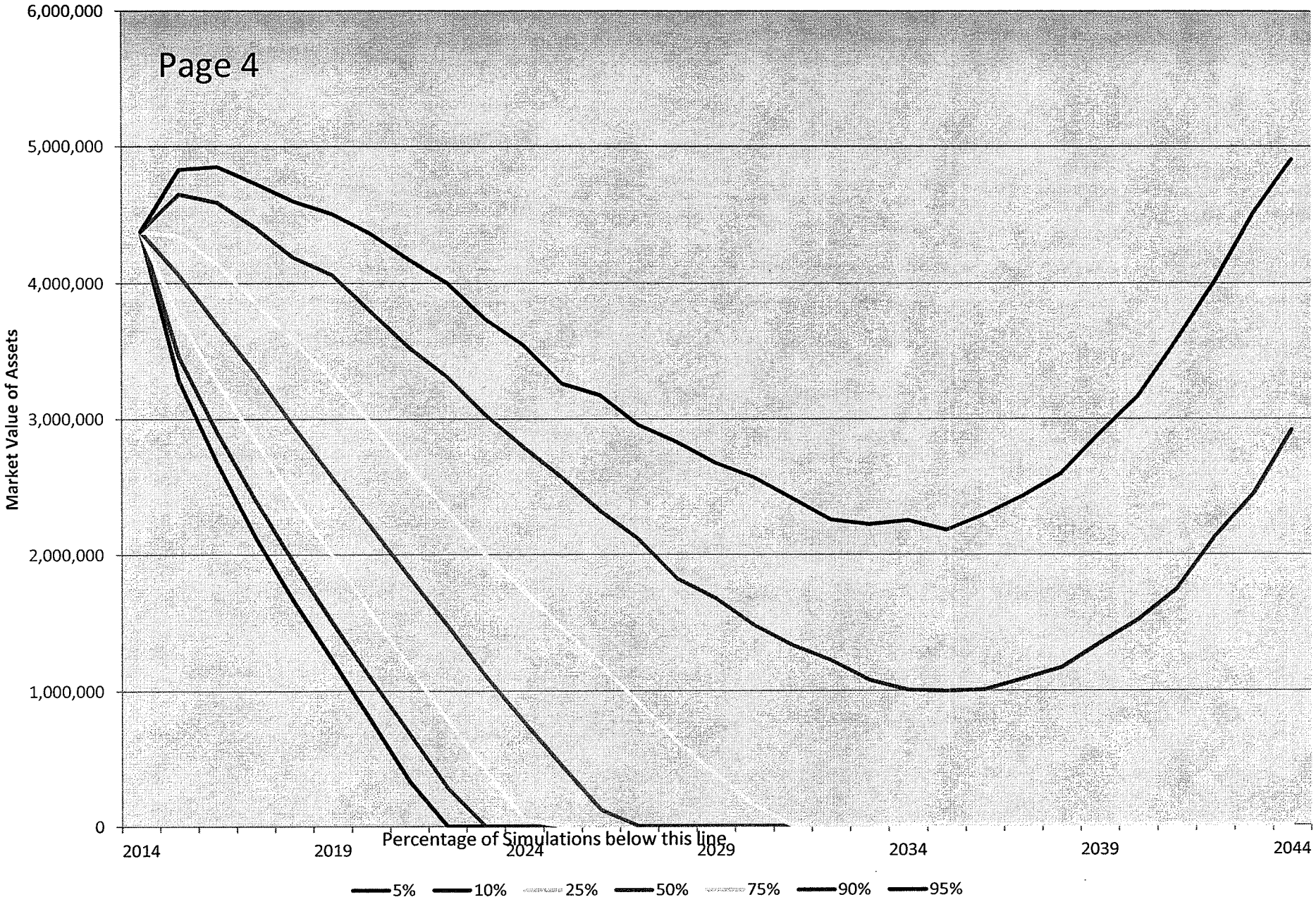
Where is the Fund headed? Cash Flow Simulation Process

- Valuation vs. Cash Flow
- Snapshot vs. Yearly Projection
- Liability assumptions vs. Added Asset assumptions
- Single Interest Assumption vs. Rate Simulations
- Guess vs. Assumption vs. Prediction
- Assumptions – pp 18-34

Results

- Charts found in Exhibit 2, page 3
- 2,000 simulations over 30 years of 6 classes of assets
- Arrange results from worst to best
- The worst 5% of the results are below the first red line
- The worst 10% of the results are below the first blue line

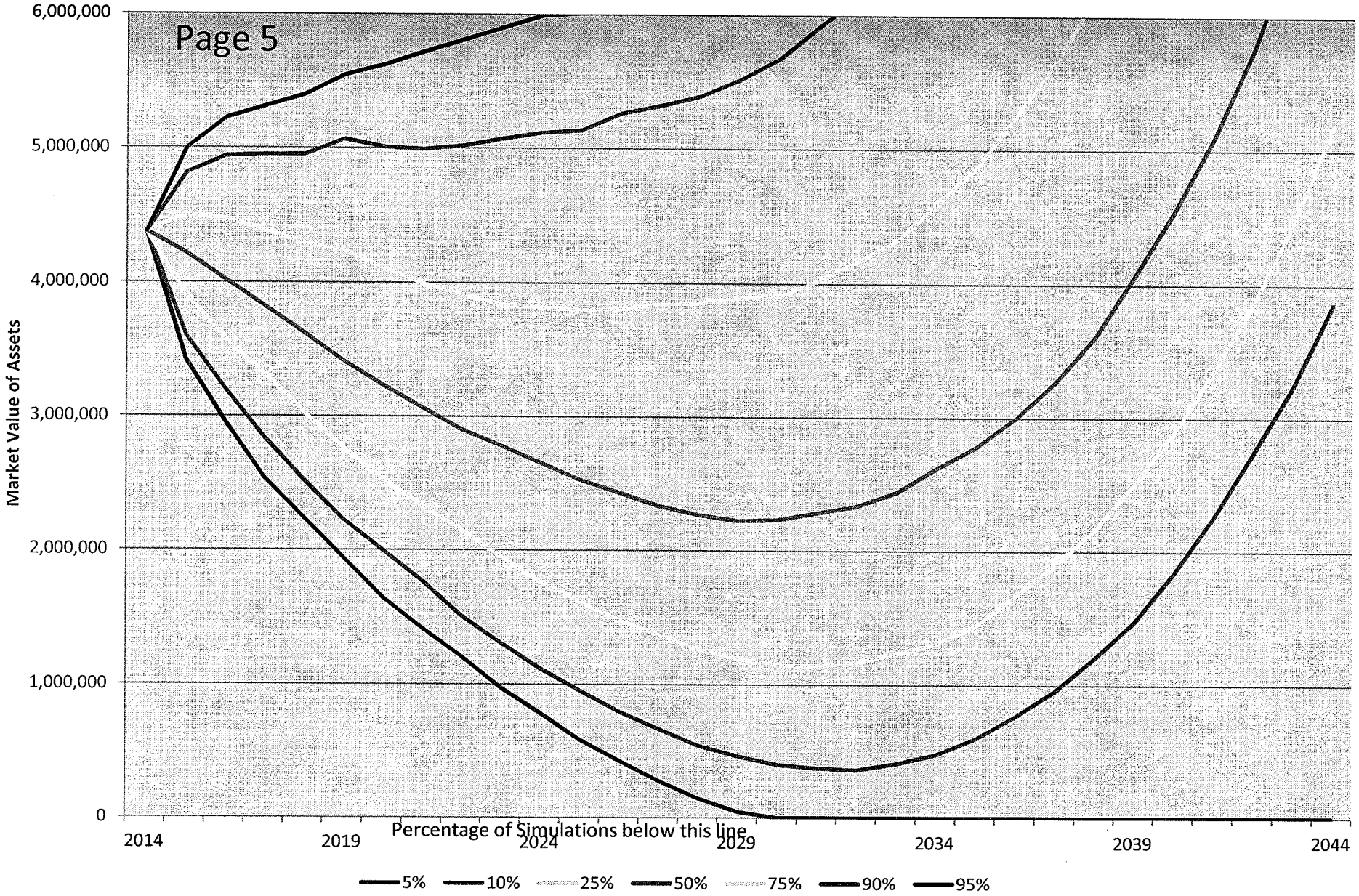
Fayetteville Fire Pension Fund
1/1/2015 Current Plan, Projected Assets Simulation



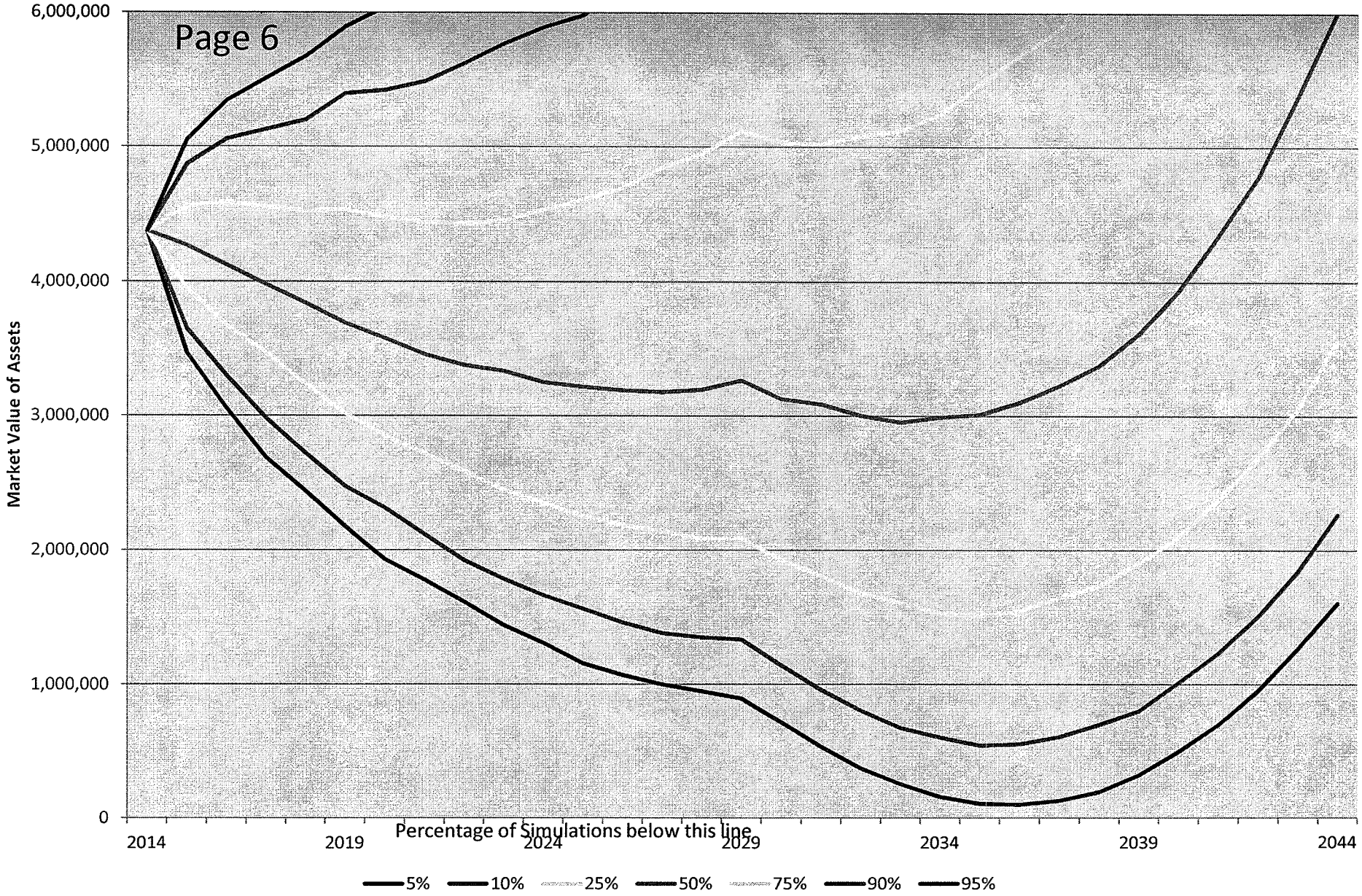
What this graph tell us

- 80+% Risk of Ruin: Risk of depleting assets before all benefits are paid.
- CANNOT earn our way out, need 10% every year (without variance), with liquidity concerns restricting investment options quickly.

Fayetteville Fire Pension Fund
1/1/2015 Current Plan with Additional $150,000 per Year for 30 Years, Projected Assets Simulation



Fayetteville Fire Pension Fund
1/1/2015 Current Plan with Additional $200,000 per Year for 15 Years, Projected Assets Simulation



What these graphs tell us

- Solved for the amount of money necessary to keep Local Plan solvent, with only 5% risk of ruin.
- $150,000-$200,000 is less than the calculated contribution in the reports, but still much higher than currently available.
- As will be shown, these amounts are also higher than LOPFI consolidation amounts.

Possible Actions – Local Plan Exhibit 1, Appendix A

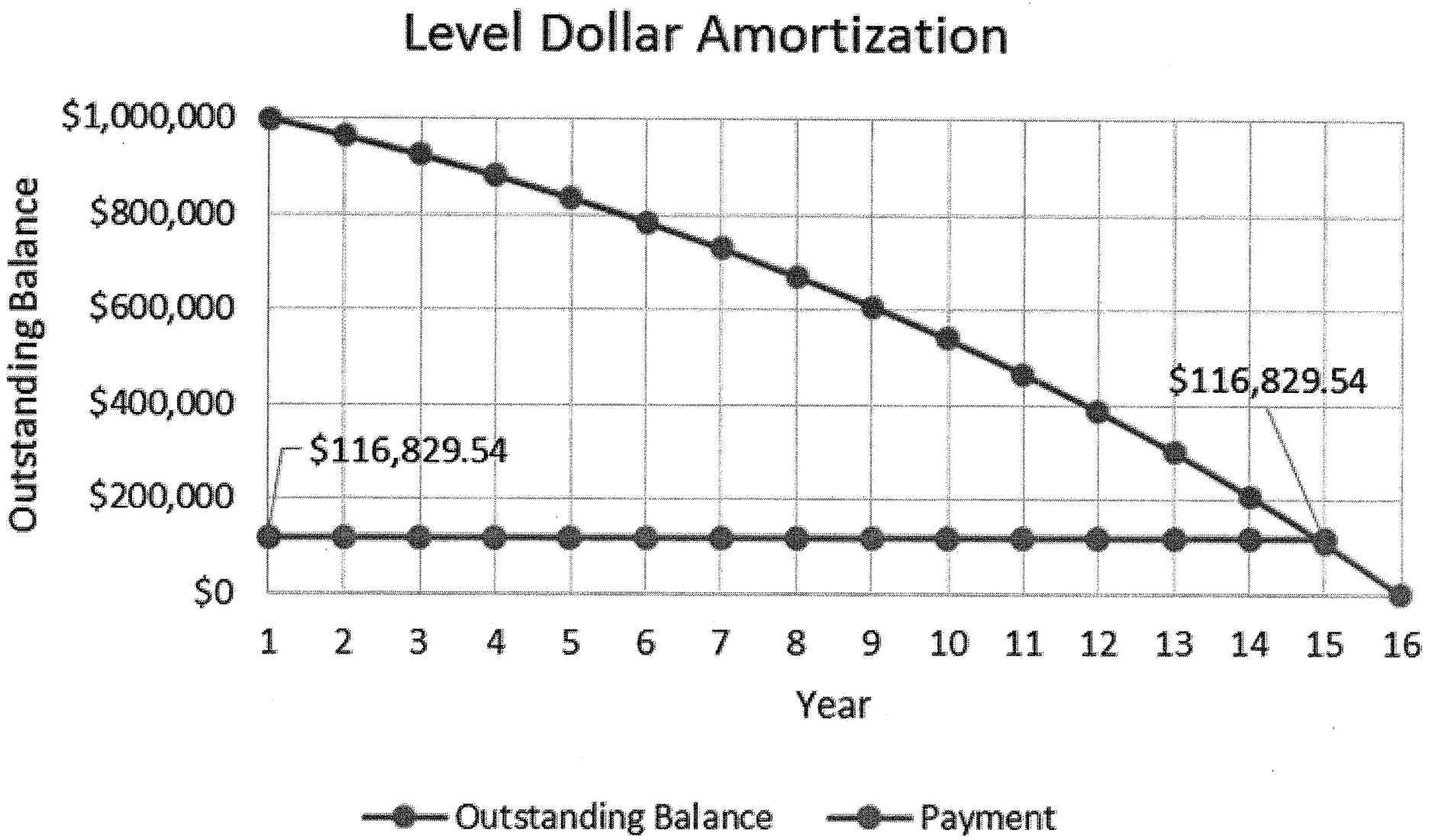
- Maintain Current Direction
- Additional Contributions
- These choices appear to have too high a monetary and/or political cost.

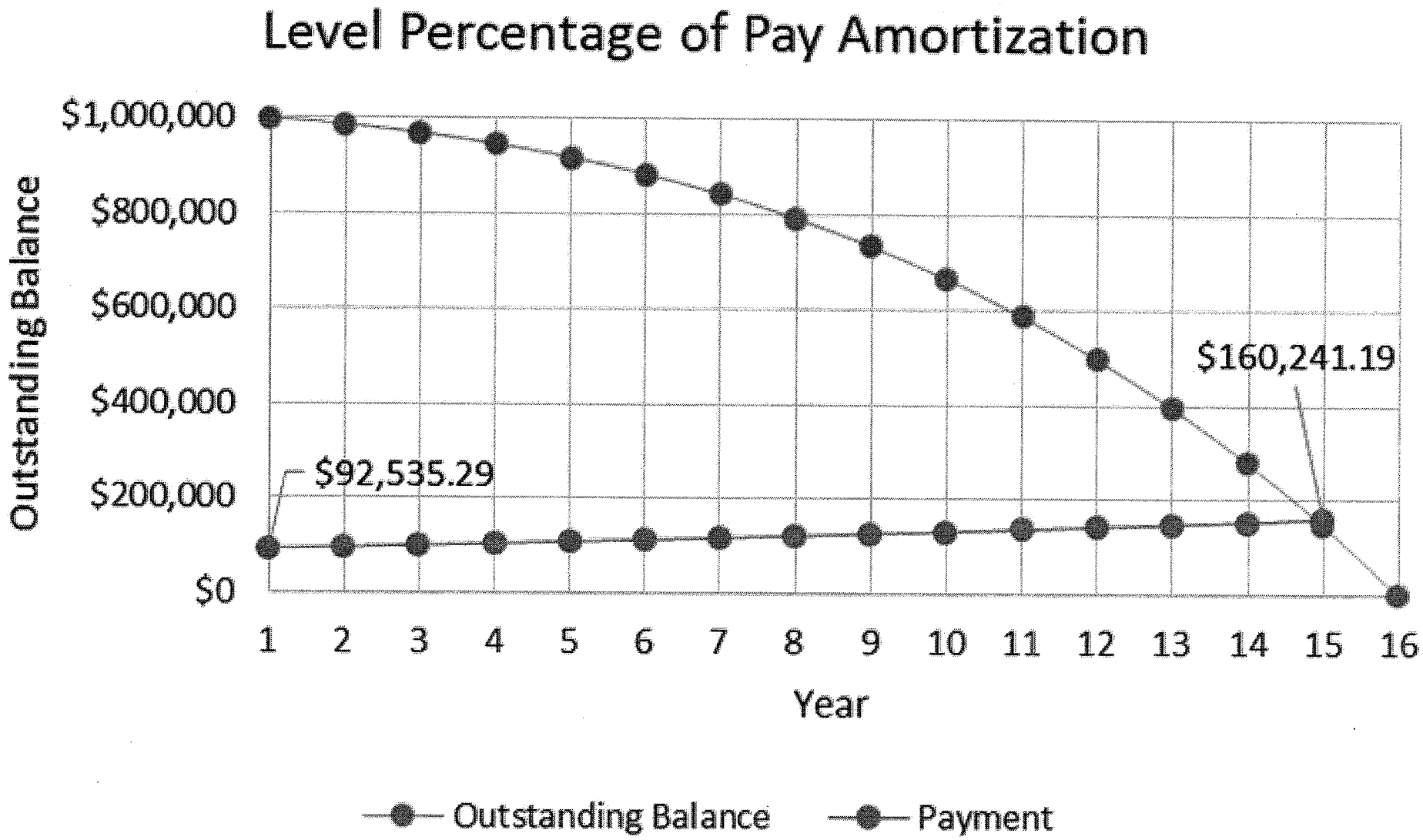
LOPFI Consolidation – What Happens?

- Plan assets transferred to LOPFI
- Local Pension Board dissolved
- City signs an agreement to pay the calculated LOPFI rate
- Benefits are guaranteed

LOPFI Consolidation – Payment Plan?

- 15 year or 25 year (new)
- Closed
- Level Percentage of Pay
- Based on 8% interest
- And 4% salary growth


Level Dollar Amortization
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
Outstanding Balance
$116,829.54
$116,829.54
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
Year
Outstanding Balance
Payment


Level Percentage of Pay Amortization
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
Outstanding Balance
$92,535.29
$160,241.19
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
Year
Outstanding Balance
Payment

What this means?

	Meet Assumptions	Actuarial Loss-Year 1	No Gain/Loss Pay above rate
Initial UAL	1,000,000	1,000,000	1,000,000
25 year amortization	.063092	.063092	.063092
First year payment	63,092	63,092	63,092
Total City Salary	900,000	900,000	900,000
LOPFI Rate Added	7.01%	7.01%	7.01%
Expected UAL year 2	1,014,384	1,014,384	1,014,384
Actual (Gain)/Loss	0	50,000	-25,000
Actual UAL year 2	1,014,384	1,064,384	989,384
24 year amortization	.064677	.064677	.064677
Second year payment	65,607	68,841	63,990
Total City Salary	936,000	936,000	936,000
LOPFI Rate Added	7.01%	7.35%	6.84%

Important Consideration

- Regardless of the consolidation option—any excess revenue can be used to pay down the unfunded liability
- Better to pay down debt while the calculated contribution is lower (in dollar terms), because funds should be available (ARM)
- Don't just look at first year payment—important to keep increase/liability in mind!

15 Year Amortization Option

- Exhibit 3 (pg. 7-8), and Scenarios J, K, and L (pg. 35-37)
- Projected with different millage growth assumptions
- Even in optimistic growth scenarios, the city would need to come up with additional contributions after the second year
- We don't believe this is a realistic option given the City's constraints

25 Year Amortization Option

- Exhibit 3, and Scenarios E, F, G, H, and I (pg. 30-34)
- All scenarios assume that excess millage and other contributions are used to pay down the liability
- If millage grows at 3% annually and other assumptions are met: current sources project to be sufficient. (Scenario E – pg. 30)
- Over the last 9 years, this has been realized—but the last 3 years have only shown 1.5% growth.

Millage Risk (25 Year Amortization)

- We also projected less favorable millage growth (Exhibits F-I, pgs. 31-34)
- If only 2% growth realized, would need additional contributions in approx. 2032. (Scenario F)
- The additional contributions in the future could be mitigated by additional contributions in the present.
- Approximately equivalent to $30,000 in additional contributions each year (Scenario G)

Millage Risk (25 Year Amortization)

- Exhibits H and I show projections assuming 1% Millage Growth
- Would be able to make LOPFI contributions with current sources (assuming assumptions met) until 2026
- Additional contributions required starting 2026 are approximately equivalent to an additional $90,000 per year on top of current revenue streams

Other Risk Factors

- Future results sensitive to more than just millage collections.
- Investment Return (different from 8%)
- Mortality (different from expected)
- Premium Tax (Formula could change—revenues to fund could be impacted)

Questions/Concerns

- Happy to delve into details or answer more general questions

FAYETTEVILLE FIREFIGHTERS PENSION FUND

SPECIAL REPORT

PRESENTED SEPTEMBER 29, 2015

Osborn, Carreiro & Associates, Inc.
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September 28, 2015

Fayetteville Fire Pension and Relief Fund
c/o City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Fayetteville Fire Pension Fund

Ladies and Gentlemen:

This report presents the results of our January 1, 2015 actuarial study of the assets and liabilities of the Fayetteville Fire Pension and Relief Fund (the "Pension Fund"). This report goes beyond the present value of the liabilities calculated in the regular valuation to show the timing and development of the income and expense streams. These streams are then reviewed with various proposals to improve the long term security of the Pension Fund.

This report was completed according to the request of the Arkansas Fire and Police Pension Review Board (PRB). The PRB is providing this information to the Pension Fund to meet their obligation to provide options to improve funding as described in ACA §24-11-208.

PROCESS

We prepared a cash flow analysis. We first project out the benefit payments from the Pension Fund for the next 50 years. Next, the contribution income to the fund was projected. The contribution income includes the member contribution, the city match, local millage contributions, and insurance premium tax distributions. Exhibit 7 details the assumptions we made regarding these contributions. Note that in the 2011 legislative session, the methodology for allocating insurance premium taxes was changed and was first implemented in 2012. This report reflects that change.

Once the benefit payout and contribution income projections were prepared, investment income was added. Instead of assuming a single level rate of return, we have simulated the investment results based on your current and expected future asset allocation. Exhibit 2 shows the results.

CURRENT STATUS OF FUND

If no changes are made, the Pension Fund is expected to deplete its assets between 10 and 15 years from now. We calculated the risk of ruin to be over 80%. That is, in 80% of the simulated results the Pension Fund spends all of its assets before all benefits are paid. The graph in Exhibit 2 shows the various outcomes of the simulations. Therefore, we would conclude that without some significant change in the plan's cash flows, the Fund will run out of money.

This risk of ruin is slightly lower than projections showed five years ago due to a number of factors, but the risk is still at an unacceptable level. The plan's position was better than projected primarily due to stellar investment returns, favorable mortality experience, and large increases in premium tax revenues due to legislation enacted in 2011.

The report completed as of January 1, 2010 (five years ago) projected that the Unfunded Accrued Liability would be about $15.4 million by 12/31/2014. The actual UAL at 12/31/2014 was about $13.9 million. This $1.5 million difference is comprised primarily of investment earnings above the assumed amount ($940,000), the large increases in premium tax revenues due to the new formula ($317,000), and mortality experience gains ($280,000).

POSSIBLE ACTIONS

We were asked to look at possible actions that could be taken by the board of the Pension Fund or the city in an effort to ensure that all benefits are paid to all participants. Several of these changes as well as the pros and cons of each action are discussed in Exhibits 1 and 3. Exhibit 1 describes the options available as a locally administered fund. Exhibit 3 discusses the options available under a LOPFI consolidation. The purpose of the report is not to dictate a particular action, but to describe for the board and the city the effects of different actions.

The possible actions reviewed are:

1. No change in current plan, investment strategy or income.
2. Additional city contributions
3. LOPFI consolidation – 25-year amortization
4. LOPFI consolidation – 15-year amortization

Osborn, Carreiro & Associates, Inc.
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PROJECTION DETAILS

In order the aid the city with its decision regarding LOPFI consolidation, we have added two appendices which include several charts projecting the status of the plan under several different assumptions. The key results of these projections are discussed in Exhibit 1 (Appendix A) and Exhibit 3 (Appendix B).

CONCLUSIONS

Generally, we would conclude that the plan's position is likely to deteriorate without additional revenue and that LOPFI consolidation will become more expensive the longer the board waits to act. We would expect the plan to earn higher investment returns under LOPFI administration, partially due to the removal of liquidity constraints, although the city would be required to make the calculated contributions every year.

Note that the results shown in this study are projections, and not predictions. The results of our projections depend, of course, upon the actuarial assumptions being met. The actual results WILL vary on a year-by-year basis from the projections. Because of the size of the group, some of the results may vary materially from these projections. This report is based on the participant and financial data you supplied to the Arkansas Fire and Police Pension Review Board. We did not audit this data, although we did review it for reasonableness and consistency. This report is not intended for any other purpose or for use by persons who are not familiar with such matters.

If you have any questions or comments, please let me know.

Sincerely,

Jody Carreiro

Jody Carreiro, A.S.A., M.A.A.A.
Actuary

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EXHIBIT 1

POSSIBLE ACTIONS – LOCAL PLAN

This report is to provide possible actions and the projected effects of those actions. This should provide the Board with the tools it needs to make important decisions for the future of the Fund. The following is a discussion of possible changes in the Pension Fund, along with positive and negative effects, if the plan remains under local control. We also make reference to projections we have made, included in Appendix A, which model the potential impact of each action. The discussion of various forms of LOPFI consolidation are included as Exhibit 3.

No Changes. The Pension Fund could continue on the same path that they are currently pursuing. The base benefit projection shows that the Pension Fund would deplete assets in 2020. If you assume the city would then be responsible for the benefit payments, then the additional contributions needed would be benefit payments in excess of millage and premium tax.

> **Positive.** The Fund nor the City have to take any additional action at this time.
>
> **Negative.** The projections show that the Fund cannot "earn" its way out of this in the long term. The projection shows that the Fund would need to earn about 10% every year to not deplete assets. A portfolio that could earn 10% would necessarily have a very high variance.
>
> **Negative.** If the Fund did deplete its assets, the City is assumed to be responsible for picking up the benefit payments. This would be difficult for the City and would be a public relations problem.
>
> **Negative.** The bond rating services do review the pension liabilities contained in the City's financial reports. If the unfunded liabilities continue to grow or the Fund is depleted, it could affect the City's ability to issue bonds. Please note that GASB67/68 moves the unfunded liability up to be a balance sheet item.

Scenario A of Appendix A illustrates a projection of the Fund's position, assuming no changes, using the PRB's 5% investment return assumption with 1% millage growth. The plan projects to deplete assets in 9-10 years, with additional contributions required to make up the shortfall until approximately 2034. The expected first year LOPFI contribution continues to rise until assets are depleted.

Scenario B also models the Fund's position with no changes, but under the assumption of 2% annual millage growth. Under this scenario, the Fund would deplete its assets approximately 1 year later than in Scenario A, but the Fund would still require additional contributions for seven years in order to cover benefit payments.

EXHIBIT 1 (continued)

Additional City Contribution. The City could find additional contributions to be made to the Pension Fund to reduce the risk of ruin to an acceptable level, that is, 5%. We ran various simulations to solve for the additional amount needed over 15 years ($200,000) and over 30 years ($150,000).

> **Positive.** The City significantly reduces the risk of having to pay benefits from general assets.
>
> **Positive.** The City improves its financial statement by reducing the unfunded liabilities and possibly their standing with bond underwriters.
>
> **Negative.** The current economic conditions make it difficult for cities to find any additional money for pension plans.

Scenarios C and D of Appendix A show projections under circumstances where the city board started making such additional contributions to the Fund. How these amounts were determined is discussed in further detail in Exhibit 2.

Scenario C illustrates the impact of an additional $150,000 per year in contributions over the projection period (at 5% investment return and 1% millage growth). The assets would decline to about $1.3 million before stabilizing somewhere around 2029, and revenues would cover benefit payments in approximately 2031.

Scenario D uses the same assumptions to show the impact of an additional $200,000 per year over the next 15 years. The plan's unfunded liability would steadily be paid off, although the Fund would still not be fully funded by 2039. Assets would decline until approximately 2026 before stabilizing just above $2.3 million.

Under both of these scenarios, future LOPFI consolidation costs are lower than in Scenarios A and B, as the unfunded liability is lower—the earlier the contributions are made, the better.

EXHIBIT 2

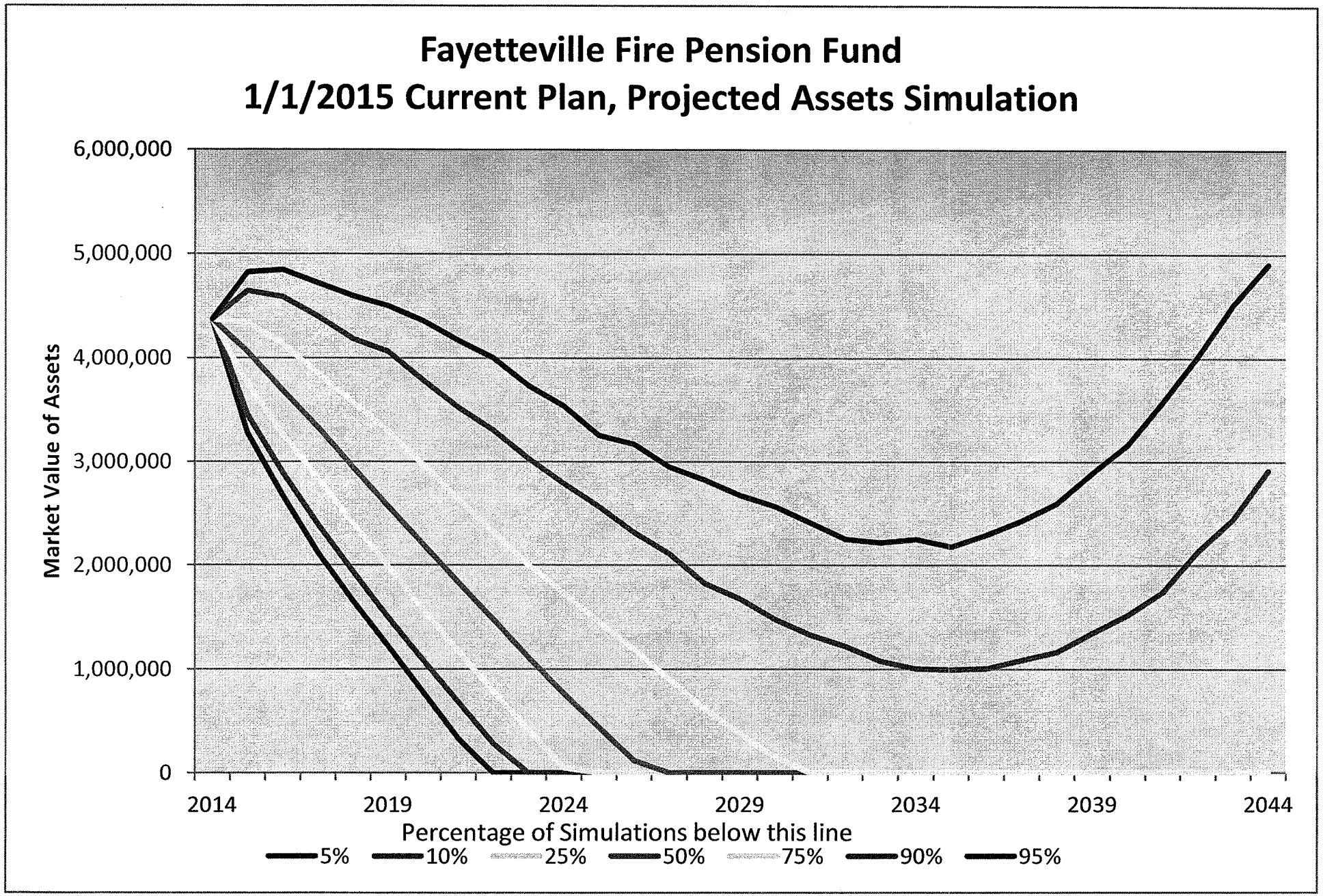
SIMULATION RESULTS

Following this page there is a series of three graphs showing the projected assets and the probabilities based on the simulation of investment results. These results are based on the actuarial assumptions concerning income and benefits detailed in Exhibit 7. The simulation looked at 2,000 series of 30 year investment results. The graph is read that the worst 5% of the results fall below the first red line, the worst 10% fall below the first blue line. The green line is where half of the results were better and half were worse. The three graphs are as follows:

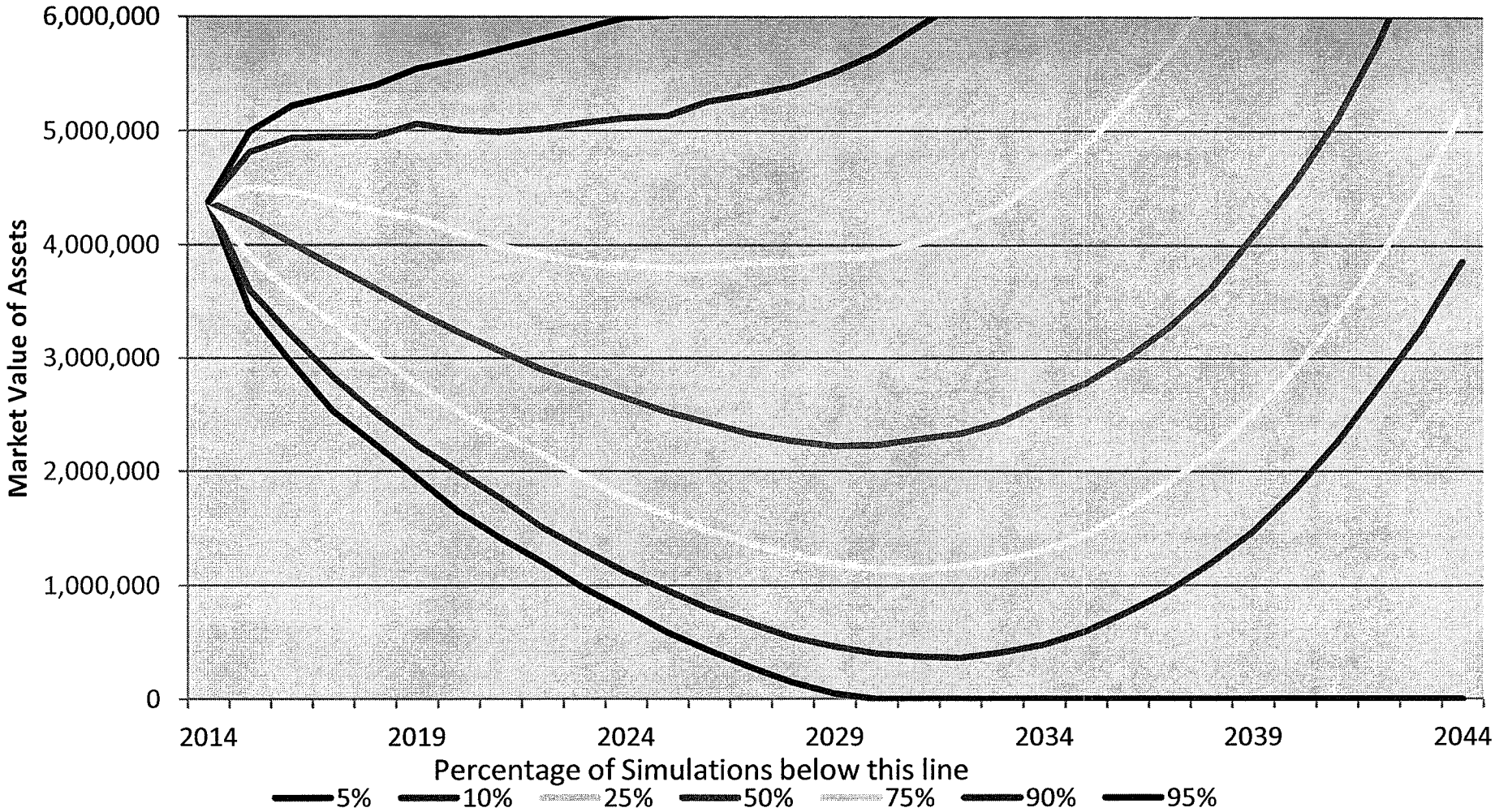
Current Plan. This is the plan as it is now with no additional income. Over 80% of the results depleted the fund, so even the median (green) line goes to zero. Another thing to note is that many simulations which deplete assets have losses in the first few years. In other words, the fund cannot afford another big loss in the near term.

Additional Amount for 30 Years. We ran several simulations to find the additional city money that would be needed to reduce the risk of ruin to about 5%. This would be considered an acceptable level of risk. The graph shows that $150,000 additional every year for 30 years would reduce the risk to about 5%. We should also note that additional money and moving to a more conservative portfolio as the Fund becomes better funded further reduces risk.

Additional Amount for 15 Years. We also solved for an additional city contribution over the next 15 years to reduce the risk of ruin to about 5%. This amount was found to be $200,000. This is shown in the last graph.


Fayetteville Fire Pension Fund
1/1/2015 Current Plan, Projected Assets Simulation
Market Value of Assets
6,000,000
5,000,000
4,000,000
3,000,000
2,000,000
1,000,000
0
2014
2019
2024
2029
2034
2039
2044
Percentage of Simulations below this line
5%
10%
25%
50%
75%
90%
95%

Fayetteville Fire Pension Fund
1/1/2015 Current Plan with Additional $150,000 per Year for 30 Years, Projected Assets Simulation



Fayetteville Fire Pension Fund
1/1/2015 Current Plan with Additional $200,000 per Year for 15 Years, Projected Assets Simulation

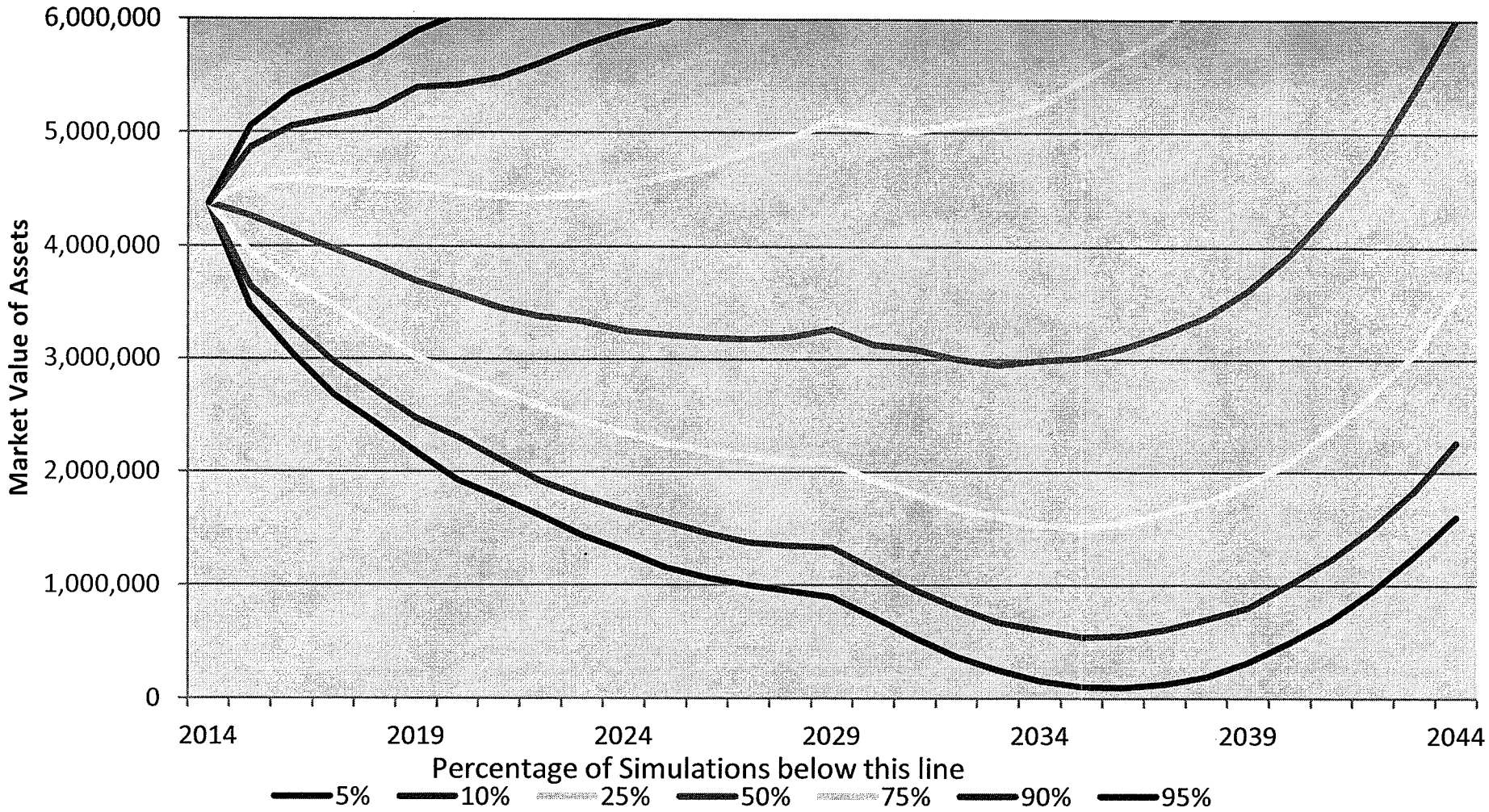


EXHIBIT 3

POSSIBLE ACTIONS – LOPFI ADMINISTRATION

This report is to provide possible actions and the projected effects of those actions. This should provide the Pension Fund with the tools they need to make important decisions for the future of the Fund. The following is a discussion of possible changes in the Pension Fund, along with positive and negative effects, under possible LOPFI consolidation options. We also make reference to projections we have made, included in Appendix B, which model the potential impact of each action.

LOPFI Consolidation. A consolidation would allow the City to use its current income streams of millage and premium tax along with other City funds to pay the unfunded liabilities over a 15 or 25 year period based on the LOPFI assumptions. Our projections considered both 15- and 25-year amortizations, but we believe that the 15-year option would be far too expensive for the city's budget given current revenue streams.

> **Positive.** After consolidation, the benefits are guaranteed by the LOPFI system. This removes the risk of ruin from the City and the Fund.
>
> **Positive.** GASB 67/68 will move the unfunded liability from the footnotes to the balance sheet of the City. Consolidation will allow the use of higher investment assumptions and therefore improve the City's financial statement and also improve its standing with bond underwriters.
>
> **Negative.** The City must agree to pay whatever the actuarially calculated costs are under LOPFI. The dollar cost of consolidation increases 4% a year before recognition of other gains or losses. This is faster than premium tax and millage is projected to grow.
>
> **Negative.** The local board of the Pension Fund is dissolved. There can be benefit improvements (for example, COLAs) in the future, but they come with the City agreeing to pay whatever the actuarially calculated costs are under LOPFI.

LOPFI 25-year Closed Amortization. Scenarios E through I all use LOPFI's 8% investment income and discount rate assumptions. For this reason, the projected investment income is higher and the calculated accrued liability is lower than in the non-consolidation scenarios. Scenarios E - I project 25-year amortizations, while Scenarios J - L look at a 15-year amortizations. Each of these projections assumes that any Fund revenue in excess of the required LOPFI consolidation payment would be used to pay down the unfunded liability.

Scenario E uses the assumptions described above (25-year amortization, 8% discount), with a millage assumed to increase 3% per year. The city could currently afford the LOPFI payment without any additional contributions if all other assumptions are met. The rate of increase over the period shown in Exhibit 4 is just over 3% per year. However, we reviewed other scenarios with lower millage growth, since the past five years has only shown 1.5% per year growth.

EXHIBIT 3 (continued)

Scenarios F and G show a 2% millage growth per year. The LOPFI payments are covered in the first several years using current revenues. However, because the LOPFI payment increases 4% per year, current revenues streams are projected to be insufficient in about 18 years. At that point, the city would need to come up with additional contributions. Scenario G shows that this shortfall is equivalent to about 30,000 per year in additional contributions over the period.

Scenarios H and I show a 1% millage growth per year. The LOPFI payments are covered in the first several years using current revenues. However, because the LOPFI payment increases 4% per year, current revenues streams are projected to be insufficient in about 12 years. At that point, the city would need to come up with additional contributions. Scenario I shows that this shortfall is equivalent to about 90,000 per year in additional contributions over the period.

These Scenarios (F - I) were generated to illustrate the risk involved with different levels of growth in future millage income.

LOPFI 15-year Closed Amortization, Scenarios J - L show projections of the Fund under a 15-year consolidation. This was the only option that LOPFI had available when discussed five years ago. Scenario J projects the Fund's position under a 15-year amortization using a 3% annual millage growth assumption. Scenario K shows 2% millage growth and Scenario L shows 1% millage growth. All scenarios show that even though the initial LOPFI payment could be afforded using current resources, additional resources would be needed in the second and remaining years.

In conclusion, we don't believe that the city could currently afford 15-year amortization option consolidation with current fund revenue streams. However a 25-year amortization consolidation plan, using current millage and premium tax sources as payment, may be feasible without additional contributions. As the differences among these scenarios suggest, future projections are sensitive to variation in future investment returns, mortality experience, and millage growth—any deviation from what we have projected could have a significant impact (to the city's benefit or to its detriment) when considering the plan's future financial position.

EXHIBIT 4

SUMMARY OF FINANCIAL INFORMATION
(Items C, F-H, and J determined by Osborn, Carreiro and Associates, Inc.)

	Year Ended 12/31/2014	Year Ended 12/31/2013	Year Ended 12/31/2012	Year Ended 12/31/2011	Year Ended 12/31/2010	Year Ended 12/31/2009	Year Ended 12/31/2008	Year Ended 12/31/2007	Year Ended 12/31/2006	Year Ended 12/31/2005
A. INCOME										
1 Employee Contributions	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 1,356	$ 6,987	$ 11,863	$ 23,439
2 Employer Contributions										
Employer/Court Fines/Other	0	0	0	0	0	0	2,713	13,973	25,854	46,878
Local Millage	525,538	527,430	511,961	498,381	508,192	485,345	441,697	388,877	370,649	339,416
3 State Insurance Premium Tax										
Premium Tax Allocation	182,590	181,715	171,848	131,537	122,965	125,710	146,031	150,067	151,560	225,492
Additional Allocation	48,691	38,366	57,282	0	0	0	0	0	0	0
Guarantee Fund	0	0	0	0	0	0	0	0	0	0
4 Other Income										
LOPFI Subsidy	0	0	0	0	0	0	0	0	0	0
Police Supplement (Act 1452 of 1999)	0	0	0	0	0	0	0	0	0	0
Future Supplement (Act 1373 of 2003)	56,563	44,215	36,105	29,618	20,664	24,192	31,333	38,917	27,060	24,480
Other Income/Donations	365	11	6	34	973	390	0	1,044	540	176
Adjustment to prior year value	0	0	0	0	0	0	0	0	0	0
5 Net Investment Income	255,505	209,657	256,988	254,881	453,121	210,237	(530,711)	637,620	615,846	522,344
TOTAL INCOME	**$ 1,069,252**	**$ 1,001,393**	**$ 1,034,190**	**$ 914,451**	**$ 1,105,915**	**$ 845,874**	**$ 92,419**	**$ 1,237,485**	**$ 1,203,372**	**$ 1,182,225**
B. EXPENSES										
1 Administrative	$ 3,550	$ 3,454	$ 3,617	$ 3,595	$ 6,859	$ 3,750	$ 6,427	$ 3,855	$ 10,341	$ 5,886
2 Benefits Paid										
Monthly Benefits	1,358,341	1,388,309	1,420,659	1,432,673	1,434,269	1,434,487	1,436,083	1,430,646	1,281,954	1,097,427
Police Supplements	0	0	0	0	0	0	0	0	0	0
Future Supplements	56,316	44,215	35,960	29,618	20,664	24,192	31,333	38,766	26,749	24,390
DROP Payouts	0	0	0	0	0	2,973	553,503	4,589	838,944	458,082
Paid Current Year for Previous Year	0	0	0	0	0	0	0	0	0	0
3 Refunds	0	0	0	0	0	0	0	0	0	0
4 Other Expenses	250	250	225	357	0	0	0	0	0	0
TOTAL EXPENSES	**$ 1,418,457**	**$ 1,436,227**	**$ 1,460,461**	**$ 1,466,243**	**$ 1,461,792**	**$ 1,465,402**	**$ 2,027,346**	**$ 1,477,856**	**$ 2,157,988**	**$ 1,585,785**
C. Non-Investment Cash Flow	**$ (604,709)**	**$ (644,491)**	**$ (683,259)**	**$ (806,673)**	**$ (808,998)**	**$ (829,765)**	**$ (1,404,216)**	**$ (877,991)**	**$ (1,570,462)**	**$ (925,904)**

EXHIBIT 4 (Continued)

D. ASSETS (at book value)	12/31/2014	12/31/2013	12/31/2012	12/31/2011	12/31/2010	12/31/2009	12/31/2008	12/31/2007	12/31/2006	12/31/2005
1 Cash & Checking Accounts	$ 86,520	$ 86,767	$ 120,981	$ 143,279	$ 30,891	$ 0	$ 0	$ 0	$ 0	$ 0
2 Bank Deposits	0	0	0	0	0	14,448	5,457	81,779	4,575	48,506
3 Savings and Loan Deposits	0	0	0	0	0	0	0	0	0	0
4 Other Cash Equivalents	238,957	295,726	163,396	256,499	275,104	117,108	573,102	181,873	288,565	234,940
5 US Govt. Securities	212,438	421,688	421,688	621,688	927,818	1,426,060	1,839,474	3,285,030	3,144,510	3,441,988
6 Non-US Govt Securities	0	0	0	0	0	0	0	0	0	0
7 Mortgages	0	0	0	0	0	0	0	0	0	0
8 Corporate Bonds	731,111	731,111	731,111	779,928	606,886	619,648	248,938	315,394	533,910	533,910
9 Common Stocks	2,044,158	2,121,259	2,642,932	2,718,778	3,225,906	3,219,060	3,337,250	4,136,988	4,185,381	4,873,882
10 Other	13,967	16,304	27,581	13,882	19,146	45,304	56,951	65,476	79,530	57,944
11 Payables	(3,500)	0	0	(95)	0	0	(16)	(70,457)	(17)	(100)
TOTAL ASSETS	**$ 3,323,650**	**$ 3,672,854**	**$ 4,107,688**	**$ 4,533,959**	**$ 5,085,751**	**$ 5,441,628**	**$ 6,061,156**	**$ 7,996,083**	**$ 8,236,454**	**$ 9,191,070**
E. TOTAL MARKET VALUE	**$ 4,377,557**	**$ 4,624,857**	**$ 4,682,930**	**$ 5,015,419**	**$ 5,573,909**	**$ 5,787,509**	**$ 5,823,185**	**$ 8,725,231**	**$ 8,961,980**	**$ 9,636,034**
F. RATIO OF ASSETS TO ANNUAL EXPENSES										
Book Value Basis	2.3	2.6	2.8	3.1	3.5	3.7	3.0	5.4	3.8	5.8
Market Value Basis	3.1	3.2	3.2	3.4	3.8	3.9	2.9	5.9	4.2	6.1
G. RATIO OF ASSETS TO NON-INVESTMENT CASH OUTFLOW										
Book Value Basis	5.5	5.7	6.0	5.6	6.3	6.6	4.3	9.1	5.2	9.9
Market Value Basis	7.2	7.2	6.9	6.2	6.9	7.0	4.1	9.9	5.7	10.4
H. SUMMARY OF NET INVESTMENT RETURNS										
Book Value Rate of Return	7.58%	5.54%	6.13%	5.44%	9.00%	3.72%	-7.28%	8.18%	7.33%	5.72%
10 Year Average Return	**5.04%**									
Market Value Rate of Return	8.27%	13.45%	7.51%	4.80%	11.06%	14.68%	-18.67%	7.52%	10.13%	1.91%
10 Year Average Return	**5.63%**									

Note: The assumed liability discount rate is 5%. If the plan does not realize an investment return of 5% or more over the long term, the ultimate cost of the plan will be greater than the liabilities shown in this report. That is, the plan would need more money to meet its obligations.

Exhibit 5

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants and total salary.

Actives

		Years of Service							
Age		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	Total
Under 25	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0

Exhibit 5

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants.

Volunteers/Part-Paid Actives

		Years of Service							
Age		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	Total
Under 25	Count	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0

Exhibit 5

Inactive Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present payees by the number of payees and total annual benefit.

Retirees and Survivors

		Years Since Retirement							
Age		0-1	1-2	2-3	3-4	4-5	5-10	10 and Over	Total
Under 40	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	1	1
	Benefit	0	0	0	0	0	0	21,465	21,465
55-59	Count	0	0	0	0	0	6	3	9
	Benefit	0	0	0	0	0	271,496	86,069	357,565
60-64	Count	0	0	0	0	0	1	6	7
	Benefit	0	0	0	0	0	48,927	213,442	262,369
65-69	Count	0	0	0	0	0	0	9	9
	Benefit	0	0	0	0	0	0	251,749	251,749
70-74	Count	0	0	0	0	0	1	6	7
	Benefit	0	0	0	0	0	73,302	143,039	216,341
75-79	Count	0	0	0	0	0	0	9	9
	Benefit	0	0	0	0	0	0	158,933	158,933
80-84	Count	0	0	0	0	0	0	4	4
	Benefit	0	0	0	0	0	0	57,390	57,390
85 & Over	Count	0	0	0	0	0	0	6	6
	Benefit	0	0	0	0	0	0	30,997	30,997
Unknown Age	Count	0	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	8	44	52
	Benefit	0	0	0	0	0	393,725	963,084	1,356,809

This includes	36	retirees	with annual benefit of	$1,143,507 .
This includes	2	disableds	with annual benefit of	$40,110 .
This includes	14	survivors	with annual benefit of	$173,192 .

Exhibit 5

Deferred Retirement Option Plan Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the current participants on DROP by the number of participants and total annual DROP benefit.

DROP Participants

		Years Since Electing DROP						
Age		0-1	1-2	2-3	3-4	4-5	5-10	Total
Under 40	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
65-69	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
70-74	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
75 & Over	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0

EXHIBIT 6

PRINCIPLE PROVISIONS OF THE PLAN

EMPLOYEE	Member of Fire Department
EMPLOYER	Fayetteville Fire Department
MEMBERSHIP	Condition of Employment. Firefighters hired after 1982 must join the statewide Local Police and Firefighters Retirement System
CREDITABLE SERVICE	Determined on basis of service since employment
CONTRIBUTIONS	
Employee	6% of salary. Volunteers contribute $12/year. Refundable if member terminates before retirement eligibility.
Employer	1. Matching contribution equal to employee contribution 2. State Insurance Premium Tax turnback 3. Local Millage
FINAL SALARY	Salary attached to the rank of the member at time of retirement, based on regularly scheduled work-week.
DEFERRED RETIREMENT OPTION PLAN	This plan has elected to participate in the Deferred Retirement Option Plan effective 01/25/1996. Members who elect to participate have a DROP account that is increased by the monthly amount of their retirement as if they had retired as of the date DROP was elected. Has not elected coverage under Act 1457 of 1999.
RETIREMENT BENEFITS	
Eligibility	20 Years of Service regardless of age.
Benefit	90% of Final Salary, but not less than $4,200. ($1,200/year for volunteer/part-paid). If service exceeds 20 years, the annual benefit is increased by $240 for each year over 20, up to $1,200/year extra. ($120 for each year over 20 up to $600/year for volunteer/part-paid). If service is more than 25 years, member receives an extra 1.25% (for each year over 25) of Final Salary, payable once the retiree reaches age 60. The benefit cannot exceed 100% of Final Salary.

EXHIBIT 6 (Continued)

DEATH BENEFITS

Eligibility

Death before 20 Years of Service not occurring while performing work in gainful employment outside the fire department, or death after 20 years.

Benefit

1. Widow receives same amount as member is receiving or eligible for.

2. Each child under age 19 receives $1,500/year. ($300/year for volunteer/part-paid). If no surviving spouse, child receives spouse's benefit to age 19.

DISABILITY BENEFITS

Eligibility

Permanent physical or mental disability not acquired while performing work in gainful employment outside the fire department.

Benefit

Full Paid Non-duty disability

Retirement benefit but not less than $4,200/year.

Full Paid Duty related disability

Retirement benefit but not less than 65% of Final Salary and not less than $4,200/year.

Volunteer/Part-Paid:

Computed as voluntary retirement benefit

EXHIBIT 6 (Continued)

	CHANGES IN BENEFITS
December 6, 1996	Based on Cash Flow Valuation, increase from 50% base to 65% base benefit. Volunteers to $55 base.
June 6, 2001	Based on Cash Flow Valuation, increase from 65% base to 90% base benefit.
November 20, 2003	Temporary 3% Compound COLA for 3 years. Extend DROP to 10 years.
January 4, 2007	NO benefit increases available based on Cash Flow Valuation.

EXHIBIT 7

ACTUARIAL METHODS AND ASSUMPTIONS

The assumptions for this valuation have been selected in accordance with Actuarial Standards of Practice No. 27.The asset valuation method is prescribed in Arkansas Code Annotated 24-11-207. This prescribed asset valuation method directly impacts the investment return assumption. The assumed salary growth is restricted by A.C.A. 24-11-205 in relation to the investment return assumption.

ACTUARIAL COST METHOD

The "entry age normal" cost method has been used.

PRE-RETIREMENT MORTALITY

Deaths have been projected on the basis of the 1983 Group Annuity Table for Males, set back five years for females. Mortality rates at a few sample ages are:

Age	Mortality rate per 1,000
25	0.464
35	0.860
45	2.183
55	6.131

POST RETIREMENT MORTALITY

The 1983 Group Annuity Mortality Table was used. For females, the male table was used with a five-year setback. The life expectancy according to this table is as follows:

Age	Males	Females
55	24.87	29.23
65	16.74	20.68

MORTALITY BASIS AND PROJECTION

The mortality assumptions do not include a projection for mortality improvement. These rates were chosen after an experience study for 2007-2012. No projection was deemed necessary at this time since the recent experience study did not show significant improvement over an experience study for 2000-2006 deaths.

The 1971 Group Annuity Table for Males, set back five years for females was used before the 12/31/2007 Valuation.

VOLUNTARY TERMINATIONS

Annual termination rates at a few sample ages are:

Age	Termination rate per 1,000
20	40
25	35
30	29
35	15
40	6
45	5
50	5
55	5

EXHIBIT 7 (continued)

When a person had less than 4 years of service, we assumed that his chances of voluntary termination were a multiple of thereafter rates, with the following multiples being used:

1st year	2.85
2nd year	2.00
3rd year	1.50
4th year	1.15

ASSUMED DISCOUNT RATE

5.0%

The reports for the valuations as of 12/31/2009 through 12/31/2012 were completed using an assumed discount rate of 5%.

A study of the returns of all fire and police plans was made of the 2006-2012 experience. The components and variations of appropriate portfolios were also reviewed. The Pension Review Board determined that for comparison with previous years and with other similar plans that a single discount assumption of 5% should be used.

DISABILITIES

We continued the disability rates used in prior reports. Disability rates at a few sample ages are:

Age	Disability rate per 1,000
20	0.8
25	0.8
30	0.8
35	0.8
40	2.0
45	2.6
50	4.9
55	8.9
60	14.1

One third of the disabilities were assumed to be service related.

For mortality after disability, we assumed rates based on the Eleventh Actuarial Valuation of the Railroad Retirement System, for occupational disabilities

EXHIBIT 7 (continued)

SALARY GROWTH

We have used the salary scale used in prior reports. Annual assumed growth at a few sample ages is:

	ANNUAL SALARY INCREASE		
Age	Base	Merit	Total
20	4.0%	4.0%	8.0%
25	4.0%	3.2%	7.2%
30	4.0%	2.8%	6.8%
35	4.0%	2.5%	6.5%
40	4.0%	2.2%	6.2%
45	4.0%	1.7%	5.7%
50	4.0%	1.2%	5.2%
55	4.0%	0.7%	4.7%
60	4.0%	0.2%	4.2%

EXPECTED RETIREMENT AND DROP PATTERN

Since the plan allows full benefits at ages younger than the traditional "65", an assumption that will have an important impact is what percentage of people who are eligible for this early retirement will actually take advantage of it.

This will depend on intangible things such as the economy, health, financial ability to retire, Social Security eligibility, and work patterns. Based on recent experience, we are using the following assumed rates:

	Retirement rate per 1,000	
Age	Retirement	DROP
40-59	100	200
60+	1,000	0

Note: A member was assumed to be eligible for retirement or DROP after attaining age 40 with 20 years of service. It is also assumed that twice the normal number will retire or elect DROP in the first year of eligibility.

EXHIBIT 7 (continued)

RETIREMENT PATTERN AFTER ELECTION OF DROP

Once a person is on DROP (Deferred Retirement Option Program), they were assumed to retire from the department as follows:

Years on DROP	Retirement rate per 1,000
1	100
2	200
3	200
4	300
5 or more	1,000

EXHIBIT 7 (continued)

INCOME RELATED ASSUMPTIONS

LOCAL MILLAGE	The local millage was assumed to produce $525,000 in income per year increasing 1% per year. This amount averaged about $515,000 over the past five years and has grown about 8% (about 1.5% per year) over the last five years. The 1% future assumption is based on long term real estate projections tempered by recent results.
CITY CONTRIBUTION	The City's matching contribution was assumed to be 6% of covered payroll.
PREMIUM TAX	The actual insurance premium tax turnback of $221,178 (which includes additional allocation) was used for 2015. Act 979 of 2011 significantly changed the formula for allocation of premium taxes, though the amounts allocated under the new formula should be more stable as time passes.
INVESTMENT SIMULATIONS	The investment simulations were based on the actual portfolio of the plan as of December 31, 2014 and the projected portfolio anticipated by the investment policy. The simulations are based on the American Academy of Actuaries 2006 paper, "Construction and Use of Pre-packaged Scenarios". The pre-packaged scenarios were in general categories that we used. Money Market (MM) includes cash and money market instruments. Government (Gov) and Corporate (Corp) are intermediate term high quality bonds. There is a category for Large capitalization (LCap) and small capitalization (SCap) US stocks. The Mid Cap stocks in the portfolio were equally split between LCap and SCap. The international (Intl) stocks are also included.

EXHIBIT 7 (continued)

IMCOME RELATED ASSUMPTIONS

Portfolio makeup - current and projected - Fayetteville Fire from 12/31/2014

	MM	Gov	RE	Corp	LCap	SCap	Intl	Total
12/31/2014	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2015	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2016	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2017	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2018	5.50%	8.50%	0.00%	22.00%	48.00%	12.50%	3.50%	100.00%
12/31/2019	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2020	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2021	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2022	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2023	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2024	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2025	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2026	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2027	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2028	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2029	7.50%	10.00%	0.00%	25.00%	45.00%	10.00%	2.50%	100.00%
12/31/2030	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2031	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2032	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2033	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2034	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2035	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2036	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2037	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2038	10.00%	15.00%	0.00%	30.00%	35.00%	10.00%	0.00%	100.00%
12/31/2039	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2040	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2041	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2042	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%
12/31/2043	10.00%	20.00%	0.00%	40.00%	25.00%	5.00%	0.00%	100.00%

APPENDIX A

PROJECTION DETAILS – LOCAL PLAN

Scenario A
Local Plan Projection - 1% Millage growth, Additional Contributions To Cover Benefit Payments

Fayetteville Fire Pension Fund
Details of Local Plan Projections from 1/1/2015

					Projection of MVA under Local Plan Assumptions, 5% Investment Income									First Year	
Year	Valuation Date	Present Val Benefits Old Plan Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage inc 1.00%	Premium Taxes	Additional to cover Payments	Voluntary Additional 0	Expected Benefits	Expected Investment Income 5%	MVA at EoY	Expected City Sources	Expected LOPFI Contribution	Additional Contribution for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	530,250	207,470	0	0	-1,335,052	184,280	3,571,208	737,720	543,431	0
2	12/31/2016	17,065,275	3,571,208	13,494,067	3,571,208	535,553	207,641	0	0	-1,325,172	164,011	3,153,241	743,194	549,062	0
3	12/31/2017	16,555,109	3,153,241	13,401,868	3,153,241	540,908	208,306	0	0	-1,313,820	143,547	2,732,182	749,214	554,970	0
4	12/31/2018	16,031,115	2,732,182	13,298,933	2,732,182	546,317	208,957	0	0	-1,301,050	122,965	2,309,371	755,274	560,315	0
5	12/31/2019	15,494,060	2,309,371	13,184,689	2,309,371	551,780	209,555	0	0	-1,286,874	102,330	1,886,163	761,335	565,012	0
6	12/31/2020	14,944,738	1,886,163	13,058,575	1,886,163	557,298	210,076	0	0	-1,271,232	81,712	1,464,016	767,374	569,002	0
7	12/31/2021	14,384,042	1,464,016	12,920,026	1,464,016	562,871	210,494	0	0	-1,254,038	61,184	1,044,528	773,365	572,228	0
8	12/31/2022	13,813,003	1,044,528	12,768,475	1,044,528	568,500	210,781	0	0	-1,235,235	40,828	629,401	779,281	574,629	0
9	12/31/2023	13,232,757	629,401	12,603,356	629,401	574,185	210,904	0	0	-1,214,725	20,729	220,495	785,089	576,146	0
10	12/31/2024	12,644,602	220,495	12,424,107	220,495	579,927	210,826	181,140	0	-1,192,387	984	984	971,892	576,719	0
11	12/31/2025	12,050,021	984	12,049,037	984	585,726	210,510	370,903	0	-1,168,123	-9,248	-9,248	1,167,139	576,288	0
12	12/31/2026	11,450,675	-9,248	11,459,923	-9,248	591,583	209,911	349,605	0	-1,141,852	-8,971	-8,971	1,151,100	564,288	0
13	12/31/2027	10,848,393	-8,971	10,857,364	-8,971	597,499	208,982	316,036	0	-1,113,545	-8,125	-8,125	1,122,517	539,638	0
14	12/31/2028	10,245,119	-8,125	10,253,244	-8,125	603,474	207,671	280,068	0	-1,083,087	-7,205	-7,205	1,091,213	513,942	0
15	12/31/2029	9,643,019	-7,205	9,650,224	-7,205	609,509	205,922	242,212	0	-1,050,438	-6,235	-6,235	1,057,643	487,864	0
16	12/31/2030	9,044,406	-6,235	9,050,641	-6,235	615,604	203,676	202,678		-1,015,723	-5,223	-5,223	1,021,958	461,535	0
17	12/31/2031	8,451,580	-5,223	8,456,802	-5,223	621,760	200,871	161,560		-978,968	-4,170	-4,170	984,191	435,068	0
18	12/31/2032	7,866,928	-4,170	7,871,097	-4,170	627,977	197,440	119,033		-940,281	-3,080	-3,080	944,450	408,579	0
19	12/31/2033	7,292,848	-3,080	7,295,928	-3,080	634,257	193,315	75,375		-899,867	-1,961	-1,961	902,947	382,187	0
20	12/31/2034	6,731,644	-1,961	6,733,605	-1,961	640,600	188,426	30,859		-857,923	-820	-820	859,884	356,018	0
21	12/31/2035	6,185,535	-820	6,186,355	-820	647,006	182,700	0		-814,728	333	14,490	829,706	330,194	0
22	12/31/2036	5,656,562	14,490	5,642,072	14,490	653,476	176,065	0		-770,492	2,201	75,739	829,541	304,835	0
23	12/31/2037	5,146,654	75,739	5,070,915	75,739	660,011	168,446	0		-725,426	6,363	185,132	828,457	279,235	0
24	12/31/2038	4,657,617	185,132	4,472,485	185,132	666,611	159,771	0		-679,845	12,920	344,589	826,382	251,659	0
25	12/31/2039	4,191,026	344,589	3,846,437	344,589	673,277	149,966	0		-633,971	21,961	555,823	823,243	222,086	0

Scenario B
Local Plan Projection - 2% Millage growth, Additional Contributions To Cover Benefit Payments

Fayetteville Fire Pension Fund
Details of Local Plan Projections from 1/1/2015

					Projection of MVA under Local Plan Assumptions, 5% Investment Income									First Year	
Year	Valuation Date	Present Val Benefits Old Plan Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage inc 2.00%	Premium Taxes	Additional to cover Payments	Voluntary Additional 0	Expected Benefits	Expected Investment Income 5%	MVA at EoY	Expected City Sources	Expected LOPFI Contribution	Additional Contribution for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	535,500	207,470	0	0	-1,335,052	184,411	3,576,589	742,970	543,431	0
2	12/31/2016	17,065,275	3,576,589	13,488,685	3,576,589	546,210	207,641	0	0	-1,325,172	164,546	3,169,815	753,851	549,062	0
3	12/31/2017	16,555,109	3,169,815	13,385,294	3,169,815	557,134	208,306	0	0	-1,313,820	144,781	2,766,217	765,440	554,658	0
4	12/31/2018	16,031,115	2,766,217	13,264,899	2,766,217	568,277	208,957	0	0	-1,301,050	125,215	2,367,616	777,234	559,354	0
5	12/31/2019	15,494,060	2,367,616	13,126,444	2,367,616	579,642	209,555	0	0	-1,286,874	105,939	1,975,879	789,197	563,038	0
6	12/31/2020	14,944,738	1,975,879	12,968,859	1,975,879	591,235	210,076	0	0	-1,271,232	87,046	1,593,004	801,311	565,625	0
7	12/31/2021	14,384,042	1,593,004	12,791,038	1,593,004	603,060	210,494	0	0	-1,254,038	68,638	1,221,158	813,554	567,025	0
8	12/31/2022	13,813,003	1,221,158	12,591,844	1,221,158	615,121	210,781	0	0	-1,235,235	50,825	862,650	825,902	567,150	0
9	12/31/2023	13,232,757	862,650	12,370,107	862,650	627,424	210,904	0	0	-1,214,725	33,723	519,976	838,328	565,904	0
10	12/31/2024	12,644,602	519,976	12,124,626	519,976	639,972	210,826	0	0	-1,192,387	17,459	195,846	850,798	563,194	0
11	12/31/2025	12,050,021	195,846	11,854,175	195,846	652,772	210,510	108,995	0	-1,168,123	2,171	2,171	972,277	558,922	0
12	12/31/2026	11,450,675	2,171	11,448,504	2,171	665,827	209,911	263,942	0	-1,141,852	-6,544	-6,544	1,139,680	552,989	0
13	12/31/2027	10,848,393	-6,544	10,854,937	-6,544	679,143	208,982	231,964	0	-1,113,545	-5,963	-5,963	1,120,090	538,976	0
14	12/31/2028	10,245,119	-5,963	10,251,082	-5,963	692,726	207,671	188,653	0	-1,083,087	-4,865	-4,865	1,089,050	513,801	0
15	12/31/2029	9,643,019	-4,865	9,647,884	-4,865	706,581	205,922	142,801	0	-1,050,438	-3,692	-3,692	1,055,304	487,739	0
16	12/31/2030	9,044,406	-3,692	9,048,097	-3,692	720,712	203,676	95,026	0	-1,015,723	-2,468	-2,468	1,019,414	461,399	0
17	12/31/2031	8,451,580	-2,468	8,454,048	-2,468	735,127	200,871	45,439	0	-978,968	-1,198	-1,198	981,436	434,921	0
18	12/31/2032	7,866,928	-1,198	7,868,125	-1,198	749,829	197,440	0	0	-940,281	115	5,906	947,269	408,419	0
19	12/31/2033	7,292,848	5,906	7,286,942	5,906	764,826	193,315	0	0	-899,867	1,752	65,932	958,141	382,014	0
20	12/31/2034	6,731,644	65,932	6,665,712	65,932	780,122	188,426	0	0	-857,923	6,062	182,619	968,548	355,497	0
21	12/31/2035	6,185,535	182,619	6,002,916	182,619	795,725	182,700	0	0	-814,728	13,223	359,539	978,425	326,257	0
22	12/31/2036	5,656,562	359,539	5,297,023	359,539	811,639	176,065	0	0	-770,492	23,407	600,158	987,704	294,198	0
23	12/31/2037	5,146,654	600,158	4,546,496	600,158	827,872	168,446	0	0	-725,426	36,780	907,830	996,318	259,227	0
24	12/31/2038	4,657,617	907,830	3,749,787	907,830	844,430	159,771	0	0	-679,845	53,500	1,285,686	1,004,201	221,251	0
25	12/31/2039	4,191,026	1,285,686	2,905,340	1,285,686	861,318	149,966	0	0	-633,971	73,717	1,736,717	1,011,284	180,180	0

Scenario C
Local Plan Projection - 1% Millage growth, Additional Contributions To Reduce Risk of Ruin

Fayetteville Fire Pension Fund
Details of Local Plan Projections from 1/1/2015

					Projection of MVA under Local Plan Assumptions, 5% Investment Income									First Year	
Year	Valuation Date	Present Val Benefits Old Plan Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage inc 1.00%	Premium Taxes	Additional to cover Payments	Voluntary Additional 150,000	Expected Benefits	Expected Investment Income 5%	MVA at EoY	Expected City Sources	Expected LOPFI Contribution	Additional Contribution for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	530,250	207,470	0	150,000	-1,335,052	188,030	3,724,958	737,720	543,431	0
2	12/31/2016	17,065,275	3,724,958	13,340,317	3,724,958	535,553	207,641	0	150,000	-1,325,172	175,448	3,468,428	743,194	549,062	0
3	12/31/2017	16,555,109	3,468,428	13,086,681	3,468,428	540,908	208,306	0	150,000	-1,313,820	163,056	3,216,879	749,214	546,055	0
4	12/31/2018	16,031,115	3,216,879	12,814,236	3,216,879	546,317	208,957	0	150,000	-1,301,050	150,950	2,972,053	755,274	542,039	0
5	12/31/2019	15,494,060	2,972,053	12,522,007	2,972,053	551,780	209,555	0	150,000	-1,286,874	139,214	2,735,729	761,335	536,906	0
6	12/31/2020	14,944,738	2,735,729	12,209,009	2,735,729	557,298	210,076	0	150,000	-1,271,232	127,940	2,509,810	767,374	530,576	0
7	12/31/2021	14,384,042	2,509,810	11,874,232	2,509,810	562,871	210,494	0	150,000	-1,254,038	117,224	2,296,361	773,365	522,965	0
8	12/31/2022	13,813,003	2,296,361	11,516,641	2,296,361	568,500	210,781	0	150,000	-1,235,235	107,169	2,097,577	779,281	513,988	0
9	12/31/2023	13,232,757	2,097,577	11,135,180	2,097,577	574,185	210,904	0	150,000	-1,214,725	97,888	1,915,829	785,089	503,558	0
10	12/31/2024	12,644,602	1,915,829	10,728,773	1,915,829	579,927	210,826	0	150,000	-1,192,387	89,501	1,753,695	790,753	491,586	0
11	12/31/2025	12,050,021	1,753,695	10,296,326	1,753,695	585,726	210,510	0	150,000	-1,168,123	82,138	1,613,946	796,236	477,983	0
12	12/31/2026	11,450,675	1,613,946	9,836,730	1,613,946	591,583	209,911	0	150,000	-1,141,852	75,938	1,499,527	801,494	462,657	0
13	12/31/2027	10,848,393	1,499,527	9,348,866	1,499,527	597,499	208,982	0	150,000	-1,113,545	71,050	1,413,512	806,481	445,516	0
14	12/31/2028	10,245,119	1,413,512	8,831,607	1,413,512	603,474	207,671	0	150,000	-1,083,087	67,627	1,359,196	811,145	426,471	0
15	12/31/2029	9,643,019	1,359,196	8,283,823	1,359,196	609,509	205,922	0	150,000	-1,050,438	65,835	1,340,023	815,431	405,430	0
16	12/31/2030	9,044,406	1,340,023	7,704,382	1,340,023	615,604	203,676	0	150,000	-1,015,723	65,840	1,359,421	819,280	382,304	0
17	12/31/2031	8,451,580	1,359,421	7,092,159	1,359,421	621,760	200,871	0	150,000	-978,968	67,813	1,420,896	822,631	357,005	0
18	12/31/2032	7,866,928	1,420,896	6,446,032	1,420,896	627,977	197,440	0	150,000	-940,281	71,923	1,527,956	825,417	329,449	0
19	12/31/2033	7,292,848	1,527,956	5,764,892	1,527,956	634,257	193,315	0	150,000	-899,867	78,340	1,684,001	827,572	299,554	0
20	12/31/2034	6,731,644	1,684,001	5,047,643	1,684,001	640,600	188,426	0	150,000	-857,923	87,228	1,892,332	829,026	267,240	0
21	12/31/2035	6,185,535	1,892,332	4,293,203	1,892,332	647,006	182,700	0	150,000	-814,728	98,741	2,156,050	829,706	232,432	0
22	12/31/2036	5,656,562	2,156,050	3,500,512	2,156,050	653,476	176,065	0	150,000	-770,492	113,029	2,478,127	829,541	195,060	0
23	12/31/2037	5,146,654	2,478,127	2,668,527	2,478,127	660,011	168,446	0	150,000	-725,426	130,232	2,861,389	828,457	155,056	0
24	12/31/2038	4,657,617	2,861,389	1,796,228	2,861,389	666,611	159,771	0	150,000	-679,845	150,483	3,308,409	826,382	112,356	0
25	12/31/2039	4,191,026	3,308,409	882,617	3,308,409	673,277	149,966	0	150,000	-633,971	173,902	3,821,584	823,243	66,902	0

Scenario D

Local Plan Projection - 1% Millage growth, Additional Contributions To Reduce Risk of Ruin

Fayetteville Fire Pension Fund

Details of Local Plan Projections from 1/1/2015

					Projection of MVA under Local Plan Assumptions, 5% Investment Income									First Year	
Year	Valuation Date	Present Val Benefits Old Plan Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage inc 1.00%	Premium Taxes	Additional to cover Payments	Voluntary Additional 200,000	Expected Benefits	Expected Investment Income 5%	MVA at EoY	Expected City Sources	Expected LOPFI Contribution	Additional Contribution for LOPFI
0	12/31/2014	18,040,985	4,377,557	13,663,428	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260			
1	12/31/2015	17,560,828	3,984,260	13,576,568	3,984,260	530,250	207,470	0	200,000	-1,335,052	189,280	3,776,208	737,720	543,431	0
2	12/31/2016	17,065,275	3,776,208	13,289,067	3,776,208	535,553	207,641	0	200,000	-1,325,172	179,261	3,573,491	743,194	549,062	0
3	12/31/2017	16,555,109	3,573,491	12,981,618	3,573,491	540,908	208,306	0	200,000	-1,313,820	169,559	3,378,444	749,214	543,083	0
4	12/31/2018	16,031,115	3,378,444	12,652,671	3,378,444	546,317	208,957	0	200,000	-1,301,050	160,278	3,192,947	755,274	535,947	0
5	12/31/2019	15,494,060	3,192,947	12,301,114	3,192,947	551,780	209,555	0	200,000	-1,286,874	151,509	3,018,917	761,335	527,538	0
6	12/31/2020	14,944,738	3,018,917	11,925,821	3,018,917	557,298	210,076	0	200,000	-1,271,232	143,349	2,858,409	767,374	517,768	0
7	12/31/2021	14,384,042	2,858,409	11,525,634	2,858,409	562,871	210,494	0	200,000	-1,254,038	135,904	2,713,639	773,365	506,544	0
8	12/31/2022	13,813,003	2,713,639	11,099,363	2,713,639	568,500	210,781	0	200,000	-1,235,235	129,283	2,586,969	779,281	493,775	0
9	12/31/2023	13,232,757	2,586,969	10,645,789	2,586,969	574,185	210,904	0	200,000	-1,214,725	123,608	2,480,940	785,089	479,362	0
10	12/31/2024	12,644,602	2,480,940	10,163,661	2,480,940	579,927	210,826	0	200,000	-1,192,387	119,006	2,398,312	790,753	463,209	0
11	12/31/2025	12,050,021	2,398,312	9,651,709	2,398,312	585,726	210,510	0	200,000	-1,168,123	115,618	2,342,044	796,236	445,215	0
12	12/31/2026	11,450,675	2,342,044	9,108,632	2,342,044	591,583	209,911	0	200,000	-1,141,852	113,593	2,315,279	801,494	425,278	0
13	12/31/2027	10,848,393	2,315,279	8,533,113	2,315,279	597,499	208,982	0	200,000	-1,113,545	113,087	2,321,302	806,481	403,297	0
14	12/31/2028	10,245,119	2,321,302	7,923,817	2,321,302	603,474	207,671	0	200,000	-1,083,087	114,267	2,363,626	811,145	379,169	0
15	12/31/2029	9,643,019	2,363,626	7,279,393	2,363,626	609,509	205,922	0	200,000	-1,050,438	117,306	2,445,925	815,431	352,791	0
16	12/31/2030	9,044,406	2,445,925	6,598,481	2,445,925	615,604	203,676	0		-1,015,723	117,385	2,366,867	819,280	324,061	0
17	12/31/2031	8,451,580	2,366,867	6,084,712	2,366,867	621,760	200,871	0		-978,968	114,435	2,324,965	822,631	292,879	0
18	12/31/2032	7,866,928	2,324,965	5,541,963	2,324,965	627,977	197,440	0		-940,281	113,377	2,323,478	825,417	271,032	0
19	12/31/2033	7,292,848	2,323,478	4,969,370	2,323,478	634,257	193,315	0		-899,867	114,367	2,365,550	827,572	247,131	0
20	12/31/2034	6,731,644	2,365,550	4,366,094	2,365,550	640,600	188,426	0		-857,923	117,555	2,454,207	829,026	221,111	0
21	12/31/2035	6,185,535	2,454,207	3,731,328	2,454,207	647,006	182,700	0		-814,728	123,085	2,592,270	829,706	192,913	0
22	12/31/2036	5,656,562	2,592,270	3,064,293	2,592,270	653,476	176,065	0		-770,492	131,090	2,782,408	829,541	162,479	0
23	12/31/2037	5,146,654	2,782,408	2,364,246	2,782,408	660,011	168,446	0		-725,426	141,696	3,027,134	828,457	129,761	0
24	12/31/2038	4,657,617	3,027,134	1,630,483	3,027,134	666,611	159,771	0		-679,845	155,020	3,328,691	826,382	94,712	0
25	12/31/2039	4,191,026	3,328,691	862,335	3,328,691	673,277	149,966	0		-633,971	171,166	3,689,129	823,243	57,291	0

APPENDIX B

PROJECTION DETAILS – LOPFI ADMINISTRATION

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 3.00%	Premium Taxes	Voluntary Additional 0	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	540,750	207,470	0	0	-1,335,052	295,268	3,692,696	748,220	543,4
13,142,065	3,692,696	9,449,370	3,692,696	556,973	207,641	0	0	-1,325,172	272,993	3,405,131	764,614	564,5
12,816,272	3,405,131	9,411,141	3,405,131	573,682	208,306	0	0	-1,313,820	251,137	3,124,436	781,988	580,2
12,476,212	3,124,436	9,351,776	3,124,436	590,892	208,957	0	0	-1,301,050	229,907	2,853,142	799,849	596,2
12,122,219	2,853,142	9,269,076	2,853,142	608,619	209,555	0	0	-1,286,874	209,503	2,593,946	818,174	612,5
11,754,638	2,593,946	9,160,692	2,593,946	626,877	210,076	0	0	-1,271,232	190,145	2,349,812	836,953	629,0
11,373,905	2,349,812	9,024,094	2,349,812	645,684	210,494	0	0	-1,254,038	172,071	2,124,022	856,178	645,7
10,980,583	2,124,022	8,856,561	2,124,022	665,054	210,781	0	0	-1,235,235	155,546	1,920,169	875,835	662,5
10,575,337	1,920,169	8,655,168	1,920,169	685,006	210,904	0	0	-1,214,725	140,861	1,742,215	895,910	679,2
10,158,985	1,742,215	8,416,770	1,742,215	705,556	210,826	0	0	-1,192,387	128,337	1,594,547	916,382	695,7
9,732,539	1,594,547	8,137,991	1,594,547	726,723	210,510	0	0	-1,168,123	118,328	1,481,985	937,233	711,8
9,297,193	1,481,985	7,815,208	1,481,985	748,524	209,911	0	0	-1,141,852	111,222	1,409,791	958,435	727,4
8,854,321	1,409,791	7,444,530	1,409,791	770,980	208,982	0	0	-1,113,545	107,440	1,383,648	979,962	741,9
8,405,437	1,383,648	7,021,789	1,383,648	794,110	207,671	0	0	-1,083,087	107,440	1,409,781	1,001,781	755,1
7,952,294	1,409,781	6,542,513	1,409,781	817,933	205,922	0	0	-1,050,438	111,719	1,494,917	1,023,855	766,2
7,496,830	1,494,917	6,001,914	1,494,917	842,471	203,676	0	0	-1,015,723	120,810	1,646,151	1,046,147	774,4
7,041,007	1,646,151	5,394,856	1,646,151	867,745	200,871	0	0	-978,968	135,278	1,871,077	1,068,616	778,3
6,586,913	1,871,077	4,715,837	1,871,077	893,777	197,440	0	0	-940,281	155,724	2,177,737	1,091,217	775,9
6,136,698	2,177,737	3,958,961	2,177,737	920,591	193,315	0	0	-899,867	182,781	2,574,556	1,113,906	764,2
5,692,465	2,574,556	3,117,909	2,574,556	948,208	188,426	0	0	-857,923	217,113	3,070,381	1,136,634	737,9
5,256,282	3,070,381	2,185,902	3,070,381	976,655	182,700	0	0	-814,728	259,415	3,674,422	1,159,355	687,4
4,830,094	3,674,422	1,155,672	3,674,422	1,005,954	176,065	0	0	-770,492	310,415	4,396,364	1,182,019	593,7
4,415,782	4,396,364	19,418	4,396,364	1,036,133	168,446	0	0	-725,426	370,875	5,246,392	1,204,579	412,5
4,015,160	5,246,392	-1,231,232	5,246,392	1,067,217	159,771	0	0	-679,845	441,597	6,235,132	1,226,988	10,2
3,629,857	6,235,132	-2,605,275	6,235,132	1,099,233	149,966	0	0	-633,971	523,420	7,373,780	1,249,199	

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 2.00%	Premium Taxes	Voluntary Additional 0	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	535,500	207,470	0	0	-1,335,052	295,058	3,687,236	742,970	543,4
13,142,065	3,687,236	9,454,830	3,687,236	546,210	207,641	0	0	-1,325,172	272,126	3,388,041	753,851	564,5
12,816,272	3,388,041	9,428,231	3,388,041	557,134	208,306	0	0	-1,313,820	249,108	3,088,770	765,440	580,5
12,476,212	3,088,770	9,387,442	3,088,770	568,277	208,957	0	0	-1,301,050	226,149	2,791,103	777,234	597,3
12,122,219	2,791,103	9,331,116	2,791,103	579,642	209,555	0	0	-1,286,874	203,381	2,496,808	789,197	614,8
11,754,638	2,496,808	9,257,830	2,496,808	591,235	210,076	0	0	-1,271,232	180,948	2,207,835	801,311	633,2
11,373,905	2,207,835	9,166,071	2,207,835	603,060	210,494	0	0	-1,254,038	159,007	1,926,358	813,554	652,6
10,980,583	1,926,358	9,054,225	1,926,358	615,121	210,781	0	0	-1,235,235	137,735	1,654,761	825,902	672,9
10,575,337	1,654,761	8,920,575	1,654,761	627,424	210,904	0	0	-1,214,725	117,325	1,395,689	838,328	694,3
10,158,985	1,395,689	8,763,296	1,395,689	639,972	210,826	0	0	-1,192,387	97,992	1,152,092	850,798	717,0
9,732,539	1,152,092	8,580,447	1,152,092	652,772	210,510	0	0	-1,168,123	79,974	927,224	863,282	741,1
9,297,193	927,224	8,369,969	927,224	665,827	209,911	0	0	-1,141,852	63,533	724,644	875,738	766,9
8,854,321	724,644	8,129,677	724,644	679,143	208,982	0	0	-1,113,545	48,955	548,179	888,125	794,6
8,405,437	548,179	7,857,258	548,179	692,726	207,671	0	0	-1,083,087	36,547	402,035	900,397	824,6
7,952,294	402,035	7,550,259	402,035	706,581	205,922	0	0	-1,050,438	26,645	290,745	912,503	857,4
7,496,830	290,745	7,206,085	290,745	720,712	203,676	0	0	-1,015,723	19,606	219,018	924,388	893,7
7,041,007	219,018	6,821,989	219,018	735,127	200,871	0	0	-978,968	15,803	191,850	935,998	934,4
6,586,913	191,850	6,395,064	191,850	749,829	197,440	0	34,002	-940,281	16,988	249,828	947,269	981,2
6,136,698	249,828	5,886,871	249,828	764,826	193,315	0	78,273	-899,867	25,448	411,823	958,141	1,036,4
5,692,465	411,823	5,280,642	411,823	780,122	188,426	0	128,704	-857,923	42,519	693,671	968,548	1,097,2
5,256,282	693,671	4,562,612	693,671	795,725	182,700	0	185,822	-814,728	69,474	1,112,664	978,425	1,164,2
4,830,094	1,112,664	3,717,431	1,112,664	811,639	176,065	0	251,679	-770,492	107,769	1,689,323	987,704	1,239,3
4,415,782	1,689,323	2,726,459	1,689,323	827,872	168,446	0	330,666	-725,426	159,208	2,450,089	996,318	1,326,9
4,015,160	2,450,089	1,565,071	2,450,089	844,430	159,771	0	434,510	-679,845	226,362	3,435,317	1,004,201	1,438,7
3,629,857	3,435,317	194,540	3,435,317	861,318	149,966	0	616,390	-633,971	314,573	4,743,593	1,011,284	1,627,6

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 2.00%	Premium Taxes	Voluntary Additional 30,000	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	535,500	207,470	30,000	0	-1,335,052	295,058	3,717,236	772,970	543,4
13,142,065	3,717,236	9,424,830	3,717,236	546,210	207,641	30,000	0	-1,325,172	274,526	3,450,441	783,851	564,5
12,816,272	3,450,441	9,365,831	3,450,441	557,134	208,306	30,000	0	-1,313,820	254,100	3,186,162	795,440	578,7
12,476,212	3,186,162	9,290,050	3,186,162	568,277	208,957	30,000	0	-1,301,050	233,940	2,926,286	807,234	593,3
12,122,219	2,926,286	9,195,932	2,926,286	579,642	209,555	30,000	0	-1,286,874	214,196	2,672,806	819,197	608,5
11,754,638	2,672,806	9,081,832	2,672,806	591,235	210,076	30,000	0	-1,271,232	195,028	2,427,913	831,311	624,1
11,373,905	2,427,913	8,945,993	2,427,913	603,060	210,494	30,000	0	-1,254,038	176,614	2,194,042	843,554	640,1
10,980,583	2,194,042	8,786,541	2,194,042	615,121	210,781	30,000	0	-1,235,235	159,150	1,973,860	855,902	656,7
10,575,337	1,973,860	8,601,477	1,973,860	627,424	210,904	30,000	0	-1,214,725	142,853	1,770,316	868,328	673,8
10,158,985	1,770,316	8,388,669	1,770,316	639,972	210,826	30,000	0	-1,192,387	127,962	1,586,689	880,798	691,4
9,732,539	1,586,689	8,145,850	1,586,689	652,772	210,510	30,000	0	-1,168,123	114,741	1,426,589	893,282	709,5
9,297,193	1,426,589	7,870,604	1,426,589	665,827	209,911	30,000	0	-1,141,852	103,483	1,293,958	905,738	728,1
8,854,321	1,293,958	7,560,364	1,293,958	679,143	208,982	30,000	0	-1,113,545	94,500	1,193,038	918,125	747,2
8,405,437	1,193,038	7,212,399	1,193,038	692,726	207,671	30,000	0	-1,083,087	88,135	1,128,483	930,397	766,9
7,952,294	1,128,483	6,823,811	1,128,483	706,581	205,922	30,000	0	-1,050,438	84,761	1,105,309	942,503	787,0
7,496,830	1,105,309	6,391,521	1,105,309	720,712	203,676	30,000	0	-1,015,723	84,771	1,128,746	954,388	807,7
7,041,007	1,128,746	5,912,261	1,128,746	735,127	200,871	30,000	0	-978,968	88,581	1,204,356	965,998	828,8
6,586,913	1,204,356	5,382,557	1,204,356	749,829	197,440	30,000	0	-940,281	96,628	1,337,973	977,269	850,4
6,136,698	1,337,973	4,798,725	1,337,973	764,826	193,315	30,000	0	-899,867	109,369	1,535,615	988,141	872,3
5,692,465	1,535,615	4,156,849	1,535,615	780,122	188,426	30,000	0	-857,923	127,274	1,803,515	998,548	894,4
5,256,282	1,803,515	3,452,767	1,803,515	795,725	182,700	30,000	0	-814,728	150,829	2,148,041	1,008,425	916,4
4,830,094	2,148,041	2,682,054	2,148,041	811,639	176,065	30,000	0	-770,492	180,532	2,575,784	1,017,704	937,9
4,415,782	2,575,784	1,839,998	2,575,784	827,872	168,446	30,000	0	-725,426	216,898	3,093,574	1,026,318	957,3
4,015,160	3,093,574	921,585	3,093,574	844,430	159,771	30,000	0	-679,845	260,460	3,708,390	1,034,201	970,9
3,629,857	3,708,390	-78,533	3,708,390	861,318	149,966	30,000	0	-633,971	311,764	4,427,467	1,041,284	958,4

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 1.00%	Premium Taxes	Voluntary Additional 0	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	530,250	207,470	0	0	-1,335,052	294,848	3,681,776	737,720	543,4
13,142,065	3,681,776	9,460,290	3,681,776	535,553	207,641	0	0	-1,325,172	271,263	3,371,061	743,194	564,5
12,816,272	3,371,061	9,445,211	3,371,061	540,908	208,306	0	0	-1,313,820	247,101	3,053,555	749,214	580,9
12,476,212	3,053,555	9,422,657	3,053,555	546,317	208,957	0	0	-1,301,050	222,453	2,730,233	755,274	598,4
12,122,219	2,730,233	9,391,985	2,730,233	551,780	209,555	0	0	-1,286,874	197,397	2,402,092	761,335	617,1
11,754,638	2,402,092	9,352,546	2,402,092	557,298	210,076	0	0	-1,271,232	172,013	2,070,247	767,374	637,4
11,373,905	2,070,247	9,303,658	2,070,247	562,871	210,494	0	0	-1,254,038	146,393	1,735,967	773,365	659,2
10,980,583	1,735,967	9,244,616	1,735,967	568,500	210,781	0	0	-1,235,235	120,639	1,400,652	779,281	683,0
10,575,337	1,400,652	9,174,684	1,400,652	574,185	210,904	0	0	-1,214,725	94,867	1,065,883	785,089	708,9
10,158,985	1,065,883	9,093,101	1,065,883	579,927	210,826	0	0	-1,192,387	69,205	733,454	790,753	737,4
9,732,539	733,454	8,999,084	733,454	585,726	210,510	0	0	-1,168,123	43,801	405,368	796,236	769,0
9,297,193	405,368	8,891,825	405,368	591,583	209,911	0	2,896	-1,141,852	18,931	86,838	801,494	804,3
8,854,321	86,838	8,767,483	86,838	597,499	208,982	0	37,731	-1,113,545	-3,826	-186,322	806,481	844,2
8,405,437	-186,322	8,591,759	-186,322	603,474	207,671	0	78,206	-1,083,087	-22,655	-402,713	811,145	889,3
7,952,294	-402,713	8,355,008	-402,713	609,509	205,922	0	122,160	-1,050,438	-36,731	-552,292	815,431	937,5
7,496,830	-552,292	8,049,122	-552,292	615,604	203,676	0	169,691	-1,015,723	-45,253	-624,297	819,280	988,9
7,041,007	-624,297	7,665,304	-624,297	621,760	200,871	0	221,186	-978,968	-47,350	-606,799	822,631	1,043,8
6,586,913	-606,799	7,193,712	-606,799	627,977	197,440	0	277,156	-940,281	-42,052	-486,558	825,417	1,102,5
6,136,698	-486,558	6,623,257	-486,558	634,257	193,315	0	338,274	-899,867	-28,285	-248,865	827,572	1,165,8
5,692,465	-248,865	5,941,329	-248,865	640,600	188,426	0	405,481	-857,923	-4,846	122,874	829,026	1,234,5
5,256,282	122,874	5,133,409	122,874	647,006	182,700	0	480,206	-814,728	29,637	647,694	829,706	1,309,9
4,830,094	647,694	4,182,400	647,694	653,476	176,065	0	564,893	-770,492	76,773	1,348,409	829,541	1,394,4
4,415,782	1,348,409	3,067,374	1,348,409	660,011	168,446	0	664,504	-725,426	138,574	2,254,517	828,457	1,492,9
4,015,160	2,254,517	1,760,643	2,254,517	666,611	159,771	0	792,225	-679,845	217,912	3,411,190	826,382	1,618,6
3,629,857	3,411,190	218,667	3,411,190	673,277	149,966	0	1,007,826	-633,971	320,779	4,929,067	823,243	1,831,0

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 25 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 1.00%	Premium Taxes	Voluntary Additional 90,000	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	530,250	207,470	90,000	0	-1,335,052	294,848	3,771,776	827,720	543,4
13,142,065	3,771,776	9,370,290	3,771,776	535,553	207,641	90,000	0	-1,325,172	278,463	3,558,261	833,194	564,5
12,816,272	3,558,261	9,258,011	3,558,261	540,908	208,306	90,000	0	-1,313,820	262,077	3,345,731	839,214	575,3
12,476,212	3,345,731	9,130,481	3,345,731	546,317	208,957	90,000	0	-1,301,050	245,827	3,135,783	845,274	586,5
12,122,219	3,135,783	8,986,435	3,135,783	551,780	209,555	90,000	0	-1,286,874	229,841	2,930,086	851,335	598,0
11,754,638	2,930,086	8,824,551	2,930,086	557,298	210,076	90,000	0	-1,271,232	214,253	2,730,481	857,374	609,8
11,373,905	2,730,481	8,643,425	2,730,481	562,871	210,494	90,000	0	-1,254,038	199,212	2,539,019	863,365	622,0
10,980,583	2,539,019	8,441,564	2,539,019	568,500	210,781	90,000	0	-1,235,235	184,883	2,357,949	869,281	634,5
10,575,337	2,357,949	8,217,388	2,357,949	574,185	210,904	90,000	0	-1,214,725	171,450	2,189,764	875,089	647,3
10,158,985	2,189,764	7,969,221	2,189,764	579,927	210,826	90,000	0	-1,192,387	159,116	2,037,245	880,753	660,5
9,732,539	2,037,245	7,695,294	2,037,245	585,726	210,510	90,000	0	-1,168,123	148,104	1,903,462	886,236	674,0
9,297,193	1,903,462	7,393,731	1,903,462	591,583	209,911	90,000	0	-1,141,852	138,663	1,791,767	891,494	687,8
8,854,321	1,791,767	7,062,554	1,791,767	597,499	208,982	90,000	0	-1,113,545	131,059	1,705,762	896,481	701,9
8,405,437	1,705,762	6,699,675	1,705,762	603,474	207,671	90,000	0	-1,083,087	125,583	1,649,402	901,145	716,4
7,952,294	1,649,402	6,302,892	1,649,402	609,509	205,922	90,000	0	-1,050,438	122,552	1,626,947	905,431	731,1
7,496,830	1,626,947	5,869,883	1,626,947	615,604	203,676	90,000	0	-1,015,723	122,298	1,642,802	909,280	746,0
7,041,007	1,642,802	5,398,205	1,642,802	621,760	200,871	90,000	0	-978,968	125,171	1,701,635	912,631	761,2
6,586,913	1,701,635	4,885,278	1,701,635	627,977	197,440	90,000	0	-940,281	131,536	1,808,308	915,417	776,4
6,136,698	1,808,308	4,328,390	1,808,308	634,257	193,315	90,000	0	-899,867	141,773	1,967,786	917,572	791,7
5,692,465	1,967,786	3,724,679	1,967,786	640,600	188,426	90,000	0	-857,923	156,267	2,185,156	919,026	806,7
5,256,282	2,185,156	3,071,126	2,185,156	647,006	182,700	90,000	0	-814,728	175,412	2,465,545	919,706	821,1
4,830,094	2,465,545	2,364,549	2,465,545	653,476	176,065	90,000	0	-770,492	199,606	2,814,199	919,541	834,2
4,415,782	2,814,199	1,601,584	2,814,199	660,011	168,446	90,000	0	-725,426	229,257	3,236,486	918,457	844,0
4,015,160	3,236,486	778,674	3,236,486	666,611	159,771	90,000	0	-679,845	264,780	3,737,803	916,382	845,1
3,629,857	3,737,803	-107,946	3,737,803	673,277	149,966	90,000	0	-633,971	306,595	4,323,670	913,243	809,8

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 15 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 3.00%	Premium Taxes	Voluntary Additional 0	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	540,750	207,470	0	0	-1,335,052	295,268	3,692,696	748,220	792,6
13,142,065	3,692,696	9,449,370	3,692,696	556,973	207,641	0	81,778	-1,325,172	276,264	3,490,180	764,614	846,3
12,816,272	3,490,180	9,326,091	3,490,180	573,682	208,306	0	115,159	-1,313,820	262,548	3,336,055	781,988	897,1
12,476,212	3,336,055	9,140,157	3,336,055	590,892	208,957	0	146,166	-1,301,050	252,683	3,233,703	799,849	946,0
12,122,219	3,233,703	8,888,516	3,233,703	608,619	209,555	0	179,262	-1,286,874	247,119	3,191,384	818,174	997,4
11,754,638	3,191,384	8,563,254	3,191,384	626,877	210,076	0	215,168	-1,271,232	246,546	3,218,819	836,953	1,052,1
11,373,905	3,218,819	8,155,086	3,218,819	645,684	210,494	0	254,312	-1,254,038	251,764	3,327,035	856,178	1,110,4
10,980,583	3,327,035	7,653,549	3,327,035	665,054	210,781	0	297,188	-1,235,235	263,674	3,528,497	875,835	1,173,0
10,575,337	3,528,497	7,046,839	3,528,497	685,006	210,904	0	344,460	-1,214,725	283,306	3,837,448	895,910	1,240,3
10,158,985	3,837,448	6,321,536	3,837,448	705,556	210,826	0	397,076	-1,192,387	311,839	4,270,358	916,382	1,313,4
9,732,539	4,270,358	5,462,180	4,270,358	726,723	210,510	0	456,505	-1,168,123	350,653	4,846,627	937,233	1,393,7
9,297,193	4,846,627	4,450,566	4,846,627	748,524	209,911	0	525,305	-1,141,852	401,406	5,589,922	958,435	1,483,7
8,854,321	5,589,922	3,264,400	5,589,922	770,980	208,982	0	608,724	-1,113,545	466,199	6,531,262	979,962	1,588,6
8,405,437	6,531,262	1,874,175	6,531,262	794,110	207,671	0	720,793	-1,083,087	548,080	7,718,829	1,001,781	1,722,5
7,952,294	7,718,829	233,466	7,718,829	817,933	205,922	0	925,287	-1,050,438	653,454	9,270,987	1,023,855	1,949,1
7,496,830	9,270,987	-1,774,157	9,270,987	842,471	203,676	0	0	-1,015,723	742,896	10,044,307	1,046,147	
7,041,007	10,044,307	-3,003,300	10,044,307	867,745	200,871	0	0	-978,968	807,130	10,941,085	1,068,616	
6,586,913	10,941,085	-4,354,172	10,941,085	893,777	197,440	0	0	-940,281	881,324	11,973,346	1,091,217	
6,136,698	11,973,346	-5,836,648	11,973,346	920,591	193,315	0	0	-899,867	966,429	13,153,814	1,113,906	
5,692,465	13,153,814	-7,461,349	13,153,814	948,208	188,426	0	0	-857,923	1,063,454	14,495,979	1,136,634	
5,256,282	14,495,979	-9,239,696	14,495,979	976,655	182,700	0	0	-814,728	1,173,463	16,014,068	1,159,355	
4,830,094	16,014,068	-11,183,974	16,014,068	1,005,954	176,065	0	0	-770,492	1,297,587	17,723,182	1,182,019	
4,415,782	17,723,182	-13,307,399	17,723,182	1,036,133	168,446	0	0	-725,426	1,437,021	19,639,355	1,204,579	
4,015,160	19,639,355	-15,624,195	19,639,355	1,067,217	159,771	0	0	-679,845	1,593,034	21,779,532	1,226,988	
3,629,857	21,779,532	-18,149,675	21,779,532	1,099,233	149,966	0	0	-633,971	1,766,972	24,161,732	1,249,199	

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 15 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 2.00%	Premium Taxes	Voluntary Additional 0	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	535,500	207,470	0	0	-1,335,052	295,058	3,687,236	742,970	792,6
13,142,065	3,687,236	9,454,830	3,687,236	546,210	207,641	0	92,541	-1,325,172	275,828	3,484,284	753,851	846,3
12,816,272	3,484,284	9,331,988	3,484,284	557,134	208,306	0	132,225	-1,313,820	262,096	3,330,225	765,440	897,6
12,476,212	3,330,225	9,145,987	3,330,225	568,277	208,957	0	169,379	-1,301,050	252,241	3,228,029	777,234	946,6
12,122,219	3,228,029	8,894,189	3,228,029	579,642	209,555	0	208,874	-1,286,874	246,690	3,185,918	789,197	998,0
11,754,638	3,185,918	8,568,720	3,185,918	591,235	210,076	0	251,482	-1,271,232	246,136	3,213,614	801,311	1,052,7
11,373,905	3,213,614	8,160,291	3,213,614	603,060	210,494	0	297,644	-1,254,038	251,376	3,322,150	813,554	1,111,1
10,980,583	3,322,150	7,658,433	3,322,150	615,121	210,781	0	347,870	-1,235,235	263,314	3,524,001	825,902	1,173,7
10,575,337	3,524,001	7,051,335	3,524,001	627,424	210,904	0	402,834	-1,214,725	282,978	3,833,416	838,328	1,241,1
10,158,985	3,833,416	6,325,569	3,833,416	639,972	210,826	0	463,498	-1,192,387	311,550	4,266,875	850,798	1,314,2
9,732,539	4,266,875	5,465,664	4,266,875	652,772	210,510	0	531,345	-1,168,123	350,410	4,843,789	863,282	1,394,6
9,297,193	4,843,789	4,453,404	4,843,789	665,827	209,911	0	608,949	-1,141,852	401,217	5,587,841	875,738	1,484,6
8,854,321	5,587,841	3,266,480	5,587,841	679,143	208,982	0	701,574	-1,113,545	466,073	6,530,068	888,125	1,589,6
8,405,437	6,530,068	1,875,369	6,530,068	692,726	207,671	0	823,274	-1,083,087	548,029	7,718,681	900,397	1,723,6
7,952,294	7,718,681	233,613	7,718,681	706,581	205,922	0	1,037,880	-1,050,438	653,492	9,272,119	912,503	1,950,3
7,496,830	9,272,119	-1,775,288	9,272,119	720,712	203,676	0	0	-1,015,723	738,116	9,918,901	924,388	
7,041,007	9,918,901	-2,877,894	9,918,901	735,127	200,871	0	0	-978,968	791,793	10,667,723	935,998	
6,586,913	10,667,723	-4,080,810	10,667,723	749,829	197,440	0	0	-940,281	853,697	11,528,409	947,269	
6,136,698	11,528,409	-5,391,711	11,528,409	764,826	193,315	0	0	-899,867	924,604	12,511,287	958,141	
5,692,465	12,511,287	-6,818,822	12,511,287	780,122	188,426	0	0	-857,923	1,005,328	13,627,240	968,548	
5,256,282	13,627,240	-8,370,958	13,627,240	795,725	182,700	0	0	-814,728	1,096,727	14,887,663	978,425	
4,830,094	14,887,663	-10,057,569	14,887,663	811,639	176,065	0	0	-770,492	1,199,702	16,304,577	987,704	
4,415,782	16,304,577	-11,888,795	16,304,577	827,872	168,446	0	0	-725,426	1,315,202	17,890,670	996,318	
4,015,160	17,890,670	-13,875,511	17,890,670	844,430	159,771	0	0	-679,845	1,444,228	19,659,254	1,004,201	
3,629,857	19,659,254	-16,029,397	19,659,254	861,318	149,966	0	0	-633,971	1,587,833	21,624,400	1,011,284	

Fayetteville Fire Pension Fund
Details of Projections using 1/1/2016 Consolidation with LOPFI

Projection of MVA under LOPFI 15 year consolidation

Present Val Benefits LOPFI Rates	Market Value Assets	Unfunded Accrued Liability	MVA at BoY	Millage Inc. 1.00%	Premium Taxes	Voluntary Additional 0	Additional for LOPFI	Expected Benefits	Expected Investment Income @8%	MVA at EoY	Expected City Sources	Expected LOPFI Contributio
13,749,406	4,377,557	9,371,849	4,377,557	525,000	221,178	0		-1,343,422	203,947	3,984,260		
13,453,233	3,984,260	9,468,973	3,984,260	530,250	207,470	0	0	-1,335,052	294,848	3,681,776	737,720	792,6
13,142,065	3,681,776	9,460,290	3,681,776	535,553	207,641	0	103,198	-1,325,172	275,391	3,478,387	743,194	846,3
12,816,272	3,478,387	9,337,885	3,478,387	540,908	208,306	0	148,969	-1,313,820	261,645	3,324,396	749,214	898,1
12,476,212	3,324,396	9,151,816	3,324,396	546,317	208,957	0	191,937	-1,301,050	251,798	3,222,355	755,274	947,2
12,122,219	3,222,355	8,899,863	3,222,355	551,780	209,555	0	237,373	-1,286,874	246,262	3,180,452	761,335	998,7
11,754,638	3,180,452	8,574,186	3,180,452	557,298	210,076	0	286,091	-1,271,232	245,725	3,208,410	767,374	1,053,4
11,373,905	3,208,410	8,165,496	3,208,410	562,871	210,494	0	338,542	-1,254,038	250,988	3,317,266	773,365	1,111,9
10,980,583	3,317,266	7,663,317	3,317,266	568,500	210,781	0	395,240	-1,235,235	262,953	3,519,505	779,281	1,174,5
10,575,337	3,519,505	7,055,832	3,519,505	574,185	210,904	0	456,864	-1,214,725	282,650	3,829,383	785,089	1,241,9
10,158,985	3,829,383	6,329,602	3,829,383	579,927	210,826	0	524,382	-1,192,387	311,261	4,263,391	790,753	1,315,1
9,732,539	4,263,391	5,469,148	4,263,391	585,726	210,510	0	599,280	-1,168,123	350,167	4,840,951	796,236	1,395,5
9,297,193	4,840,951	4,456,242	4,840,951	591,583	209,911	0	684,139	-1,141,852	401,027	5,585,760	801,494	1,485,6
8,854,321	5,585,760	3,268,561	5,585,760	597,499	208,982	0	784,231	-1,113,545	465,947	6,528,875	806,481	1,590,7
8,405,437	6,528,875	1,876,562	6,528,875	603,474	207,671	0	913,625	-1,083,087	547,977	7,718,534	811,145	1,724,7
7,952,294	7,718,534	233,760	7,718,534	609,509	205,922	0	1,136,194	-1,050,438	653,530	9,273,251	815,431	1,951,6
7,496,830	9,273,251	-1,776,420	9,273,251	615,604	203,676	0	0	-1,015,723	734,002	9,810,810	819,280	
7,041,007	9,810,810	-2,769,803	9,810,810	621,760	200,871	0	0	-978,968	778,611	10,433,084	822,631	
6,586,913	10,433,084	-3,846,170	10,433,084	627,977	197,440	0	0	-940,281	830,052	11,148,273	825,417	
6,136,698	11,148,273	-5,011,575	11,148,273	634,257	193,315	0	0	-899,867	888,970	11,964,948	827,572	
5,692,465	11,964,948	-6,272,483	11,964,948	640,600	188,426	0	0	-857,923	956,040	12,892,091	829,026	
5,256,282	12,892,091	-7,635,808	12,892,091	647,006	182,700	0	0	-814,728	1,031,966	13,939,034	829,706	
4,830,094	13,939,034	-9,108,940	13,939,034	653,476	176,065	0	0	-770,492	1,117,485	15,115,567	829,541	
4,415,782	15,115,567	-10,699,785	15,115,567	660,011	168,446	0	0	-725,426	1,213,367	16,431,964	828,457	
4,015,160	16,431,964	-12,416,804	16,431,964	666,611	159,771	0	0	-679,845	1,320,419	17,898,920	826,382	
3,629,857	17,898,920	-14,269,063	17,898,920	673,277	149,966	0	0	-633,971	1,439,484	19,527,676	823,243	

LOPFI

ARKANSAS LOCAL POLICE & FIRE RETIREMENT SYSTEM

620 W. 3rd, Suite 200
Little Rock, Arkansas 72201-2223
Telephone: 501.682.1745
Toll-Free: 866.859.1745
Fax: 501.682.1751
email: info@lopfi-prb.com
website: www.lopfi-prb.com

June 11, 2015

Board of Trustees
Fayetteville Fire Pension Fund
113 West Mountain, Suite 308
Fayetteville, AR 72701

Dear Trustees:

Enclosed is the consolidation report that lists revised employer contribution rates to assign administration of the local fire pension fund to LOPFI. Pages four through seven, for paid service, and page 17, for volunteer service, provide the employer contribution rates for Local Plan and LOPFI benefits. The rates are:

Paid Service: Using a 15-year amortization results in 36.96% of payroll without a Cost Of Living Adjustment (COLA) for the Local Plan *or* 42.94% of payroll with a Local Plan COLA.

Using a 25-year amortization results in 33.37% of payroll without a Local Plan COLA *or* 37.63% of payroll with a Local Plan COLA.

Volunteer Service*: Using a 15-year amortization results in a monthly dollar employer contribution of $314.72 without a Local Plan COLA *or* $394.88 with a Local Plan COLA.

Using a 25-year amortization results in a monthly dollar employer contribution of $253.78 without a Local Plan COLA *or* $318.42 with a Local Plan COLA.

If the Local Plan has its administration assigned to LOPFI this year the above employer contribution rates will be used through the 2016 calendar year.

As stated earlier the valuation provides costs for a 15-year and 25-year amortization period for the Local Plan liabilities. Once the amortization period is properly completed (all actuarial assumptions met), the Local Plan portion of the employer contribution rate will be satisfied. This will then leave the ongoing LOPFI employer contribution costs. This report is valid until October 30, 2015, which means LOPFI must receive all documents discussed in the next paragraph by October 30, 2015 in order to use these results.

*-Since Fayetteville Fire does not currently have any active LOPFI volunteer firefighters, the employer contribution rates for volunteer service do not include a rate for LOPFI volunteer coverage. Should volunteer firefighters be enrolled in LOPFI, the applicable required employer contribution rate would be added to the volunteer rates in use at that time. For reference purposes, the required employer contribution rate for LOPFI volunteer coverage is currently $5.60 per member, per month.

Should your Board and city officials wish to proceed with consolidation, please execute the enclosed Resolution, Ordinance, and both *originals* of the Administrative Services Agreement. Do not alter or replace the Agreements. Both originals must be received by LOPFI. One will be returned to you after approval of the LOPFI Board of Trustees. Lastly, please be certain the Ordinance stipulates which amortization period was approved (15-year or 25-year) and if a COLA was approved for the Local Plan.

If you have questions, please feel free to contact me at your convenience.

Respectfully,

David B. Clark
Executive Director

Encl:

GRS

Gabriel Roeder Smith & Company
Consultants & Actuaries

One Towne Square
Suite 800
Southfield, MI 48076-3723

248.799.9000 phone
248.799.9020 fax
www.gabrielroeder.com

June 10, 2015

Mr. David B. Clark
Executive Director
Arkansas Local Police and Fire Retirement System
620 W. 3rd, Suite 200
Little Rock, Arkansas 72201-2212

Re: Actuarial Analysis of Proposed Combined Contribution Rates for the City of Fayetteville Paid and Volunteer Fire

Dear Mr. Clark:

As requested, enclosed are the results of actuarial valuations which determine the combined employer contribution rates which would result from having the City of Fayetteville Paid and Volunteer Firemen's "closed plan" (The Local Relief and Pension Fund for Employees Hired Before January 1, 1983) administered by the Arkansas Local Police and Fire Retirement System (LOPFI).

Please call if you have any questions or comments.

Respectfully submitted,

David L. Hoffman

Heidi G. Barry

David L. Hoffman

Heidi G. Barry, ASA, MAAA

DLH/HGB:sc
Enclosure

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

Requested By: Mr. David B. Clark, Executive Director
Arkansas Local Police and Fire Retirement System

Date: June 10, 2015

Submitted By: David L. Hoffman and Heidi G. Barry, ASA, MAAA
Gabriel, Roeder, Smith & Company

Submitted in this report are the results of actuarial valuations which determine the combined employer contribution rates which would result from having the City of Fayetteville Paid and Volunteer Firemen's "closed plan" (The Local Relief and Pension Fund for Employees Hired Before January 1, 1983) administered by the Arkansas Local Police and Fire Retirement System (LOPFI).

The date of the study was as of December 31, 2014. This supplemental valuation does not predict the result of the December 31, 2015 valuation or of any other future actuarial valuation. (Future activities can affect future valuation results in an unpredictable manner.) Rather, the supplemental valuation gives an indication of the probable effect of the proposed changes on future valuations without comment on the complete end result of the future valuations.

In accordance with LOPFI Board policy, the employer contribution rates established by this valuation report are valid for purposes of joining the System until October 30, 2015.

This report is intended to describe the financial effect of the proposed plan changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them.

Heidi G. Barry is a Member of the American Academy of Actuaries (MAAA) and meets the Qualification Standards of the American Academy of Actuaries required to render the actuarial opinion contained herein.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based upon present and proposed plan provisions that are outlined in the report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the authors of this report prior to relying on information in the report.

If you have reason to believe that the information provided in this report is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the authors of the report prior to making such decision.

In the event that more than one plan change is being considered, it is very important to remember that the results of separate actuarial valuations cannot generally be added together to produce a correct estimate of the combined effect of all of the changes. The total can be considerably greater than the sum of the parts due to the interaction of various plan provisions with each other, and with the assumptions that must be used.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

The actuarial methods and assumptions were the same as those used in the regular valuation as of December 31, 2014. In particular, the economic assumptions used in the supplemental actuarial valuation were net investment return of 8.0% per year and wage inflation of 4.0% (price inflation of 3.0%) per year.

Member information is summarized in the following table:

	Valuation Data							
			Averages					
Group	Active Members	Payroll	Pay	Age (Yrs.)	Serv. (Yrs.)	Retired Members	Monthly Benefit	Average Age (Yrs.)
Paid								
LOPFI	106	$ 6,079,826	$ 57,357	37.7	16.0	57	$ 87,753	49.3
LOPFI DROP	2	72,893	36,447	58.3	14.0	2	3,523	58.3
Local	-	-	-	N/A	N/A	45	112,259	68.4
Total	108	6,152,719	56,970	38.1	16.0	104	203,535	57.7
Volunteer								
LOPFI	-	N/A	N/A	N/A	N/A	-	N/A	N/A
Local	-	N/A	N/A	N/A	N/A	6	$ 683	82.8
Total	-	N/A	N/A	N/A	N/A	6	683	82.8

Major Local Fund Benefit Provisions:

Voluntary Retirement - Eligibility at 20 years of service regardless of age.

Paid: Annual benefit is equal to 90% of the highest year's pay. If the member has acquired more than 20 years of service credit, the benefit is increased by $240 annually for each additional year of service credit (to a maximum annual addition of $1,200). If acquired more than 25 years of service credit, the benefit is increased at age 60 by 1.25 % of highest year's pay for service over 25 years. (Maximum benefit is 100% of final salary).

Volunteer: The minimum benefit for volunteer members is $1,200 per year. If the member has acquired more than 20 years of service credit, the benefit is increased by $120 annually for each additional year of service credit (to a maximum annual addition of $600).

Member Contributions – 6.0% of salary for paid members. $12 per year for volunteer members. Member contributions are refundable without interest if termination of employment occurs before monthly benefits are payable.

Automatic post-retirement benefit increases – None.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

PAID FIRE RESULTS

Asset information:

Asset information or the Local Pension & Relief Fund was derived from the Fund's annual financial report provided to us. The date of the report was December 31, 2014. The reported market value of assets, $4,377,557, for the Local Fund, as of December 31, 2014 was used in computing the employer contribution rates. For purposes of our calculations, we assumed that the $4,377,557 Local Fund balance was $4,361,699 for paid members and $15,858 for volunteer members. The computed employer contribution rates are sensitive to changes in overall asset value. The actual amount transferred to LOPFI will depend on the market value of Local Fund assets when they are actually liquidated and may differ substantially from the value as of December 31, 2014. This will likely impact the actual rate computed in the next valuation of the combined plans.

Results:

	No COLA	3% COLA
Actuarial Accrued Liabilities (AAL)		
Active Members	-	-
Other Benefit Recipients	$13,727,400	$17,960,748
Total AAL	$13,727,400	$17,960,748
Assets		
Available to Fund AAL	$ 4,361,699	$ 4,361,699
Member DROP Balance	-	-
Total Assets	$ 4,361,699	$ 4,361,699
Unfunded AAL	$ 9,365,701	$13,599,049

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

15-YEAR AMORTIZATION, 0% COLA
ACTUARIAL STATEMENT

Proposed Provisions:

No post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 15-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	12.46
Total	12.46%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 36.96% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

25-YEAR AMORTIZATION, 0% COLA
ACTUARIAL STATEMENT

Proposed Provisions:

No post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 25-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	8.87
Total	8.87%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 33.37% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

Comment D — The reader should note that the cash flow projection on page 10 shows the group running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

15-YEAR AMORTIZATION, 3% COLA
ACTUARIAL STATEMENT

Proposed Provisions:

3% compounded post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 15-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	18.44
Total	18.44%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 42.94% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

Comment D — The reader should note that the cash flow projection on page 10 shows the group running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

25-YEAR AMORTIZATION, 3% COLA
ACTUARIAL STATEMENT

Proposed Provisions:

3% compounded post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 25-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	13.13
Total	13.13%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 37.63% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

0% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					$ 4,362
2015	$ 6,399	$ 1,343	$ 765	$ 326	4,110
2016	6,655	1,334	829	309	3,914
2017	6,921	1,323	862	295	3,747
2018	7,198	1,311	897	284	3,617
2019	7,486	1,297	932	275	3,527
2020	7,785	1,282	970	270	3,485
2021	8,097	1,265	1,008	269	3,497
2022	8,420	1,246	1,049	272	3,571
2023	8,757	1,226	1,091	280	3,716
2024	9,108	1,205	1,134	295	3,940
2025	9,472	1,182	1,180	315	4,253
2026	9,851	1,157	1,227	343	4,665
2027	10,245	1,131	1,276	379	5,189
2028	10,655	1,104	1,327	424	5,836
2029	11,081	1,074	1,380	479	6,621
2030	11,524	1,043	1,435	545	7,559
2031	11,985	1,010	-	565	7,114
2032	12,464	975	-	531	6,669
2033	12,963	939	-	497	6,227
2034	13,481	901	-	463	5,789
2035	14,021	861	-	429	5,357
2036	14,581	819	-	396	4,934
2037	15,165	777	-	364	4,522
2038	15,771	733	-	333	4,122
2039	16,402	688	-	303	3,737
2040	17,058	642	-	274	3,369
2041	17,741	596	-	246	3,019
2042	18,450	551	-	220	2,688
2043	19,188	505	-	195	2,378
2044	19,956	460	-	172	2,090
2045	20,754	417	-	151	1,824
2046	21,584	375	-	131	1,581
2047	22,447	334	-	113	1,360
2048	23,345	296	-	97	1,161
2049	24,279	260	-	83	984
2050	25,250	226	-	70	828
2051	26,260	196	-	59	691
2052	27,311	168	-	49	572
2053	28,403	143	-	40	469
2054	29,539	120	-	33	381

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

0% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2055	$ 30,721	$ 101	$ -	$ 27	$ 307
2056	31,950	83	-	21	245
2057	33,228	68	-	17	194
2058	34,557	56	-	13	151
2059	35,939	45	-	10	117
2060	37,377	35	-	8	90
2061	38,872	28	-	6	68
2062	40,427	22	-	5	51
2063	42,044	17	-	3	38
2064	43,725	13	-	3	28
2065	45,474	10	-	2	20
2066	47,293	7	-	1	14
2067	49,185	5	-	1	10
2068	51,153	4	-	1	7
2069	53,199	3	-	0	5
2070	55,327	2	-	0	3
2071	57,540	1	-	0	2
2072	59,841	1	-	0	1
2073	62,235	1	-	0	1
2074	64,724	0	-	0	1
2075	67,313	0	-	0	0
2076	70,006	0	-	0	0
2077	72,806	0	-	0	0
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	-
2083	92,123	-	-	-	-

1. *LOPFI Active member count is assumed to stay level in future years.*
2. *Local plan contributions only; 12.46% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

0% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					$ 4,362
2015	$ 6,399	$ 1,343	$ 707	$ 324	4,050
2016	6,655	1,334	590	295	3,602
2017	6,921	1,323	614	260	3,153
2018	7,198	1,311	639	226	2,706
2019	7,486	1,297	664	192	2,265
2020	7,785	1,282	691	158	1,832
2021	8,097	1,265	718	125	1,410
2022	8,420	1,246	747	93	1,004
2023	8,757	1,226	777	63	617
2024	9,108	1,205	808	34	254
2025	9,472	1,182	840	7	(81)
2026	9,851	1,157	874	(18)	(382)
2027	10,245	1,131	909	(39)	(643)
2028	10,655	1,104	945	(58)	(859)
2029	11,081	1,074	983	(72)	(1,023)
2030	11,524	1,043	1,022	(83)	(1,126)
2031	11,985	1,010	1,063	(88)	(1,160)
2032	12,464	975	1,106	(88)	(1,118)
2033	12,963	939	1,150	(81)	(988)
2034	13,481	901	1,196	(67)	(760)
2035	14,021	861	1,244	(46)	(423)
2036	14,581	819	1,294	(15)	36
2037	15,165	777	1,345	25	630
2038	15,771	733	1,399	77	1,373
2039	16,402	688	1,455	140	2,281
2040	17,058	642	1,513	217	3,369
2041	17,741	596	-	246	3,019
2042	18,450	551	-	220	2,688
2043	19,188	505	-	195	2,378
2044	19,956	460	-	172	2,090
2045	20,754	417	-	151	1,824
2046	21,584	375	-	131	1,581
2047	22,447	334	-	113	1,360
2048	23,345	296	-	97	1,161
2049	24,279	260	-	83	984
2050	25,250	226	-	70	828
2051	26,260	196	-	59	691
2052	27,311	168	-	49	572
2053	28,403	143	-	40	469
2054	29,539	120	-	33	381

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

0% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2055	$ 30,721	$ 101	-	$ 27	$ 307
2056	31,950	83	-	21	245
2057	33,228	68	-	17	194
2058	34,557	56	-	13	151
2059	35,939	45	-	10	117
2060	37,377	35	-	8	90
2061	38,872	28	-	6	68
2062	40,427	22	-	5	51
2063	42,044	17	-	3	38
2064	43,725	13	-	3	28
2065	45,474	10	-	2	20
2066	47,293	7	-	1	14
2067	49,185	5	-	1	10
2068	51,153	4	-	1	7
2069	53,199	3	-	0	5
2070	55,327	2	-	0	3
2071	57,540	1	-	0	2
2072	59,841	1	-	0	1
2073	62,235	1	-	0	1
2074	64,724	0	-	0	1
2075	67,313	0	-	0	0
2076	70,006	0	-	0	0
2077	72,806	0	-	0	0
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	-
2083	92,123	-	-	-	-

1. *LOPFI Active member count is assumed to stay level in future years.*
2. *Local plan contributions only; 8.87% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

3% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					$ 4,362
2015	$ 6,399	$ 1,343	$ 860	$ 330	4,209
2016	6,655	1,374	1,227	331	4,393
2017	6,921	1,404	1,276	346	4,612
2018	7,198	1,433	1,327	365	4,871
2019	7,486	1,460	1,380	387	5,177
2020	7,785	1,486	1,435	412	5,539
2021	8,097	1,510	1,493	442	5,963
2022	8,420	1,533	1,552	478	6,461
2023	8,757	1,554	1,614	519	7,041
2024	9,108	1,572	1,679	567	7,715
2025	9,472	1,589	1,746	623	8,496
2026	9,851	1,602	1,816	688	9,398
2027	10,245	1,613	1,889	763	10,436
2028	10,655	1,621	1,964	848	11,628
2029	11,081	1,625	2,043	947	12,993
2030	11,524	1,625	2,125	1,059	14,552
2031	11,985	1,621	-	1,101	14,031
2032	12,464	1,612	-	1,059	13,478
2033	12,963	1,599	-	1,016	12,895
2034	13,481	1,580	-	970	12,285
2035	14,021	1,555	-	922	11,652
2036	14,581	1,525	-	872	11,000
2037	15,165	1,488	-	822	10,334
2038	15,771	1,446	-	770	9,658
2039	16,402	1,398	-	718	8,977
2040	17,058	1,344	-	665	8,298
2041	17,741	1,286	-	613	7,626
2042	18,450	1,223	-	562	6,965
2043	19,188	1,156	-	512	6,321
2044	19,956	1,085	-	463	5,699
2045	20,754	1,012	-	416	5,104
2046	21,584	937	-	372	4,539
2047	22,447	860	-	329	4,007
2048	23,345	784	-	290	3,513
2049	24,279	709	-	253	3,057
2050	25,250	637	-	220	2,639
2051	26,260	567	-	189	2,261
2052	27,311	501	-	161	1,921
2053	28,403	439	-	136	1,619
2054	29,539	382	-	115	1,352

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

3% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2055	$ 30,721	$ 329	-	$ 95	$ 1,118
2056	31,950	280	-	78	916
2057	33,228	237	-	64	743
2058	34,557	198	-	52	597
2059	35,939	164	-	41	475
2060	37,377	134	-	33	374
2061	38,872	108	-	26	292
2062	40,427	87	-	20	225
2063	42,044	69	-	15	172
2064	43,725	54	-	12	129
2065	45,474	42	-	9	96
2066	47,293	32	-	6	70
2067	49,185	24	-	5	51
2068	51,153	18	-	3	36
2069	53,199	13	-	2	25
2070	55,327	10	-	2	17
2071	57,540	7	-	1	12
2072	59,841	5	-	1	8
2073	62,235	3	-	0	5
2074	64,724	2	-	0	3
2075	67,313	1	-	0	2
2076	70,006	1	-	0	1
2077	72,806	1	-	0	1
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	0
2083	92,123	0	-	0	0
2084	95,808	0	-	0	0
2085	99,640	0	-	0	-
2086	103,626	-	-	-	-

1. *LOPFI Active member count is assumed to stay level in future years.*
2. *Local plan contributions only; 18.44% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

3% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					$ 4,362
2015	$ 6,399	$ 1,343	$ 776	$ 327	4,121
2016	6,655	1,374	874	310	3,931
2017	6,921	1,404	909	295	3,731
2018	7,198	1,433	945	279	3,523
2019	7,486	1,460	983	263	3,309
2020	7,785	1,486	1,022	247	3,092
2021	8,097	1,510	1,063	230	2,875
2022	8,420	1,533	1,106	213	2,661
2023	8,757	1,554	1,150	197	2,454
2024	9,108	1,572	1,196	182	2,259
2025	9,472	1,589	1,244	167	2,082
2026	9,851	1,602	1,294	154	1,928
2027	10,245	1,613	1,345	144	1,804
2028	10,655	1,621	1,399	136	1,718
2029	11,081	1,625	1,455	131	1,679
2030	11,524	1,625	1,513	130	1,698
2031	11,985	1,621	1,574	134	1,785
2032	12,464	1,612	1,637	144	1,953
2033	12,963	1,599	1,702	160	2,217
2034	13,481	1,580	1,770	185	2,592
2035	14,021	1,555	1,841	219	3,097
2036	14,581	1,525	1,915	263	3,751
2037	15,165	1,488	1,991	320	4,574
2038	15,771	1,446	2,071	390	5,589
2039	16,402	1,398	2,154	477	6,822
2040	17,058	1,344	2,240	581	8,298
2041	17,741	1,286	-	613	7,626
2042	18,450	1,223	-	562	6,965
2043	19,188	1,156	-	512	6,321
2044	19,956	1,085	-	463	5,699
2045	20,754	1,012	-	416	5,104
2046	21,584	937	-	372	4,539
2047	22,447	860	-	329	4,007
2048	23,345	784	-	290	3,513
2049	24,279	709	-	253	3,057
2050	25,250	637	-	220	2,639
2051	26,260	567	-	189	2,261
2052	27,311	501	-	161	1,921
2053	28,403	439	-	136	1,619
2054	29,539	382	-	115	1,352

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

3% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
PAID FIRE PROJECTED CASH FLOW
(CONCLUDED)

Year Ended December 31	Projected ($ in thousands)				
	Payroll[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2055	$ 30,721	$ 329	-	$ 95	$ 1,118
2056	31,950	280	-	78	916
2057	33,228	237	-	64	743
2058	34,557	198	-	52	597
2059	35,939	164	-	41	475
2060	37,377	134	-	33	374
2061	38,872	108	-	26	292
2062	40,427	87	-	20	225
2063	42,044	69	-	15	172
2064	43,725	54	-	12	129
2065	45,474	42	-	9	96
2066	47,293	32	-	6	70
2067	49,185	24	-	5	51
2068	51,153	18	-	3	36
2069	53,199	13	-	2	25
2070	55,327	10	-	2	17
2071	57,540	7	-	1	12
2072	59,841	5	-	1	8
2073	62,235	3	-	0	5
2074	64,724	2	-	0	3
2075	67,313	1	-	0	2
2076	70,006	1	-	0	1
2077	72,806	1	-	0	1
2078	75,718	0	-	0	0
2079	78,747	0	-	0	0
2080	81,897	0	-	0	0
2081	85,173	0	-	0	0
2082	88,580	0	-	0	0
2083	92,123	0	-	0	0
2084	95,808	0	-	0	0
2085	99,640	0	-	0	-
2086	103,626	-	-	-	-

1. *LOPFI Active member count is assumed to stay level in future years.*
2. *Local plan contributions only; 13.13% of pay in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

VOLUNTEER FIRE RESULTS

Asset information:

Asset information or the Local Pension & Relief Fund was derived from the Fund's annual financial report provided to us. The date of the report was December 31, 2014. The reported market value of assets, $4,377,557, for the Local Fund, as of December 31, 2014 was used in computing the employer contribution rates. For purposes of our calculations, we assumed that the $4,377,557 Local Fund balance was $4,361,699 for paid members and $15,858 for volunteer members. The computed employer contribution rates are sensitive to changes in overall asset value. The actual amount transferred to LOPFI will depend on the market value of Local Fund assets when they are actually liquidated and may differ substantially from the value as of December 31, 2014. This will likely impact the actual rate computed in the next valuation of the combined plans.

Results:

	No COLA	3% COLA
Actuarial Accrued Liabilities (AAL)		
Active Members	-	-
Other Benefit Recipients	$ 49,908	$ 58,068
Total AAL	$ 49,908	$ 58,068
Assets		
Available to Fund AAL	$ 15,858	$ 15,858
Member DROP Balance	-	-
Total Assets	$ 15,858	$ 15,858
Unfunded AAL	$ 34,050	$ 42,210

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

VOLUNTEER FIRE RESULTS

If the Local Fund becomes administered by LOPFI, the per month employer contribution* for calendar year 2015 and thereafter would be as follows:

	15-Year Amortization Period	25-Year Amortization Period
COLA	Computed Employer Contribution*	Computed Employer Contribution*
0.00%	$ 314.72	$ 253.78
3.00%	394.88	318.42

These contributions are in addition to the contribution determined for LOPFI members only. As of December 31, 2014 there are no LOPFI Volunteer Firemen. These are the estimated contributions needed to pay off the unfunded accrued liability associated with Closed Plan benefits and would be deposited in the Local Fund Employer Accumulation Account.

Readers of this report may have an expectation that the contribution shown above will be paid for 15 or 25 years and the employer will be relieved of all liability at that time. That is not the case, as long as benefits are payable there is a possibility that employer contributions will be needed.

** Contributions were calculated on a dollars per month basis since there are no active volunteers in LOPFI and the Local Plan to calculate a per member per month rate.*

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

0% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected LOPFI Active Count[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					15,858
2015	NA	7,956	3,001	1,074	11,977
2016	NA	7,464	3,777	813	9,103
2017	NA	6,972	3,777	603	6,511
2018	NA	6,468	3,777	415	4,234
2019	NA	5,964	3,777	253	2,300
2020	NA	5,484	3,777	117	710
2021	NA	5,004	3,777	9	(509)
2022	NA	4,560	3,777	(71)	(1,364)
2023	NA	4,128	3,777	(123)	(1,838)
2024	NA	3,732	3,777	(145)	(1,939)
2025	NA	3,348	3,777	(138)	(1,649)
2026	NA	2,976	3,777	(100)	(948)
2027	NA	2,652	3,777	(32)	144
2028	NA	2,340	3,777	68	1,649
2029	NA	2,040	3,777	200	3,586
2030	NA	1,764	3,777	366	5,964
2031	NA	1,512	-	418	4,870
2032	NA	1,284	-	339	3,925
2033	NA	1,068	-	272	3,129
2034	NA	876	-	216	2,469
2035	NA	720	-	169	1,918
2036	NA	576	-	131	1,473
2037	NA	456	-	100	1,117
2038	NA	348	-	76	845
2039	NA	276	-	57	626
2040	NA	204	-	42	464
2041	NA	168	-	31	326
2042	NA	108	-	22	240
2043	NA	84	-	16	172
2044	NA	60	-	11	124
2045	NA	48	-	8	84
2046	NA	36	-	5	53
2047	NA	24	-	3	32
2048	NA	12	-	2	22
2049	NA	12	-	1	12
2050	NA	12	-	0	0
2051	NA	-	-	0	0

1. *As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.*
2. *Local plan contributions only; $314.72 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

0% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected LOPFI Active Count[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					15,858.00
2015	NA	7,956	2,818	1,067	11,787
2016	NA	7,464	3,045	770	8,138
2017	NA	6,972	3,045	497	4,708
2018	NA	6,468	3,045	242	1,528
2019	NA	5,964	3,045	8	(1,383)
2020	NA	5,484	3,045	(206)	(4,028)
2021	NA	5,004	3,045	(399)	(6,385)
2022	NA	4,560	3,045	(570)	(8,470)
2023	NA	4,128	3,045	(720)	(10,273)
2024	NA	3,732	3,045	(849)	(11,808)
2025	NA	3,348	3,045	(957)	(13,068)
2026	NA	2,976	3,045	(1,043)	(14,041)
2027	NA	2,652	3,045	(1,108)	(14,755)
2028	NA	2,340	3,045	(1,153)	(15,203)
2029	NA	2,040	3,045	(1,177)	(15,374)
2030	NA	1,764	3,045	(1,180)	(15,272)
2031	NA	1,512	3,045	(1,162)	(14,901)
2032	NA	1,284	3,045	(1,123)	(14,262)
2033	NA	1,068	3,045	(1,063)	(13,348)
2034	NA	876	3,045	(983)	(12,162)
2035	NA	720	3,045	(882)	(10,718)
2036	NA	576	3,045	(761)	(9,009)
2037	NA	456	3,045	(619)	(7,039)
2038	NA	348	3,045	(457)	(4,799)
2039	NA	276	3,045	(275)	(2,305)
2040	NA	204	3,045	(73)	464
2041	NA	168	-	31	326
2042	NA	108	-	22	240
2043	NA	84	-	16	172
2044	NA	60	-	11	124
2045	NA	48	-	8	84
2046	NA	36	-	5	53
2047	NA	24	-	3	32
2048	NA	12	-	2	22
2049	NA	12	-	1	12
2050	NA	12	-	0	0
2051	NA	-	-	0	0

1. *As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.*
2. *Local plan contributions only; $253.78 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

3% COLA, 15-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected LOPFI Active Count[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					$15,858
2015	NA	$7,956	$3,241	$1,084	12,227
2016	NA	7,692	4,739	862	10,136
2017	NA	7,392	4,739	707	8,189
2018	NA	7,068	4,739	564	6,423
2019	NA	6,720	4,739	436	4,878
2020	NA	6,348	4,739	327	3,596
2021	NA	5,988	4,739	239	2,585
2022	NA	5,604	4,739	173	1,892
2023	NA	5,232	4,739	132	1,531
2024	NA	4,860	4,739	118	1,527
2025	NA	4,488	4,739	132	1,910
2026	NA	4,128	4,739	177	2,697
2027	NA	3,780	4,739	253	3,909
2028	NA	3,432	4,739	364	5,579
2029	NA	3,084	4,739	511	7,745
2030	NA	2,760	4,739	697	10,421
2031	NA	2,424	-	739	8,735
2032	NA	2,112	-	616	7,239
2033	NA	1,824	-	508	5,923
2034	NA	1,548	-	413	4,788
2035	NA	1,296	-	332	3,824
2036	NA	1,068	-	264	3,020
2037	NA	864	-	208	2,364
2038	NA	696	-	162	1,830
2039	NA	552	-	125	1,403
2040	NA	444	-	95	1,053
2041	NA	336	-	71	788
2042	NA	264	-	53	577
2043	NA	204	-	38	411
2044	NA	144	-	27	295
2045	NA	108	-	19	206
2046	NA	84	-	13	135
2047	NA	60	-	8	84
2048	NA	36	-	5	53
2049	NA	24	-	3	32
2050	NA	12	-	2	22
2051	NA	12	-	1	12
2052	NA	12	-	0	-
2053	NA	-	-	-	-

1. *As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.*
2. *Local plan contributions only; $394.88 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 15-year amortization schedule would be applied to calendar year 2030.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

3% COLA, 25-YEAR AMORTIZATION OF UAL IN LOPFI
VOLUNTEER FIRE PROJECTED CASH FLOW

Year Ended December 31	Projected LOPFI Active Count[1]	Benefits	Contributions[2]	Investment Earnings	Assets (MV)[3]
2014					$15,858
2015	NA	$7,956	$3,012	$1,075	11,988
2016	NA	7,692	3,821	807	8,925
2017	NA	7,392	3,821	574	5,928
2018	NA	7,068	3,821	347	3,028
2019	NA	6,720	3,821	128	257
2020	NA	6,348	3,821	(79)	(2,348)
2021	NA	5,988	3,821	(273)	(4,788)
2022	NA	5,604	3,821	(453)	(7,024)
2023	NA	5,232	3,821	(617)	(9,052)
2024	NA	4,860	3,821	(765)	(10,856)
2025	NA	4,488	3,821	(895)	(12,418)
2026	NA	4,128	3,821	(1,005)	(13,730)
2027	NA	3,780	3,821	(1,097)	(14,786)
2028	NA	3,432	3,821	(1,168)	(15,565)
2029	NA	3,084	3,821	(1,216)	(16,044)
2030	NA	2,760	3,821	(1,242)	(16,225)
2031	NA	2,424	3,821	(1,243)	(16,071)
2032	NA	2,112	3,821	(1,219)	(15,580)
2033	NA	1,824	3,821	(1,168)	(14,751)
2034	NA	1,548	3,821	(1,091)	(13,569)
2035	NA	1,296	3,821	(986)	(12,031)
2036	NA	1,068	3,821	(854)	(10,132)
2037	NA	864	3,821	(695)	(7,870)
2038	NA	696	3,821	(507)	(5,251)
2039	NA	552	3,821	(292)	(2,274)
2040	NA	444	3,821	(49)	1,053
2041	NA	336	-	71	788
2042	NA	264	-	53	577
2043	NA	204	-	38	411
2044	NA	144	-	27	295
2045	NA	108	-	19	206
2046	NA	84	-	13	135
2047	NA	60	-	8	84
2048	NA	36	-	5	53
2049	NA	24	-	3	32
2050	NA	12	-	2	22
2051	NA	12	-	1	12
2052	NA	12	-	0	-
2053	NA	-	-	-	-

1. *As of December 31, 2014 there were no Active LOPFI Volunteer Firemen.*
2. *Local plan contributions only; $318.42 per month in 2015 and thereafter in addition to the LOPFI rate. The first year contribution assumes that the City will be under LOPFI administration for the last six months of 2015. The last year contribution based on a 25-year amortization schedule would be applied to calendar year 2040.*
3. *Reported market value of assets. Assets are projected at the assumed rate of return of 8% per year.*

Note: The actual future contributions for this group are affected by investment return, number of active members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

Resolution to Assign Local Plan Administration to LOPFI

Whereas, the Board of Trustees (the Board) of the FAYETTEVILLE FIRE Pension and Relief Fund (the Local Plan), desires to assign administration of the Local Plan to the Arkansas Local Police and Fire Retirement System (LOPFI) pursuant to Act 364 of 1981, as amended; and

Whereas, such action shall not change the benefit structure unless a benefit increase is approved by the governing body of FAYETTEVILLE, Arkansas; and

Whereas, the Board received and reviewed the latest actuarial report from LOPFI, which states the initial required employer contribution rate(s); and

Whereas, LOPFI will administer the Local Plan at an annual cost not to exceed ½ of 1% of active member payroll plus 1% of average annual assets of the Local Plan; and

Whereas, the Board finds it is in the best interest of the Local Plan and its participants to have LOPFI administer the Local Plan; therefore,

BE IT RESOLVED, the Board hereby elects to assign administration of the Local Plan to LOPFI.

BE IT FURTHER RESOLVED the Board requests the CITY OF FAYETTEVILLE, a political subdivision of the State of Arkansas, to act as its agent henceforth.

BE IT FURTHER RESOLVED the Board understands any agreement to administer the Local Plan by LOPFI shall be entered into by and with the governing body of FAYETTEVILLE, Arkansas, as the Board's agent, and that such agreement shall dissolve said Board of Trustees.

CERTIFICATION

We certify this Resolution accurately states the action of said Board of Trustees. Approved this ____ day of _____, 2015.

Chair _____

Sec/Treasurer _____

Member _____

Member _____

Member _____

Member _____

Member _____

ORDINANCE NO._____

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE FIRE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI.

WHEREAS, the Board of Trustees of the FAYETTEVILLE Fire Pension and Relief Fund has elected to have its Pension Fund administered by LOPFI as stated by Resolution dated _____, 2015, and that

WHEREAS, the Board of Trustees has requested by Resolution that the City of FAYETTEVILLE, Arkansas to act as its agent henceforth.

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

SECTION 1. If accepted by LOPFI, the administration of the FAYETTEVILLE Fire Pension and Relief Fund shall be transferred to LOPFI under authority of Act 364 of 1981, as amended. Such transfer shall mean the administration of the Pension Fund only and not a change in the Pension Fund's benefit program unless a benefit increase is approved by the City of FAYETTEVILLE, Arkansas.

SECTION 2. The Chief Administrative Officer is hereby authorized to enter into an irrevocable agreement, *using a fifteen (15) or twenty-five (25) year amortization schedule (drafter of Ordinance needs to select one amortization period),* with LOPFI to administer the FAYETTEVILLE Fire Pension and Relief Fund as stated in Section 1 hereof.

SECTION 3. It is the intent of the City Council and it is hereby ordained that the provisions of this Ordinance shall be codified into the Code of Ordinances of FAYETTEVILLE, Arkansas and the sections thereof may be re-numbered and re-lettered as necessary to accomplish such intention.

SECTION 4. Due to the need to consolidate administration of the FAYETTEVILLE Fire Pension and Relief Fund with LOPFI, an emergency is hereby declared to exist and this Ordinance shall be in full force from and after the date of its passage and approval.

PASSED:_____
Date

APPROVED:_____
Chief Administrative Officer

ATTEST:_____
Witness

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (Agreement) is entered into by and between the ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) and the CITY OF FAYETTEVILLE for the benefit of its FIRE Pension and Relief Fund (Fire Pension Fund).

PARTIES

The City of FAYETTEVILLE, a political subdivision, currently has and administers a Fire Pension Fund.

LOPFI is an agency created by statute (A.C.A. 24-10-101, et. seq.) for the purpose of providing a statewide retirement system with pooled administration.

The Mayor and City Council of FAYETTEVILLE desire to enter into an irrevocable Agreement with LOPFI to administer its Fire Pension Fund and in consideration of the mutual obligations hereinafter enumerated the parties agree as follows:

1. This Agreement is made pursuant to the authority of Act 364 of 1981, as amended, of the General Assembly of the State of Arkansas.

2. This Agreement shall be effective sixty (60) days from the date affixed hereto, provided, however, at any time during the sixty (60) day period the LOPFI Board of Trustees may reject this Agreement.

3. This Agreement is for the administration of the Fire Pension Fund and its benefit structure shall not change, unless a benefit increase is approved by the City of FAYETTEVILLE.

4. The actuaries for LOPFI have computed an initial employer contribution rate(s) to be paid by the City of FAYETTEVILLE to support the benefits paid by the Fire Pension Fund and will provide eligible participants with the benefits described in Act 397 of 1983 (applies to Fire plans). The City of FAYETTEVILLE agrees to always remit payment at the level established by the actuaries for LOPFI.

5. The annual fee paid to LOPFI for administration of the Fire Pension Fund shall not exceed one half (1/2) of one percent (1%) of the annual payroll of the Fire Pension Fund and one percent (1%) of the average annual Fire Pension Fund assets. However, this fee is subject to change by legislative action. The fiscal year shall be January 1 through December 31.

6. Benefits and member refunds shall be paid on the first business day of each month and in accordance with LOPFI procedures.

LOPFI

7. LOPFI covenants and agrees to provide the following services:
   a. investment of Fire Pension Fund assets and the award of annual interest to the employer reserve account at the end of each fiscal year in an amount consistent with the interest awarded to other LOPFI employer accounts;
   b. process retirement applications including determination of eligibility, calculation of service credit and benefit payment amounts, payment of benefits to eligible benefit recipients, and satisfaction of state and federal tax withholding requirements, all in accordance with LOPFI procedures and guidelines;
   c. disability determinations, provided the employer submits appropriate materials for said determinations. All disability determinations shall conform to LOPFI procedures;
   d. refund of member contributions to eligible terminating members; and

8. The City of FAYETTEVILLE covenants and agrees as follows:
   a. upon execution of this Agreement all Fire Pension Fund assets and records shall be transferred to LOPFI. In the sole discretion of LOPFI certain investments may be allowed to mature to avoid penalties;
   b. all employer and applicable employee contributions shall be remitted to LOPFI in time to be recorded by the tenth (10th) day of each month following the month in which services were rendered. Remittance shall be made in the manner and amounts prescribed by LOPFI, which shall include the use of LOPFI's electronic reporting and LOPFI's e-Payment;
   c. the City of FAYETTEVILLE shall execute all documents required by LOPFI to aid in the administrative process;
   d. all active members and beneficiaries of the Fire Pension Fund have been deemed eligible pursuant to the standards prevailing at the time of the determination of eligibility. The parties agree that LOPFI is bound by any determination of eligibility or ineligibility made by the Board of Trustees of the Fire Pension Fund as long as such determination(s) conform to state law. The Fire Pension Fund and the City of FAYETTEVILLE indemnify and hold LOPFI harmless for any eligibility decisions made by the Fire Pension Fund.
   e. the City of FAYETTEVILLE has disclosed to LOPFI all pending claims, actions, suits, and threatened liabilities to the Fire Pension Fund.

9. Upon the passage of sixty (60) days following the execution of this document, unless rejected by the LOPFI Board of Trustees, this Agreement shall become permanent.

LOPFI

LOPFI

10. FAYETTEVILLE Fire Pension and Relief Fund Board of Trustees' Resolution dated _____, 2015, and Ordinance No. _____, dated _____, 2015, of the City of FAYETTEVILLE, are incorporated by reference herein as though set forth word for word.

This Agreement executed in duplicate originals this ___ day of _____, 2015.

FAYETTEVILLE, ARKANSAS

BY:_____
Chief Administrative Officer

ATTEST:_____

LOPFI BOARD OF TRUSTEES

BY:_____
LOPFI Board Chairman

ATTEST:_____

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   c. the City of FAYETTEVILLE shall execute all documents required by LOPFI to aid in the administrative process;
   d. all active members and beneficiaries of the Fire Pension Fund have been deemed eligible pursuant to the standards prevailing at the time of the determination of eligibility. The parties agree that LOPFI is bound by any determination of eligibility or ineligibility made by the Board of Trustees of the Fire Pension Fund as long as such determination(s) conform to state law. The Fire Pension Fund and the City of FAYETTEVILLE indemnify and hold LOPFI harmless for any eligibility decisions made by the Fire Pension Fund.
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LOPFI

LOPFI

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This Agreement executed in duplicate originals this ___ day of _____, 2015.

FAYETTEVILLE, ARKANSAS

BY:_____
Chief Administrative Officer

ATTEST:_____

LOPFI BOARD OF TRUSTEES

BY:_____
LOPFI Board Chairman

ATTEST:_____

PRB

ARKANSAS FIRE & POLICE PENSION REVIEW BOARD

620 W. 3rd, Suite 200
Little Rock, Arkansas 72201-2223
Telephone: 501.682.1745
Toll-Free: 866.859.1745
Fax: 501.682.1751
email: info@lopfi-prb.com
website: www.lopfi-prb.com

To: Board of Trustees
FAYETTEVILLE Fire Pension Fund

From: PRB Staff

Re: 2014 Annual Actuarial Valuation

Date: May 11, 2015

Under state law the actuary for the PRB tests each local fire and police pension fund for actuarial soundness. The PRB uses an annual valuation cycle to assist each Local Plan in monitoring the funding progress of their plan. The enclosed valuation for December 31, 2014, answers the following questions about your plan:

		YES	NO
1.	Does income meet or exceed the Necessary Employer Contribution (see page 4)?		XX
2.	Is the funded percentage at least 97% (see page 10), ***OR*** are there enough assets to cover: all active member contributions; all payments to current beneficiaries; and 100% of all future payments earned by active member (see page 11)?		XX
3.	Is the Local Plan actuarially sound? (YES response to items 1 and 2)		XX

FAYETTEVILLE FIREFIGHTERS PENSION FUND

ACTUARIAL VALUATION

AS OF DECEMBER 31, 2014

Osborn, Carreiro & Associates, Inc.
Actuaries Consultants Analysts
Little Rock, Arkansas

Osborn, Carreiro & Associates, Inc.
ACTUARIES CONSULTANTS ANALYSTS

124 West Capitol Avenue, Suite 1690
Little Rock, Arkansas 72201
(501) 376-8043

May 8, 2015

Board of Trustees
Fayetteville Firefighters Pension Fund

Gentlemen:

This report presents the results of our actuarial valuation of the assets and liabilities of the Fayetteville Firefighters Pension Fund as of December 31, 2014.

This valuation is required by Arkansas Code Annotated 24-11-205. The purpose of this report is to (1) evaluate the actuarial status of the Fund, (2) determine the level contribution requirement needed, (3) review the development of the Fund over the past several years, and (4) present certain actuarial items on page 9 for disclosure under Governmental Accounting Standards. This report is not intended for any other purpose.

The Arkansas Fire & Police Pension Review Board reviewed the experience study we performed and a change in the assumed interest discount rate was made to 5%. If your plan assumed something other than 5% in previous valuations, the effect of this change in assumption is disclosed on page 5 of this report.

The implementation of Governmental Accounting Standards Board Statement No. 67 (GASB 67) is included in this report for the first time. GASB 68 will be added in the next valuation report. There are four Appendices added to this report to disclose the necessary items for GASB 67.

The member and financial information used in this report was supplied by the Arkansas Fire & Police Pension Review Board. We did not audit this information, although we did review it for reasonableness and consistency.

I certify that this report has been prepared in accordance with generally accepted actuarial principles and practices. In my opinion, the actuarial methods used are appropriate and the actuarial assumptions produce results which, in the aggregate, are reasonable.

Sincerely,

Jody Carreiro

Jody Carreiro, A.S.A., M.A.A.A.
Actuary

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EXHIBIT 6	EMPLOYEE AND RETIREE PROFILES
EXHIBIT 7	PRINCIPLE PROVISIONS OF THE PLAN
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EXHIBIT 1

CONTRIBUTIONS

The following contribution level reflects the payment of the current year Normal Cost for benefits attributable to said year (see Exhibit 2) plus an amount sufficient to pay off the Unfunded Actuarial Liability over a 5-year period. These costs DO NOT include the contributions due to the Local Police and Firefighters Retirement System ("LOPFI") for persons hired after 1982.

2015 Necessary Annual Contribution to pay:	Full Paid	Volunteer or Part-Paid	Total
1 Normal Cost, plus	$ 0	$ 0	$ 0
2 Pay off the Unfunded Actuarial Accrued Liability	3,214,908	11,271	3,226,179
3 Total necessary	$ 3,214,908	$ 11,271	$ 3,226,179
Less			
4 Expected Employee Contribution (6.00% of salary. $12 per active volunteer)	- 0	- 0	- 0
Necessary Employer Contribution (This is the amount needed in addition to investment income)	$ 3,214,908	$ 11,271	**$ 3,226,179**
Covered Payroll	$ 0	N/A	$ 0
Necessary Employer Rate	N/A	$ N/A	N/A

These contributions assume that the dollar contribution grows at a rate of 4% per year. The contributions are assumed to be made continuously throughout the year.

The actual 2014 contribution was $756,819 from the employer.

EXHIBIT 2

COSTS AND LIABILITIES

		December 31, 2014 Dollar Amount	Percent of pay
A	Normal Cost (Cost to fund current active members)		
	1 Regular Retirement Benefits	$ 0	N/A
	2 Voluntary Termination Benefits	0	N/A
	3 Survivors' Benefits	0	N/A
	4 Disability Benefits	0	N/A
	TOTAL	$ 0	N/A
B	Actuarial Accrued Liability		
	1 Active Lives		
	Regular Retirement Benefits	$ 0	
	Voluntary Termination Benefits	0	
	Survivors' Benefits	0	
	Disability Benefits	0	
	TOTAL ACTIVE LIVES	$ 0	
	2 Deferred Retirement Option		
	DROP Accounts	$ 0	
	Future DROP Payments & Pensions	0	
	TOTAL DROP	$ 0	
	3 Inactive Lives		
	Retirees	$ 16,113,941	
	Disability Retirees	537,648	
	Widows & Children	1,705,373	
	TOTAL INACTIVE LIVES	$ 18,356,962	
	4 Total Liability	$ 18,356,962	
C	Assets	$ 4,048,620	
D	Unfunded Actuarial Accrued Liability	$ 14,308,342	

EXHIBIT 3

SUMMARY OF FINANCIAL INFORMATION
(Items C, F-H, and J determined by Osborn, Carreiro and Associates, Inc.)

	Year Ended 12/31/2014	Year Ended 12/31/2013	Year Ended 12/31/2012	Year Ended 12/31/2011	Year Ended 12/31/2010	Year Ended 12/31/2009	Year Ended 12/31/2008	Year Ended 12/31/2007	Year Ended 12/31/2006	Year Ended 12/31/2005
A. INCOME										
1 Employee Contributions	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 1,356	$ 6,987	$ 11,863	$ 23,439
2 Employer Contributions										
Employer/Court Fines/Other	0	0	0	0	0	0	2,713	13,973	25,854	46,878
Local Millage	525,538	527,430	511,961	498,381	508,192	485,345	441,697	388,877	370,649	339,416
3 State Insurance Premium Tax										
Premium Tax Allocation	182,590	181,715	171,848	131,537	122,965	125,710	146,031	150,067	151,560	225,492
Additional Allocation	48,691	38,366	57,282	0	0	0	0	0	0	0
Guarantee Fund	0	0	0	0	0	0	0	0	0	0
4 Other Income										
LOPFI Subsidy	0	0	0	0	0	0	0	0	0	0
Police Supplement (Act 1452 of 199	0	0	0	0	0	0	0	0	0	0
Future Supplement (Act 1373 of 200	56,563	44,215	36,105	29,618	20,664	24,192	31,333	38,917	27,060	24,480
Other Income/Donations	365	11	6	34	973	390	0	1,044	540	176
Adjustment to prior year value	0	0	0	0	0	0	0	0	0	0
5 Net Investment Income	255,505	209,657	256,988	254,881	453,121	210,237	(530,711)	637,620	615,846	522,344
TOTAL INCOME	**$ 1,069,252**	**$ 1,001,393**	**$ 1,034,190**	**$ 914,451**	**$ 1,105,915**	**$ 845,874**	**$ 92,419**	**$ 1,237,485**	**$ 1,203,372**	**$ 1,182,225**
B. EXPENSES										
1 Administrative	$ 3,550	$ 3,454	$ 3,617	$ 3,595	$ 6,859	$ 3,750	$ 6,427	$ 3,855	$ 10,341	$ 5,886
2 Benefits Paid										
Monthly Benefits	1,358,341	1,388,309	1,420,659	1,432,673	1,434,269	1,434,487	1,436,083	1,430,646	1,281,954	1,097,427
Police Supplements	0	0	0	0	0	0	0	0	0	0
Future Supplements	56,316	44,215	35,960	29,618	20,664	24,192	31,333	38,766	26,749	24,390
DROP Payouts	0	0	0	0	0	2,973	553,503	4,589	838,944	458,082
Paid Current Year for Previous Year	0	0	0	0	0	0	0	0	0	0
3 Refunds	0	0	0	0	0	0	0	0	0	0
4 Other Expenses	250	250	225	357	0	0	0	0	0	0
TOTAL EXPENSES	**$ 1,418,457**	**$ 1,436,227**	**$ 1,460,461**	**$ 1,466,243**	**$ 1,461,792**	**$ 1,465,402**	**$ 2,027,346**	**$ 1,477,856**	**$ 2,157,988**	**$ 1,585,785**
C. Non-Investment Cash Flow	**$ (604,709)**	**$ (644,491)**	**$ (683,259)**	**$ (806,673)**	**$ (808,998)**	**$ (829,765)**	**$ (1,404,216)**	**$ (877,991)**	**$ (1,570,462)**	**$ (925,904)**

EXHIBIT 3 (Continued)

D. ASSETS (at book value)	12/31/2014	12/31/2013	12/31/2012	12/31/2011	12/31/2010	12/31/2009	12/31/2008	12/31/2007	12/31/2006	12/31/2005
1 Cash & Checking Accounts	$ 86,520	$ 86,767	$ 120,981	$ 143,279	$ 30,891	$ 0	$ 0	$ 0	$ 0	$ 0
2 Bank Deposits	0	0	0	0	0	14,448	5,457	81,779	4,575	48,506
3 Savings and Loan Deposits	0	0	0	0	0	0	0	0	0	0
4 Other Cash Equivalents	238,957	295,726	163,396	256,499	275,104	117,108	573,102	181,873	288,565	234,940
5 US Govt. Securities	212,438	421,688	421,688	621,688	927,818	1,426,060	1,839,474	3,285,030	3,144,510	3,441,988
6 Non-US Govt Securities	0	0	0	0	0	0	0	0	0	0
7 Mortgages	0	0	0	0	0	0	0	0	0	0
8 Corporate Bonds	731,111	731,111	731,111	779,928	606,886	619,648	248,938	315,394	533,910	533,910
9 Common Stocks	2,044,158	2,121,259	2,642,932	2,718,778	3,225,906	3,219,060	3,337,250	4,136,988	4,185,381	4,873,882
10 Other	13,967	16,304	27,581	13,882	19,146	45,304	56,951	65,476	79,530	57,944
11 Payables	(3,500)	0	0	(95)	0	0	(16)	(70,457)	(17)	(100)
TOTAL ASSETS	**$ 3,323,650**	**$ 3,672,854**	**$ 4,107,688**	**$ 4,533,959**	**$ 5,085,751**	**$ 5,441,628**	**$ 6,061,156**	**$ 7,996,083**	**$ 8,236,454**	**$ 9,191,070**
E. TOTAL MARKET VALUE	**$ 4,377,557**	**$ 4,624,857**	**$ 4,682,930**	**$ 5,015,419**	**$ 5,573,909**	**$ 5,787,509**	**$ 5,823,185**	**$ 8,725,231**	**$ 8,961,980**	**$ 9,636,034**
F. RATIO OF ASSETS TO ANNUAL EXPENSES										
Book Value Basis	2.3	2.6	2.8	3.1	3.5	3.7	3.0	5.4	3.8	5.8
Market Value Basis	3.1	3.2	3.2	3.4	3.8	3.9	2.9	5.9	4.2	6.1
G. RATIO OF ASSETS TO NON-INVESTMENT CASH OUTFLOW										
Book Value Basis	5.5	5.7	6.0	5.6	6.3	6.6	4.3	9.1	5.2	9.9
Market Value Basis	7.2	7.2	6.9	6.2	6.9	7.0	4.1	9.9	5.7	10.4
H. SUMMARY OF NET INVESTMENT RETURNS										
Book Value Rate of Return	7.58%	5.54%	6.13%	5.44%	9.00%	3.72%	-7.28%	8.18%	7.33%	5.72%
10 Year Average Return	**5.04%**									
Market Value Rate of Return	8.27%	13.45%	7.51%	4.80%	11.06%	14.68%	-18.67%	7.52%	10.13%	1.91%
10 Year Average Return	**5.63%**									

Note: The assumed liability discount rate is 5%. If the plan does not realize an investment return of 5% or more over the long term, the ultimate cost of the plan will be greater than the liabilities shown in this report. That is, the plan would need more money to meet its obligations.

EXHIBIT 3 (Continued)

		12/31/2014	12/31/2013	12/31/2012	12/31/2011	12/31/2010
I.	**TOTAL MARKET VALUE**					
1.	Market Value, end of year (Used for GASB calculations, page 9)	4,377,557	4,624,857	4,682,930	5,015,419	5,573,909
2.	Market Value, beginning of year	4,624,857	4,682,930	5,015,419	5,573,909	5,787,509
J.	**DEVELOPMENT OF ACTUARIAL VALUE OF ASSETS**					
1.	Actuarial Value of Assets, beginning of year	4,280,264	4,514,274	5,244,338	6,054,749	6,764,712
2.	Non Investment Net Cash Flow	(604,709)	(644,491)	(683,259)	(806,673)	(808,998)
3.	Development of Investment Income					
(a)	Total Market Investment Income (I1-I2-J2)	357,409	586,418	350,770	248,183	595,398
(b)	Assumed Rate for Immediate Recognition	5%	5%	5%	5%	5%
(c)	Amount for Immediate Recognition (J1 x b)	214,013	225,714	262,217	302,737	338,236
(d)	Amount for Phased In Recognition (a-c)	143,396	360,704	88,553	(54,554)	257,162
(e)	Phased In Recognition					
	Current year : 20% of 3(d)	28,679	72,141	17,711	(10,911)	51,432
	First Prior Year	72,141	17,711	(10,911)	51,432	54,394
	Second Prior Year	17,711	(10,911)	51,432	54,394	(421,648)
	Third Prior Year	(10,911)	51,432	54,394	(421,648)	20,258
	Fourth Prior Year	51,432	54,394	(421,648)	20,258	56,363
	Total Phased In Recognition	159,052	184,767	(309,022)	(306,475)	(239,201)
(f)	Actuarial Value Investment Income (3(c) + 3(e))	373,065	410,481	(46,805)	(3,737)	99,035
4.	Actuarial Value of Assets, End of year (1 + 2 + 3(f))	4,048,620	4,280,264	4,514,274	5,244,338	6,054,749
5.	Net Investment Return on the Actuarial Value of Assets	9.4%	9.8%	-1.0%	-0.1%	1.6%

Note: The Pension Review Board's Board Rule #11 first applies this methodology to determine the Actuarial Value of Assets for the 12/31/99 actuarial valuation report. Different methods were used to determine the Actuarial Value of Assets for the 12/31/98 and earlier reports.

EXHIBIT 3 (Continued)

ACCOUNTING INFORMATION

This page is included to provide the information required by the Governmental Accounting Standards Board Statement No. 25 and 27. The values below are based on the assumptions contained in Exhibit 8.

The Annual Pension Cost disclosed in this exhibit will almost always differ from the actual cash contribution to the fund. We must emphasize that these disclosures are shown in the city's financial statements; Sound actuarial projections should be used to determine the actual cash contribution requirements.

RECONCILIATION OF NET PENSION OBLIGATION (NPO)

		2012	2013	2014
1.	Actuarially Required Contribution	3,414,645	3,380,092	3,188,219
2.	Interest on NPO	479,197	528,788	567,628
3.	Adjustment to (1)	2,160,944	2,384,572	2,559,721
4.	Annual Pension Cost (1)+(2)-(3)	1,732,898	1,524,307	1,196,125
5.	Actual Contribution Made	741,091	747,511	756,819
6.	Increase in NPO (4)-(5)	991,807	776,796	439,306
7.	NPO Beginning of Year	9,583,948	10,575,755	11,352,552
8.	NPO End of Year	10,575,755	11,352,552	11,791,858

REQUIRED SUPPLEMENTARY INFORMATION

(a)		(b)	(c)	(d)	(e)	(f)	(g)
Actuarial Valuation Date		Market Value of Plan Assets	Entry Age Actuarial Accrued Liability	Unfunded Accrued Liability (UAL) (c)-(b)	Funded Ratio (b)/(c)	Annual Covered Payroll	UAL as a % of Covered Payroll (d)/(f)
12/31/2003		10,625,689	19,833,848	9,208,159	53.6%	52,016	17702.7%
12/31/2005		9,636,034	20,119,597	10,483,563	47.9%	0	N/A
12/31/2007	a	8,725,231	18,566,993	9,841,762	47.0%	0	N/A
12/31/2008		5,823,185	17,521,460	11,698,275	33.2%	0	N/A
12/31/2009	b	5,787,509	20,849,028	15,061,519	27.8%	0	N/A
12/31/2010		5,573,909	20,511,098	14,937,189	27.2%	0	N/A
12/31/2011		5,015,419	20,159,623	15,144,204	24.9%	0	N/A
12/31/2012		4,682,930	19,673,887	14,990,957	23.8%	0	N/A
12/31/2013	c	4,624,857	18,764,842	14,139,985	24.6%	0	N/A
12/31/2014		4,377,557	18,356,962	13,979,405	23.8%	0	N/A

a Includes change in assumptions to 7% discount rate and 83GAM mortality.
b Includes change in assumptions to 5% discount rate and 83GAM mortality.
c Includes change in assumptions to 5% discount rate and 83GAM mortality.

EXHIBIT 4

COMPARISON WITH PRIOR YEARS

	Full Paid Active Members		Actuarial Computed Employer Contribution		Total Plan			
Valuation Date	No.	Annual Payroll	Percent of Pay	Dollar Amount	Assets	Unfunded Actuarial Liability	Normal Cost Percent	Funded Percent
12/31/1984	45	807,438	27.7%	223,455	3,078,619	1,193,660	22.1%	72.1%
12/31/1986	37	723,894	29.6%	213,935	4,006,484	1,379,340	21.8%	74.4%
12/31/1987	* 38	788,348	31.3%	246,479	4,460,948	1,455,161	23.4%	75.4%
12/31/1989	27	639,962	36.0%	230,328	5,189,846	1,976,463	26.6%	72.4%
12/31/1991	23	585,898	33.3%	195,273	5,999,964	1,427,422	25.5%	80.8%
12/31/1993	22	620,116	25.2%	156,484	7,271,255	544,779	25.4%	93.0%
12/31/1995	* 21	676,847	25.6%	173,401	8,897,591	148,392	29.8%	98.4%
12/31/1997	* 17	608,602	55.9%	339,974	10,797,686	1,295,764	38.0%	89.3%
12/31/1999	10	367,188	53.7%	197,315	12,352,474	588,369	37.7%	95.5%
12/31/2001	* 6	234,765	405.5%	952,076	12,920,017	4,319,925	55.4%	74.9%
12/31/2003	* 1	52,016	3270.0%	1,700,905	11,936,657	7,897,191	54.6%	60.2%
12/31/2005	* 0	0	0.0%	2,095,694	10,243,228	9,876,369	0.0%	50.9%
12/31/2007	* 0	0	0.0%	2,140,648	8,720,172	9,846,821	0.0%	47.0%
12/31/2008	0	0	0.0%	2,187,385	7,458,831	10,062,629	0.0%	42.6%
12/31/2009	* 0	0	0.0%	3,155,357	6,764,710	14,084,318	0.0%	32.4%
12/31/2010	0	0	0.0%	3,240,353	6,055,027	14,456,071	0.0%	29.5%
12/31/2011	0	0	0.0%	3,346,655	5,244,338	14,915,285	0.0%	26.0%
12/31/2012	0	0	0.0%	3,402,323	4,514,274	15,159,613	0.0%	22.9%
12/31/2013	0	0	0.0%	3,250,675	4,280,264	14,484,578	0.0%	22.8%
12/31/2014	0	0	0.0%	3,214,908	4,048,621	14,308,341	0.0%	**22.1%**

*Benefits or assumptions changed

Valuation Date	Part-Paid/Volunteer Active Members	Actuarial Computed Employer Contribution
12/31/1999	0	0
12/31/2001 *	0	3,123
12/31/2003 *	0	14,807
12/31/2005 *	0	18,412
12/31/2007 *	0	16,368
12/31/2008	0	16,918
12/31/2009 *	0	20,310
12/31/2010	0	19,135
12/31/2011	0	16,374
12/31/2012	0	15,797
12/31/2013	0	15,241
12/31/2014	0	11,271

EXHIBIT 5

SHORT CONDITION TEST

The Arkansas General Assembly has stated that the funding objective for these plans is to pay for benefits with contributions that remain level as a percentage of employee payroll. Thus, the long-term condition test is met when the actual contributions are fairly level and are paid when due.

A short condition test can be used to measure a plan's progress. Under the short condition test, the fund's assets are compared with:

1) Active member contributions;
2) The liabilities for future benefits to the present retirees and inactive members;
3) The liabilities for service already rendered by active members.

If the plan has been following level cost funding, liability (1) and liability (2) above will almost always be fully covered by the rest of the present assets. In addition, liability (3) above will at least partially funded. The larger the funded portion of liability (3), the stronger the condition of the fund.For a closed fund i.e., one like yours, where no new members are admitted), the funded portion of liability (3) should be steadily increasing.

The following table illustrates the history of the short condition test for this plan:

	Computed Actuarial Liabilities				Portion of Liabilities covered by Assets		
Valuation Date	(1) Active Members Contributions	(2) Retirees, Inactives, and DROPS	(3) Actives-Employer Financed	Valuation Assets	(1)	(2)	(3)
12/31/1984	236,541	1,464,696	2,571,042	3,078,619	100%	100%	54%
12/31/1986	263,129	2,753,772	2,368,923	4,006,484	100%	100%	42%
12/31/1987	308,829	2,754,276	2,853,004	4,460,948	100%	100%	49%
12/31/1989	274,405	4,560,672	2,331,232	5,189,846	100%	100%	15%
12/31/1991	292,477	5,072,169	2,062,740	5,999,964	100%	100%	31%
12/31/1993	353,891	5,005,131	2,457,012	7,271,255	100%	100%	78%
12/31/1995	418,412	5,101,995	3,525,576	8,897,591	100%	100%	96%
12/31/1997	401,937	7,315,705	4,375,808	10,797,686	100%	100%	70%
12/31/1999	267,239	10,017,182	2,656,421	12,352,474	100%	100%	78%
12/31/2001	171,157	14,565,274	250,351	12,920,017	100%	88%	0%
12/31/2003	33,201	19,228,546	57,210	11,936,657	100%	62%	0%
12/31/2005	0	20,119,597	0	10,243,228	100%	51%	0%
12/31/2007	0	18,566,993	0	8,720,172	100%	47%	0%
12/31/2008	0	17,521,460	0	7,458,831	100%	43%	0%
12/31/2009	0	20,849,028	0	6,764,710	100%	32%	0%
12/31/2010	0	20,511,098	0	6,055,027	100%	30%	0%
12/31/2011	0	20,159,623	0	5,244,338	100%	26%	0%
12/31/2012	0	19,673,887	0	4,514,274	100%	23%	0%
12/31/2013	0	18,764,842	0	4,280,264	100%	23%	0%
12/31/2014	0	18,356,962	0	4,048,621	100%	22%	0%

Exhibit 6

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants and total salary.

Actives

		Years of Service							
Age		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	Total
Under 25	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0
	Salary	0	0	0	0	0	0	0	0

Exhibit 6

Employee Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present participants by the number of participants.

Volunteers/Part-Paid Actives

		Years of Service							
Age		0-5	5-10	10-15	15-20	20-25	25-30	30 and Over	Total
Under 25	Count	0	0	0	0	0	0	0	0
25-29	Count	0	0	0	0	0	0	0	0
30-34	Count	0	0	0	0	0	0	0	0
35-39	Count	0	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0	0
65 & Over	Count	0	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0	0

Exhibit 6

Inactive Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the present payees by the number of payees and total annual benefit.

Retirees and Survivors

		Years Since Retirement							
Age		0-1	1-2	2-3	3-4	4-5	5-10	10 and Over	Total
Under 40	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
40-44	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
45-49	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
50-54	Count	0	0	0	0	0	0	1	**1**
	Benefit	0	0	0	0	0	0	21,465	**21,465**
55-59	Count	0	0	0	0	0	6	3	**9**
	Benefit	0	0	0	0	0	271,496	86,069	**357,565**
60-64	Count	0	0	0	0	0	1	6	**7**
	Benefit	0	0	0	0	0	48,927	213,442	**262,369**
65-69	Count	0	0	0	0	0	0	9	**9**
	Benefit	0	0	0	0	0	0	251,749	**251,749**
70-74	Count	0	0	0	0	0	1	6	**7**
	Benefit	0	0	0	0	0	73,302	143,039	**216,341**
75-79	Count	0	0	0	0	0	0	9	**9**
	Benefit	0	0	0	0	0	0	158,933	**158,933**
80-84	Count	0	0	0	0	0	0	4	**4**
	Benefit	0	0	0	0	0	0	57,390	**57,390**
85 & Over	Count	0	0	0	0	0	0	6	**6**
	Benefit	0	0	0	0	0	0	30,997	**30,997**
Unknown Age	Count	0	0	0	0	0	0	0	**0**
	Benefit	0	0	0	0	0	0	0	**0**
Total	Count	**0**	**0**	**0**	**0**	**0**	**8**	**44**	**52**
	Benefit	**0**	**0**	**0**	**0**	**0**	**393,725**	**963,084**	**1,356,809**

This includes 36 retirees with annual benefit of $1,143,507 .
This includes 2 disableds with annual benefit of $40,110 .
This includes 14 survivors with annual benefit of $173,192 .

Exhibit 6

Deferred Retirement Option Plan Profile

Employee data needed for the valuation was obtained from the records furnished by the Arkansas Fire and Police Pension Review Board. The following table shows a detailed breakdown of the current participants on DROP by the number of participants and total annual DROP benefit.

DROP Participants

		Years Since Electing DROP						
Age		0-1	1-2	2-3	3-4	4-5	5-10	Total
Under 40	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
40-44	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
45-49	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
50-54	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
55-59	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
60-64	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
65-69	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
70-74	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
75 & Over	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Unknown Age	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0
Total	Count	0	0	0	0	0	0	0
	Benefit	0	0	0	0	0	0	0

EXHIBIT 7

PRINCIPLE PROVISIONS OF THE PLAN

EMPLOYEE	Member of Fire Department
EMPLOYER	Fayetteville Fire Department
MEMBERSHIP	Condition of Employment. Firefighters hired after 1982 must join the statewide Local Police and Firefighters Retirement System
CREDITABLE SERVICE	Determined on basis of service since employment
CONTRIBUTIONS	
Employee	6% of salary. Volunteers contribute $12/year. Refundable if member terminates before retirement eligibility.
Employer	1. Matching contribution equal to employee contribution 2. State Insurance Premium Tax turnback 3. Local Millage
FINAL SALARY	Salary attached to the rank of the member at time of retirement, based on regularly scheduled work-week.
DEFERRED RETIREMENT OPTION PLAN	This plan has elected to participate in the Deferred Retirement Option Plan effective 01/25/1996. Members who elect to participate have a DROP account that is increased by the monthly amount of their retirement as if they had retired as of the date DROP was elected. Has not elected coverage under Act 1457 of 1999.
RETIREMENT BENEFITS	
Eligibility	20 Years of Service regardless of age.
Benefit	90% of Final Salary, but not less than $4,200. ($1,200/year for volunteer/part-paid). If service exceeds 20 years, the annual benefit is increased by $240 for each year over 20, up to $1,200/year extra. ($120 for each year over 20 up to $600/year for volunteer/part-paid). If service is more than 25 years, member receives an extra 1.25% (for each year over 25) of Final Salary, payable once the retiree reaches age 60. The benefit cannot exceed 100% of Final Salary.

EXHIBIT 7 (Continued)

DEATH BENEFITS

Eligibility	Death before 20 Years of Service not occurring while performing work in gainful employment outside the fire department, or death after 20 years.
Benefit	1. Widow receives same amount as member is receiving or eligible for. 2. Each child under age 19 receives $1,500/year. ($300/year for volunteer/part-paid). If no surviving spouse, child receives spouse's benefit to age 19.

DISABILITY BENEFITS

Eligibility	Permanent physical or mental disability not acquired while performing work in gainful employment outside the fire department.
Benefit	Full Paid Non-duty disability Retirement benefit but not less than $4,200/year. Full Paid Duty related disability Retirement benefit but not less than 65% of Final Salary and not less than $4,200/year. Volunteer/Part-Paid: Computed as voluntary retirement benefit

EXHIBIT 8

ACTUARIAL METHODS AND ASSUMPTIONS

The assumptions for this valuation have been selected in accordance with Actuarial Standards of Practice No. 27.The asset valuation method is prescribed in Arkansas Code Annotated 24-11-207. This prescribed asset valuation method directly impacts the investment return assumption. The assumed salary growth is restricted by A.C.A. 24-11-205 in relation to the investment return assumption.

ACTUARIAL COST METHOD

The "entry age normal" cost method has been used.

PRE-RETIREMENT MORTALITY

Deaths have been projected on the basis of the 1983 Group Annuity Table for Males, set back five years for females. Mortality rates at a few sample ages are:

Age	Mortality rate per 1,000
25	0.464
35	0.860
45	2.183
55	6.131

POST RETIREMENT MORTALITY

The 1983 Group Annuity Mortality Table was used. For females, the male table was used with a five-year setback. The life expectancy according to this table is as follows:

Age	Males	Females
55	24.87	29.23
65	16.74	20.68

MORTALITY BASIS AND PROJECTION

The mortality assumptions do not include a projection for mortality improvement. These rates were chosen after an experience study for 2007-2012. No projection was deemed necessary at this time since the recent experience study did not show significant improvement over an experience study for 2000-2006 deaths.

The 1971 Group Annuity Table for Males, set back five years for females was used before the 12/31/2007 Valuation.

VOLUNTARY TERMINATIONS

Annual termination rates at a few sample ages are:

Age	Termination rate per 1,000
20	40
25	35
30	29
35	15
40	6
45	5
50	5
55	5

EXHIBIT 8 (continued)

When a person had less than 4 years of service, we assumed that his chances of voluntary termination were a multiple of thereafter rates, with the following multiples being used:

1st year	2.85
2nd year	2.00
3rd year	1.50
4th year	1.15

ASSUMED DISCOUNT RATE

5.0%

The reports for the valuations as of 12/31/2009 through 12/31/2012 were completed using an assumed discount rate of 5%.

A study of the returns of all fire and police plans was made of the 2006-2012 experience. The components and variations of appropriate portfolios were also reviewed. The Pension Review Board determined that for comparison with previous years and with other similar plans that a single discount assumption of 5% should be used.

DISABILITIES

We continued the disability rates used in prior reports. Disability rates at a few sample ages are:

Age	Disability rate per 1,000
20	0.8
25	0.8
30	0.8
35	0.8
40	2.0
45	2.6
50	4.9
55	8.9
60	14.1

One third of the disabilities were assumed to be service related.

For mortality after disability, we assumed rates based on the Eleventh Actuarial Valuation of the Railroad Retirement System, for occupational disabilities

ASSET VALUATION

See Exhibit 3, Part J

EXHIBIT 8 (continued)

SALARY GROWTH

We have used the salary scale used in prior reports. Annual assumed growth at a few sample ages is:

	ANNUAL SALARY INCREASE		
Age	Base	Merit	Total
20	4.0%	4.0%	8.0%
25	4.0%	3.2%	7.2%
30	4.0%	2.8%	6.8%
35	4.0%	2.5%	6.5%
40	4.0%	2.2%	6.2%
45	4.0%	1.7%	5.7%
50	4.0%	1.2%	5.2%
55	4.0%	0.7%	4.7%
60	4.0%	0.2%	4.2%

EXPECTED RETIREMENT AND DROP PATTERN

Since the plan allows full benefits at ages younger than the traditional "65", an assumption that will have an important impact is what percentage of people who are eligible for this early retirement will actually take advantage of it.

This will depend on intangible things such as the economy, health, financial ability to retire, Social Security eligibility, and work patterns. Based on recent experience, we are using the following assumed rates:

	Retirement rate per 1,000	
Age	Retirement	DROP
40-59	100	200
60+	1,000	0

Note: A member was assumed to be eligible for retirement or DROP after attaining age 40 with 20 years of service. It is also assumed that twice the normal number will retire or elect DROP in the first year of eligibility.

EXHIBIT 8 (continued)

RETIREMENT PATTERN AFTER ELECTION OF DROP

Once a person is on DROP (Deferred Retirement Option Program), they were assumed to retire from the department as follows:

Years on DROP	Retirement rate per 1,000
1	100
2	200
3	200
4	300
5 or more	1,000

APPENDIX 1

Discussion of GASB 67

Accounting Standard

For pension plans that are administered through trusts or equivalent arrangements, Govermental Accounting Stands Board (GASB) Statement No. 67, "Financial Reporting for Pension Plans," (GASB 67) replaces Statements No. 25 and No. 50. GASB 67 establishes standards of financial reporting and specifies the required approach for measuring the pension liability of employers for benefits provided through the pension plan.

This discussion provides a summary of the information that is required to be disclosed under GASB 67. A number of these disclosure items are provided in this report as noted. However, certain information, such as notes regarding accounting policies and investments, is not included in this report, and your internal staff will be responsible for preparing that information to fully comply with this accounting standard.

Financial Statements

GASB 67 requires defined benefit pension plans to present two financial statements: a statement of fiduciary plan net position and a statement of changes in fiduciary plan net position. Based on the information that was provided to our firm, we compiled the Financial Statements that are included in this report as Exhibit 3.

Notes to Financial Statements

Paragraph 30 of GASB 67 is an extensive list of notes to the plan's financial statements that are required to provide additional disclosure. Many of these notes concern the plan provisions and the actuarial assumptions used in making the calculations under this standard. Those items are included as Exhibits 7 and 8 in this report.

Please note that several items mentioned in Paragraph 30 are beyond the scope of the included information. Your internal staff will be responsible for preparing those notes.

This report includes some notes that are actuarial in nature and are written in the format we understand is desired by GASB 67. These notes are included as Appendix 2 of this report. These are only selected notes and not intended to be a complete compilation of notes to the financial statements.

Required Supplementary Information

GASB 67 requires a 10-fiscal year history of various information about the pension liability. These schedules may be built prospectively since the presentation is not the same as all previous years under previous standards. The four schedules are:

- Schedule of changes in the net pension liability.
- Schedule of the components of net pension liability along with related ratios.
- Comparison of actual employer contributions to the actuarially determined contributions based on the plan's funding policy.
- Schedule of the annual money-weighted rate of return on pension plan investments.

These compilations can be found in Appendix 4 of this report. Please note that the money-weighted rate of return schedule is based on all transactions occurring at mid-year. The standard calls for a monthly calculation of the weighted, but we do not have the data sufficient to make that calculation.

Single Discount Rate

Projected benefit payments are required to be discounted to actuarial present values using a single discount rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) a tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's net position with contributions associated with current plan member and the long-term expected rate of return are not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 5.0%; the municipal bond rate is 4.29%; and the resulting single discount rate is 4.4224%. The resulting demonstration of the single discount rate calculation is shown in Appendix 4.

Valuation Date, Effective Date and Transition

GASB 67 is effective for fiscal years beginning after June 15, 2013. Since the fiscal year under consideration for this report is 2014, the corresponding financial statement covers the fiscal year from January 1, 2014 to December 31, 2014. We understand that the plan fiscal year and the employer's fiscal year are the same. Therefore, the calculations included in this report are not projected and reflect the beginning and the end of the above stated fiscal year.

APPENDIX 2

Notes to the Financial Statements

Cost of Living Adjustment (COLA)

The board of trustees has the ability to make ad hoc cost of living adjustments (COLA) and other benefit improvements through a process that requires actuarial soundness and approval by the Pension Review Board. Therefore, in the opinion of the actuary, any increases are not substantively automatic, and no COLA is included in the determination of the Total Pension Liability.

Long-Term Expected Return on Plan Assets

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return. The rates were built on a target allocation for all local police and fire pension funds, the target for an individual fund will vary within the guidelines of Arkansas law and regulation. The target allocation and the long-term expected rates of return are shown in the table below:

Asset Class	Target Allocation	Long-term Expected Rate of Return
Domestic Fixed Income	80%	5.0%
International Fixed Income		
Domestic Equity	10%	7.8%
Foreign Equity		
Cash	10%	2.0%
Total	100%	5.0%

Single Discount Rate

A single discount rate of 4.4224% was used to measure the Total Pension Liability. This single discount rate was based on the expected rate of return on pension plan investments of 5.0%. The projection of cash flows, based on the assumptions made, found that the pension plan's net position was insufficient to make all projected future benefit payments of current plan members. Therefore, the single discount rate was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Regarding the sensitivity of the Net Pension Liability to changes in the single discount rate, the follow presents the plan's net pension liability, calculated using a single discount rate of 4.42%, as well as what the plan's net pension liability would be if it were calculated using a single discount rate that is 1-percentage point lower or 1-percentage point higher:

	1% Decrease 3.42%	Current Single Rate Assumed 4.42%	1% Increase 5.42%
Total Pension Liability	21,269,266	19,118,634	17,318,206
Net Pension Liability	16,891,709	14,741,077	12,940,649

APPENDIX 3

Required Supplementary Information

GASB 67 requires a 10-fiscal year history of various information about the pension liability. These schedules may be built prospectively since the presentation is not the same as all previous years under previous standards. The four schedules are:

- Schedule of changes in the net pension liability.
- Schedule of the components of net pension liability along with related ratios.
- Comparison of actual employer contributions to the actuarially determined contributions based on the plan's funding policy.
- Schedule of the annual money-weighted rate of return on pension plan investments.

Please note that the money-weighted rate of return schedule is based on all transactions occurring at mid-year. The standard calls for a monthly calculation of the weighted, but we do not have the data sufficient to make that calculation.

The actuarially determined contribution rate was not calculated in the fashion described historically. Therefore, that schedule will be completed prospectively.

The schedules follow this page.

City of Fayetteville, Arkansas Firefighters Pension Fund
Schedules of Required Supplementary Information
Schedule of Changes in the Employers' Net Pension Liability and Related Ratios

Fiscal Year ending December 31,	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005
Total Pension Liability										
Service Cost	0	0	0	0	0	0	0			
Interest	904,284	948,987	972,465	989,738	1,006,595	840,137	878,110			
Benefit Changes	0	0	0	0	0	0	0			
Difference between Actual & Expected Experience	46,177	-469,723	-37,542	91,460	89,744	79,739	75,943			
Assumption changes	761,664	0	0	0	0	3,845,153	0			
Benefit Payments	-1,358,341	-1,388,309	-1,420,659	-1,432,673	-1,434,269	-1,437,460	-1,989,586			
Net Change in Total Pension Liability	353,784	-909,045	-485,736	-351,475	-337,930	3,327,568	-1,035,533			
Total Pension Liability - Beginning	18,764,842	19,673,887	20,159,623	20,511,098	20,849,028	17,521,460	18,556,993			
Total Pension Liability - Ending	19,118,626	18,764,842	19,673,887	20,159,623	20,511,098	20,849,028	17,521,460			
Plan Fiduciary Net Position										
Contributions - Employee	0	0	0	0	0	0	1,356			
Contributions - Employer	525,903	527,441	511,967	498,415	509,165	485,735	590,441			
Net Investment Income	588,688	806,249	579,820	379,363	718,363	919,799	-1,497,830			
Benefit Payments	-1,358,341	-1,388,309	-1,420,659	-1,432,673	-1,434,269	-1,437,460	-1,989,586			
Administrative Expense	-3,550	-3,454	-3,617	-3,595	-6,859	-3,750	-6,427			
Reconciliation	0	0	0	0	0	0	0			
Net Change in Plan Net Position	-247,300	-58,073	-332,489	-558,490	-213,600	-35,676	-2,902,046			
Plan Fiduciary Net Position - Beginning	4,624,857	4,682,930	5,015,419	5,573,909	5,787,509	5,823,185	8,725,231			
Plan Fiduciary Net Position - Ending	4,377,557	4,624,857	4,682,930	5,015,419	5,573,909	5,787,509	5,823,185			
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	22.90%	24.65%	23.80%	24.88%	27.18%	27.76%	33.23%			
Covered Employee Payroll	0	0	0	0	0	0	0			
Net Pension Liability as a Percentage of Covered Employee Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A			

Appendix 3 – Continued

City of Fayetteville, Arkansas Firefighters Pension Fund
Schedule of Required Supplementary Information
Schedule of Net Pension Liability

FY ending December 31,		(TPL) Total Pension Liability	Plan Net Position	(NPL) Net Pension Liability	Net Position as % of TPL	Covered Payroll	NPL as % of Payroll
12/31/2007	a	18,566,993	8,725,231	9,841,762	46.99%	0	N/A
12/31/2008	a	17,521,460	5,823,185	11,698,275	33.23%	0	N/A
12/31/2009	b	20,849,028	5,787,509	15,061,519	27.76%	0	N/A
12/31/2010	b	20,511,098	5,573,909	14,937,189	27.18%	0	N/A
12/31/2011	b	20,159,623	5,015,419	15,144,204	24.88%	0	N/A
12/31/2012	b	19,673,887	4,682,930	14,990,957	23.80%	0	N/A
12/31/2013	b	18,764,842	4,624,857	14,139,985	24.65%	0	N/A
12/31/2014	c	19,118,634	4,377,557	14,741,077	22.90%	0	N/A

Note: a full 10 year schedule will be completed as information is available.

a. 1983 GAM, 7.00%
b. 1983 GAM, 5.00%
c. 1983 GAM, 4.42%

Appendix 3 – Continued

City of Fayetteville, Arkansas Firefighters Pension Fund
Schedule of Required Supplementary Information
Schedule of Contributions

FY ending December 31,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as % of Payroll
2005					
2006					
2007					
2008					
2009					
2010					
2011					
2012	3,414,645	741,091	2,673,554	N/A	N/A
2013	3,380,092	747,511	2,632,581	N/A	N/A
2014	3,188,219	756,819	2,431,400	N/A	N/A

Key Assumptions for ADC:

Cost Method	Entry Age Normal
Amortization Method	Level dollar, open
Remaining amortization	5 years
Asset Valuation	Market Value
Investment rate of return	5.00%
Mortality	1983 Group Annuity Mortality

Note: a full 10 year schedule will be completed as information is available.

Appendix 3 – Continued

City of Fayetteville, Arkansas Firefighters Pension Fund
Schedule of Required Supplementary Information
Schedule of Investment Returns

FY ending December 31,	Annual Money-weighted Rate of Return
2005	1.91%
2006	10.13%
2007	7.52%
2008	-18.67%
2009	14.68%
2010	11.06%
2011	4.80%
2012	7.51%
2013	13.45%
2014	8.27%

The amounts shown are net of investment expenses.

The actuary calculated these rates with the information that was provided, therefore, these rates are annual money-weighted. Monthly money-weighted returns are not available.

APPENDIX 4

Calculation of the Single Discount Rate

GASB 67 includes a specific requirement for the discount rate that is used for the purpose of the measurement of the Total Pension Liability. This rate considers the ability of the fund to meet benefit obligations in the future. To make this determination, employer contributions, employee contributions, benefit payments, expenses and investment returns are projected into the future. The Plan Net Position (assets) in future years can then be projected and compared to the obligation to make benefit payments in those years. As long as assets are projected to be on hand in a future year, the assumed valuation discount rate is used. In years where assets are not projected to be sufficient to meet benefit payments, the use of a "risk-free" rate is required. The single discount rate is equivalent to applying these two rates to the benefits that are projected to be paid during the different time periods.

For the purpose of this valuation, the expected rate of return on pension plan investments if 5.0%; the municipal bond rate is 4.29%; and the resulting single discount rate is 4.4224%.

The following tables are shown in this exhibit to provide the background for the development of the single discount rate:

- Projection of Benefit Payments and Actuarially Determined Contributions
- Projection of Contributions. Since this plan is frozen with no new participants, there are no expected contributions projected for new participants
- Projection of Plan Fiduciary Net Position
- Present Values of Projected Benefit Payments

The Local Police and Fire Pension Funds do not have formal funding policies. They typically contribute the amounts required by law as outlined in Exhibit 7. For purposes of this projection, any millage amount is assumed to increase by 1% annually; the premium tax and additional allocation revenues, if any, are changed in proportion to the Net Pension Liability; all other sources are assumed to remain level.

These projections are generated under the guidelines of GASB 67 and the related implementation guide. They should be used solely to determine the single discount rate as defined in the GASB statements. Any implication beyond that determination is beyond the scope of this report.

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Projected Benefit Payments: Current Retirees	DROP	Current Actives	Total	Projected Net Pension Liability at Beg of Year	Projected Actuarially Determined Contribution
1	1,343,422	0	0	1,343,422	13,663,428	3,080,767
2	1,335,052	0	0	1,335,052	13,565,988	3,058,796
3	1,325,172	0	0	1,325,172	13,460,019	3,034,903
4	1,313,820	0	0	1,313,820	13,345,196	3,009,013
5	1,301,050	0	0	1,301,050	13,221,179	2,981,051
6	1,286,874	0	0	1,286,874	13,087,621	2,950,937
7	1,271,232	0	0	1,271,232	12,944,160	2,918,590
8	1,254,038	0	0	1,254,038	12,790,422	2,883,925
9	1,235,235	0	0	1,235,235	12,626,021	2,846,857
10	1,214,725	0	0	1,214,725	13,232,757	2,983,661
11	1,192,387	0	0	1,192,387	12,644,602	2,851,047
12	1,168,123	0	0	1,168,123	12,050,021	2,716,983
13	1,141,852	0	0	1,141,852	11,450,675	2,581,846
14	1,113,545	0	0	1,113,545	10,848,393	2,446,046
15	1,083,087	0	0	1,083,087	10,245,119	2,310,022
16	1,050,438	0	0	1,050,438	9,643,019	2,174,264
17	1,015,723	0	0	1,015,723	9,044,406	2,039,291
18	978,968	0	0	978,968	8,451,580	1,905,623
19	940,281	0	0	940,281	7,866,928	1,773,799
20	899,867	0	0	899,867	7,292,848	1,644,358
21	857,923	0	0	857,923	6,731,644	1,517,820
22	814,728	0	0	814,728	6,185,535	1,394,686
23	770,492	0	0	770,492	5,656,562	1,275,416
24	725,426	0	0	725,426	5,146,654	1,160,444
25	679,845	0	0	679,845	4,657,617	1,050,178
26	633,971	0	0	633,971	4,191,026	944,973
27	588,015	0	0	588,015	3,748,304	845,150
28	542,261	0	0	542,261	3,330,728	750,997
29	497,010	0	0	497,010	2,939,349	662,751
30	452,514	0	0	452,514	2,574,958	580,590
31	409,017	0	0	409,017	2,238,128	504,643
32	366,807	0	0	366,807	1,929,210	434,989
33	326,183	0	0	326,183	1,648,273	371,645
34	287,340	0	0	287,340	1,395,086	314,558
35	250,498	0	0	250,498	1,169,206	263,627
36	216,016	0	0	216,016	969,936	218,697
37	184,200	0	0	184,200	796,181	179,519
38	155,170	0	0	155,170	646,471	145,763
39	129,051	0	0	129,051	519,145	117,055
40	106,001	0	0	106,001	412,326	92,969
41	85,988	0	0	85,988	323,881	73,027
42	68,850	0	0	68,850	251,604	56,730
43	54,406	0	0	54,406	193,346	43,595
44	42,480	0	0	42,480	147,037	33,153
45	32,806	0	0	32,806	110,682	24,956
46	25,052	0	0	25,052	82,463	18,593
47	18,915	0	0	18,915	60,811	13,711
48	14,146	0	0	14,146	44,391	10,009
49	10,486	0	0	10,486	32,055	7,228
50	7,690	0	0	7,690	22,869	5,156

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Projected Benefit Payments: Current Retirees	DROP	Current Actives	Total	Projected Net Pension Liability at Beg of Year	Projected Actuarially Determined Contribution
51	5,569	0	0	5,569	16,101	3,630
52	3,980	0	0	3,980	11,176	2,520
53	2,803	0	0	2,803	7,640	1,723
54	1,941	0	0	1,941	5,139	1,159
55	1,321	0	0	1,321	3,398	766
56	882	0	0	882	2,209	498
57	578	0	0	578	1,412	318
58	372	0	0	372	887	200
59	235	0	0	235	549	124
60	146	0	0	146	334	75
61	89	0	0	89	201	45
62	54	0	0	54	119	27
63	32	0	0	32	69	16
64	19	0	0	19	40	9
65	11	0	0	11	22	5
66	6	0	0	6	11	3
67	3	0	0	3	6	1
68	2	0	0	2	2	1
69	1	0	0	1	1	0
70	0	0	0	0	0	0
71	0	0	0	0	0	0
72	0	0	0	0	0	0
73	0	0	0	0	0	0
74	0	0	0	0	0	0
75	0	0	0	0	0	0
76	0	0	0	0	0	0
77	0	0	0	0	0	0
78	0	0	0	0	0	0
79	0	0	0	0	0	0
80	0	0	0	0	0	0
81	0	0	0	0	0	0
82	0	0	0	0	0	0
83	0	0	0	0	0	0
84	0	0	0	0	0	0
85	0	0	0	0	0	0
86	0	0	0	0	0	0
87	0	0	0	0	0	0
88	0	0	0	0	0	0
89	0	0	0	0	0	0
90	0	0	0	0	0	0
91	0	0	0	0	0	0
92	0	0	0	0	0	0
93	0	0	0	0	0	0
94	0	0	0	0	0	0
95	0	0	0	0	0	0
96	0	0	0	0	0	0
97	0	0	0	0	0	0
98	0	0	0	0	0	0
99	0	0	0	0	0	0
100	0	0	0	0	0	0

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Payroll for Current Employees	Employee Contributions Current Emps.	Employer Contributions Millage	Employer Contributions Other	Employer Contributions Prem Tax	Employer Contributions Add Alloc	Total Contribuitons
1	0	0	525,000	0	182,500	49,000	756,500
2	0	0	530,250	0	181,199	48,651	760,099
3	0	0	535,553	0	179,783	48,271	763,606
4	0	0	540,908	0	178,249	47,859	767,016
5	0	0	546,317	0	176,593	47,414	770,324
6	0	0	551,780	0	174,809	46,935	773,524
7	0	0	557,298	0	172,893	46,421	776,612
8	0	0	562,871	0	170,839	45,869	779,580
9	0	0	568,500	0	168,644	45,280	782,423
10	0	0	574,185	0	176,748	47,456	798,388
11	0	0	579,927	0	168,892	45,346	794,165
12	0	0	585,726	0	160,950	43,214	789,890
13	0	0	591,583	0	152,945	41,065	785,592
14	0	0	597,499	0	144,900	38,905	781,304
15	0	0	603,474	0	136,842	36,741	777,057
16	0	0	609,509	0	128,800	34,582	772,891
17	0	0	615,604	0	120,805	32,435	768,844
18	0	0	621,760	0	112,886	30,309	764,955
19	0	0	627,977	0	105,077	28,213	761,267
20	0	0	634,257	0	97,409	26,154	757,820
21	0	0	640,600	0	89,913	24,141	754,654
22	0	0	647,006	0	82,619	22,183	751,808
23	0	0	653,476	0	75,554	20,286	749,315
24	0	0	660,011	0	68,743	18,457	747,211
25	0	0	666,611	0	62,211	16,703	745,525
26	0	0	673,277	0	55,979	15,030	744,286
27	0	0	680,010	0	50,065	13,442	743,517
28	0	0	686,810	0	44,488	11,945	743,242
29	0	0	693,678	0	39,260	10,541	743,479
30	0	0	700,615	0	34,393	9,234	744,242
31	0	0	707,621	0	29,894	8,026	745,541
32	0	0	714,697	0	25,768	6,919	747,384
33	0	0	721,844	0	22,016	5,911	749,771
34	0	0	729,062	0	18,634	5,003	752,699
35	0	0	736,353	0	15,617	4,193	756,163
36	0	0	743,716	0	12,955	3,478	760,150
37	0	0	751,154	0	10,634	2,855	764,643
38	0	0	758,665	0	8,635	2,318	769,618
39	0	0	766,252	0	6,934	1,862	775,048
40	0	0	773,914	0	5,507	1,479	780,900
41	0	0	781,653	0	4,326	1,162	787,141
42	0	0	789,470	0	3,361	902	793,733
43	0	0	797,365	0	2,582	693	800,641
44	0	0	805,338	0	1,964	527	807,830
45	0	0	813,392	0	1,478	397	815,267
46	0	0	821,526	0	1,101	296	822,923
47	0	0	829,741	0	812	218	830,771
48	0	0	838,038	0	593	159	838,790
49	0	0	846,419	0	428	115	846,962
50	0	0	854,883	0	305	82	855,270

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Payroll for Current Employees	Employee Contributions Current Emps.	Employer Contributions Millage	Employer Contributions Other	Employer Contributions Prem Tax	Employer Contributions Add Alloc	Total Contribuitons
51	0	0	863,432	0	215	58	863,705
52	0	0	872,066	0	149	40	872,255
53	0	0	880,787	0	102	27	880,916
54	0	0	889,595	0	69	18	889,682
55	0	0	898,490	0	45	12	898,548
56	0	0	907,475	0	30	8	907,513
57	0	0	916,550	0	19	5	916,574
58	0	0	925,716	0	12	3	925,731
59	0	0	934,973	0	7	2	934,982
60	0	0	944,323	0	4	1	944,328
61	0	0	953,766	0	3	1	953,769
62	0	0	963,303	0	2	0	963,305
63	0	0	972,936	0	1	0	972,938
64	0	0	982,666	0	1	0	982,666
65	0	0	992,492	0	0	0	992,493
66	0	0	1,002,417	0	0	0	1,002,418
67	0	0	1,012,442	0	0	0	1,012,442
68	0	0	1,022,566	0	0	0	1,022,566
69	0	0	1,032,792	0	0	0	1,032,792
70	0	0	1,043,120	0	0	0	1,043,120
71	0	0	1,053,551	0	0	0	1,053,551
72	0	0	1,064,086	0	0	0	1,064,086
73	0	0	1,074,727	0	0	0	1,074,727
74	0	0	1,085,474	0	0	0	1,085,474
75	0	0	1,096,329	0	0	0	1,096,329
76	0	0	1,107,292	0	0	0	1,107,292
77	0	0	1,118,365	0	0	0	1,118,365
78	0	0	1,129,549	0	0	0	1,129,549
79	0	0	1,140,845	0	0	0	1,140,845
80	0	0	1,152,253	0	0	0	1,152,253
81	0	0	1,163,775	0	0	0	1,163,775
82	0	0	1,175,413	0	0	0	1,175,413
83	0	0	1,187,167	0	0	0	1,187,167
84	0	0	1,199,039	0	0	0	1,199,039
85	0	0	1,211,029	0	0	0	1,211,029
86	0	0	1,223,140	0	0	0	1,223,140
87	0	0	1,235,371	0	0	0	1,235,371
88	0	0	1,247,725	0	0	0	1,247,725
89	0	0	1,260,202	0	0	0	1,260,202
90	0	0	1,272,804	0	0	0	1,272,804
91	0	0	1,285,532	0	0	0	1,285,532
92	0	0	1,298,387	0	0	0	1,298,387
93	0	0	1,311,371	0	0	0	1,311,371
94	0	0	1,324,485	0	0	0	1,324,485
95	0	0	1,337,730	0	0	0	1,337,730
96	0	0	1,351,107	0	0	0	1,351,107
97	0	0	1,364,618	0	0	0	1,364,618
98	0	0	1,378,264	0	0	0	1,378,264
99	0	0	1,392,047	0	0	0	1,392,047
100	0	0	1,405,968	0	0	0	1,405,968

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Total Contributions	Projected Benefit Payments	Projected Admin Expenses	Projected Investment Earnings 5.00%	Projected Ending Plan Net Position
1	4,377,557	756,500	1,343,422	0	204,205	3,994,840
2	3,994,840	760,099	1,335,052	0	185,368	3,605,256
3	3,605,256	763,606	1,325,172	0	166,224	3,209,914
4	3,209,914	767,016	1,313,820	0	146,826	2,809,936
5	2,809,936	770,324	1,301,050	0	127,229	2,406,439
6	2,406,439	773,524	1,286,874	0	107,488	2,000,578
7	2,000,578	776,612	1,271,232	0	87,663	1,593,620
8	1,593,620	779,580	1,254,038	0	67,820	1,186,982
9	1,186,982	782,423	1,235,235	0	48,029	0
10	0	798,388	1,214,725	0	-10,408	0
11	0	794,165	1,192,387	0	-9,956	0
12	0	789,890	1,168,123	0	-9,456	0
13	0	785,592	1,141,852	0	-8,906	0
14	0	781,304	1,113,545	0	-8,306	0
15	0	777,057	1,083,087	0	-7,651	0
16	0	772,891	1,050,438	0	-6,939	0
17	0	768,844	1,015,723	0	-6,172	0
18	0	764,955	978,968	0	-5,350	0
19	0	761,267	940,281	0	-4,475	0
20	0	757,820	899,867	0	-3,551	0
21	0	754,654	857,923	0	-2,582	0
22	0	751,808	814,728	0	-1,573	0
23	0	749,315	770,492	0	-529	0
24	0	747,211	725,426	0	545	0
25	0	745,525	679,845	0	1,642	0
26	0	744,286	633,971	0	2,758	0
27	0	743,517	588,015	0	3,888	0
28	0	743,242	542,261	0	5,025	0
29	0	743,479	497,010	0	6,162	0
30	0	744,242	452,514	0	7,293	0
31	0	745,541	409,017	0	8,413	0
32	0	747,384	366,807	0	9,514	0
33	0	749,771	326,183	0	10,590	0
34	0	752,699	287,340	0	11,634	0
35	0	756,163	250,498	0	12,642	0
36	0	760,150	216,016	0	13,603	0
37	0	764,643	184,200	0	14,511	0
38	0	769,618	155,170	0	15,361	0
39	0	775,048	129,051	0	16,150	0
40	0	780,900	106,001	0	16,872	0
41	0	787,141	85,988	0	17,529	0
42	0	793,733	68,850	0	18,122	0
43	0	800,641	54,406	0	18,656	0
44	0	807,830	42,480	0	19,134	0
45	0	815,267	32,806	0	19,562	0
46	0	822,923	25,052	0	19,947	0
47	0	830,771	18,915	0	20,296	0
48	0	838,790	14,146	0	20,616	0
49	0	846,962	10,486	0	20,912	0
50	0	855,270	7,690	0	21,190	0

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Total Contributions	Projected Benefit Payments	Projected Admin Expenses	Projected Investment Earnings 5.00%	Projected Ending Plan Net Position
51	0	863,705	5,569	0	21,453	0
52	0	872,255	3,980	0	21,707	0
53	0	880,916	2,803	0	21,953	0
54	0	889,682	1,941	0	22,194	0
55	0	898,548	1,321	0	22,431	0
56	0	907,513	882	0	22,666	0
57	0	916,574	578	0	22,900	0
58	0	925,731	372	0	23,134	0
59	0	934,982	235	0	23,369	0
60	0	944,328	146	0	23,605	0
61	0	953,769	89	0	23,842	0
62	0	963,305	54	0	24,081	0
63	0	972,938	32	0	24,323	0
64	0	982,666	19	0	24,566	0
65	0	992,493	11	0	24,812	0
66	0	1,002,418	6	0	25,060	0
67	0	1,012,442	3	0	25,311	0
68	0	1,022,566	2	0	25,564	0
69	0	1,032,792	1	0	25,820	0
70	0	1,043,120	0	0	26,078	0
71	0	1,053,551	0	0	26,339	0
72	0	1,064,086	0	0	26,602	0
73	0	1,074,727	0	0	26,868	0
74	0	1,085,474	0	0	27,137	0
75	0	1,096,329	0	0	27,408	0
76	0	1,107,292	0	0	27,682	0
77	0	1,118,365	0	0	27,959	0
78	0	1,129,549	0	0	28,239	0
79	0	1,140,845	0	0	28,521	0
80	0	1,152,253	0	0	28,806	0
81	0	1,163,775	0	0	29,094	0
82	0	1,175,413	0	0	29,385	0
83	0	1,187,167	0	0	29,679	0
84	0	1,199,039	0	0	29,976	0
85	0	1,211,029	0	0	30,276	0
86	0	1,223,140	0	0	30,578	0
87	0	1,235,371	0	0	30,884	0
88	0	1,247,725	0	0	31,193	0
89	0	1,260,202	0	0	31,505	0
90	0	1,272,804	0	0	31,820	0
91	0	1,285,532	0	0	32,138	0
92	0	1,298,387	0	0	32,460	0
93	0	1,311,371	0	0	32,784	0
94	0	1,324,485	0	0	33,112	0
95	0	1,337,730	0	0	33,443	0
96	0	1,351,107	0	0	33,778	0
97	0	1,364,618	0	0	34,115	0
98	0	1,378,264	0	0	34,457	0
99	0	1,392,047	0	0	34,801	0
100	0	1,405,968	0	0	35,149	0

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Benefit Payments	Funded Portion of Payments	Unfunded Portion of Payments	Present Value Funded Portion of Payments	Present Value Unfunded Portion of Payments	Present Value Projected Payments at Single Disc. Rate
1	4,377,557	1,343,422	1,343,422	0	1,316,387	0	1,319,416
2	3,994,840	1,335,052	1,335,052	0	1,245,891	0	1,255,665
3	3,605,256	1,325,172	1,325,172	0	1,177,781	0	1,193,587
4	3,209,914	1,313,820	1,313,820	0	1,112,088	0	1,133,245
5	2,809,936	1,301,050	1,301,050	0	1,048,836	0	1,074,702
6	2,406,439	1,286,874	1,286,874	0	988,008	0	1,017,974
7	2,000,578	1,271,232	1,271,232	0	929,523	0	963,012
8	1,593,620	1,254,038	1,254,038	0	873,286	0	909,754
9	1,186,982	1,235,235	1,186,982	48,253	787,228	33,883	858,161
10	0	1,214,725	0	1,214,725	0	817,886	808,172
11	0	1,192,387	0	1,192,387	0	769,821	759,713
12	0	1,168,123	0	1,168,123	0	723,133	712,733
13	0	1,141,852	0	1,141,852	0	677,792	667,197
14	0	1,113,545	0	1,113,545	0	633,800	623,102
15	0	1,083,087	0	1,083,087	0	591,106	580,391
16	0	1,050,438	0	1,050,438	0	549,705	539,056
17	0	1,015,723	0	1,015,723	0	509,673	499,166
18	0	978,968	0	978,968	0	471,023	460,728
19	0	940,281	0	940,281	0	433,799	423,779
20	0	899,867	0	899,867	0	398,077	388,389
21	0	857,923	0	857,923	0	363,910	354,604
22	0	814,728	0	814,728	0	331,372	322,488
23	0	770,492	0	770,492	0	300,489	292,062
24	0	725,426	0	725,426	0	271,276	263,334
25	0	679,845	0	679,845	0	243,772	236,336
26	0	633,971	0	633,971	0	217,972	211,055
27	0	588,015	0	588,015	0	193,856	187,465
28	0	542,261	0	542,261	0	171,417	165,557
29	0	497,010	0	497,010	0	150,650	145,315
30	0	452,514	0	452,514	0	131,520	126,702
31	0	409,017	0	409,017	0	113,988	109,673
32	0	366,807	0	366,807	0	98,020	94,189
33	0	326,183	0	326,183	0	83,579	80,211
34	0	287,340	0	287,340	0	70,597	67,666
35	0	250,498	0	250,498	0	59,014	56,492
36	0	216,016	0	216,016	0	48,797	46,652
37	0	184,200	0	184,200	0	39,898	38,097
38	0	155,170	0	155,170	0	32,228	30,733
39	0	129,051	0	129,051	0	25,700	24,478
40	0	106,001	0	106,001	0	20,242	19,254
41	0	85,988	0	85,988	0	15,745	14,958
42	0	68,850	0	68,850	0	12,088	11,469
43	0	54,406	0	54,406	0	9,159	8,679
44	0	42,480	0	42,480	0	6,857	6,490
45	0	32,806	0	32,806	0	5,078	4,800
46	0	25,052	0	25,052	0	3,718	3,510
47	0	18,915	0	18,915	0	2,692	2,538
48	0	14,146	0	14,146	0	1,930	1,818
49	0	10,486	0	10,486	0	1,372	1,290
50	0	7,690	0	7,690	0	965	906

City of Fayetteville, Arkansas Firefighters Pension Fund
Single Discount Rate Devleopment
Projection of Benefit Payments Beginning January 1, 2015

Year	Beginning Plan Net Position	Projected Benefit Payments	Funded Portion of Payments	Unfunded Portion of Payments	Present Value Funded Portion of Payments	Present Value Unfunded Portion of Payments	Present Value Projected Payments at Single Disc. Rate
51	0	5,569	0	5,569	0	670	628
52	0	3,980	0	3,980	0	459	430
53	0	2,803	0	2,803	0	310	290
54	0	1,941	0	1,941	0	206	192
55	0	1,321	0	1,321	0	134	125
56	0	882	0	882	0	86	80
57	0	578	0	578	0	54	50
58	0	372	0	372	0	33	31
59	0	235	0	235	0	20	19
60	0	146	0	146	0	12	11
61	0	89	0	89	0	7	7
62	0	54	0	54	0	4	4
63	0	32	0	32	0	2	2
64	0	19	0	19	0	1	1
65	0	11	0	11	0	1	1
66	0	6	0	6	0	0	0
67	0	3	0	3	0	0	0
68	0	2	0	2	0	0	0
69	0	1	0	1	0	0	0
70	0	0	0	0	0	0	0
71	0	0	0	0	0	0	0
72	0	0	0	0	0	0	0
73	0	0	0	0	0	0	0
74	0	0	0	0	0	0	0
75	0	0	0	0	0	0	0
76	0	0	0	0	0	0	0
77	0	0	0	0	0	0	0
78	0	0	0	0	0	0	0
79	0	0	0	0	0	0	0
80	0	0	0	0	0	0	0
81	0	0	0	0	0	0	0
82	0	0	0	0	0	0	0
83	0	0	0	0	0	0	0
84	0	0	0	0	0	0	0
85	0	0	0	0	0	0	0
86	0	0	0	0	0	0	0
87	0	0	0	0	0	0	0
88	0	0	0	0	0	0	0
89	0	0	0	0	0	0	0
90	0	0	0	0	0	0	0
91	0	0	0	0	0	0	0
92	0	0	0	0	0	0	0
93	0	0	0	0	0	0	0
94	0	0	0	0	0	0	0
95	0	0	0	0	0	0	0
96	0	0	0	0	0	0	0
97	0	0	0	0	0	0	0
98	0	0	0	0	0	0	0
99	0	0	0	0	0	0	0
100	0	0	0	0	0	0	0
					9,479,029	9,639,597	19,118,634
						19,118,626	

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **September 29, 2015**

RE: **Questionable legality of the City Council agreeing to assume local police and firemen's pension debts**

In reviewing the Fayetteville Firefighters Pension Fund Special Report I received late yesterday afternoon, I noted one very important assumption which I believe is legally incorrect. On Exhibit 1, page 1 under **No Changes** the report states:

> "**No Changes.** The Pension Fund could continue on the same path that they are currently pursuing. The base benefit projection shows that the Pension Fund would deplete assets in 2020. **If you assume the city would then be responsible for the benefit payments**, then the additional contributions needed would be benefit payments in excess of millage and premium tax." (emphasis added).

Under one of the **Negative** consequences, the Actuary for the Arkansas Fire and Pension Review Board (PRB) states:

> "**Negative**. If the Fund did deplete its assets, **the City is assumed to be responsible for picking up the benefit payments.** This would be difficult for the City and would be a public relations problem." (emphasis added).

These highly questionable "assumptions" by the State Pension Relief Board are absolutely critical to your decision whether or not to consolidate the local closed pension plans with the State LOPFI retirement plan (which covers most current fire and police officers). I believe those PRB assumptions are wrong and are made without any reference to any supporting state statute that could require Fayetteville's taxpayers to pay the debts of the independent Fayetteville Police or Firefighters Pension and Relief Board and pension funds.

I believe and have opined for nine years that "the City of Fayetteville, itself, is **NOT** responsible to make pension payments if the pension fund goes broke. The Pension Board administers the Pension Fund and is responsible to make certain it remains healthy." City Attorney memo to Police Pension Board of Trustees of October 4, 2006. I warned the Fayetteville Firefighters Pension and Relief Board in my memo of April 28, 2008 that bankruptcy of the pension plan was coming. The result of such a bankruptcy would be that "(a)ll pension benefits will then be drastically reduced placing your pensioners in dire financial straits. Benefits must be reduced to sustainable levels very soon to avoid this train wreck scenario."

The Fayetteville Firemen's Pension and Relief Board is independent of the Fayetteville City Council and composed of four retired firefighters (all beneficiaries) and the Mayor as Chair and the City Clerk as Secretary. "The board thus created shall provide for the disbursement of the firemen's relief and pension fund and shall designate its beneficiaries as directed in the act." A.C.A. § 24-11-801 (b).

The Fayetteville Firemen's Pension and Relief Board is statutorily granted many powers including dispensing money from the fund by majority vote (A.C.A. § 24-11-802); making procedure rules {A.C.A. § 24-11-801 (e)}; compelling witnesses to attest and testify {A.C.A. § 24-11-803 (a)(1)(A)}; administering oaths {A.C.A. § 24-11-803 (a)(1)(B)}; disbursing

revenue from the pension fund {A.C.A. § 24-11-803 (b)}; hiring and paying trust administrators (A.C.A. § 24-9-204); and financial advisors.

I found out how independent the Fayetteville Police and Firemen's Pension and Relief Boards were during my last years as an Alderman. Even though the City had not levied any discretionary millage at that time, our local Pension Boards had been sued along with the School District and County for failing to "roll back" their millage in violation of Amendment 59 (now Article 16 § 14 of the *Arkansas Constitution*) when the property valuation had escalated over 10% from the previous year. I felt the proffered defense by the School Board, County and Pension Boards was too weak and that we should accept the reduced settlement offered by the taxpayers' attorney.

So I drafted a Resolution to do so and offered it at the Agenda Session. I was then properly informed that the Pension Boards were independent of the City and City Council and made their own legal decisions so my proposed Resolution could not be considered. I understood and withdrew my request. A couple years later my predecessor then representing the Pension Boards agreed to the final settlement of the Amendment 56 taxpayer suit and I presented his documents for approval of the Pension Boards. These agreements rolled back the millage from .5 to .4 for both Pension Funds and paid the taxpayers' attorney fees.

Later when I believed the County Assessor had misread the Tax Incremental Funding statute and constitutional amendment and misallocated the property tax increment necessary to pay off the TIF bonds, I brought a Declaratory Judgment Action and sued all entities receiving property tax millage including the Fayetteville Police and Firemen's Pension and Relief Boards as separate defendants. These Boards obtained their own lawyer, argued their side of the case and received relief in the final Judgment which resolved that case.

This Declaratory Judgment suit was decided initially at the Circuit Court level, but was modified in the City's, Library's and Pension Boards' favor following appeal to the Arkansas Supreme Court. Thus, **it is crystal**

clear that both the Fayetteville Firemen's Pension and Relief Board and the Fayetteville Police Pension and Relief Board are legally separate and independent governmental entities from the City of Fayetteville.

So why is it so important that the Fayetteville Police and Firemen's Pension Plans are independent, separate governmental entities? I will get to that in a minute when I discuss the most important and costly lawsuit ever filed against Fayetteville. But now, let's look at the state statutes governing Local Firemen's and Police Pension and Relief Boards about what happens if a pension fund runs out of money.

The statutes governing both the local Firemen's and local Police Pension Funds are clear about what happens if the Pension Fund becomes exhausted. Please note that these statutes DO NOT say the city's taxpayers are on the hook to pay anything more than the continuing millage.

> "**(b)** Should the fund provided for in this subchapter be insufficient to make full payment of the amount of pensions to all persons entitled thereto, then the fund shall be prorated among those entitled by the proper authorities as may be deemed just and equitable.
>
> • • •
>
> **(d)** For the purpose of determining how to prorate benefits, the proration shall be considered just and equitable if:
>
> **(1)** The board pays the full minimum benefit each month to all eligible beneficiaries until assets in the fund are depleted for the fiscal year, at which time all payments shall cease until revenues are received for the next fiscal year; or
>
> **(2)** The board decreases all payments to all eligible beneficiaries by an equal proportion for the fiscal year and does not allow the assets in the fund to become fully depleted." A.C.A. § 24-11-807 (b) and (d)(1)(2). **Minimum payments generally-Proration upon insufficiency of fund.**

The local Police Pension and Relief Board is also directed to prorate the benefits if the pension fund becomes depleted and insufficient to pay the full amount of benefits.

> "If at any time there should not be sufficient money in the fund to pay each person a full amount to which he or she may be entitled, the beneficiaries shall be paid by prorating the fund available among them." A.C.A. § 24-11-416. **Proration where fund insufficient.**

In neither of these statutes that describe what is to be done upon bankruptcy of the pension funds are the City or city taxpayers even mentioned. Under current state law, it appears clear that debts or lack of solvency of the local pension funds is **NOT** a Fayetteville debt, but solely the responsibility of the pension boards.

The Arkansas Fire and Pension Review Board and probably some of the local Firemen's and Police Pension and Relief Boar members are asking the City Council to assume liability for the millions of dollars of shortfall in these pension funds caused when the original retirement benefits were raised by the boards from 50% of ending salary to 90% of ending salary plus surviving spousal and other benefits. Not only would the millions of dollars eventually needed take money away from current employee needs, citizen services and capital improvements, but I am afraid such a decision might be an illegal exaction as violative of the *Arkansas Constitution.*

The City learned a hard and very expensive lesson when we were sued by our sanitation rate payers over the City's illegal attempt to pay off the failed incinerator bond issue. I studied this debacle which cost our citizens several million dollars in attorneys' fees when it occurred and vowed to myself to try to prevent its reoccurrence during my service as Fayetteville City Attorney.

The facts of the Incinerator Case and the current proposal to assume and pay the unfunded pension liabilities of our local, closed pension plans are dangerously similar. The City of Fayetteville played a large part both

in the creation of the Northwest Recovery Authority and the Fayetteville Firemen's and Police Pension and Relief Boards. The seven Directors of the Fayetteville Board all also occupied seven of the nine board positions on the Northwest Resource Recovery Authority. The Mayor and City Clerk are a minority on both our local pension boards while the Fayetteville Board of Directors had a super majority on the Resource Recovery Authority.

The Northwest Arkansas Resource Recovery Authority issued about $16-17 million of bonds to build and install the proposed incinerator. The two local pension boards have a combined actuarial deficit of about that much. The Fayetteville Board of Directors during a quick December 31st meeting approved a contract required by the insurance company insuring the Recovery Authority bonds.

> "The changes mandated by the insurance company would require the City of Fayetteville to unconditionally guarantee to collect sanitation fees from its citizens and then to pay over from its sanitation fund a sufficient amount of funds to pay all of the Authority's obligations on the fixed rate bonds . . . . The guarantee would be absolute and require that tipping fees be collected and paid over to the Authority from sanitation funds without setoff, abatement, credit, or other reduction so long as the bonds remained unredeemed. Under the mandated changes, the City of Fayetteville could not terminate the agreement even if the Authority were in complete default . . ." *Barnhart v. City of Fayetteville, Ark.*, 321 Ark. 197, 202, 900 S.W. 2d 539, 541 (1995).

The Fayetteville City Attorney at that time had recommended quick approval of this (unconstitutional) contract that was the basis of the illegal exaction as determined by the Arkansas Supreme Court.

> "The city attorney for Fayetteville certified to the insurance company that the amendments had been made, were enforceable, and that Fayetteville was obligated to pay not only its own tipping fees but those of West Fork and Washington

> County as well, regardless of whether the project was completed or functional and regardless of whether the Authority provided alternative facilities." *Id.*

I will NOT recommend to you to enter into an agreement with the Arkansas Fire and Pension Review Board that could obligate our taxpayers to pay millions of dollars for pension obligations that are currently not our taxpayers' responsibility beyond their .8 mills of property tax paid each year.

The Arkansas Supreme Court determined that the "Authority is a separate governmental entity," even though its Board was clearly controlled by the seven members of the Fayetteville Board of Directors. 321 Ark. at 203, 900 S.W. 2d at 542. Both local pension boards are also separate governmental entities which have a small minority of elected city government members who obviously cannot control these boards. These boards are clearly controlled by the super majorities of retired members/beneficiaries. Thus, these pension boards are even more separate and independent from the City than the Resource Recovery Authority which was dominated by Fayetteville Board Members.

> "Even though the City of Fayetteville had no obligation to pay the bonds, it assumed the debt of the Authority, a separate governmental entity, and levied a charge against the residences to pay the Authority's debt. The City was without authority to levy a fee that was to pay the long-term debt of the Authority. Thus, the Ordinance imposing the charge was unlawful."

The Arkansas Supreme Court further stated: "We have long held that a city is not authorized to pay or assume the obligation of a separate governmental entity . . . ." *Id.*

The principal holdings of the Incinerator Case was that the City of Fayetteville was constitutionally barred from lending its credit (by agreeing to pay) to bond debt of the Northwest Arkansas Resource Recovery. Unfortunately, the PRB is asking we agree to pay the millions of dollars of

shortfall in the local pension funds which is not our legal responsibility. That I believe would also be unconstitutional.

> "(i)t is undisputed that under the terms of the Waste Disposal Agreement, Fayetteville was unconditionally required to pay all of the debt of the Authority, including debt incurred as a result of default by the City of West Fork or Washington County, even if Fayetteville received no services from the Authority. This was in violation of Article 16, section 1, which provides that no municipality shall ever lend its credit for any purpose whatsoever." *Id.* at 206, 900 S.W. 2d at 543.

I also could find no statutory authority to assign local firemen's or police pension funds to the Arkansas Local Police and Fire Retirement System except for "small funds" "that cover fewer than five (5) members." A.C.A. §24-11-406 (a) {for police} and A.C.A. § 24-11-804 (a) {for firefighters}. Both our local pension funds contain many times that number of members so that neither of the above statutes would appear to be applicable to those pension funds nor provide authority to shift the administration responsibility to the Arkansas Local Police and Firemen's Retirement System (LOPFI).

Therefore, I believe trying to assume the millions of dollars of actuarial debt of the pension plans is not only likely unconstitutional, but may not even be authorized in state statutes. Accordingly, I recommend that the City Council not attempt to transfer the administration of the local pension funds to LOPFI nor assume any of the millions of dollars of likely debt of these funds.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **October 1, 2015**

RE: **Further information for proposed consolidation of the closed Fayetteville Firefighters Pension and Relief Fund with the state retirement plan (LOPFI)**

ACTUARIAL REPORT FROM LOPFI

The Actuary which spoke to you during the Special City Council Meeting does not work for LOPFI, but only for the old closed pension plan administrator which is the Arkansas Police and Fire Pension Review Board. The actuaries for LOPFI who will make the final decisions on how much our taxpayers must pay if we transfer administration and control of the pension plan to LOPFI provided the City a report concerning possible transfer of administration or consolidation of the Local Fire Pension Plan with LOPFI. There are three important comments stated by LOPFI's actuaries in their 25-year Amortization, 0% COLA, Actuarial Statement (copy attached):

> "**Comment B** – The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation

will determine the calendar year 2017 employer rate. **The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return** and mortality experience.

Comment C – As noted earlier, these calculations are based on future events that may or may not materialize. **Readers of this report may have an expectation that the contribution shown above will be paid for 25 years and the employer will be relieved of all liability at that time. This is not the case.** As long as benefits are payable there is a possibility that employers contributions will be needed.

Comment D – The reader should note that the cash flow projection on page 10 shows the group **running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result**." (emphasis added; Comment C said "15" years when the actuaries had to mean 25 years).

Thus our taxpayers could be forced to continue paying this debt even beyond the 25 year amortization period. Additionally the amount of taxpayer payments are likely to be increased by LOPFI as early as January 1, 2017 and must then be paid by our taxpayers. Another important statement from the LOPFI Actuarial Report discusses the costs to the City's taxpayers beginning in January of 2017.

"The reported market value of assets, $4,377,577, for the Local Fund, as of December 31, 2014 was used in computing the employer contribution rates . . . . The actual amount transferred to LOPFI will depend on the market value of Local Fund assets when they are actually liquidated and may differ substantially from the value as of December 31, 2014. **This will likely impact the actual rate computed in the next valuation of the combined plans**." (emphasis added).

Instead of the pension fund earning an annual return of 8% as the Arkansas Police and Fire Pension Review Board predicts, since December 31, 2014 the stock market has suffered substantial declines. The latest Market Value of Total Reserve Assets of the Local Fire Pension Plan shows the amount no longer is more than $4,375,000 but is **substantially below $4 million** (copy of Accounting's 8/31/15 Fire Pension Fund Reserve Expense Summary attached) which would mean than the amount required to be paid by the City in 2017 would have to be significantly increased.

If the City Council forces our taxpayers to assume about $10 million of unfunded actuarial accrued liabilities of the local Fire Pension Board by transferring this fund to LOPFI, such action could be in violation of Article 16 § 1 of the *Arkansas Constitution*: "Neither the State nor any city, county, town or other municipality in this State shall ever lend its credit for any purpose whatever . . ." This is what happened when Fayetteville City Board of Directors agreed to pay the bond debt of the Northwest Resource Recovery Authority.

> "(I)t is undisputed that under the terms of the Waste Disposal Agreement, Fayetteville was unconditionally required to pay all of the debt of the Authority . . . . This was in violation of Article 16, section 1, which provides that no municipality shall ever lend its credit for any purpose whatsoever." *Barnhart v. City of Fayetteville*, 321 Ark. 197, 206, 900 S.W. 2d 539, 543 (1995).

I and every other elected official serving Fayetteville took our Constitutionally mandated Oath of Office to "support the Constitution of the United States and the Constitution of the State of Arkansas and that I will faithfully discharge the duties of the Office of _____, upon which I am about to enter." Article 19, § 20 Oath of Office, *Arkansas Constitution*.

Without a necessary benefit reduction closer to the initially statutorily mandated 50% of ending pay, it appears almost certain that our taxpayers will eventually have to pay for the increased benefits the fire pensioners gave themselves with the approval of the State Pension Review Board. Like the payments to pay off the Resource Recovery Authority's bonds, these future general fund payments could be unconstitutional.

To fulfill my duties pursuant to my Oath of Office, I must caution every member of this City Council that agreeing to the proposed transfer/consolidate agreement proposed by the Arkansas Police and Fire Pension Review Board could be in violation of Article 16, § 1 of the *Arkansas Constitution.*

In the second case which cost Fayetteville taxpayers millions of dollars to pay plaintiffs' attorney fees, the Fayetteville Board of Directors decided to do the "right thing" by proposing a sales tax to help the Fayetteville Public Schools with a $10 million project even though the Arkansas Attorney General had twice specifically warned them not to proceed.

> "(T)he Attorney General responded that Arkansas statues 'prohibit the City from contributing local sales tax revenue to the schools' . . . . In April of 1988, The Attorney General again informed the City that it could not contribute a part of local sales tax revenue to the local school district." *Hasha v. City of Fayetteville*, 311 Ark. 460, 845 S.W. 2d 500, 502 (1993).

I am sure members of the Fayetteville Board of Directors in 1988 disregarded these legal warnings because they felt some moral obligation to help our school children after the voters had recently rejected a substantial school millage increase. Even if warned otherwise, isn't it the "right" thing to do to help our school kids? But instead of helping the Fayetteville School District (which never received a dime of this $10 Million Sales Tax Bond election), the only beneficiary was a Springdale lawyer who pocketed $2.7 million claiming he was just trying to protect the school kids.

These two irresponsible actions by the Fayetteville Board of Directors helped inspire the citizens to force a change in the government to remove the City Manager and all Directors from office to be replaced by our current Mayor/City Council form of government. One of my unpleasant duties as an Alderman in 1993 was to follow the Arkansas Supreme Court's mandate and vote to pay this $2.7 million dollars to the Springdale lawyer. Since I have become Fayetteville City Attorney in 2001, I have done my

best not to permit the waste of any more taxpayer money on exorbitant attorney fees by allowing similar unconstitutional actions to occur. I believe that is my legal, ethical and fiduciary duty to Fayetteville citizens. But I can only advise; the City Council makes the decisions.

CAN THE FIRE PENSION AND RELIEF BOARD REDUCE BENEFITS?

I have rendered an opinion to the Fire Pension Board that they have such legal right, but the Attorney General disagreed. To try to ensure the Pension Board had statutory power to save their pension fund from "ruin" (bankruptcy), I drafted and Representative David Whitaker sponsored a bill earlier this year that would have given the pension board that discretionary power to reduce benefits to save their pension fund. There was no requirement or mandate to use that power or to reduce benefits, but only the authority if the pensioners believed it was absolutely necessary. Peter Reagan and representative or members of the Arkansas Police and Fire Pension Review Board argued that they should not have this discretionary power and were able to defeat this bill in Senate after it had passed in Joint Committee and in the House.

In response to questions about how the local Fire Pension and Relief Fund had become so actuarially unsound, I sent the attached letter to Representative Whitaker on March 17, 2015. This letter details how **the top four pension beneficiaries had "collected almost $ 3 million since their retirements in 2005, 2006 and 2008**." The pension benefits were simply increased too high by the local Fire Pension and Relief Board with the approval of the PRB to be viable. The local Fire Pension and Relief Board have known for years that it could appeal to Fayetteville voters to increase the millage supporting the pension plan, but no effort was ever attempted.

MAY FIRE PENSIONERS NEVER RECEIVE SOCIAL SECURITY BENEFITS?

The local pension plans require only 20 years of service to become fully vested and entitled to 90% plus of final pay. These pension benefits do not start at 65 or 67 like military or full Social Security benefits, but

begin immediately upon retirement which could often mean that a firefighter could retire and start receiving his pension in his 40's.

Mr. Reagan is correct that Fayetteville retired fire fighters did not pay any of their city salary to Social Security and thus did not earn Social Security benefits from their firefighting jobs at the City. However, many firefighters (who work one day on and then two days off) work a second job that would be covered by Social Security. I would also surmise that many firefighters who retired in their 40's or early 50's did obtain a second job which would also be covered by Social Security and maybe other retirement plans. Therefore, despite Mr. Reagan's implications, I find it unlikely that most pensioners have no Social Security benefits (if they have reached Social Security retirement age) or other retirement benefits in addition to their pension benefits.

ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM
CITY OF FAYETTEVILLE PAID AND VOLUNTEER FIRE
ACTUARIAL VALUATION OF PROPOSALS UNDER CONSIDERATION
AS OF DECEMBER 31, 2014

25-YEAR AMORTIZATION, 0% COLA
ACTUARIAL STATEMENT

Proposed Provisions:

No post-retirement benefit increases for Local Plan members with unfunded liabilities amortized over a 25-year closed period.

Actuarial Information:

The following shows the computed employer contribution rate applicable to Local Plan unfunded liabilities:

Contributions for	FY 2015 & 2016 Computed Employer Contributions as Percent of Payroll Local Plan Only
Normal Cost	0.00%
Unfunded Accrued Liabilities	8.87
Total	8.87%

Comment A — The computed employer contribution for LOPFI only for calendar years 2015 and 2016 is 24.50% of active member payroll. The combined annual employer contribution, if the Local Plan comes under LOPFI administration, would be 33.37% for calendar years 2015 and 2016.

Comment B — The results shown above are based on the December 31, 2014 actuarial valuation. If the fund comes under LOPFI administration in 2015, the December 31, 2015 valuation will determine the calendar year 2017 employer rate. The 2017 employer rate and future employer rates are likely to differ from rates above reflecting actual investment return and mortality experience.

Comment C — As noted earlier, these calculations are based on future events that may or may not materialize. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case. As long as benefits are payable there is a possibility that employer contributions will be needed.

Comment D — The reader should note that the cash flow projection on page 10 shows the group running out of money and therefore borrowing from LOPFI for a number of years. The financial reporting for this group will be affected significantly as a result.

Fire Pension Fund Revenue Expense Summary

	8/31/2015	12/31/2014	12/31/2013	12/31/2012	12/31/2011	12/31/2010	12/31/2009	12/31/2008	12/31/2007	12/31/2006
Revenues:										
Employee Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,356.43	$ 6,987.00	$ 11,863.00
Employer Contributions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,712.85	$ 13,973.00	$ 25,852.00
Fire Insurance Tax	$ 221,178.00	$ 231,280.75	$ 220,080.96	$ 229,129.75	$ 131,537.45	$ 122,964.58	$ 125,710.67	$ 146,031.32	$ 150,067.00	$ 151,560.00
Local Millage (.4 mills)	$ 256,553.28	$ 527,589.73	$ 494,749.58	$ 511,961.22	$ 498,380.57	$ 508,192.08	$ 485,345.06	$ 441,696.50	$ 388,877.00	$ 370,649.00
Interest and Dividends	$ 66,934.71	$ 132,617.08	$ 138,740.86	$ 162,108.46	$ 171,812.69	$ 177,926.35	$ 179,204.26	$ 265,704.47	$ 292,444.00	$ 311,217.00
Gain (Loss) on Sales	$ 209,397.20	$ 144,875.98	$ 93,762.08	$ 109,847.78	$ 144,723.49	$ 327,952.15	$ 84,355.52	$ (728,656.78)	$ 421,630.00	$ 383,393.00
Future Supplement	$ 63,560.00	$ 56,563.00	$ 44,215.00	$ 36,105.00	$ 29,618.00	$ 20,664.00	$ 24,192.00	$ 31,333.44	$ 38,917.00	$ 27,060.00
Misc Revenue	$ 4.00	$ 365.41	$ 10.70	$ 6.00	$ 33.64	$ 972.73	$ 389.74	$ 0.96	$ 1,044.00	$ 541.00
Total Revenue	$ 817,627.19	$ 1,093,291.95	$ 991,559.18	$ 1,049,158.21	$ 976,105.84	$ 1,158,671.89	$ 899,197.25	$ 160,179.19	$ 1,313,939.00	$ 1,282,135.00
Expenditures										
Regular Monthly Benefits	$ 903,912.42	$ 1,358,340.86	$ 1,388,308.71	$ 1,420,658.61	$ 1,432,673.42	$ 1,434,268.78	$ 1,434,487.32	$ 1,436,083.26	$ 1,430,646.00	$ 1,281,954.00
Future Supplement	$ 63,280.00	$ 56,316.00	$ 44,215.00	$ 35,960.00	$ 29,618.00	$ 20,664.00	$ 24,192.00	$ 31,333.44	$ 38,766.00	$ 26,749.00
Drop Expense	$ -	$ -	$ -		$ -		$ 2,973.17	$ 43,816.86	$ 125,419.00	$ 238,801.00
Investment Manager Fees	$ 15,446.50	$ 21,988.00	$ 22,846.00	$ 14,968.53	$ 61,654.29	$ 52,757.01	$ 53,323.12	$ 67,758.33	$ 76,454.00	$ 78,764.00
Other Expenses:	$ -	$ -			$ -	$ 48.00	$ 42.00			
Audit Fees	$ 3,500.00	$ 3,500.00	$ 3,400.00	$ 3,600.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,300.00
Professional Services	$ 1,240.00	$ -	$ -	$ -	$ -	$ 2,900.00	$ -	$ -	$ -	$ 2,200.00
Legal Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,025.00
Bank Fees	$ 40.97	$ 49.88	$ 53.55	$ 16.69	$ 131.87	$ 110.90	$ 207.54	$ 228.60	$ 205.00	$ 202.00
Publications and Dues	$ -	$ 250.00	$ 250.00	$ 225.00	$ 225.00	$ 300.00	$ -	$ 150.00	$ 150.00	$ 150.00
Travel and Training	$ -	$ -	$ -					$ 2,548.88		$ 3,462.00
Total Expenses	$ 987,419.89	$ 1,440,444.74	$ 1,459,073.26	$ 1,475,428.83	$ 1,527,802.58	$ 1,514,548.69	$ 1,518,725.15	$ 1,585,419.37	$ 1,675,140.00	$ 1,636,607.00
Net Income (Loss) Before Market Adj	$ (169,792.70)	$ (347,152.79)	$ (467,514.08)	$ (426,270.62)	$ (551,696.74)	$ (355,876.80)	$ (619,527.90)	$ (1,425,240.18)	$ (361,201.00)	$ (354,472.00)
Market Adjustment	$ -	$ 101,904.76	$ 376,760.23	$ 93,781.27	$ (6,698.14)	$ 142,277.16	$ 583,853.06	$ (967,119.37)	$ 3,621.71	$ 280,562.00
Net Income (Loss)	$ (169,792.70)	$ (245,248.03)	$ (90,753.85)	$ (332,489.35)	$ (558,394.88)	$ (213,599.64)	$ (35,674.84)	$ (2,392,359.55)	$ (357,579.29)	$ (73,910.00)
Book Value Total Reserve Assets *	**$ 3,153,939.23**	**$ 3,322,086.79**	**$ 3,668,717.01**	**$ 4,107,688.38**	**$ 4,534,054.00**	**$ 5,085,750.74**	**$ 5,441,627.54**	**$ 6,061,155.44**	**$ 7,486,396.00**	**$ 7,847,597.00**
Market Value Total Reserve Assets *	**$ 3,547,809.55**	**$ 4,280,570.15**	**$ 4,534,331.93**	**$ 4,541,004.55**	**$ 4,877,238.82**	**$ 5,554,763.56**	**$ 5,759,825.37**	**$ 5,823,183.74**	**$ 8,215,544.00**	**$ 8,573,123.00**

*Assets less any liabilities
** Market Value calculated at year end

March 17, 2015

Representative David Whitaker
717 North Lewis Avenue
Fayetteville, AR 72701

Via US Mail & Email:
david.whitaker@arkansashouse.org

Re: Pension Benefits for Fayetteville Fire Pension

Dear David:

Attached are print outs of the amount of Deferred Retirement Program (DROP) checks paid out to retiring firefighters under the closed plan administered by the Fayetteville Fire Pension and Relief Board of Trustees. These 19 retirees received a total of over $3.3 million or an average of over $175,000.00 each on the date of retirement.

Since 2003, eleven firefighters retired under DROP with eight receiving over $200,000.00 and the top four receiving: **$233,000.00** (Pete Regan); **$263,000.00** (Joey Pierce); **$293,000.00** (Marshal Mahan) and **$374,000.00** (Marion Doss). Since he retired about ten years ago, Pete Reagan has received about **$650,000.00** in pension benefits. Since they retired about seven years ago, Joey Pierce has received about **$570,000.00** in pension benefits and Marshal Mahan has received about **$635,000.00**. Since he retired a little over nine years ago, Marion Doss has received about **$1,050,000.00**. These four retirees have collected almost **$3 million** since their retirements in 2005, 2006 and 2008. These major payments to later retirees have caused an unsustainable drain on the pension fund.

The seven retired volunteer firefighters or their widows receive only a pittance of a monthly benefit (under $140.00). The lowest paid regular (non-volunteer) pensioner is actually the surviving spouse of a firefighter who retired 13 years ago. She receives $767.80 monthly or $9,213.60 a year. There are only two other retired firefighters receiving less than $1,000.00 per month. They both retired in 1976 (39 years ago and receive respectively $9,674.28 and $11,986.32 annually. There is normally a "Act 1373 Future Supplement" added as a separate payment each year to all pensioners.

If you take the **median** of the amounts paid to the 46 regular pensioners (both firefighters and surviving spouses), you find surviving spouse Sandra Jordan whose husband retired in 1995 is drawing **$2,275.00** monthly or $27,300.00 annually. The **average monthly** payment for these 46 pensioners **is $2,435.00** (or $29,217.00 annually). The pension benefits are certainly not distributed equally between the pensioners. **The top ten monthly pension benefits go from Pete Reagan's $3,535.71 ($42,428.00 annually) to Marion Doss's $6,108.52 ($73,302.00 annually).**

I have attached the Fayetteville Fire Relief and Pension reports from the City Clerk's Office which detail the figures in this letter.

With kindest regards,

COPY

KIT WILLIAMS
Fayetteville City Attorney

Encl.

cc: Mayor Jordan
Sondra Smith, City Clerk

Resolution to Assign Local Plan Administration to LOPFI

Whereas, the Board of Trustees (the Board) of the FAYETTEVILLE FIRE Pension and Relief Fund (the Local Plan), desires to assign administration of the Local Plan to the Arkansas Local Police and Fire Retirement System (LOPFI) pursuant to Act 364 of 1981, as amended; and

Whereas, such action shall not change the benefit structure unless a benefit increase is approved by the governing body of FAYETTEVILLE, Arkansas; and

Whereas, the Board received and reviewed the latest actuarial report from LOPFI, which states the initial required employer contribution rate(s); and

Whereas, LOPFI will administer the Local Plan at an annual cost not to exceed ½ of 1% of active member payroll plus 1% of average annual assets of the Local Plan; and

Whereas, the Board finds it is in the best interest of the Local Plan and its participants to have LOPFI administer the Local Plan; therefore,

BE IT RESOLVED, the Board hereby elects to assign administration of the Local Plan to LOPFI.

BE IT FURTHER RESOLVED the Board requests the CITY OF FAYETTEVILLE, a political subdivision of the State of Arkansas, to act as its agent henceforth.

BE IT FURTHER RESOLVED the Board understands any agreement to administer the Local Plan by LOPFI shall be entered into by and with the governing body of FAYETTEVILLE, Arkansas, as the Board's agent, and that such agreement shall dissolve said Board of Trustees.

CERTIFICATION

We certify this Resolution accurately states the action of said Board of Trustees. Approved this 30 day of ~~September~~ 2015.

Chair ~~[illegible]~~ Signed by mistake

Sec/Treasurer _____

Member _____

Member _____

Member _____

Member _____

Member _____

Smith, Sondra

From: David Clark <dclark@lopfi-prb.com>
Sent: Thursday, October 01, 2015 4:02 PM
To: Smith, Sondra
Subject: RE: Firemen's Pension Consolidate with LOPFI Resolution

Sondra-

No. The signatures are only for those who approved the wording of the resolution.

David

From: Smith, Sondra [mailto:ssmith@fayetteville-ar.gov]
Sent: Thursday, October 01, 2015 4:00 PM
To: David Clark <dclark@lopfi-prb.com>
Subject: RE: Firemen's Pension Consolidate with LOPFI Resolution

Do they sign the resolution if they voted against it?

Sondra

Office of the City Clerk Treasurer
Sondra E. Smith CAMC, CMC
City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
(479) 575-8323
ssmith@fayetteville-ar.gov

From: David Clark [mailto:dclark@lopfi-prb.com]
Sent: Thursday, October 01, 2015 3:56 PM
To: Smith, Sondra <ssmith@fayetteville-ar.gov>
Subject: RE: Firemen's Pension Consolidate with LOPFI Resolution

Hi Sondra-

Yes, please do ensure all approving parties provide their signature.

Thank you,

David

From: Smith, Sondra [mailto:ssmith@fayetteville-ar.gov]
Sent: Thursday, October 01, 2015 3:53 PM
To: David Clark <dclark@lopfi-prb.com>
Subject: Firemen's Pension Consolidate with LOPFI Resolution

Hi David,

Do all the Firemen's board members who voted for the resolution to consolidate with LOPFI, need to sign the resolution that was included in the documents that we received?

Thank you!

Sondra

Office of the City Clerk Treasurer
Sondra E. Smith CAMC, CMC
City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
(479) 575-8323
ssmith@fayetteville-ar.gov

CITY OF
Fayetteville
ARKANSAS
www.fayetteville-ar.gov

FAYETTEVILLE FIRE FIGHTERS OLD PENSION PLAN

MAYOR LIONELD JORDAN AND THE FAYETTELLE CITY COUNCIL

THIS EMAIL IS IN REGARD TO THE OLD PENSION PLAN FOR THE RETIRED FAYETTEVILLE FIREFIGHTERS. I AM PAT BOUDREY, THE WIFE OF FFD RETIREE JACK BOUDREY AND THE MOTHER OF CURRENT 22 YEAR VETERAN FFD FIREFIGHTER BATTALION CHIEF TRAVIS BOUDREY.

I WAS IN ATTENDANCE AT THE CITY COUNCIL MEETING LAST TUESDAY, SEPTEMBER 29. THEREFORE, I AM AWARE OF ALL THE FACTS PRESENTED THAT EVENING. MY VIEWPOINT IS NOT LEGALITY OR GENERAL FUND DRIVEN. THIS GROUP OF MEN AFFECTIONALY CALLED THE "OLD GUARD" HAVE FOUGHT SOME OF THE WORST FIRES IN THE CITY OF FAYETTEVILLE'S HISTORY. MANY BUILDINGS STAND TODAY BECAUSE OF THEIR VALLIANT EFFORTS, ASK THE CONGREGATION AT THE CENTRAL UNITED METHODIST CHURCH ON DICKSON STREET, SEVERAL BUILDINGS AT THE UNIVERSITY OF ARKNASAS INCLUDING OLD MAIN AND HILL HALL, BUSINESS BUILDINGS AND PRIVATE HOMES TOO NUMEROUS TO MENTION.

BACK IN THEIR DAY THEY FOUGHT THESE FIRES WITHOUT MUCH OF THE NECESSARY EQUIPMENT NEEDED. MY HUSBAND ON MANY OCCASIONS, ENTERED BURNING BUILDINGS WITHOUT A SCOTT AIRPACK BECAUSE THERE WASN'T ENOUGH ON THE TRUCK TO SUPPLY EVERYONE.

OH, DID I MENTION THEY WERE ALSO REQUIRED TO RUN THE AMBULANCE SERVICE FOR THE CITY OF FAYETTEVILLE.
WITH NO EMT OR PARAMEDIC TRAINING WHAT SO EVER, THEY HAD TO RELY ON A CPR CLASS, A FIRST AID KIT, AN OXYGEN TANK AND A LEAD FOOT ON THE GAS PEDAL TO GET THE PATIENT TO THE HOSPITAL, NEEDLESS TO SAY SOMETIMES IT DIDN'T END TO WELL. THE LOSS OF THE PATIENT ALWAYS LED TO A HELPLESS AND DISTURBING FEELING, WITH WHICH THEY HAD TO COPE.

THERE WAS THE MANDATORY LIVE IN TOWN RULE.
WE HAD TO RESIDE INSIDE THE CITY LIMITS OF FAYETTEVILLE, CHECKING "OUT OF TOWN" IF WE WENT ACROSS THE BORDERS OF THE CITY. JACK & I BOTH HAD PARENTS LIVING IN SPRINGDALE, THEREFORE JUST TO GO SEE THEM REQUIRED CALLING STATION #1 TO CHECK OUT OF TOWN. IF THERE WERE OTHERS AHEAD OF US ALREADY OUT OF TOWN WE HAD TO WAIT TO VISIT ANOTHER TIME. THE REASON FOR THIS, THEY WERE ON CALL 24/7, ALWAYS SHORTHANDED. BETWEEN BEING ON 24 HOUR SHIFTS AND UP NIGHTS WHILE ALWAYS ON CALL, WELL IT MADE SLEEP, A LUXURY.

THE OLD GURAD IN MANY CASES WORKED SEVERAL YEARS ALONE AT THE FIRE STATIONS FOR THEIR 24 HOUR SHIFTS, BEING THE FIRST ON THE SCENE ALONE WAS SCARY AND DEMANDING. THEY COULD ONLY DO WHAT ONE MAN COULD DO UNTIL FIREFIGHTERS THAT WERE ON CALL OR AT OTHER STATIONS COULD GET THERE TO ASSIST.

ALL THE LIVES OF THE FAMILIES WERE FULL OF SACRAFICES SO THE HUSBAND COULD DO THE JOB REQUIRED BY THE CITY OF FAYETTEVILLE. VACATION WAS THE ONLY TIME THEY WERE TRULY AWAY FROM THE JOB. SO AS YOU CAN TELL LIFE WASN'T EASY ON THE HOME FRONT EITHER.

THE CITY HAS MADE GREAT STRIDES IN EQUIPMENT, MAN POWER AND FIRE PREVENTION FROM THE OLD GUARD DAYS UNTIL PRESENT.

I HAVE A SUMMARY OF THE AGES OF THE 51 PENSIONERS THAT RECEIVE CHECKS EACH MONTH.
I REALIZE THESE AGES HAVE BEEN INCULDED IN THE ACTUARY STUDY PERCENTAGE YOU RECEIVED LAST TUESDAY FROM THE PENSION REVIEW BOARD.
TO SEE THEM ON PAPER MIGHT BE A LITTLE DIFFERENT IN THE FACT THAT MANY NEED THEIR MONEY NOW AS THEY FINISH OUR THEIR LIVES NOT 15 OR 25 YEARS DOWN THE ROAD WHERE ALL OF YOU ARE WORRIED THAT MONIES WILL HAVE TO COME FROM THE GENERAL FUND. I ALSO REALIZE YOU HAVE A DUTY TO THE TAXPAYERS AND CURRENT CITY EMPLOYEES TO NOT O.K. SOMETHING TODAY THAT WOULD HAVE AN ADVERSE AFFECT 25 YEARS DOWN THE ROAD BUT LOOKING AT THESE AGES WILL DRAMATICALLY REDUCE THE LIABILITY THAT SHOULD EVER INCUR, IF ANY.

90 PLUS— 3
80 PLUS— 6
70 PLUS— 18
60 PLUS— 15
50 PLUS— 9

TO BREAK IT DOWN FURTHER

THERE ARE **13** WIDOWS WITH AND AVERAGE OF AGE **79.**
THERE ARE **9** FIREFIGHTERS THAT ARE SINGLE WITH AN AVERAGE AGE OF **68.**
THERE IS **1** COURTORDER SPLIT WHICH IS IN CONJUNCTION WITH A SINGLE FIREFIGHTER.
THEREFORE, THESE **23** PENSIONERS HAVE NO BENEFICARIES, IT STOPS WITH THEM.

THE AVERAGE AGE OF THE REMAING **28** FIREFIGHTERS IS **68**

PLEASE CONSIDER THESE MEN AREN'T AN INCINERATOR THE CITY WASN'T LIABLE FOR, ALTHOUGH THEY FOUGHT INFERNOS THAT SEEMED LIKE INCINERATORS. THEY ARE AGING CITY EMPLOYEES THAT GAVE THE CITY 20 TO 40 YEARS OF THEIR LIFE. THE CITY PROMISED THEM A PENSION THE REST OF THEIR LIVES AND THEN TO THEIR WIDOWS. THE CITY DID NOT WITHHOLD SOCIAL SECURITY BECAUSE THIS PENSION PLAN WAS THE PRIMARY PENSION PLAN BEING A CIVIL SERVANT. MANY OF THESE FIREFIGHTERS ARE NO LONGER ABLE TO WORK. THE LIVELYHOOD OF THE HOUSEHOLD DEPENDS ON THESE MONTHLY CHECKS. PLEASE PUT A PENCIL TO IT, TAKE THE MORAL HIGH GROUND, DO THE RIGHT THING AND VOTE TO SEND THE OLD PENSION PLAN TO LOPFI
WITH THE SAME BENEFITS WE ARE RECEIVING TODAY.

THANK YOU FOR YOUR CONSIDERATION,

PAT BOUDREY
FFD RETIREE COMMUNICAITONS
479-466-5302
patboudrey@cox.net

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0476

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 1

WALTON FAMILY FOUNDATION:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S THANKS AND GRATITUDE TO THE WALTON FAMILY FOUNDATION FOR ITS GENEROUS $390,000.00 MATCHING GRANT FOR THE CONSTRUCTION OF THE CLABBER CREEK TRAIL, TO APPROVE THE GRANT AGREEMENT AND TO APPROVE A BUDGET ADJUSTMENT TO RECOGNIZE THIS $390,000.00 GRANT

WHEREAS, the Walton Family Foundation has proven to be a strong supporter of Fayetteville's trail systems including the Mount Kessler acquisition; and

WHEREAS, the Walton Family Foundation has offered a 50/50 grant in the amount of $390,000.00 for the construction of the Clabber Creek Trail which will connect the existing trail on Rupple Road to Holcomb Elementary School; and

WHEREAS, this portion of the Clabber Creek Trail will include a 600 foot long boardwalk to cross over designated wetland areas between Rupple Road and Salem Road and a trail bridge along Salem Road for which the City has been awarded an $81,248.00 grant by the Safe Routes To Schools Program.

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 thanks and expresses its gratitude to the Walton Family Foundation for its generous $390,000.00 matching grant for the construction of the Clabber Creek Trail, approves the attached Grant Agreement, authorizes Mayor Jordan to sign this Grant Agreement and agrees to match the grant using the Trail Development Capital Improvement Program.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby thanks the Safe Routes To Schools Programs for its $81,248.00 grant and approves the attached budget adjustment.

City of Fayetteville Staff Review Form

2015-0476

Legistar File ID

10/20/2015

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

Matt Mihalevich	9/30/2015	Engineering / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of grant agreement #2015-225 with the Walton Family Foundation in the amount of $390,000 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the construction of the Clabber Creek Trail from Rupple Road to Holcomb Elementary School.

Budget Impact:

4470.9470.5814.05	Sales Tax Capital Improvements
Account Number	Fund
02016.1402	Trail Development Clabber Creek Trail (Rupple to Holcomb)
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	390,200.00
		Funds Obligated	$	20,265.59
		Current Balance	$	369,934.41
Does item have a cost?	No	Item Cost	$	-
Budget Adjustment Attached?	Yes	Budget Adjustment	$	390,000.00
		Remaining Budget	$	759,934.41

V20140610

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20TH, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: September 30th, 2014

SUBJECT: **2015-0476 Walton Family Foundation Agreement - Clabber Creek Trail**

RECOMMENDATION:
Staff recommends approval of grant agreement #2015-225 with the Walton Family Foundation in the amount of $390,000 and approval of a budget adjustment to recognize this revenue. The grant funds will be used for the construction of the Clabber Creek Trail from Rupple Road to Holcomb Elementary School.

BACKGROUND:
The first section of the Clabber Creek Trail from Rupple Road to Hosta Drive was opened in 2007. This ¾ mile section of trail has been heavily used by the surrounding residents who have requested that the trail be extended. Approval of the Walton Family Foundation grant will allow the in-house trail construction crew build the next phase of the Clabber Creek Trail from Rupple Road to Holcomb School. The trail will connect to the existing trail on the west side of Rupple Road and extend back east under the Rupple Road Bridge across Salem Road and along the south side of Gary Hampton Softball Complex to connect to Holcomb Elementary School as shown on the attached map. The trail will include a 600 foot long boardwalk to cross over designated wetland areas between Rupple Road and Salem Roads.

DISCUSSION:
The Walton Family Foundation has been very supportive of the City of Fayetteville trail system and their commitment continues with this extension of the highly requested Clabber Creek Trail.

BUDGET/STAFF IMPACT:
The Walton Family Foundation Grant is a 50:50 matching grant program. The City portion of the matching funds are available through the Trail Development Capital Improvement Program for 2015. In addition, the City has been awarded $81,248 for the trail bridge along Salem road through the Safe Routes to Schools Program.

Attachments:
Clabber Creek Trail Map
Walton Family Foundation Grant #2014-225 agreement

The
WALTON FAMILY
FOUNDATION

| P.O. Box 2030 | Bentonville | AR 72712-2030

September 14, 2015

RECEIVED
SEP 18 2015
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Lioneld Jordan
Mayor
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Grant #2015-225

Dear Mayor Jordan,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved an 18-month grant in the amount of up to $390,000.00 to the City of Fayetteville ("Grantee"). This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct a .67-mile extension of the Clabber Creek Trail from Rupple Road to Holcomb Elementary School, completing an important section of the "West Fayetteville Loop." This grant is more fully described in Grantee's proposal dated February 3, 2015. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to Three Hundred Ninety Thousand Dollars ($390,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	$195,000.00	Upon completion of a signed grant agreement payments will be eligible for reimbursement per terms listed in paragraph three.
#2	$195,000.00	To be paid by 12/31/2016 per terms listed in paragraph three

3. **Payable:** Upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein grantee will be eligible to receive payments. The first payment in the amount of up to 25% of the cost of construction, as reflected in grantee's proposal dated February, 3 2015 is eligible for payment upon receipt of the following evidence:

- Documentation that all rights of way and/or easements have been fully acquired
- Documentation showing that all required permits have been fully acquired
- A signed letter from the Mayor committing a minimum of $390,000 to be used for the construction.

The second payment will occur upon receipt of satisfactory evidence showing that at least 50% of project has been completed. A WFF consultant will inspect the work completed for adherence to design standards as well as original budget and, upon approval, WFF will pay the remaining funding

required to complete project not to exceed 50% of the cost of construction, up to $390,000.00. All payment requests must be received by no later than December 31, 2016 to be eligible for payment.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
2/28/2016	Financial & Narrative
12/31/2016	Final report

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2015-225 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

(d) Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that (i) Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and (ii) grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining

all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2015-225 in your communication.

We have enclosed two original grant letters. Please sign one copy as Grantee's acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self-addressed envelope. If the signed acknowledgment of this letter is not received in the Foundation's office by October 15, 2015, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Buddy D. Philpot
Executive Director

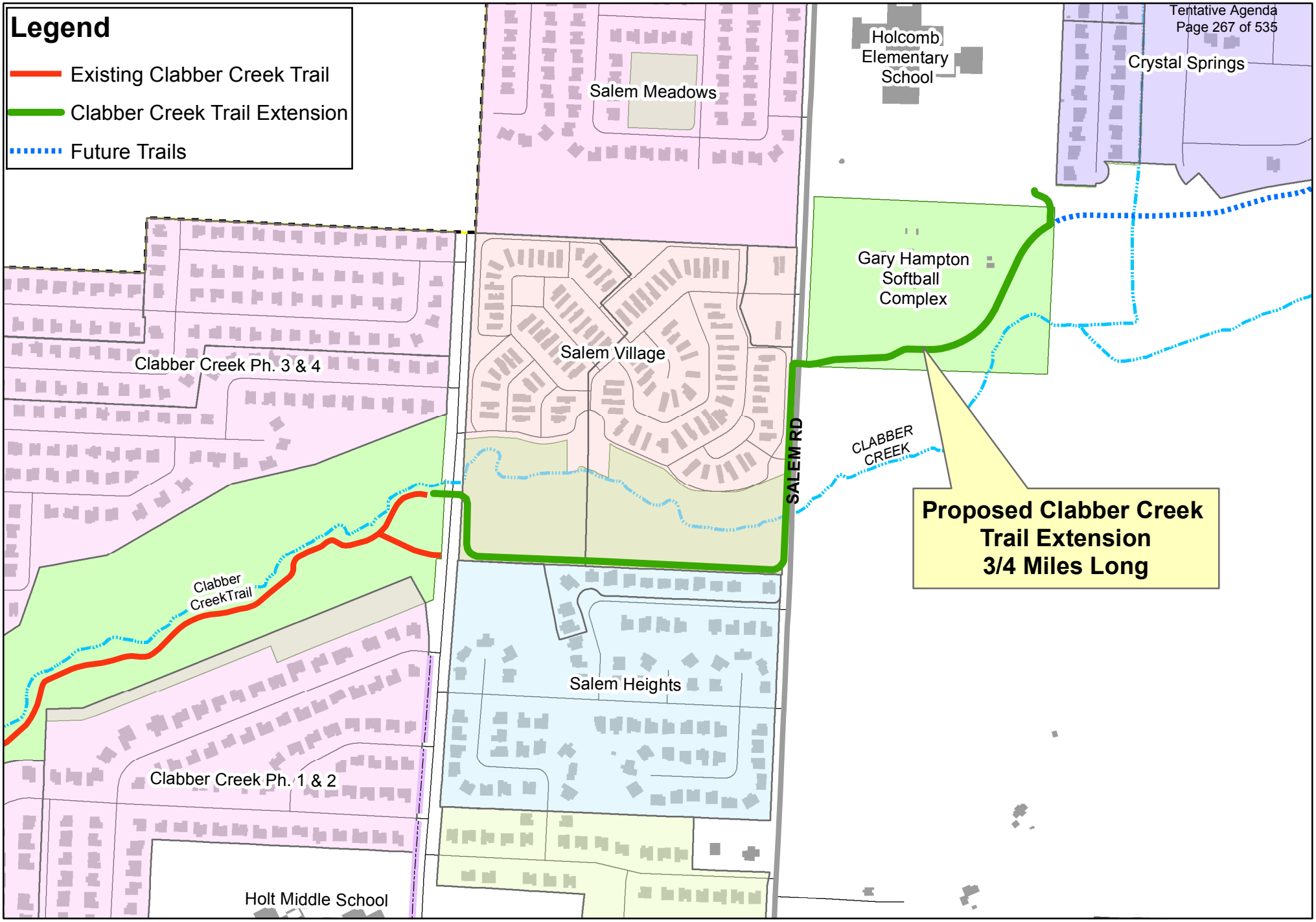
ACKNOWLEDGED AND AGREED

By: _____

Lioneld Jordan (Date)
City of Fayetteville

Appendix A: City of Fayetteville
Clabber Creek Trail

Who is doing what?	By When?	Measured By?
Goal: To complete the section of Clabber Creek Trail from Rupple Road to Holcomb Elementary School.		
Outputs		
The City will commit to manage and maintain this section of trail to the same standards as the Razorback Regional Greenway.	By January 31, 2016	A signed letter by the Mayor.
The City of Fayetteville will design and construct approximately 3,531 linear feet, or 0.67 miles of 12-foot-wide concrete shared use paved trail and boardwalk. This trail will be a minimum of 12-foot-wide wide concrete and will be built to uniform design and construction standards per design guidelines outlined in the "Trail Design Resource Notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway as evidenced by inspection of WFF consultant.	December 31, 2016	The completed trail will be measured by the length of shared use paved trail, boardwalk and bridge installed.
Outcomes		
The City will successfully acquire all required permits (FEMA, Corps...).	December 31, 2015	Program records
The City will successfully acquire all rights of way, easements and or property required for proposed trail corridor.	January 31, 2016	Program records



N
W E
S

0 125 250 500 750 1,000 Feet

Clabber Creek Trail Extension
3/4 Miles Long

CITY OF Fayetteville ARKANSAS

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division:	Transportation Services	Adjustment Number
2015	Dept.:	Transportation Services	
	Requestor:	Ginny Gundlach	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

The Walton Family Foundation approved the City's application for a grant (#2015-225) in the amount of $390,000 for the construction of the Clabber Creek Trail from Rupple Road to Holcomb Elementary School.

This grant requires a 50:50 match and the City's portion has been budgeted in the Trail Development capital project.

COUNCIL DATE: 10/20/2015

LEGISTAR FILE ID#: **2015-0476**

Barbara Fell
10/5/2015 10:47 AM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20150925

Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub# Project	Sub	AT	Account Name
TOTAL	390,000	390,000				
4470.9470.5814.05	390,000	-	02016	1402	EX	Trails
4470.0947.4305.00	-	390,000	02016	1402	RE	Commercial Grants
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0456

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 2

BID 15-42 JLA ENTERPRISES, INC.:

A RESOLUTION TO AWARD BID NO. 15-42, TO AUTHORIZE THE CONTRACT WITH JLA ENTERPRISES, INC. IN THE AMOUNT OF $425,521.90 FOR CONSTRUCTION OF A RESTROOM AND PARKING LOT IMPROVEMENTS AT GORDON LONG PARK, TO APPROVE A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $21,276.10, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville was awarded $260,000.00 in Transportation Alternatives Program (TAP) funds for construction of a restroom and parking improvements at Gordon Long Park along the Razorback Regional Greenway; and

WHEREAS, additional funding has been provided by Illinois River Watershed Partnership made possible through an Arkansas Natural Resources Commission grant and an Arkansas Forestry Commission Urban Riparian Forestry Grant.

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 awards bid no. 15-15-42, approves the contract with JLA Enterprises, Inc. in the amount of $425,521.90 for construction of a restroom and parking lot improvements at Gordon Long Park with a 5% project contingency in the amount of $21,276.10, and authorizes Mayor Jordan to sign this contract.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment to recognize $38,604.00 in grant revenue from the Illinois River Watershed Partnership, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2015-0456

Legistar File ID

October 20th 2015

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

Matt Mihalevich	9/30/2015	Development Services / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution awarding Bid 15-42 and authorizing a contract with JLA Enterprises, Inc. (dba JLA Construction) in the amount of $425,521.90 for the construction of the a restroom and parking lot improvements at Gordon Long Park, approving a 5% project contingency in the amount of $21,276.10 and approving a budget adjustment recognizing $38,604.00 in grant revenue from the Illinois River Watershed Partnership.

Budget Impact:

4470.9470.5814.05	Sales Tax Capital Improvements
Account Number	Fund
02016.1501	Trail Development/Gordon Long Park Trailhead
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	431,555.00
		Funds Obligated	$	19,105.00
		Current Balance	$	412,450.00
Does item have a cost?	Yes	Item Cost	$	446,798.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	38,604.00
		Remaining Budget	$	4,256.00

V20140710

Previous Ordinance or Resolution # 22-15

Original Contract Number: _____

Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20TH 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: October 2nd, 2015

SUBJECT: **2015-0456 Gordon Long Park Trailhead Construction**

RECOMMENDATION:
Staff recommends approval of a resolution awarding Bid 15-42 and authorizing a contract with JLA Enterprises, Inc. (dba JLA Construction) in the amount of $425,521.90 for the construction of the a restroom and parking lot improvements at Gordon Long Park, approving a 5% project contingency in the amount of $21,276.10 and approving a budget adjustment recognizing $38,604.00 in grant revenue from the Illinois River Watershed Partnership.

BACKGROUND:
The City of Fayetteville was awarded $260,000 in Transportation Alternatives Program (TAP) funds for the construction of a highly requested restroom and parking improvements at Gordon Long Park along the Razorback Regional Greenway. Additional funding has been provided by Illinois River Watershed Partnership made possible through an Arkansas Natural Resources Commission grant and an Arkansas Forestry Commission Urban Riparian Forestry grant to plant trees, install green infrastructure demonstration elements, and provide educational signage and programming along the Razorback Regional Greenway. In addition, the organizers of the Hogeye Marathon have donated funding from proceeds of the Hogeye Marathon to support the restroom. These funds are budgeted through the parks development fund and will be applied to the project.

DISCUSSION:
Gordon Long Park is located along the Scull Creek Trail that is now part of the Razorback Greenway serving as the north-south oriented backbone of Fayetteville's trail system. This section of trail sees an average of 600 trail users per day and trail usage continues to increase year over year. The significant number of trail and recreational users of Gordon Long Park has demonstrated the need for expanded access opportunities and public restrooms. This proposed public restroom facility at Gordon Long Park will fill a needed gap that exists in the spacing of restrooms along the Razorback Regional Greenway in Fayetteville. The completed sequence of public restroom amenities in Fayetteville from north to south will be: Lake Fayetteville Veterans Memorial Park, 3.5 miles to Gordon Long Park, 2.5 miles to Wilson Park and then 2.4 miles to Walker Park near the southern terminus of the Razorback Regional Greenway. Ultimately, this

trailhead will provide commuters and trail enthusiasts that live in other areas of the city or region a safe and easy access point to the Razorback Regional Greenway.

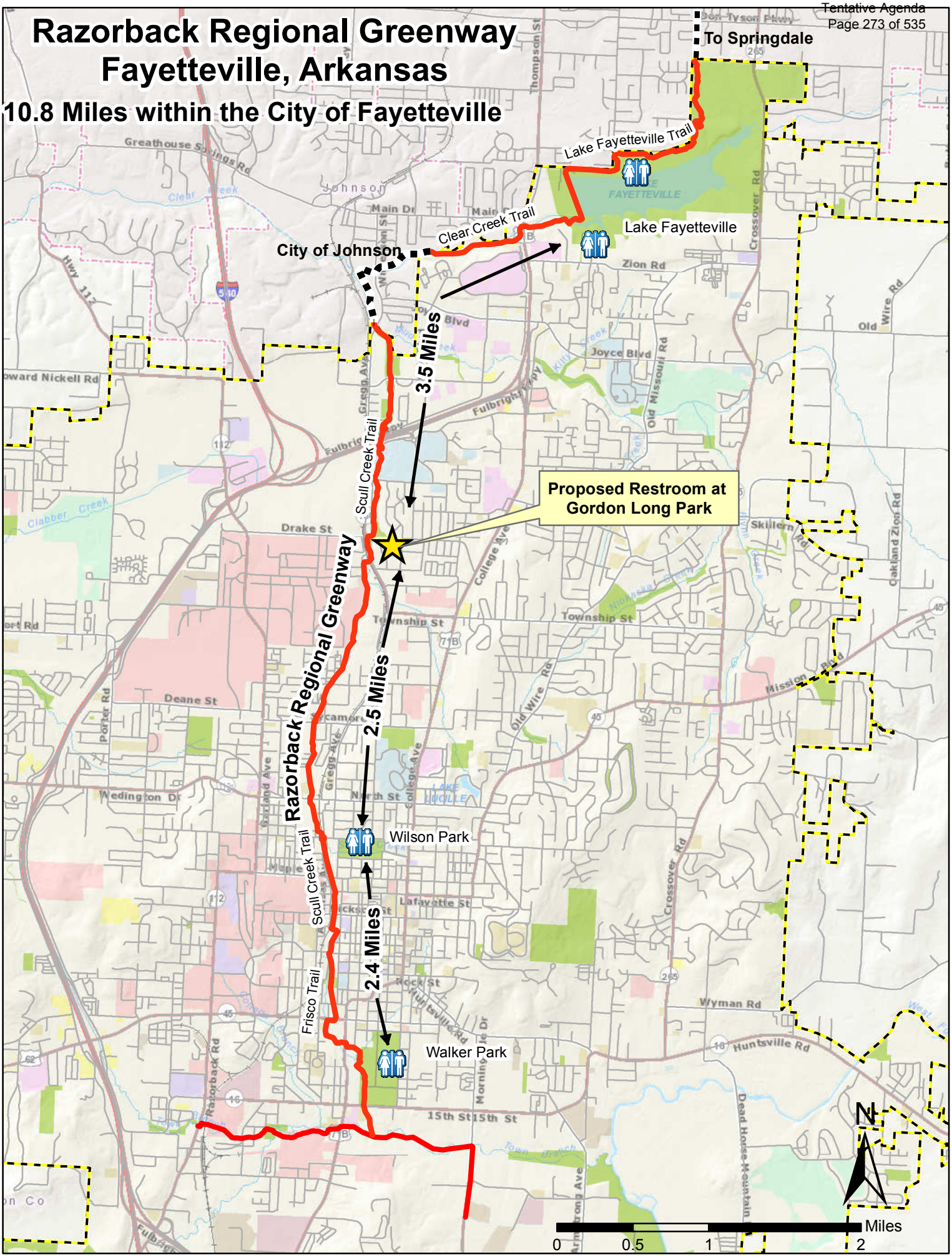
BUDGET/STAFF IMPACT:

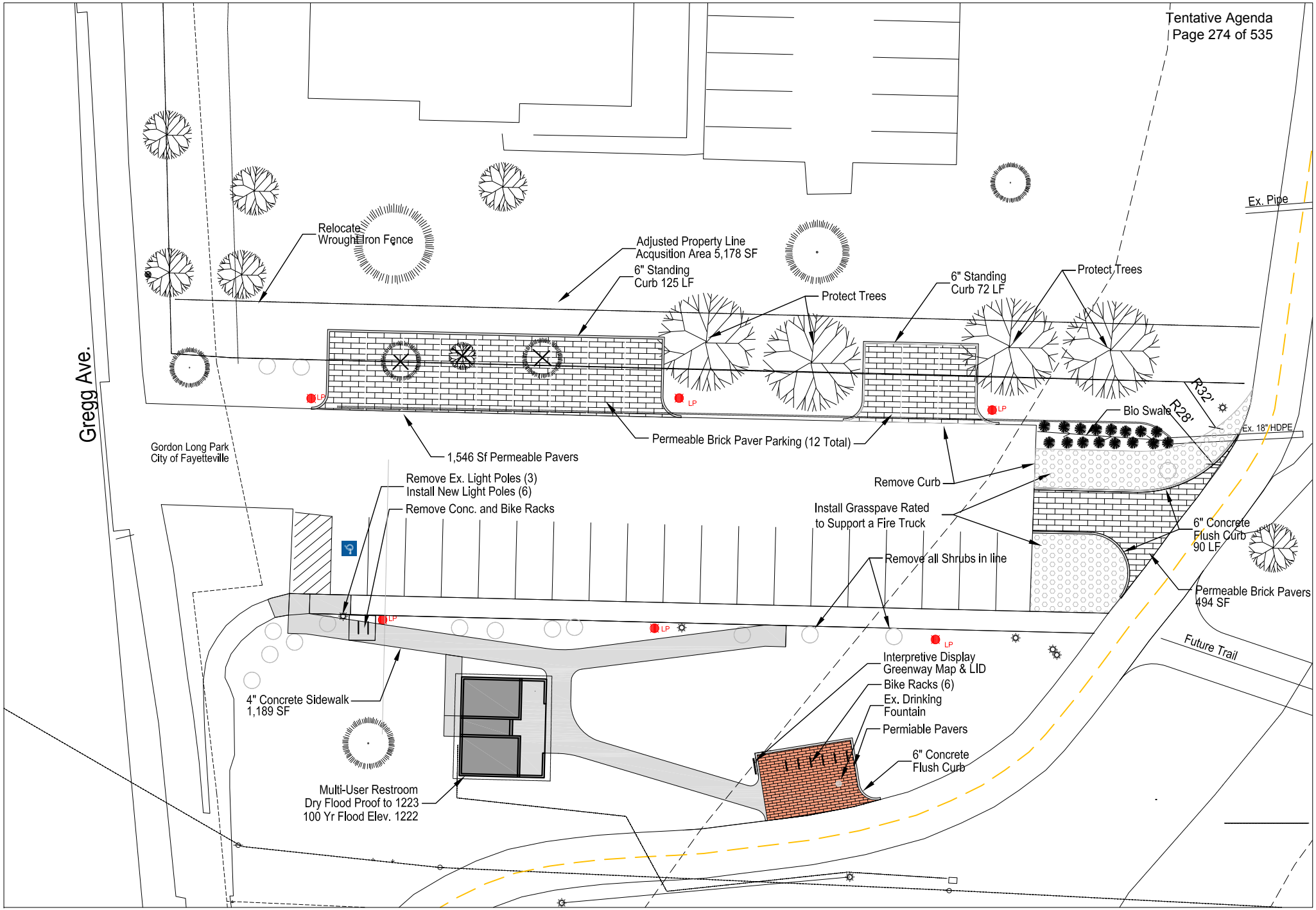
Two bidders responded to the request for formal bids and JLA Enterprises was the lowest responsive bidder. The bid from JLA Enterprises is 21% above the estimate. Based on a series of recent bids, we have found that the Northwest Arkansas construction market is currently saturated with work. Several contractors have told city staff that they are too busy to take on additional projects. For the Gordon Long Park Trailhead Improvements, Nine contractors reviewed the plans, but only two submitted bids. We have reviewed the pay items prices from JLA Enterprises and none of the individual items appear to be out of line. Overall each item is a little higher than the estimate resulting in the overage.

Attachments:
2015-0456 Staff Review Form
Gordon Long Park Trailhead Location & Site Plan
Purchase Requisition – JLA Enterprises
IRWP Grant Award Letter
Bid 15-42 Bid Tabulation
JLA Enterprises Bid 15-42
JLA Enterprises Signed Agreement
Budget Adjustment – IRWP Grant Revenue

Razorback Regional Greenway
Fayetteville, Arkansas

10.8 Miles within the City of Fayetteville





CITY OF Fayetteville ARKANSAS

City of Fayetteville
Engineering Division
113 W. Mountain
Fayetteville, AR 72701
479-575-8206

Gordon Long Park Trailhead
Restroom Installation & Expanded Parking

0 15 30

April 2015

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: **10/20/2015**

P.O Number:

Vendor #: **26054**

Vendor Name: **JLA Enterprises, Inc.**

Mail ☑ YES ☐ NO

Legistar#: **2015-0456**

Address:

FOB Point:

Taxable ☐ YES ☑ NO

Expected Delivery Date:

City:

State:

Zip Code:

Ship to code: **104**

Quotes Attached ☐ YES ☑ NO

Requester: **Ginny Gundlach**

Requester's Employee #: **2283**

Extension: **3489**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	**Gordon Long Park Trailhead Improvements Construction**	**1**	**LOT**	**425,521.90**	**$425,521.90**	**4470.9470.5814.05**	**02016.1501**		
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:
Per Bid 15-42 and Res No _____

Subtotal:	**$425,521.90**
Tax:	**$0.00**
Total:	**$425,521.90**

Approvals:

Mayor: _____

Department Director:_____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director:_____

Dispatch Manager:_____

Utilities Manager:_____

Other:_____

ILLINOIS River
WATERSHED PARTNERSHIP

September 28, 2015

Matt Mihalevich, Trails Coordinator
Engineering Division, City of Fayetteville
Fayetteville, Arkansas 72701

Dear Matt:

We are very pleased to award the City of Fayetteville a grant in the amount of $38,604 for the Gordon Long Trailhead Project.

This project will display how an investment in Green Infrastructure will lead to cost effective, replicable benefits to water quality in the Illinois River Watershed. The Gordon Long Trailhead Project along an urban stream in Fayetteville will demonstrate water quality improvements and environmental benefits using Green Infrastructure elements as outlined in the grant detail.

Grant funding for this project is made possible through an Arkansas Natural Resources Commission grant and an Arkansas Forestry Commission Urban Riparian Forestry grant to the IRWP to plant trees, install green infrastructure demonstration elements, and provide educational signage and programming along the Razorback Greenway. Local IRWP staff and volunteers in the watershed will assist with installation as needed and offer educational programs at the Gordon Long Trailhead.

Thank you for the opportunity to partner with the City of Fayetteville on this exciting project for the Illinois River Watershed.

Sincerely,

Delia Haak

Delia Haak, Ed.D.
Executive Director

P.O. Box 8506
Fayetteville, AR 72703

City of Fayetteville
Gordon Long Park Trailhead Green Infrastructure Improvements

	Illinois River Watershed Partnership Grant	
Item #	**Description**	**Cost**
5	4" Topsoil Placement & Select Grading	2,850.00
20	Tree Protection Fencing	2,380.00
22	Permeable Interlocking Concrete Paver	21,665.00
23	Grass Paver	4,285.00
27	Interpretive Display *	2,000.00
35	Bio-Swale	3,333.00
36	Trees	666.00
37	Permeable Paver Demo Cube	1,425.00
	Total IRWP Green Infrastructure Grant	**$ 38,604.00**

* Maximum allowed for signage

9/28/2015

City of Fayetteville, Arkansas
Purchasing Division

OFFICIAL BID TABULATION

Bid 15-42, Construction - Gordon Long Park Trailhead Improvements

Friday, September 25, 2015, 2:00 PM, Local Time

				Benchmark Construction Inc				JLA Enterprises Inc			
ITEM	DESCRIPTION	QTY.	UNIT		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST
1	Trench & Excavation Safety Systems	1	LS	x	$ 700.00	=	$ 700.00	x	$ 1,425.00	=	$ 1,425.00
2	Clearing, Grubbing, & Demolition	1	LS	x	$ 1,264.00	=	$ 1,264.00	x	$ 4,500.00	=	$ 4,500.00
3	Select Embankment (Plan Quantity)	260	CY	x	$ 12.65	=	$ 3,289.00	x	$ 28.50	=	$ 7,410.00
4	Unclassified Excavation (Plan Quantity)	237	CY	x	$ 8.44	=	$ 2,000.28	x	$ 19.00	=	$ 4,503.00
5	4" Topsoil Placement & Select Grading (Plan Quantity)	200	SY	x	$ 21.00	=	$ 4,200.00	x	$ 14.25	=	$ 2,850.00
6	Undercut and Stone Backfill	50	CY	x	$ 140.00	=	$ 7,000.00	x	$ 119.00	=	$ 5,950.00
7	Fence Removed and Reconstructed	270	LF	x	$ 35.00	=	$ 9,450.00	x	$ 47.00	=	$ 12,690.00
8	Aggregate Base Course (Class 7)	60	CY	x	$ 192.00	=	$ 11,520.00	x	$ 52.35	=	$ 3,141.00
9	Concrete Curb Type D	250	LF	x	$ 27.00	=	$ 6,750.00	x	$ 33.00	=	$ 8,250.00
10	Flush Curb	100	LF	x	$ 26.00	=	$ 2,600.00	x	$ 33.00	=	$ 3,300.00
11	Concrete Sidewalks	150	SY	x	$ 49.00	=	$ 7,350.00	x	$ 71.40	=	$ 10,710.00
12	Solid Sod (Bermuda)	300	SY	x	$ 5.60	=	$ 1,680.00	x	$ 7.60	=	$ 2,280.00
13	Painted Pavement Symbol (Handicap) (Reflectorized)	2	EA	x	$ 35.00	=	$ 70.00	x	$ 428.00	=	$ 856.00
14	Painted Pavement Markings (4" White Stripe) (Reflectorized)	650	LF	x	$ 0.80	=	$ 520.00	x	$ 4.75	=	$ 3,087.50
15	Pavement Marking Removal	475	LF	x	$ 1.60	=	$ 760.00	x	$ 4.75	=	$ 2,256.25
16	Curb Painting (Fire Lane) (Reflectorized)	50	LF	x	$ 1.00	=	$ 50.00	x	$ 6.15	=	$ 307.50
17	Parking Signs with U-Channel Post	3	EA	x	$ 470.00	=	$ 1,410.00	x	$ 380.00	=	$ 1,140.00
18	Erosion Control BMP's	1	LS	x	$ 7,890.00	=	$ 7,890.00	x	$ 2,380.00	=	$ 2,380.00
19	Mobilization (Shall not exceed 5% of Total Bid)	1	LS	x	$ 1,960.00	=	$ 1,960.00	x	$ 19,000.00	=	$ 19,000.00
20	Tree Protection Fencing	1	LS	x	$ 9,180.00	=	$ 9,180.00	x	$ 2,380.00	=	$ 2,380.00
21	Restroom Building	1	LS	x	$ 291,920.00	=	$ 291,920.00	x	$ 225,000.00	=	$ 225,000.00
22	Permeable Interlocking Concrete Pavement (PICP)	350	SY	x	$ 171.43	=	$ 60,000.50	x	$ 61.90	=	$ 21,665.00
23	Grass Paver	100	SY	x	$ 89.92	=	$ 8,992.00	x	$ 42.85	=	$ 4,285.00
24	Precast Step	17	EA	x	$ 255.00	=	$ 4,335.00	x	$ 285.00	=	$ 4,845.00
25	Bike Racks	6	EA	x	$ 463.00	=	$ 2,778.00	x	$ 810.00	=	$ 4,860.00
26	Lighting Fixture & Pole & Pull Box	6	EA	x	$ 5,202.00	=	$ 31,212.00	x	$ 5,000.00	=	$ 30,000.00
27	Interpretive Display	1	EA	x	$ 5,600.00	=	$ 5,600.00	x	$ 4,285.00	=	$ 4,285.00
28	1 1/4" Conduit (Sch. 40 PVC)	550	LF	x	$ 12.80	=	$ 7,040.00	x	$ 10.85	=	$ 5,967.50
29	No. 6 AWG Copper Conductor (Restroom Service)	600	LF	x	$ 1.45	=	$ 870.00	x	$ 12.40	=	$ 7,440.00
30	No. 10 AWG Copper Conductor (Parking Lighting)	1657	LF	x	$ 1.00	=	$ 1,657.00	x	$ 0.95	=	$ 1,574.15
31	100 Amp Disconnect and Electrical Appurtenances	1	LS	x	$ 720.00	=	$ 720.00	x	$ 2,380.00	=	$ 2,380.00
32	4" Sewer Service w/ Appurtenances	50	LF	x	$ 70.00	=	$ 3,500.00	x	$ 33.30	=	$ 1,665.00
33	1" PEX Water Service with Appurtenances	120	LF	x	$ 28.00	=	$ 3,360.00	x	$ 19.00	=	$ 2,280.00
34	Concrete Wheel Stops	19	EA	x	$ 98.00	=	$ 1,862.00	x	$ 165.00	=	$ 3,135.00
35	Bio-Swale	1	LS	x	$ 2,725.00	=	$ 2,725.00	x	$ 3,333.00	=	$ 3,333.00
36	Trees	2	EA	x	$ 415.00	=	$ 830.00	x	$ 333.00	=	$ 666.00
37	Permeable Paver Demonstration Cube	1	EA	x	$ 2,780.00	=	$ 2,780.00	x	$ 1,425.00	=	$ 1,425.00
38	Brick Column Reconstruction	1	EA	x	$ 1,250.00	=	$ 1,250.00	x	$ 2,300.00	=	$ 2,300.00
			TOTAL AMOUNT BID				$ 511,074.78				$ 425,521.90

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

CERTIFIED:

Andrea Rennie — A. Rennie, Purchasing Agent

Carolyn Ref — Witness

9/25/2015 — Date

**Denotes Calculation error

DOCUMENT 00400 –BID FORM

Contract Name: Gordon Long Park Trailhead Improvements

Bid Number 15-42, Construction – Gordon Long Park Trailhead Improvements

BID TO:

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

BID FROM:

Bidder: JLA Enterprises, Inc. dba JLA Const.
P.O. Box 718
Brookline, Mo 65619

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner 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.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 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 Owner's Notice of Award.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
1	Sept. 15, 2015

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 Owner 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.

DOCUMENT 00400 –BID FORM (continued)

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 Owner 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

DOCUMENT 00400 –BID FORM (continued)

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 Owner.

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.

ARTICLE 4 - BID PRICE

THIS REVISED BID FORM SUPERSEDES – CONTRACTOR MUST COMPLETE AND SUBMIT THE REVISED BID FORM BELOW

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	SECTION	DESCRIPTION	UNIT	EST. QTY		UNIT PRICE		TOTAL
1	112	Trench & Excavation Safety Systems	LS	1	X	$1,425.00	=	$1,425.00
2	201	Clearing, Grubbing, & Demolition	LS	1	X	$4,500.00	=	$4,500.00
3	202 SP-17	Select Embankment (Plan Quantity)	CY	260	X	$28.50	=	$7,410.00
4	202 SP-18	Unclassified Excavation (Plan Quantity)	CY	237	X	$19.00	=	$4,503.00
5	204 SP-19	4" Topsoil Placement & Select Grading (Plan Quantity)	SY	200	X	$14.25	=	$2,850.00
6	205	*Undercut and Stone Backfill	CY	50	X	$119.00	=	$5,950.00
7	208 (AHTD)	Fence Removed and Reconstructed	LF	270	X	$47.00	=	$12,690.00
8	401	Aggregate Base Course (Class 7)	CY	60	X	$52.35	=	$3,141.00
9	501	Concrete Curb Type D	LF	250	X	$33.00	=	$8,250.00

$50,719.00

DOCUMENT 00400 –BID FORM (continued)

ITEM NO.	SECTION	DESCRIPTION	UNIT	EST. QTY		UNIT PRICE		TOTAL
10	501	Flush Curb	LF	100	X	$33.00	=	$3,300.00
11	502	Concrete Sidewalks	SY	150	X	$71.40	=	$10,710.00
12	505	Solid Sod (Bermuda)	SY	300	X	$7.60	=	$2,280.00
13	507	Painted Pavement Symbol (Handicap) (Reflectorized)	EA	2	X	$428.00	=	$856.00
14	507	Painted Pavement Markings (4" White Stripe) (Reflectorized)	LF	650	X	$4.75	=	$3,087.50
15	507	Pavement Marking Removal	LF	475	X	$4.75	=	$2,256.25
16	507	Curb Painting (Fire Lane) (Reflectorized)	LF	50	X	$6.15	=	$307.50
17	508	Parking Signs with U-Channel Post	EA	3	X	$380.00	=	$1,140.00
18	509	Erosion Control BMP's	LS	1	X	$2,380.00	=	$2,380.00
19	511	Mobilization (Not to Exceed 5% of Bid)	LS	1	X	$19,000	=	$19,000.00
20	517	Tree Protection Fencing	LS	1	X	$2,380.00	=	$2,380.00
21	SP-2	Restroom Building	LS	1	X	$225,000.00	=	$225,000.00
22	SP-3	Permeable Interlocking Concrete Pavement (PICP)	SY	350	X	$61.90	=	$21,665.00
23	SP-4	Grass Paver	SY	100	X	$42.85	=	$4,285.00
24	SP-5	Precast Step	EA	17	X	$285.00	=	$4,845.00

303,492.25 KR

DOCUMENT 00400 –BID FORM (continued)

ITEM NO.	SECTION	DESCRIPTION	UNIT	EST. QTY		UNIT PRICE		TOTAL
25	SP-6	Bike Racks	EA	6	X	$810.00	=	$4,860.00
26	SP-7	Lighting Fixture & Pole & Pull Box	EA	6	X	$5,000.00	=	$30,000.00
27	SP-8	Interpretive Display	EA	1	X	$4,285.00	=	$4,285.00
28	SP-20	1-1/4" Conduit (Sch. 40 PVC)	LF	550	X	$10.85	=	$5,967.50
29	SP-21	No. 6 AWG Copper Conductor (Restroom Service)	LF	600	X	$12.40	=	$7,440.00
30	SP-22	No. 10 AWG Copper Conductor (Parking Lighting)	LF	1,657	X	$0.95	=	$1,574.15
31	SP-9	100 Amp Disconnect and Electrical Appurtenances	LS	1	X	$2,380.00	=	$2,380.00
32	SP-10	4" Sewer Service w/ Appurtenances	LF	50	X	$33.30	=	$1665.00
33	SP-11	1" PEX Water Service with Appurtenances	LF	120	X	$19.00	=	$2,280.00
34	SP-12	Concrete Wheel Stops	EA	19	X	$165.00	=	$3,135.00
35	SP-13	Bio-Swale	LS	1	X	$3,333.00	=	$3,333.00
36	SP-14	Trees	EA	2	X	$333.00	=	$666.00
37	SP-15	Permeable Paver Demonstration Cube	EA	1	X	$1,425.00		$1,425.00
38	SP-16	Brick Column Reconstruction	EA.	1	X	$2,300	=	$2,300.00

* To be only used at the direction of the Engineer

74,643.65 KR

TOTAL AMOUNT BID $ 428,854.90

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 5 - CONTRACT TIMES

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

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a bank cashier's check or a Bid Bond and in the amount of 5.1. _____ Dollars ($_____).

B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

JLA Enterprises, Inc. dba JLA Const.
P.O. Box 718
Brookline, MO 65619

Phone No. 417-881-7348

FAX No. 417-881-7216

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on Sept. 25, 20 15.

DOCUMENT 00400 –BID FORM (continued)

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

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.: _____

DOCUMENT 00400 –BID FORM (continued)

A Corporation or LLC

Corporation or LLC Name: JLA Enterprises, Inc. (SEAL)

State of Incorporation: MO

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

By: Jennifer Arndt
(Signature – attach evidence of authority to sign)

Name (type or printed): Jennifer Arndt

Title: Pres.

(CORPORATE SEAL)

Attest: Jennifer Arndt
(Signature of Corporate Secretary)

Business address: P.O. Box 718
Brookline, MO 65619

Phone No.: 417-887-7348 FAX No.: 417-887-7216

END OF DOCUMENT 00400

CERTIFICATION OF CORPORATE OFFICIALS

LISTED BELOW ARE THE OFFICERS/OWNERS/PARTNERS AUTHORIZED TO ENTER INTO AN AGREEMENT FOR JLA ENTERPRISES, INC.

JENNIFER ARNDT	Jennifer Arndt

JLA ENTERPRISES, INC.
COMPANY

Jennifer Arndt
COMPANY OFFICIAL

PRESIDENT
TITLE

SEPTEMBER 22, 2015
DATE

43-1280547
FEDERAL ID #

CORPORATE SEAL

DOCUMENT 00430 – LIST OF SUBCONTRACTORS & SUPPLIERS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for GORDON LONG PARK TRAILHEAD IMPROVEMENTS

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's/Supplier Name and Address	Expected Percentage or Value
Excavation/Grading		
Concrete	APAC Central - Supplier	1%
Aggregate	APAC Central - Supplier	1%
Restroom Building	ROMTEC Roseburg OR 97470	30%
Pavement Markings	MARKING Systems Bentonville AR	1%
Electrical Service	Electrical Resources Centerton AR	9%
Sewer Service	Allied Plumbing Fayetteville AR	6.5%
Water Service	Allied Plumbing Fayetteville	
Other (designate)		

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

JLA Construction
Bidder's Signature

END OF DOCUMENT 00430

Arkansas Unified DBE Certification Program

Telephone (501) 569-2000
Fax (501) 569-2965

Post Office Box 2261
Little Rock, Arkansas 72203-2261

Arkansas.FHWA@fhwa.dot.gov

ArkansasHighways.com

LITTLE ROCK NATIONAL AIRPORT
LittleRockAirport.AERO

Central Arkansas Transit Authority
SWilliams@cata.org

ARKANSAS AIRPORT OPERATORS ASSOCIATION
AAOA
bflowers@mcclelland-engrs.com

May 12, 2015

Ms. Jennifer Arndt
JLA Enterprises, Inc. dba JLA Construction
P. O. Box 718
Brookline, MO 65619

Dear Ms. Arndt:

This will acknowledge receipt of the annual affidavit stating there have been no changes in JLA Enterprises, Inc. dba JLA Construction's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of Federal Regulation 49 CFR Part 26. Based on a review of this information, the firm's Disadvantaged Business Enterprise certification in Arkansas will continue through May 12, 2016.

Any time the firm's circumstances change, a notarized statement setting forth the changes must be submitted to the Department within 30 days.

If you have questions or need additional information, please contact Ms. Natasha Halbert at (501) 569-2259.

Sincerely,

Joanna P. McFadden
Section Head-EEO/DBE

c: DBE Program Specialist

SPONSOR

SUPPLEMENT TO PROPOSAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

Job No. 040673

FAP No. TAPU-9142 (37)

Date Sept. 22, 2015

JLA Enterprises, Inc. dba JLA Const.
Subcontractor

By Jennifer Anderson

Pres.
Title

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person , firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the SPONSOR **at the time proposals are submitted**.

AFFIDAVIT

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

SPONSOR

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. 0406073

F.A.P. No. TAPU-9142 (37)

9-22-15
(Date Executed)

JLA Enterprises, Inc. dba JLA Const.
(Name of Bidder)

Jennifer Amador
(Signature)

Pres.
(Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20_____.
My commission expires:_____

_____
(Notary Public)

(NOTARY SEAL)

CITY OF Fayetteville ARKANSAS

Bid Check List
Bid 15-42, Gordon Long Park Trailhead Improvements

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

- [x] 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers check must be from a financial institution located within the State of Arkansas and shall be made payable to the City of Fayetteville, AR.

- [x] 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,

- [x] Bid Bond,

- * [ ] Bidder Qualifications,

- * [ ] List of Subcontractors,

- * [ ] List of Manufacturers,

- [x] Anti-Collusion and Debarment Certification,

CITY OF Fayetteville ARKANSAS

Bid Check List
Bid 15-42, Gordon Long Park Trailhead Improvements

- [x] Certification for Federal-Aid Contracts,
- [x] Certification of DBE (Disadvantaged Business Enterprises),
- * [ ] DBE Participation,
- [ ] **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 (This is a Federal Aid Project and therefore a License Number is not required for bidding. Bids will not be rejected if the Contractors License Number is left blank).

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

CONTRACTOR NAME: JLA Enterprises, Inc. dba JLA Const.

ARKANSAS CONTRACTORS LICENSE NUMBER: N/A
(This is a Federal Aid Project and therefore a License Number is not required for bidding)

UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700

Bid Bond

CONTRACTOR:
(Name, legal status and address)

JLA Enterprises, Inc.
6088 W. Farm Road 164
Brookline, MO. 65619-7100

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Fayetteville, Arkansas

BOND AMOUNT: Five Percent (5%) of Amount Bid ***

PROJECT:
(Name, location or address, and Project number, if any)

Gordon Long Park Trailhead Improvements
Fayetteville, Arkansas

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of September, 2015

Judy L. Ragan
(Witness)

Tammy Williams
(Witness)

JLA Enterprises, Inc.

Jennifer Amar, Pres.
(Principal) (Seal)

Pres.
(Title)

UNITED FIRE & CASUALTY COMPANY

(Surety) (Seal)

Attorney in Fact
(Title)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.

CONT0525 (072010)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE, OR S. CHRISTINE TOWNSEND, ALL INDIVIDUALLY of SPRINGFIELD MO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of October, 2015 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of October, 2013

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J Richmann Vice President

State of Iowa, County of Linn, ss:
On 14th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2015

Judith A Davis Notary Public
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of September, 20 15.

By: David A. Lange
Secretary, UF&C
Assistant Secretary, UF&I/FPIC

BPOA0045 0913

010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. JLA ENTERPRISES, INC. d/b/a JLA CONSTRUCTION

2. Permanent main office address. P.O. BOX 718, BROOKLINE, MO 65619

3. When organized. 03/08/1983

4. If a corporation, where incorporated. MISSOURI

5. How many years have been engaged in the contracting business under your present firm or trade name? 32 YEARS

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). SEE ATTACHED LIST

7. General character of work performed by your company. GENERAL CONTRACTING

8. Have you ever failed to complete any work awarded to you? NO

9. Have you ever defaulted on a Contract? NO

   If so, where and why?

10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO

    If so, where and why?

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. SEE ATTACHED LIST

12. List your major equipment available for this Contract. SEE ATTACHED LIST

13. Experience in construction work similar in importance to this project. SEE ATTACHED LIST

14. Background and experience of the principal members of your organization, including the officers. SEE ATTACHED RESUMES

15. Background and experience of the Master Electrician(s) licensed in the state of Arkansas (issued by the Arkansas Board of Electrical Examiners) who have proper skills in supervising, performing, and maintaining the electrical work.

16. Credit available: $ 400,000.00.

17. Give Bank reference: GUARANTY BANK OF NIXA/LANCE PEARCE

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of

Bidder's Qualifications.

20. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

(a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
(b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
(c) Criminal proceedings.

Dated at BROOKLINE, MO this 17TH day of JUNE, 20 15.

JLA ENTERPRISES, INC.
(Name of Bidder)

By Jennifer Arndt

Title PRSIDENT

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

JENNIFER ARNDT being duly sworn deposes and says that he is

PRESIDENT of JLA ENTERPRISES, INC.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 17th day of June, 2015.

Trish Bramer
(Notary Public)

My Commission Expires:
March 15, 2017

TRISH BRAMER
Notary Public – Notary Seal
STATE OF MISSOURI
Lawrence County
My Commission Expires Mar 15, 2017
Commission #13476388

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: GORDON LONG PARK TRAILHEAD IMPROVEMENTS

Contract No.: Bid 15-42 Construction – Gordon Long Park Trailhead Improvements

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between The City of Fayetteville, Arkansas and _____. (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

1. Mobilization/Demobilization
2. Clearing & Grubbing of vegetation in the damaged area.
3. Excavation of unsuitable soil down to rock or unyielding subgrade.
4. Select Fill under the sidewalk and restroom building.
5. Construction of sidewalks, handicap ramp and additional parking.
6. Installation of restroom building and appurtenances.
7. Installation of 4" sewer service and 1" water service.
8. Parking lot striping.
9. Trailhead lighting.
10. Site restoration including, topsoil, select grading, sod and seed.
11. Fence removal and reinstallation.
12. Interpretive display installation.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within **150** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **180** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Two Hundred Dollars ($200.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial

DOCUMENT 00500 – AGREEMENT (continued)

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 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Hundred Dollars ($200.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

4.03 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.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The 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 Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

   a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

   b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

B. Contractor 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. 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.

D. Contractor 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

DOCUMENT 00500 – AGREEMENT (continued)

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer 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.

E. Contractor has obtained and carefully studied (or assumes responsibility of 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, and 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.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing 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.

G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

H. 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.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract

DOCUMENT 00500 – AGREEMENT (continued)

Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

L. Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Bid.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

DOCUMENT 00500 – AGREEMENT (continued)

5. Supplementary Conditions.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

GORDON LONG PARK TRAILHEAD IMPROVEMENTS

8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. 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.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his 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.

8.04 SEVERABILITY:

A. 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 The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

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

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

JLA Construction	CITY OF FAYETTEVILLE _____
Name Written: Jennifer Arndt	Name Written: Lioneld Jordan
Signature: Jennifer Arndt	Signature: _____
Title: President	Title: Mayor
(SEAL)	(SEAL)
Attest Trish Brames	Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

P.O. Box 718
Brookline, MO 65619

License No. 0035800415

Agent for Service of process

Address for giving notices

113 W. Mountain Street
Fayetteville AR, 72701

(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

(If Contractor is a corporation, attach evidence of authority to sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

CERTIFICATION OF CORPORATE OFFICIALS

LISTED BELOW ARE THE OFFICERS/OWNERS/PARTNERS AUTHORIZED TO ENTER INTO AN AGREEMENT FOR JLA ENTERPRISES, INC.

JENNIFER ARNDT	Jennifer Arndt

JLA ENTERPRISES, INC.
COMPANY

Jennifer Arndt
COMPANY OFFICIAL

PRESIDENT
TITLE

SEPTEMBER 22, 2015
DATE

43-1280547
FEDERAL ID #

CORPORATE SEAL

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division:	Transportation Services	Adjustment Number
2015	Dept.:	Transportation Services	
	Requestor:	Ginny Gundlach	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

The City of Fayetteville was awarded $38,604.00 in grant revenue, for the Gordon Long Trailhead project, from the Illinois River Watershed Partnership, made possible through an Arkansas Natural Resources Commission grant and an Arkansas Forestry Commission Urban Riparian Forestry grant. This budget adjustment recognizes the grant revenue in the Gordon Long Park Trailhead sub-project.

COUNCIL DATE: 10/20/2015

LEGISTAR FILE ID#: **2015-0456**

Barbara Fell
10/5/2015 12:02 PM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20150925

Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub# Project	Project.Sub# Sub	AT	Account Name
TOTAL	38,604	38,604				
4470.9470.5814.05	38,604	-	02016	1501	EX	Trails
4470.0947.4302.00	-	38,604	***02016***	***1501***	RE	State Grants - Capital
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0471

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 3

PLACEHOLDER - ADDITIONAL INFORMATION WILL BE EMAILED AS SOON AS INFORMATION IS RECEIVED -

BENCHMARK CONSTRUCTION OF NWA CONTRACT:

STAFF REQUESTS A RESOLUTION TO APPROVE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA IN THE AMOUNT OF $3,373,506.91 FOR THE CONSTRUCTION OF THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION, APPROVAL OF A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $168,675.35, APPROVAL OF CHANGE ORDER NO. 1 TO REDUCE THE CONTRACT BY $323,307.00 BY REFLECTING VALUE ENGINEERING ITEMS, AND APPROVAL OF A BUDGET ADJUSTMENT IN THE AMOUNT OF $1,461,465.00 TO INCREASE THE PROJECT BUDGET.

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0472

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 4

MCGOODWIN, WILLIAMS AND YATES, INC. AMENDMENT NO. 3:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE RECYCLING AND TRASH COLLECTION DIVISION OFFICE BUILDING EXPANSION AND SITE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $217,861.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 3, a copy of which is attached to this Resolution, to the agreement with McGoodwin, Williams and Yates, Inc. for construction phase services associated with the Recycling and Trash Collection Division Office Building Expansion and Site Improvements in an amount not to exceed $217,861.00.

City of Fayetteville Staff Review Form

2015-0472

Legistar File ID

10/20/2015

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

Chris Brown	10/2/2015	Recycling & Trash Collection / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Contract Amendment No. 3 with McGoodwin Williams and Yates for construction phase services on the Recycling and Trash Collection Office Expansion and Site Improvements

Budget Impact:

5500.5080.5314.00	Solid Waste
Account Number	Fund
13021.2000	Solid Waste Office & Trans Station
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	2,308,845.00
		Funds Obligated	$	199,252.00
		Current Balance	$	2,109,593.00
Does item have a cost?	Yes	Item Cost	$	217,861.00
Budget Adjustment Attached?	No	Budget Adjustment		
#		Remaining Budget	$	1,891,732.00

V20140710

Previous Ordinance or Resolution # 133-13

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Dept. Director
Jeff Coles, Recycling and Trash Collection Division Head

FROM: Chris Brown, P.E., City Engineer CB

DATE: October 2, 2015

SUBJECT: **Approval of a Contract Amendment No. 3 with McGoodwin Williams and Yates for construction phase services on the Recycling and Trash Collection Facility Expansion**

RECOMMENDATION:
Staff recommends approval of Contract Amendment No. 3 with McGoodwin Williams and Yates for construction phase services on the Recycling and Trash Collection Facility Expansion and Improvements project.

BACKGROUND:
The Recycling and Trash Collection Division is in need of engineering services to design expansion/improvements to their facility on Happy Hollow Road, to include improvements to their offices and transfer station building, parking areas, access drives, and other site elements. In accordance with City policy, a selection committee consisting of city staff and one City Council member was formed and selected McGoodwin, Williams and Yates (MWY) of Fayetteville as the design consultant. MWY designed the existing transfer station and office building, and their staff has extensive knowledge and background on the existing building.

The original contract with MWY provided for the development of a master plan. The master plan identified improvements that are necessary accommodate current space and site needs. Contract Amendments 1 and 2 provided for detailed design services for the building expansion and associated site improvements in accordance with the Master plan.

DISCUSSION:
This proposed amendment will provide compensation for necessary services by MWY during the construction of the office expansion. Services to be provided include submittal review, preparation of work change directives and change orders, and site visits/progress meetings to monitor the construction contractor. Payment will be made to MWY based on actual hours worked at the salary rates provided in the contract. The total amount of construction phase services will not exceed $217,861.

BUDGET/STAFF IMPACT:
This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund.

Attachments:
Amendment No. 3 with MWY
Original conract

AMENDMENT NO. 3
To
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
McGOODWIN, WILLIAMS, AND YATES, INC.

SOLID WASTE BUILDING EXPANSION AND SITE IMPROVEMENTS

WHEREAS, on June 18, 2013, the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and McGoodwin, Williams and Yates, Inc. of Fayetteville, Arkansas (ENGINEER) entered into an Agreement for architectural and engineering services in connection with the Solid Waste Building Expansion and Site Improvements (the "Project"); and

WHEREAS, on March 4, 2014, the CITY OF FAYETTEVILLE and the ENGINEER entered into Amendment No. 1 providing for amounts and methods of compensation for ENGINEER for detailed design and preparation of construction drawings and specifications for the Project; and

WHEREAS, on December 2, 2014, the CITY OF FAYETTEVILLE and the ENGINEER entered into Amendment No. 2 amending the scope of work for the ENGINEER to add development of opinions of probable construction costs and bid phase services for two (2) construction contract sections; and

WHEREAS, construction bids were opened for Contract Section I, and the CITY OF FAYETTEVILLE requests that the scope of work for the ENGINEER be amended to add construction phase services for Contract Section I; and

WHEREAS, the current Agreement as amended must now be amended further to provide the additional scope and amount of compensation to the Engineer for construction phase services;

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, CITY OF FAYETTEVILLE and MWY, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated June 18, 2013, and amended on March 4, 2014, and December 2, 2014 is hereby further amended in the following particulars:

APPENDIX A – SCOPE OF SERVICES

A.2 Specific Scope of Services

Delete Paragraph A.2.4.3 and replace with the following (the intent is to omit on-site construction observation services but retain construction layout control surveys):

3. Furnish the services of field personnel for required construction layout surveys to establish baselines or benchmarks when requested by the Owner.

A.4 Compensation

Replace the entire Section A.4.4 with the following:

A.4.4 Construction Phase Services:

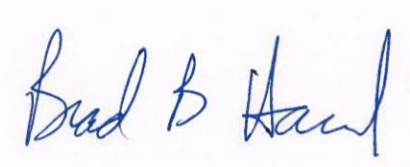
1. Compensation shall be paid to ENGINEER on the basis of ENGINEER'S standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. ENGINEER agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The reimbursable expenses for which ENGINEER will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, review and/or certification fees, and other expenses directly attributable to the project, including any work performed by subcontractors. ENGINEER shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost.

3. The maximum not-to-exceed amount authorized for services, including reimbursables, under Section A4.4 is $217,861.00.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have caused this Amendment to be duly executed this _____ day of _____, 2015.

CITY OF FAYETTEVILLE, ARKANSAS	McGOODWIN, WILLIAMS, AND YATES
	
By :_____	By:_____
Mayor, Lioneld Jordan	Brad B. Hammond, P.E.
ATTEST:	
By:_____	Title: President
City Clerk	

END OF AMENDMENT NO. 3 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

RESOLUTION NO. 133-13

A RESOLUTION AWARDING RFQ #13-01 AND APPROVING A CONTRACT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED $109,000.00 FOR ENGINEERING DESIGN SERVICES AT THE SOLID WASTE TRANSFER STATION ON HAPPY HOLLOW ROAD, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ # 13-01 and approves a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00, a copy of which is attached as Exhibit "A", for architectural design services at the solid waste transfer station on Happy Hollow Road.

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

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/18/2013
City Council Meeting Date
Agenda Items Only

Terry Gulley	Solid Waste	Trans. Services
Submitted By	**Division**	**Department**

Action Required:

Approval of an Engineering Contract with McGoodwin Williams and Yates, Inc. of Fayetteville for design services at the Solid Waste Transfer Station property on Happy Hollow Road

$ 109,000.00	$ 1,173,000.00	Solid Waste Office & Trans Station
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.5314.00	$ -	Solid Waste
Account Number	Funds Used to Date	Program / Project Category Name
13021.2000	$ 1,173,000.00	Solid Waste Improvements
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [XX]

Terry D. Gulley — Department Director — 5-31-13 Date

City Attorney — 5-31-13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker — Finance and Internal Services Director — 6-3-2013 Date

Received in City Clerk's Office 05-31-13 P12:55 RCVD dm

Chief of Staff — 6-3-13 Date

Received in Mayor's Office ENTERED 5/31/13

Mayor — 6/3/13 Date

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of June 18, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gulley, Transportations Services Director

From: Chris Brown, P.E., City Engineer

Date: May 30, 2013

Subject: Solid Waste Building Expansion and Site Improvements

PROPOSAL:

The Solid Waste Division is in need of engineering services to design expansion/improvements to their facility on Happy Hollow Road, to include improvements to their offices and transfer station building, auxiliary buildings, parking areas, access drives, and other site elements. In accordance with City policy, a selection committee consisting of city staff and one City Council member was formed and has selected McGoodwin, Williams and Yates (MWY) of Fayetteville as the design consultant. MWY designed the existing transfer station and office building, and their staff has extensive knowledge and background on the existing building. MWY will provide the engineering and architectural services needed for the project, and will use a sub-consultant, Brown Engineers of Little Rock, for the mechanical systems (plumbing, electrical, heating and air conditioning).

MWY has presented a proposal for development of a Master Plan for building and site improvements, to include:

- Review of existing buildings, and development of building programs and preliminary floor plans for buildings on the site, to include expansion of offices, addition of a break/conference/training room, and upgrade/replacement of heating and air systems.
- Expansion and improvement/paving of parking areas and access driveways.
- Review of overall traffic flow on the site, including the scale area and the entrance to the compost area.
- Preparation of cost estimates for the various elements identified in the site plan
- Preparation of a preliminary design and construction schedule for these elements, and recommendations for packaging elements together for construction.

This Master Plan will allow the Solid Waste Division to develop a capital improvement plan for the solid waste facility. This plan will be used to guide the continued development and expansion of the site, and is also a necessary element of the upcoming rate study.

The Master Plan development is scheduled to be completed in late 2013. At that time, staff will negotiate amendments to the contract with MWY for development of construction plans for selected elements, based on priority of elements and available funding. It may be necessary to develop multiple construction contracts over a period of time. The packaging of various elements for construction will be developed during the master planning process.

The total fee for the development of the Master Plan is $109,000.

RECOMMENDATION:

Staff recommends approval of a contract with McGoodwin, Williams, and Yates, Inc. of Fayetteville in the amount of $109,000 for development of a Master Plan and conceptual designs for improvements to the Solid Waste Facility on Happy Hollow Road.

BUDGET IMPACT:

This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDING RFQ #13-01 AND APPROVING A CONTRACT WITH MCGOODWIN, WILLIAMS AND YATES, INC. IN AN AMOUNT NOT TO EXCEED $109,000.00 FOR ENGINEERING DESIGN SERVICES AT THE SOLID WASTE TRANSFER STATION ON HAPPY HOLLOW ROAD, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ # 13-01 and approves a contract with McGoodwin, Williams and Yates, Inc. in an amount not to exceed $109,000.00, a copy of which is attached as Exhibit "A", for architectural design services at the solid waste transfer station on Happy Hollow Road.

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

PASSED and **APPROVED** this 18th day of June, 2013.

APPROVED: ATTEST:

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

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCGOODWIN, WILLIAMS, AND YATES, INC.

SOLID WASTE BUILDING EXPANSION AND SITE IMPROVEMENTS

THIS AGREEMENT is made as of June 18, 2013, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams, and Yates, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

EXHIBIT
A

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$109,000**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the

value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the Engineer's plans and specifications, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless the Engineer is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
302 E. Millsap Road
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

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

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:

By: Sondra E. Smith

City Clerk

McGoodwin, Williams, and Yates

By: _____
Brad B. Hammond, P.E.

Title: President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A,** consisting of 6 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated _____.

Initial:
CITY OF FAYETTEVILLE _____
McGOODWIN, WILLIAMS, AND YATES, INC. _____

The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes a master site/facility plan and report, detailed design, preparation of construction drawings and specifications, bidding and construction administration and observation for the **Solid Waste Building Expansion and Site Improvements**. The project generally includes the following:

1. Changes to the division office building including renovation and new construction of five new offices, large storage room, and adding structural support if required.
2. Renovation of front office area including customer check-in, information center for service materials, built-in cabinets, furniture, and addition of storage space.
3. Renovation of ceilings and floors of entire office building. Renovations may include elimination or renovating the existing tile floors (tile or decorative).
4. Evaluation of required bathroom facilities to determine if building expansion meets code requirements.
5. Evaluation of existing HVAC system and efficient design of system for full office building.
6. Design of separate employee entrance at appropriate location away from main customer entrance.
7. Design a new breakroom with kitchen facilities and vending area to accommodate division staff of 70 employees with ability of space to be configured for all staff events, training session, and employee meetings. The breakroom will include full media equipment (TV, video, computers, and audio) and employee computer, kiosk, and time-clock stations.
8. Design a new locker room for approximate 70 lockers for personal storage only. No dressing areas will be required.
9. Design a new training/conference room for approximately 15-20 participants with full media equipment (TV, video, computers, and audio).
10. Replacement of any parking spaces lost as a result of office building expansion.
11. Expansion of MRF building to include covering and enclosing the current outdoor storage area.
12. Front entrance landscape design.
13. Renovation of scale house and possible relocation of scale house building and scales to accommodate entering and exiting traffic.
14. Assist CITY OF FAYETTEVILLE with obtaining all necessary permits.
15. Grading and paving of gravel parking lot where the recycle fleet parks in order to provide adequate stormwater runoff for necessary permits.
16. Concrete paving the access road from the compost pad to the entrance gate of the container maintenance and compost drop-off area.

17. Employee parking lot expansion and re-striping, adding 16-20 new car/truck employee parking spaces and five motorcycle spaces.
18. Site and design a "hot load" area with concrete floor, drains and water capabilities for processing hot/burning refuse loads.
19. Design stormwater collection system that controls runoff of leachate that is tracked out of transfer station by trucks to keep the division compliant with ADEQ concerns.
20. Automatic gate at compost site entrance.
21. Incorporation of sustainable design and low-impact development (LID) features as practical and appropriate.
22. Mitigation of odors entering office area.
23. Reconfiguring the stormwater sump area.
24. Evaluate and recommend improvements to the Compost Building and check-in road.
25. Investigate possibility of utility incentives/rebates.

A.2 Specific Scope of Services

McGOODWIN, WILLIAMS, AND YATES shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. McGOODWIN, WILLIAMS, AND YATES will provide the following services:

A2.1 Preliminary Design Phase – Master Site and Facility Plan

1. Meet with the CITY OF FAYETTEVILLE to understand the project needs.

2. Develop a conceptual design for the building renovation/addition, including:

    a. Building program
    b. Code review
    c. Existing facility assessment
    d. Conceptual design drawings, including a floorplan and exterior elevations, to illustrate recommended additions/renovations to the building.

3. Develop a conceptual design for the site improvements, including a "master plan" drawing illustrating recommended improvements.

4. Meet with the CITY OF FAYETTEVILLE to review concept drawings and revise drawings based on input from the CITY OF FAYETTEVILLE.

5. Attend a review meeting with the city planning staff.

6. Develop a preliminary opinion of probable cost for the project, including itemized construction packaging recommendations. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

7. Meet with the CITY OF FAYETTEVILLE to review the preliminary opinion of probable cost. If necessary, identify alternatives to reduce the probable construction cost and make revisions to the conceptual plans and opinion of probable cost. The scope of work under

this agreement includes no more than two (2) revisions to the conceptual drawings and opinion of probable cost.

8. Prepare a draft Preliminary Design Report describing recommended improvements, including the conceptual design drawings and the preliminary opinion of probable cost and submit to the CITY OF FAYETTEVILLE for review.

9. Prepare and transmit a final Preliminary Design Report after receiving comments from the CITY OF FAYETTEVILLE.

A2.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Prepare final design for the project based on the conceptual design plans developed under Section A2.1, including detailed construction specifications and drawings. It is understood that final designs may be developed for multiple construction contracts. Scopes of work for each construction package will be developed after completion of the Preliminary Design Report, and an appropriate amendment to this agreement will be developed at that time.

2. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

4. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans, and assist with submittal to appropriate federal, state and local agencies. Permitting fees will be paid directly by the CITY OF FAYETTEVILLE and are not included in the professional design fees. An industrial stormwater permit, if required, will be prepared by the CITY OF FAYETTEVILLE and is not included in the scope of work.

5. Develop and submit documents in accordance with the CITY OF FAYETTEVILLE's planning requirements, and attend necessary public meetings to present the project.

A2.3. Bidding and Preconstruction Services

McGOODWIN, WILLIAMS, AND YATES will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE. The scope of services does not include dividing construction contracts into multiple projects and/or bids.

A2.4 Construction Phase Services

1. Attend a preconstruction conference. At the time of the preconstruction conference, a Notice to Proceed will be issued.

2. Furnish professional engineers to make visits to the site at appropriate intervals to observe the progress and quality of the executed work and to determine in general

if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer shall have no control over nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.

3. Furnish the services of other field personnel for on-the-site observation of construction and for the performance of required construction layout surveys when requested by the Owner. The authority and duties of such Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives are on the job to perform their required duties.

4. The required construction layout surveys will include the establishment of baselines for locating the work, with a suitable number of benchmarks for site elevation references as shown in the plans and specifications.

5. Consult with and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.

6. Review submittals by the Contractor at the request of the Owner. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

7. Review monthly and final estimates for payments to the Contractor prepared by the Owner.

8. Attend, in company with the City of Fayetteville's Representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.

9. Furnish to the Owner two copies of the record drawings for the project.

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the McGOODWIN, WILLIAMS, AND YATES as part of the Project.

A.3.1 Deliverables for Preliminary Design Phase – Master Site and Facility Plan

1. Four (4) copies of Draft Conceptual Design Drawings
2. Four (4) copies of the draft version of the Preliminary Design Report
3. Four (4) copies of the final version of the Preliminary Design Report
4. Electronic files in accordance with the Agreement

A.4 Compensation

In consideration of the performance of the foregoing services by McGOODWIN, WILLIAMS, AND YATES, the CITY OF FAYETTEVILLE shall pay to McGOODWIN, WILLIAMS, AND YATES compensation as follows:

A4.1 Preliminary Design Report Phase

1. Compensation shall be paid to McGOODWIN, WILLIAMS, AND YATES on the basis of McGOODWIN, WILLIAMS, AND YATES's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. McGOODWIN, WILLIAMS, AND YATES agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The reimbursable expenses for which McGOODWIN, WILLIAMS, AND YATES will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, and other expenses directly attributable to the project, including any work performed by subcontractors. McGOODWIN, WILLIAMS, AND YATES shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

3. The maximum not-to-exceed amount authorized by this contract is $109,000.

A4.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase.

A4.3 Bidding and Preconstruction Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A4.4 Construction Phase Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A.5 Project Design Schedule

McGOODWIN, WILLIAMS, AND YATES shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the work described in Section A2 above in accordance with the schedule below on the

condition that any requested input and/or comments from the CITY OF FAYETTEVILLE is received in writing by McGOODWIN, WILLIAMS, AND YATES within seven (7) calendar days after the request or submittal is received by the CITY OF FAYETTEVILLE.

A.5.1 Preliminary Design Phase – Master Site and Facility Plan

1. Submit conceptual design drawings
    - 70 Calendar days after NTP
2. Revise conceptual drawings and submit preliminary Opinion of Probable Cost and tentative projected timeline for design/construction for each recommended construction package
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding conceptual design drawings and input from the City of Fayetteville Planning Division
3. Deliver draft Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding revised conceptual design drawings and opinion of probable cost
4. Deliver final Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding draft report

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Solid Waste & Recycling Department: Transportation Services	Request Date	Adjustment Number
2013		5/30/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Create two new solid waste sub-projects. Sub-project 1000 is for site improvements. Sub-project 2000 is for new office space at Solid Waste. This BA will move $109,000.00 from sub-project 1 into sub-project 2000 fro professional services that will be provided by McGoodwin, William & Yates.

Terry D. Gulley	5-31-13	Prepared By:	Peggy Bell
Division Head	Date		kspringer
	5-30-13	Reference:	
Budget Director	Date	Budget & Research Use Only	
Terry D. Gulley	5-31-13	Type:	A B C (D) E P
Department Director	Date		
Paul A. Becker	6-3-2013	General Ledger Date	
Finance Director	Date		
Don Marr	6-3-13	Posted to General Ledger	Initial / Date
Chief of Staff	Date		
Lionel Jordan	6/3/13	Checked / Verified	Initial / Date
Mayor	Date		

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Solid Waste improvements	5500.5080.5816.00	⇒	(109,000)	-	13021 . 1
Professional services	5500.5080.5314.00	⇒	109,000		13021 . 2000

EXHIBIT B

Copy not original
(Do not use) X

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
MCGOODWIN, WILLIAMS, AND YATES, INC.

SOLID WASTE BUILDING EXPANSION AND SITE IMPROVEMENTS

THIS AGREEMENT is made as of _____, 2012, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McGoodwin, Williams, and Yates, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.

1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 Perform professional services in connection with the Project as hereinafter stated.

2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.

2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

EXHIBIT
A

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.

3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.

3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 The maximum not-to-exceed amount authorized for this Agreement is **$109,000**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the

value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability Insurance	$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 After payment in accordance with Paragraphs 6.5.3 and 6.5.4 above, deliver or otherwise make available to CITY OF FAYETTEVILLE all project deliverables at the latest stage of completion (e.g. 30%, 90%, etc.) CITY OF FAYETTEVILLE shall have the limited right to use the deliverables subject to the provisions of Paragraph 6.12.2.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the Engineer's plans and specifications, including all documents on electronic media ("delivered documents"), as instruments of professional service. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to the Engineer. Except for the Engineer's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless the Engineer is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the Engineer's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
302 E. Millsap Road
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

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

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By :_____
Mayor, Lioneld Jordan

ATTEST:

By:_____

_____
City Clerk

McGoodwin, Williams, and Yates

By: Brad B Hammond
Brad B. Hammond, P.E.

Title: President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

This is **Appendix A,** consisting of 6 pages, referred to in and part of the **Agreement For Professional Engineering Services** between CITY OF FAYETTEVILLE, ARKANSAS and McGOODWIN, WILLIAMS, AND YATES, INC. dated _____.

Initial:
CITY OF FAYETTEVILLE _____
McGOODWIN, WILLIAMS, AND YATES, INC. _____

The following contains additional Scope of Services tasks.

A.1 General Scope

The work covered by this agreement includes a master site/facility plan and report, detailed design, preparation of construction drawings and specifications, bidding and construction administration and observation for the **Solid Waste Building Expansion and Site Improvements**. The project generally includes the following:

1. Changes to the division office building including renovation and new construction of five new offices, large storage room, and adding structural support if required.
2. Renovation of front office area including customer check-in, information center for service materials, built-in cabinets, furniture, and addition of storage space.
3. Renovation of ceilings and floors of entire office building. Renovations may include elimination or renovating the existing tile floors (tile or decorative).
4. Evaluation of required bathroom facilities to determine if building expansion meets code requirements.
5. Evaluation of existing HVAC system and efficient design of system for full office building.
6. Design of separate employee entrance at appropriate location away from main customer entrance.
7. Design a new breakroom with kitchen facilities and vending area to accommodate division staff of 70 employees with ability of space to be configured for all staff events, training session, and employee meetings. The breakroom will include full media equipment (TV, video, computers, and audio) and employee computer, kiosk, and time-clock stations.
8. Design a new locker room for approximate 70 lockers for personal storage only. No dressing areas will be required.
9. Design a new training/conference room for approximately 15-20 participants with full media equipment (TV, video, computers, and audio).
10. Replacement of any parking spaces lost as a result of office building expansion.
11. Expansion of MRF building to include covering and enclosing the current outdoor storage area.
12. Front entrance landscape design.
13. Renovation of scale house and possible relocation of scale house building and scales to accommodate entering and exiting traffic.
14. Assist CITY OF FAYETTEVILLE with obtaining all necessary permits.
15. Grading and paving of gravel parking lot where the recycle fleet parks in order to provide adequate stormwater runoff for necessary permits.
16. Concrete paving the access road from the compost pad to the entrance gate of the container maintenance and compost drop-off area.

17. Employee parking lot expansion and re-striping, adding 16-20 new car/truck employee parking spaces and five motorcycle spaces.
18. Site and design a "hot load" area with concrete floor, drains and water capabilities for processing hot/burning refuse loads.
19. Design stormwater collection system that controls runoff of leachate that is tracked out of transfer station by trucks to keep the division compliant with ADEQ concerns.
20. Automatic gate at compost site entrance.
21. Incorporation of sustainable design and low-impact development (LID) features as practical and appropriate.
22. Mitigation of odors entering office area.
23. Reconfiguring the stormwater sump area.
24. Evaluate and recommend improvements to the Compost Building and check-in road.
25. Investigate possibility of utility incentives/rebates.

A.2 Specific Scope of Services

McGOODWIN, WILLIAMS, AND YATES shall provide a suitable engineering staff to complete the necessary field surveys, to perform detailed design, to prepare plans and specifications, to provide needed services during the bid phase and the construction phase of the project, and to provide other services as may be directed by the CITY OF FAYETTEVILLE. The staff shall consist of engineers, engineering technicians, inspectors and other assistants as may be necessary to carry on the work in an efficient and expeditious manner. McGOODWIN, WILLIAMS, AND YATES will provide the following services:

A2.1 Preliminary Design Phase – Master Site and Facility Plan

1. Meet with the CITY OF FAYETTEVILLE to understand the project needs.

2. Develop a conceptual design for the building renovation/addition, including:

    a. Building program
    b. Code review
    c. Existing facility assessment
    d. Conceptual design drawings, including a floorplan and exterior elevations, to illustrate recommended additions/renovations to the building.

3. Develop a conceptual design for the site improvements, including a "master plan" drawing illustrating recommended improvements.

4. Meet with the CITY OF FAYETTEVILLE to review concept drawings and revise drawings based on input from the CITY OF FAYETTEVILLE.

5. Attend a review meeting with the city planning staff.

6. Develop a preliminary opinion of probable cost for the project, including itemized construction packaging recommendations. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

7. Meet with the CITY OF FAYETTEVILLE to review the preliminary opinion of probable cost. If necessary, identify alternatives to reduce the probable construction cost and make revisions to the conceptual plans and opinion of probable cost. The scope of work under

this agreement includes no more than two (2) revisions to the conceptual drawings and opinion of probable cost.

8. Prepare a draft Preliminary Design Report describing recommended improvements, including the conceptual design drawings and the preliminary opinion of probable cost and submit to the CITY OF FAYETTEVILLE for review.

9. Prepare and transmit a final Preliminary Design Report after receiving comments from the CITY OF FAYETTEVILLE.

A2.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Prepare final design for the project based on the conceptual design plans developed under Section A2.1, including detailed construction specifications and drawings. It is understood that final designs may be developed for multiple construction contracts. Scopes of work for each construction package will be developed after completion of the Preliminary Design Report, and an appropriate amendment to this agreement will be developed at that time.

2. Prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that McGOODWIN, WILLIAMS, AND YATES makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3. Submit, on behalf of the CITY OF FAYETTEVILLE, construction specifications, drawings and design criteria for approval to the Arkansas Department of Health and other agencies, if required.

4. Prepare necessary environmental and other permitting applications, including SWPPP and BMP plans, and assist with submittal to appropriate federal, state and local agencies. Permitting fees will be paid directly by the CITY OF FAYETTEVILLE and are not included in the professional design fees. An industrial stormwater permit, if required, will be prepared by the CITY OF FAYETTEVILLE and is not included in the scope of work.

5. Develop and submit documents in accordance with the CITY OF FAYETTEVILLE's planning requirements, and attend necessary public meetings to present the project.

A2.3. Bidding and Preconstruction Services

McGOODWIN, WILLIAMS, AND YATES will provide technical interpretation of the plans and specifications as needed, prepare addenda as required, attend a pre-bid conference and the bid opening, provide an engineering analysis of the bids received, make recommendations concerning award of the construction contract and assist in the preparation of contract documents. Supporting documents will be prepared and submitted to the CITY OF FAYETTEVILLE. The scope of services does not include dividing construction contracts into multiple projects and/or bids.

A2.4 Construction Phase Services

1. Attend a preconstruction conference. At the time of the preconstruction conference, a Notice to Proceed will be issued.

2. Furnish professional engineers to make visits to the site at appropriate intervals to observe the progress and quality of the executed work and to determine in general

if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer shall have no control over nor responsibility for the Contractor's means, methods, sequence, techniques or procedures in performing the work, or for safety programs in connection with the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.

3. Furnish the services of other field personnel for on-the-site observation of construction and for the performance of required construction layout surveys when requested by the Owner. The authority and duties of such Project Representatives are limited to examining the material furnished and observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives are on the job to perform their required duties.

4. The required construction layout surveys will include the establishment of baselines for locating the work, with a suitable number of benchmarks for site elevation references as shown in the plans and specifications.

5. Consult with and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.

6. Review submittals by the Contractor at the request of the Owner. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

7. Review monthly and final estimates for payments to the Contractor prepared by the Owner.

8. Attend, in company with the City of Fayetteville's Representative, a final inspection of the project. This inspection will be for conformance with the design concept of the project and compliance with the contract documents.

9. Furnish to the Owner two copies of the record drawings for the project.

A.3 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others indicated, by the McGOODWIN, WILLIAMS, AND YATES as part of the Project.

A.3.1 Deliverables for Preliminary Design Phase – Master Site and Facility Plan

1. Four (4) copies of Draft Conceptual Design Drawings
2. Four (4) copies of the draft version of the Preliminary Design Report
3. Four (4) copies of the final version of the Preliminary Design Report
4. Electronic files in accordance with the Agreement

A.4 Compensation

In consideration of the performance of the foregoing services by McGOODWIN, WILLIAMS, AND YATES, the CITY OF FAYETTEVILLE shall pay to McGOODWIN, WILLIAMS, AND YATES compensation as follows:

A4.1 Preliminary Design Report Phase

1. Compensation shall be paid to McGOODWIN, WILLIAMS, AND YATES on the basis of McGOODWIN, WILLIAMS, AND YATES's standard hourly rates in effect at the time the work is performed, plus reimbursable expenses. Rates are adjusted annually at the beginning of each calendar year. McGOODWIN, WILLIAMS, AND YATES agrees to keep the CITY OF FAYETTEVILLE apprised in a timely manner of costs incurred.

2. The reimbursable expenses for which McGOODWIN, WILLIAMS, AND YATES will be reimbursed shall include travel expenses when traveling outside Northwest Arkansas in connection with the project, rental expenses for special equipment needed for completion of the work, purchase of material, and other expenses directly attributable to the project, including any work performed by subcontractors. McGOODWIN, WILLIAMS, AND YATES shall charge the CITY OF FAYETTEVILLE for reimbursable expenses at actual cost plus ten percent (10%).

3. The maximum not-to-exceed amount authorized by this contract is $109,000.

A4.2 Detailed Design and Preparation of Construction Plans and Specifications

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase.

A4.3 Bidding and Preconstruction Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A4.4 Construction Phase Services

1. Compensation shall be established by an amendment to this agreement after completion of the Preliminary Design Phase or the Detailed Design and Preparation of Construction Plans and Specifications.

A.5 Project Design Schedule

McGOODWIN, WILLIAMS, AND YATES shall begin work under this Agreement within two (2) working days of a Notice to Proceed (NTP) and shall complete the work described in Section A2 above in accordance with the schedule below on the

condition that any requested input and/or comments from the CITY OF FAYETTEVILLE is received in writing by McGOODWIN, WILLIAMS, AND YATES within seven (7) calendar days after the request or submittal is received by the CITY OF FAYETTEVILLE.

A.5.1 Preliminary Design Phase – Master Site and Facility Plan

1. Submit conceptual design drawings
    - 70 Calendar days after NTP
2. Revise conceptual drawings and submit preliminary Opinion of Probable Cost and tentative projected timeline for design/construction for each recommended construction package
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding conceptual design drawings and input from the City of Fayetteville Planning Division
3. Deliver draft Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding revised conceptual design drawings and opinion of probable cost
4. Deliver final Preliminary Design Report
    - 15 Calendar days after receipt of written comments from the City of Fayetteville regarding draft report

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0473

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Resolution

Agenda Number: C. 5

GRUBBS, HOSKYN, BARTON & WYATT, INC.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR MATERIALS TESTING SERVICES FOR THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION AND IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $25,000.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for materials testing services for the Recycling and Trash Collection Facility Expansion and Improvements Project in an amount not to exceed $25,000.00.

City of Fayetteville Staff Review Form

2015-0473

Legistar File ID

10/20/2015

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

Chris Brown	10/2/2015	Recycling & Trash Collection / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a Contract with Grubbs, Hoskyn, Barton, and Wyatt for construction materials testing services on the Recycling and Trash Collection Office Expansion and Site Improvements

Budget Impact:

5500.5080.5314.00	Solid Waste
Account Number	Fund
13021.2000	Solid Waste Office & Trans Station
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	2,308,845.00
		Funds Obligated	$	199,252.00
		Current Balance	$	2,109,593.00
Does item have a cost?	Yes	Item Cost	$	25,000.00
Budget Adjustment Attached?	No	Budget Adjustment		
#		Remaining Budget	$	2,084,593.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Dept. Director
Jeff Coles, Recycling and Trash Collection Division Head

FROM: Chris Brown, P.E., City Engineer CB

DATE: October 2, 2015

SUBJECT: **Approval of a contract with Grubbs, Hoskyn, Barton, and Wyatt for materials testing services on the Recycling and Trash Collection Facility Expansion**

RECOMMENDATION:
Staff recommends approval of a contract with Grubbs, Hoskyn, Barton, and Wyatt (GHBW) for materials testing services on the Recycling and Trash Collection Facility Expansion and Improvements project.

BACKGROUND:
The Recycling and Trash Collection Division is in need of expansion/improvements to their facility on Happy Hollow Road, to include expansion and improvements to their offices and transfer station building, parking areas, access drives, and other site elements. This expansion will provide additional office and meeting spaces for existing staff as well as provide for space for future expansion as the City continues to grow. The total expansion area is approximately 5450 square feet. The existing office area (approximately 2800 SF) will also be renovated.

DISCUSSION:
This proposed contract will provide for material testing services by GHBW, to include earthwork compaction testing, foundation inspection, concrete strength testing, and base and asphalt compaction testing. The total amount of this contract will not exceed $25,000.

BUDGET/STAFF IMPACT:
This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund.

Attachments:
Contract with Grubbs, Hoskyn, Barton, and Wyatt

Grubbs, Hoskyn, Barton & Wyatt, INC.
CONSULTING ENGINEERS

P.O. Box 1748
Springdale, Arkansas 72765
341 West County Line Road 72764
(479) 756-5999
FAX (479) 756-1749

August 24, 2015
Proposal No. SP15-080

City of Fayetteville Engineering Division
125 West Mountain Street
Fayetteville, Arkansas 72701

Attn: Mr. Chris Brown, P.E.
City Engineer

**SUBJECT: CONSTRUCTION MATERIALS TESTING SERVICES
OFFICE FACILITIES AND SITE IMPROVEMENTS (CONTRACT SECTION 1) – TRANSFER STATION & MATERIAL RECOVERY FACILITY EXPANSION
RECYCLING & TRASH COLLECTION DIVISION
FAYETTEVILLE, ARKANSAS**

Dear Chris:

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 provided by McGoodwin, Williams & Yates, our meeting with Mr. Zane Lewis, of MWY, and our understanding of the site conditions based on the geotechnical report we submitted on August 28, 2014 (GHBW Report # 14-056).

The Contract Section 1 consists of improvements to the northern portion of the facility. The contract includes a building addition, light-duty asphalt parking lots, heavy-duty asphalt truck turning loops and a heavy-duty concrete truck parking area. The project also includes concrete curb and gutter and some sidewalks. Site grading for pavements is expected to include 2 to 3 ft of undercuts in conjunction with the use of geogrids.

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, and our geotechnical report dated August 24, 2014, and our experience with projects of similar size and scope. Construction schedule from the Contractor is not available at this time. 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, concrete, road base and asphalt. Laboratory testing is expected to include but not limited to Proctors, soil classification, concrete cylinder breaks, asphalt testing and bioretention soil testing.

Personnel and Scheduling

For cost estimation, we have assumed that our testing 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
Senior Technician	$60.00/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 **$25,000**. 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 Engineering Division

Attn:	Mr. Chris Brown, P.E. City Engineer	(email)
Attn:	Mr. Waylon Abernathy, P.E.	(email)

McGoodwin, Williams & Yates, Inc.

Attn:	Mr. Brad Hammond, P.E.	(email)
Attn:	Zane Lewis, P.E.	(email)

_____ _____
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

AASHTO
THE VOICE OF TRANSPORTATION

AAP®
AASHTO R18

CTTP

Laboratory Certification Program

This document asserts that

Laboratory No.
905700

Expiration Date:
11/19/15

Grubbs, Hoskyn, Barton, & Wyatt, Inc.
Springdale Laboratory
Springdale, AR

is certified to perform quality control testing under the specifications shown below, for a time period to expire on the date shown above.

Aggregate

AASHTO

T 2	Sampling Aggregates
T 11	Washing
T 21	Organic Impurities
T 27	Sieve Analysis
T 84	Fine Agg. Sp. Gr.
T 85	Coarse Agg. Sp. Gr
T 248	Splitting/Quartering
T 255	Moisture Content

Stacy L Williams
Director, CTTP

CTTP

Laboratory Certification Program

This document asserts that

Laboratory No.
905700

Expiration Date:
11/19/15

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.

Concrete

AASHTO	
M 201	Tanks/Moist Rooms
M 205	Single Use Molds
R 60	Sampling Concrete
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

CTTP

Laboratory Certification Program

This document asserts that

Laboratory No.
905700

Expiration Date:
11/19/15

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		AASHTO	
R 58	Dry Prep	T 146	Wet Prep
T 89	Liquid Limit	T 180	Modified Proctor
T 90	Plastic Limit	T 265	Moisture Content
T 99	Standard Proctor	T 310	Nuclear Density

Stacy Williams
Director, CTTP

Attachment C

GRUBBS, HOSKYN, BARTON & WYATT, INC.

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, 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

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 and garland Avenue parking decks 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 *Senior 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 modulii 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 Modulii 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 - CTTP
- ACI Concrete Field Testing
- Soils Testing Technician - CTTP
- 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 – CTTP
Fayetteville.

Hot-Mix Technician #1092, 2001-CTTP

PCC Technician #1092, 2006 CTTP

Soils/ Aggregates Technician #1092, 2007 CTTP

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.

GRUBBS, HOSKYN, BARTON & WYATT, INC.
341 W. County Line Road
Springdale, AR 72764
Phone: 479-756-5999

GARRETT STAGGS – Senior Technician

Certifications & Training:
(CTTP #3120)

- Gauge Safety Training (Troxler)
- ACI - Grade I
- Basic Aggregates
- Soils
- Asphalt

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.

- 9/12 - 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 Construction Materials Testing Services
Contract Section 1: Office Facilities and Site Improvements - Transfer Station & Material Recovery Facility Expansion; Recycling & Trash Collection Division
Fayetteville, AR

GHBW Proposal No. SP15-080

Anticipated Scope of Services

Building Additions
- Site Grading/Density
- Drilled Piers
- Rebars for grade beams
- Slab-on-grade
- Structural Steel

Pavements
- Undercut & proof-roll
- Densities
- Hot-mix asphalt testing and core densities
- Concrete testing for concrete paving (staging area)
- Concrete testing for curb and gutter, and sidewalks

Laboratory Testing
- Proctors & Classification tests
- Concrete cylinder breaks
- Asphalt hot-mix & cores
- Bioretention Soil Testing

Consultation
- as-needed basis

Reports
- for all the above services

Cost Estimate Detail

1. Pre-Construction Meeting
   Principal: 2.5 hrs x $125/hr = $312.50
2. Building Addition
   A. Site Grading (densities)
      4 visits x 2 hrs/visit x $55/hr = $440
   B. Drilled Piers
      Technician Supervisor
      5 days x 10 hrs/day x $65/hr = $3,250
   C. Rebars for grade beams
      Senior Project Engineer
      5 visits x 2 hrs/visit x $95/hr = $950
   D. Slab-on-grade
      Senior Project Engineer
      2 visits x 2 hrs/visit x $95/hr = $380

E. Concrete
CMT Technician
10 visits x 2 hrs/visit x $55/hr = $1,100

F. Structural Steel
Steel Inspector
4 visits x 3 hrs/visit x $75/hr = $900

3. Pavements

A. Proof-roll and Undercuts
Senior Project Engineer
10 visits x 2.5 hrs/visit x $95/hr = $2,375

B. Densities
CMT Technician
30 visits x 2.5 hrs/visit x $55/hr = $4,125

C. Asphalt - Hot-mix
Senior Technician
2 days x 8 hrs/day x $60/hr = $960
Core machine & generator
2 days x $150/day = $300

D. Concrete Pavement
CMT Technician
1 visit x 4 hrs/visit x $55/hr = $220

4. Concrete for curb and gutter, and sidewalks
CMT Technician
8 visits x 2.5 hrs/visit x $55/hr = $1,100
Pick up cylinders
2 visits x 1 hr/visit x $55/hr = $110

5. Trip Charges
92 trips x 27 miles/trip x $0.50/mi = $1,242

6. Laboratory Testing
Proctors & Classifications = $500
Cylinder Breaks
20 sets x 4 cyl/set x $14/cyl = $1,120
Asphalt Cores
6 cores x $20/core = $120
Bioretention soil testing = $500

7. Consultation & Meetings
Principal
10 hrs x $125/hr = $1,250

8. Reports
Review
Principal
35 reports x 0.50 hr/report x $125/hr = $2,187.50
Word Processing & Report Preperation
35 reports x 0.50 hr/report x $45/hr = $787.50

Total = $24,229.50

Estimated Cost = ~ $25,000

Attachment E

STANDARD FEES AND GENERAL CONDITIONS FOR ENGINEERING AND TECHNICAL SERVICES

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton & Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 Analysis, consultation and report preparation. Fees for our professional services are included in the attached proposal.

2.2 Reimbursable expenses. Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

a) for report reproduction by our graphics department, charges equivalent to commercial rates for similar commercial service; schedule available upon request

b) for transportation in our company automobiles, $0.50 per mile

c) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions

3.1 On-site Responsibilities and Risks

a) Right-of-Entry. Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.

b) Damage to Property. We will take reasonable precautions to minimize damage to land and underground property caused by our operations, but we have not included in our fee the cost of repairing such damage. If Client desires us to repair and/or pay for damages, we will undertake the repairs and add the cost to our fee.

c) Toxic and Hazardous Materials. Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.

d) Utilities and Pipelines. While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Client agrees to hold Grubbs, Hoskyn, Barton & Wyatt, Inc. and its officers, agents, employees, and subcontractors harmless for any damages to such structures, pipelines, and utilities which are not called to our attention and correctly shown on the plans furnished.

3.2 Warranty

a) Services performed by Grubbs, Hoskyn, Barton & Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.

b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability coverage. For any damage caused by an error, omission, or other professional negligence, our liability will be limited to a sum not to exceed $50,000 or our fee less direct third-party costs, whichever is greater. In the event that Client does not wish to limit our professional liability to this sum, we agree to waive this limitation upon receiving Client's written request, and Client agrees to pay an additional consideration of 4 percent of our total fee or $500, whichever is greater.

3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney's fees or other cost incurred in collecting a delinquent amount shall be paid by Client.

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for three (3) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton & Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

4.1 Laboratory Testing Fees

4.2 Field Charges for Foundation Investigations

4.3 Rates for Construction Surveillance and Consultation

LABORATORY AND FIELD TESTING FEES

Test No.		Unit Price
1.	**CEMENT TESTS**	Quoted on Request
2.	**AGGREGATE TESTS**	
	Grain Size Tests	
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
	Properties	
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
	Abrasion	
* 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
	Soundness	
* 2.13.	Sulfate or Magnesium soundness test (5 cycles)	$ 500.00
3.	**CONCRETE STRENGTH TESTS**	
	Concrete, Mortar or Grout Compressive Strength	
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
	Beam Flexural Strength	
3.4.	Beam flexural strength test, each	$ 20.00
3.5.	"Hold" specimens processed, but not tested, each	$ 15.00
	Strength Estimate	
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 equipment ..... Included 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 tests ..... Quoted 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.

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0465

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 6

VAC 15-5206 (5026 TALON TRAIL/FALCON RIDGE S/D):

AN ORDINANCE TO APPROVE VAC 15-5206 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 5026 E. TALON TRAIL TO VACATE A DRAINAGE EASEMENT

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

WHEREAS, the City Council has determined that the following described drainage easement is not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates the drainage easement as described in Exhibits A and B attached hereto.

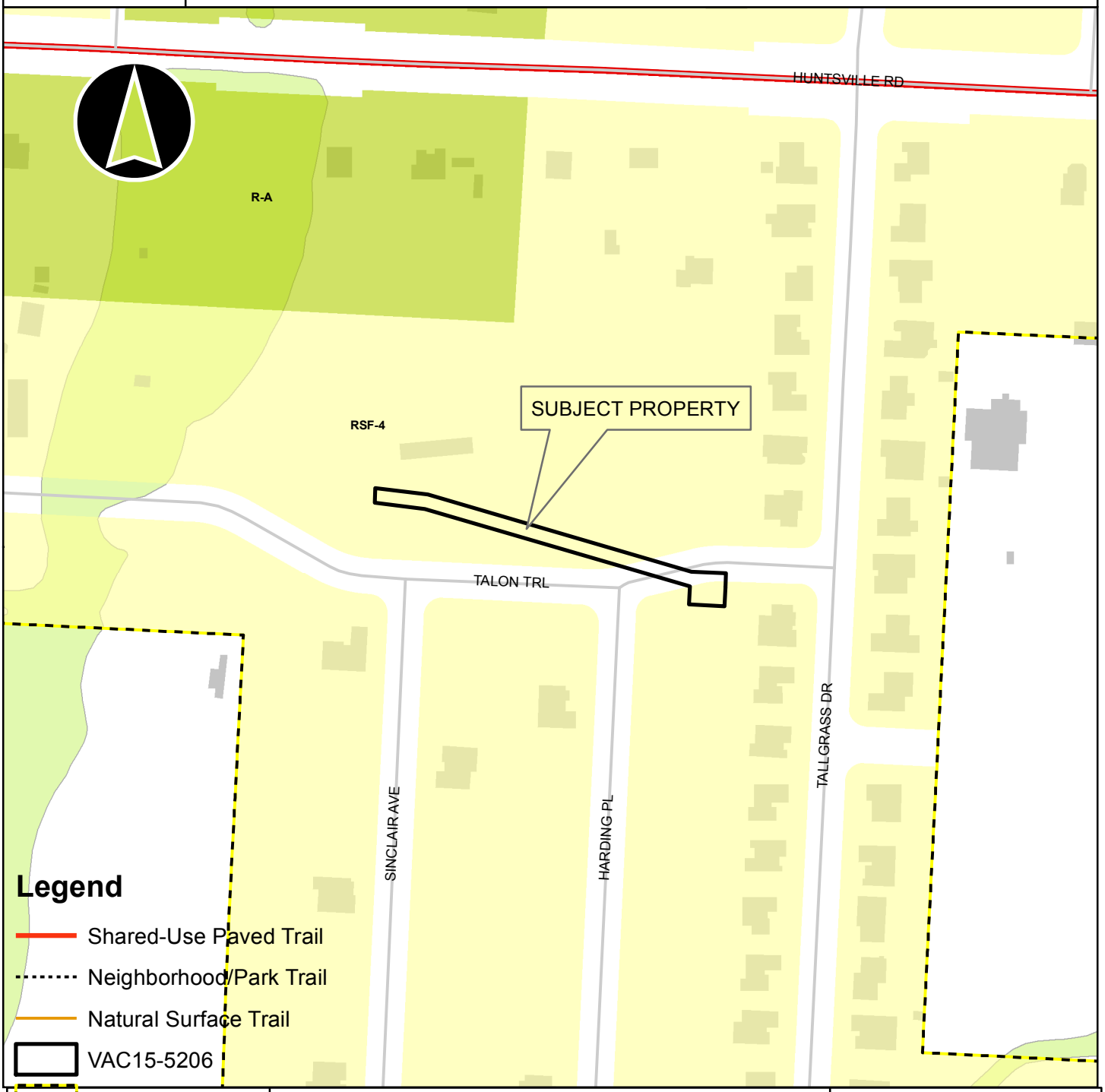
Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached hereto as Exhibit A shall be filed in the office of the Washington County Circuit Clerk.

15-5206
EXHIBIT 'A'

VAC15-5206

Close Up View

FALCON RIDGE S/D



15-5206
EXHIBIT 'B'

DRAINAGE EASEMENT TO BE VACATED:

A PART OF LOTS I, 56, 57, 58, 59 AND 60 OF FALCON RIDGE SUBDIVISION AND BEING PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION NINTEEN (19) IN TOWNSHIP SIXTEEN (16) NORTH, RANGE TWENTY-NINE (29) WEST, DESCRIBED AS BEGINNING AT A POINT SOUTH 690.00 FEET FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF TALON TRAIL AND THE EAST LINE OF THE SAID NE1/4 OF THE SE1/4; THENCE SOUTH 25.00 FEET; THENCE WEST 48.68 FEET; THENCE NORTH 24.78 FEET; THENCE N76°27'11"W 378.58 FEET; THENCE N85°48'38"W 69.09 FEET; THENCE NORTH 20.00 FEET; THENCE S85°48'38"E 72.19 FEET; THENCE S76°27’11"E 376.89 FEET; THENCE EAST 47.23 FEET; THENCE SOUTH 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11,142 SQUARE FEET (0.256 ACRES), MORE OR LESS.

City of Fayetteville Staff Review Form

2015-0465

Legistar File ID

10/20/2015

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

Jeremy Pate	10/2/2015	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC 15-5206: Vacation (5026 E. TALON TRAIL/FALCON RIDGE S/D, 609): Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at 5026 E. TALON TRAIL. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.25 acres. The request is to vacate a drainage easement.

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 OCTOBER 20, 2015

TO: Fayetteville City Council

FROM: Jesse Fulcher, Senior Planner

THRU: Andrew Garner, Director of Planning

DATE: October 2, 2015

SUBJECT: **VAC 15-5206: Vacation (5026 E. TALON TRAIL/FALCON RIDGE S/D, 609):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at 5026 E. TALON TRAIL. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.25 acres. The request is to vacate a drainage easement.

RECOMMENDATION:
The Planning Commission and staff recommend approval of an ordinance to vacate a drainage easement.

BACKGROUND:
The subject drainage easement is located in the Falcon Ridge Subdivision, which is south of Huntsville Road between Hunt Lane and Tallgrass Drive. The easement crosses through Lots 57-60 and ends on Lot 1.

The easement was dedicated to the City of Fayetteville in 2001, but there is no drainage infrastructure located within the easement. The easement was not shown on the civil plans presented for the Falcon Ridge Subdivision and it was not reflected on the filed final plat in 2008. The owner of Lot 59 has applied for a building permit, but the drainage easement prohibits any structure from being located on the property.

The owners of the lots impacted by the drainage easement are requesting to vacate the easement. All of the necessary storm pipes installed in the subdivision are located within other dedicated easements or within the public right-of-way.

DISCUSSION:
On September 28, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 8-0-0 as a consent item.

BUDGET/STAFF IMPACT:
N/A

Attachments:
CC Ordinance
Exhibit A

Exhibit B
Planning Commission Staff Report

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: ~~September 28, 2015~~ Updated October 1, 2015

SUBJECT: **VAC 15-5206: Vacation (5026 E. TALON TRAIL/FALCON RIDGE S/D, 609):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at 5026 E. TALON TRAIL. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.25 acres. The request is to vacate a drainage easement.

RECOMMENDATION:
Staff recommends forwarding **VAC 15-5206**.

BACKGROUND:
The subject drainage easement is located in the Falcon Ridge Subdivision, which is south of Huntsville Road between Hunt Lane and Tallgrass Drive. The easement crosses through Lots 57-60 and ends on Lot 1.

The easement was dedicated to the City of Fayetteville in 2001, but there is no drainage infrastructure located within the easement. The easement was not shown on the civil plans presented for the Falcon Ridge Subdivision and it was not reflected on the filed final plat in 2008. The owner of Lot 59 has applied for a building permit, but the drainage easement prohibits any structure from being located on the property. The surrounding zoning and land uses are depicted in *Table 1*.

Table 1 - Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Undeveloped Single-family	RSF-4
South	Undeveloped Single-family	RSF-4
East	Undeveloped Single-family	RSF-4
West	Undeveloped Single-family	RSF-4

Proposal: The owners of the lots impacted by the drainage easement are requesting to vacate the easement. All of the necessary storm pipes installed in the subdivision are located within other dedicated easements or within the public right-of-way.

DISCUSSION:

Vacation Approval: The drainage easement is owned and maintained by the City of Fayetteville Transportation Department. No other utility approvals are required.

UTILITIES	RESPONSE
Cox Communications	NA
AEP/SWEPCO	NA
Source Gas	NA
AT&T	NA
Ozarks Electric	NA

CITY OF FAYETTEVILLE	RESPONSE
Water/Sewer	NA
Trash & Recycling	NA
Transportation	No Objections

Public Comment:
No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 15-5206:

Conditions of Approval:

Planning Commission Action: ☐ Approved ☑ Forwarded ☐ Denied

Meeting Date: September 28, 2015

Motion: Chesser

Second: Cook

Vote: 8-0-0

BUDGET/STAFF IMPACT:
None.

Attachments:
- Request Letter

- Petition to Vacate
- Utility Approvals
- Adjacent Property Owner Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map

JORGENSEN
+ASSOCIATES
Civil Engineering - Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgenseniaa.com

September 3, 2015

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

Att: Jess Fulcher
Re: Easement Vacation (Falcon Ridge)

Attached please find information pertaining to the vacation of a drainage easement through lots 1 & 56-60 of Falcon Ridge. This easement is no longer needed since the subdivision has been built. For some reason, this has never been vacated.

Please let me know if you have any questions.

Thank you.

Sincerely;

David L. Jorgensen, P.E.

PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN THE CITY OF FAYETTEVILLE, ARKANSAS.

TO: The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said easement which is described as follows:

(SEE ATTACHED)

That the abutting real estate affected by said vacation would not be adversely affected by said vacation.

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

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

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

Date this _____ day of _____, 2015.

JOHN R BRITTENUM JR	
Printed Name	Printed Name
Signature	Signature

UTILITY APPROVAL FORM

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

DATE: 9-9-15

UTILITY COMPANY: Fayetteville Street Dept

APPLICANT NAME: Jorgensen & Assoc APPLICANT PHONE: 442-9127

REQUESTED VACATION (*applicant must check **all** that apply*):

X Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

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

General location / Address _____

_____

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

UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above, and no comments.

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

_____

_____

No objections provided the following conditions are met:

_____

_____

Jacey Smith
Signature of Utility Company Representative

Assistant Transportation Manager
Title

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Mullins Property

Date: 9/3/15

Address / location of vacation: SEE ATTACHED

Adjacent property address: 5080 TALON TRL & (5068, 5044, 5026, 5002)

Lot: FALCON RIDGE 1, 56-60 Block: N/A Subdivision: FALCON RIDGE

REQUESTED VACATION:

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

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☒ I *do not object* to the vacation described above.

☐ I *do object* to the requested vacation because:

Project Name
Mullins Property Managemnt
Name of Adjacent Property Owner *(printed)*

Signature of Adjacent Property Owner

John Mullin
Applicant Name

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

J & M Investments

Date: 9/3/15

Address/location of vacation: SEE ATTACHED

Adjacent property address: 5068 TALON TRL & (5068, 5044, 5026, 5002)

Lot: 1, 56-60 FALCON RIDGE Block: N/A Subdivision: FALCON RIDGE

REQUESTED VACATION:

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

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

I have been notified of the requested vacation and decline to comment.

✓ I *do not object* to the vacation described above.

I *do object* to the requested vacation because:

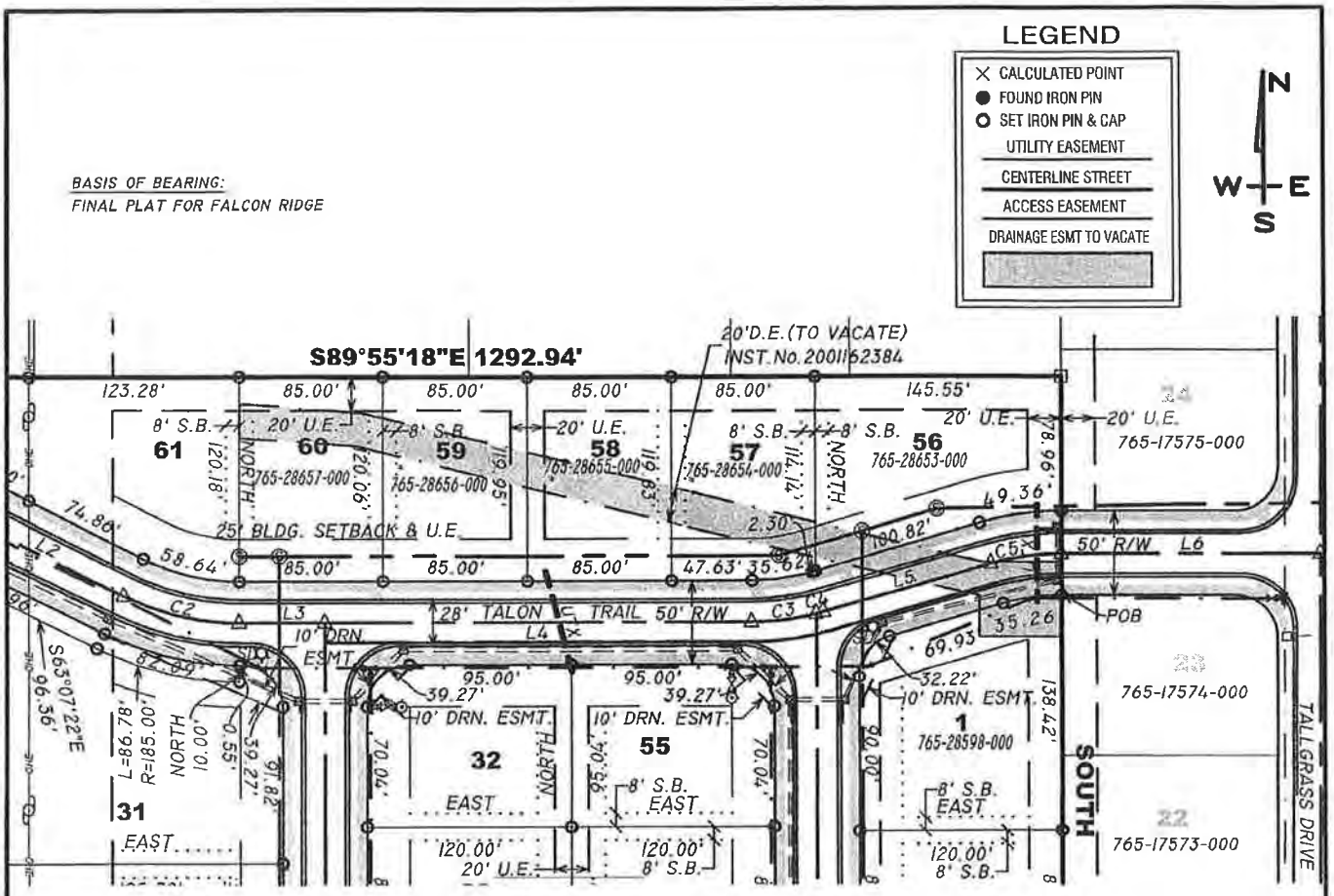
Project Name: J & M Investments & NWA LLC

Name of Adjacent Property Owner (*printed*)

Signature of Adjacent Property Owner

Jon Bittenun

Applicant Name



DRAINAGE EASEMENT TO BE VACATED:

A PART OF LOTS 1, 56, 57, 58, 59 AND 60 OF FALCON RIDGE SUBDIVISION AND BEING PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION NINTEEN (19) IN TOWNSHIP SIXTEEN (16) NORTH, RANGE TWENTY-NINE (29) WEST, DESCRIBED AS BEGINNING AT A POINT SOUTH 690.00 FEET FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF TALON TRAIL AND THE EAST LINE OF THE SAID NE1/4 OF THE SE1/4; THENCE SOUTH 25.00 FEET; THENCE WEST 48.68 FEET; THENCE NORTH 24.78 FEET; THENCE N76°27'11"W 378.58 FEET; THENCE N85°48'38"W 69.09 FEET; THENCE NORTH 20.00 FEET; THENCE S85°48'38"E 72.19 FEET; THENCE S76°27'11"E 376.89 FEET; THENCE EAST 47.23 FEET; THENCE SOUTH 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11,142 SQUARE FEET (0.256 ACRES), MORE OR LESS.

JORGENSEN +ASSOCIATES
Civil Engineering + Surveying
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

SCALE: 1"=60'	DATE REVISED	CHECKED BY:	DRAWN BY: PMM
DATE: 02SEPT15		DLJ	Z:\LOTS\2015085\DE

DRAINAGE EASEMENT VACATION

EXHIBIT "A"

Copy

Sequoyah Meadows Drainage Improvements
Parcel No.001-10725-000

FILED FOR RECORD
01 DEC 13 AM 9 13
WASHINGTON
B. STAMPS

DRAINAGE EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Dale King and Linda Lou King**, husband and wife, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to excavate, construct, maintain, repair and/or replace an earthen retaining levee, drainage pipe, open ditch, concrete channel and/or concrete inlet box and appurtenances thereto on, over, and through the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Book 912 at Page 207)

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Nineteen (19) in Township Sixteen(16) North of Range Twenty-nine (29) West, being more particularly described as follows, to-wit: Beginning at a point 628 feet North of the Southwest corner of said forty acre tract and running thence North 134 feet; thence East 1320 feet, thence South 1422 feet, thence West 660 feet, thence North 1188 feet, thence West 422 feet, thence North 100 feet, thence West 238 feet to the point of beginning.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Nineteen (19) in Township Sixteen (16) North, Range Twenty-nine (29) West, described as beginning at a point South 02° 51' 45" West 690.00 feet from the Southeast corner of said forty acre tract, said point also being the point of intersection of the south right-of-way line of a future street (as shown on the plat of Sequoyah Meadows Phase I) and the East line of the said NE¼ of the SE¼; thence South 02° 52' 54" West 25.0 feet; thence North 87° 07' 06" West 48.68 feet; thence North 02° 52' 54" East 24.78 feet; thence North 73° 34' 17" West 378.58 feet; thence North 82° 55' 44" West 69.09 feet; thence North 02° 52' 54" East 20.05 feet; thence South 82° 55' 44" East 72.19 feet; thence South 73° 34' 17" East 376.89 feet; thence South 87° 07' 06" East 47.23 feet; thence South 02° 52' 54" West 20.0 feet to the Point of Beginning and containing 11,142 square feet (0.256 acre), more or less

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to pay any damages which may arise to growing crops or fences from the above described construction, maintenance and operation as determined by three disinterested persons. One of whom shall be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said permanent easement other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional drainage structures within the above described permanent easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 10th day of December, 2001.

Dale King
Dale King

Linda Lou King
Linda Lou King

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

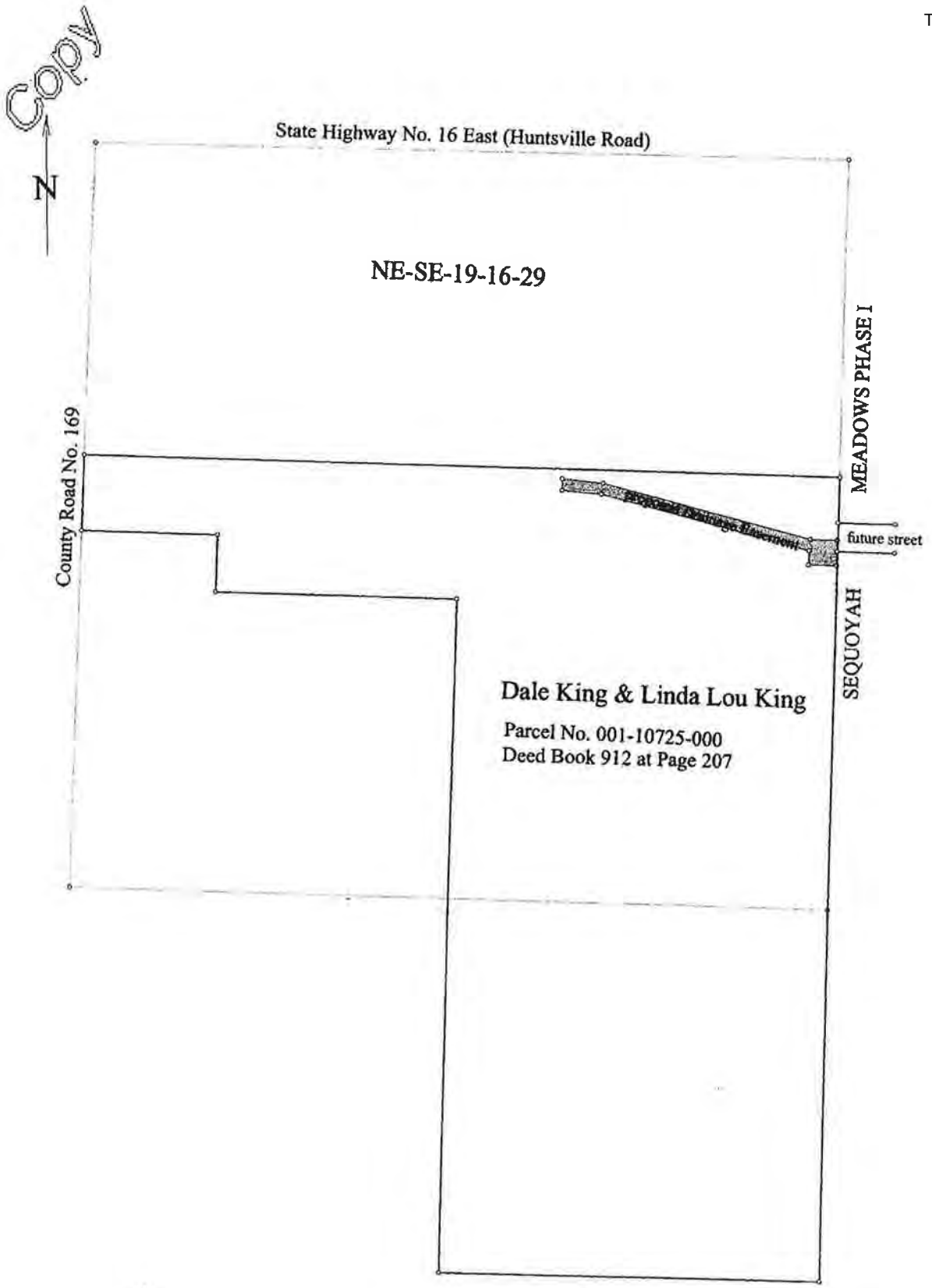
BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Dale King and Linda Lou King**, husband and wife, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed, and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 10th day of December, 2001.

MY COMMISSION EXPIRES:
09-18-2007

Notary Public

2001162384



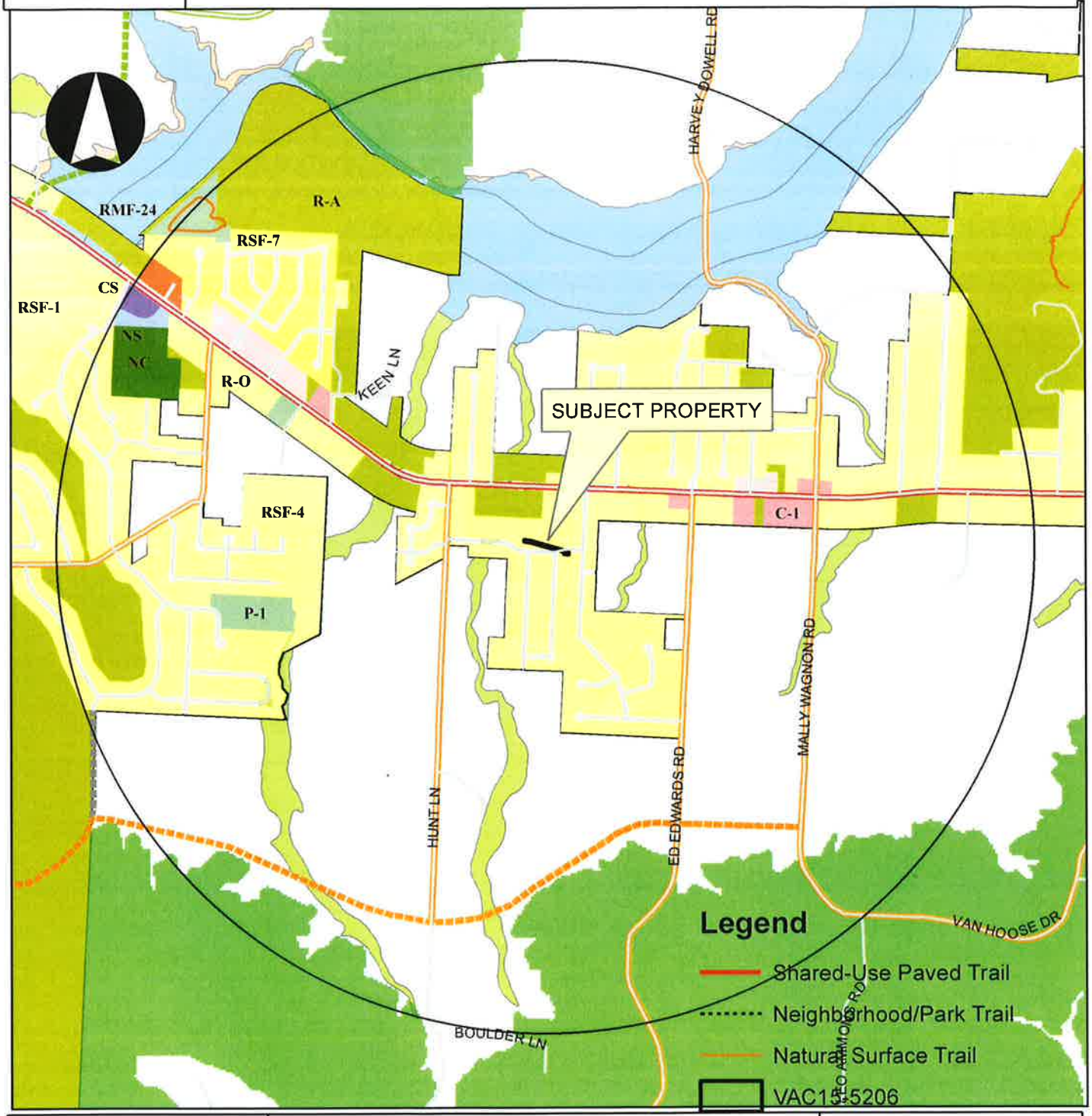
Title:	Date: 12-06-2001
Scale: 1 inch = 200 feet	File: king.exh.des

2001162385

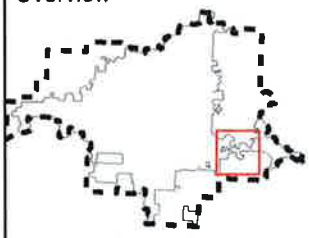
VAC15-5206

One Mile View

FALCON RIDGE S/D



Overview



Legend

Subject Property

Boundary

Hillside-Hilltop Overlay District

Design Overlay District

Planning Area

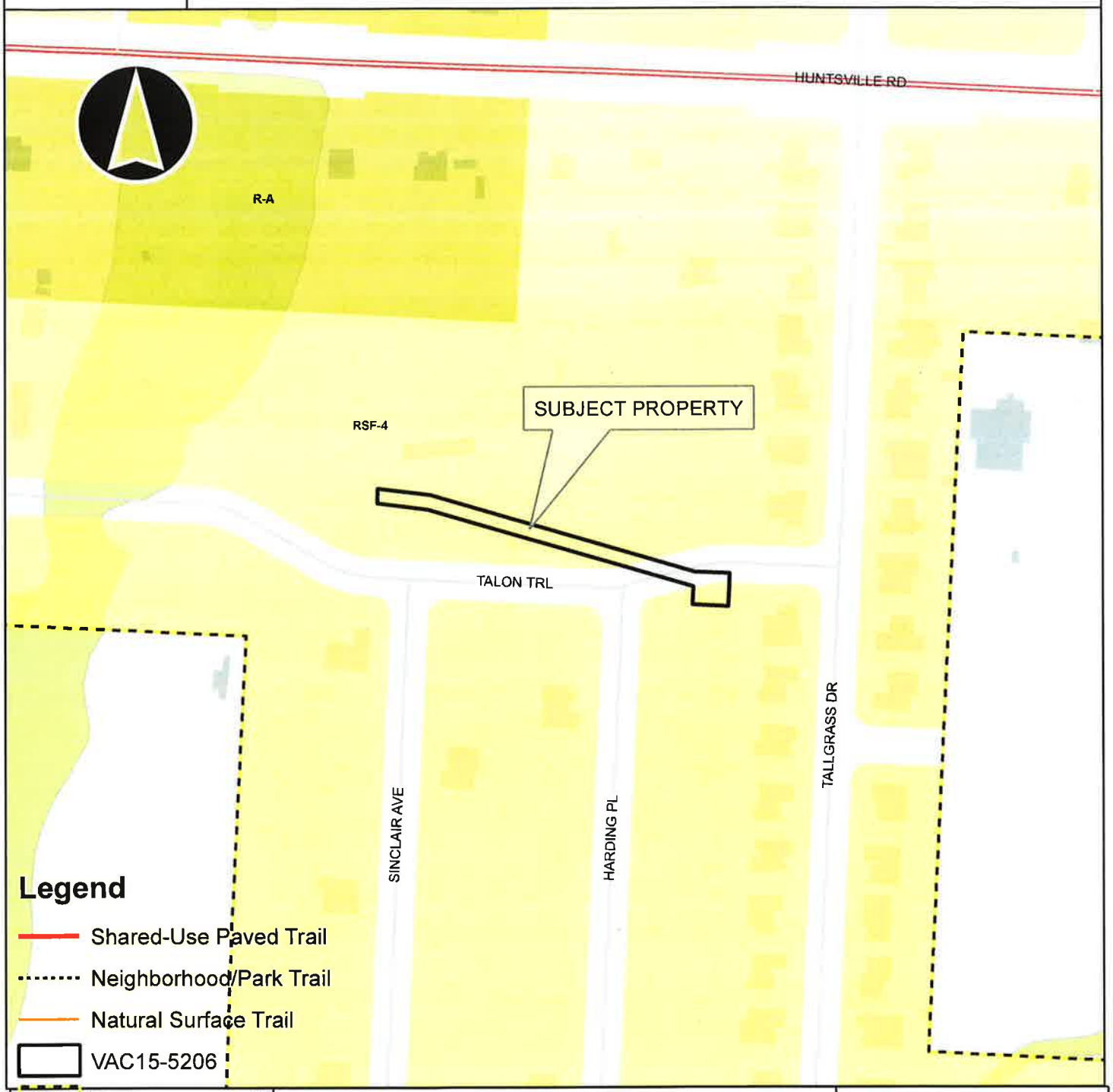
Fayetteville

0 0.25 0.5 1 Miles

VAC15-5206

Close Up View

FALCON RIDGE S/D



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0464

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 7

ADM 15-5205 (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6):

AN ORDINANCE TO AMEND ORDINANCE NO. 3936 BY AMENDING THE RESTRICTIONS WHICH HAD PROHIBITED RESTAURANTS BY ALLOWING SUCH USE UNIT 13 RESTAURANTS WITH OUTDOOR MUSIC AS CONDITIONAL USES UPON A 2.24 ACRE PARCEL (LOT 6) ON THE SOUTHWEST CORNER OF VAN ASCHE AND STEELE BOULEVARDS

WHEREAS, on November 7, 1995, the Fayetteville City Council rezoned a parcel containing the 2.24 acre lot under consideration on the Southwest corner of Van Asche and Steele Boulevards from A-1 (now R-A) to C-1 Neighbor Commercial "with restrictions"; and

WHEREAS, these restrictions had been negotiated between the land owners and residents of a neighborhood abutting this parcel and operated as a Bill of Assurance to prohibit, among other C-1 uses, restaurants; and

WHEREAS, the owner and the proposed developer of a 2.24 acre parcel (Lot 6) within this larger rezoned parcel wishes to build a brewery and restaurant and therefore has requested that existing restrictions be modified and amended to allow such development.

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 amends Section 1 of Ordinance No. 3936 by adding the following: "However, Use Unit 13-Eating Places is allowed as a right on the 2.24 acres of Lot 6 on the southwest corner of Van Asche and Steel Boulevards. Lot 6 is further described and shown on Exhibits A and B attached hereto.

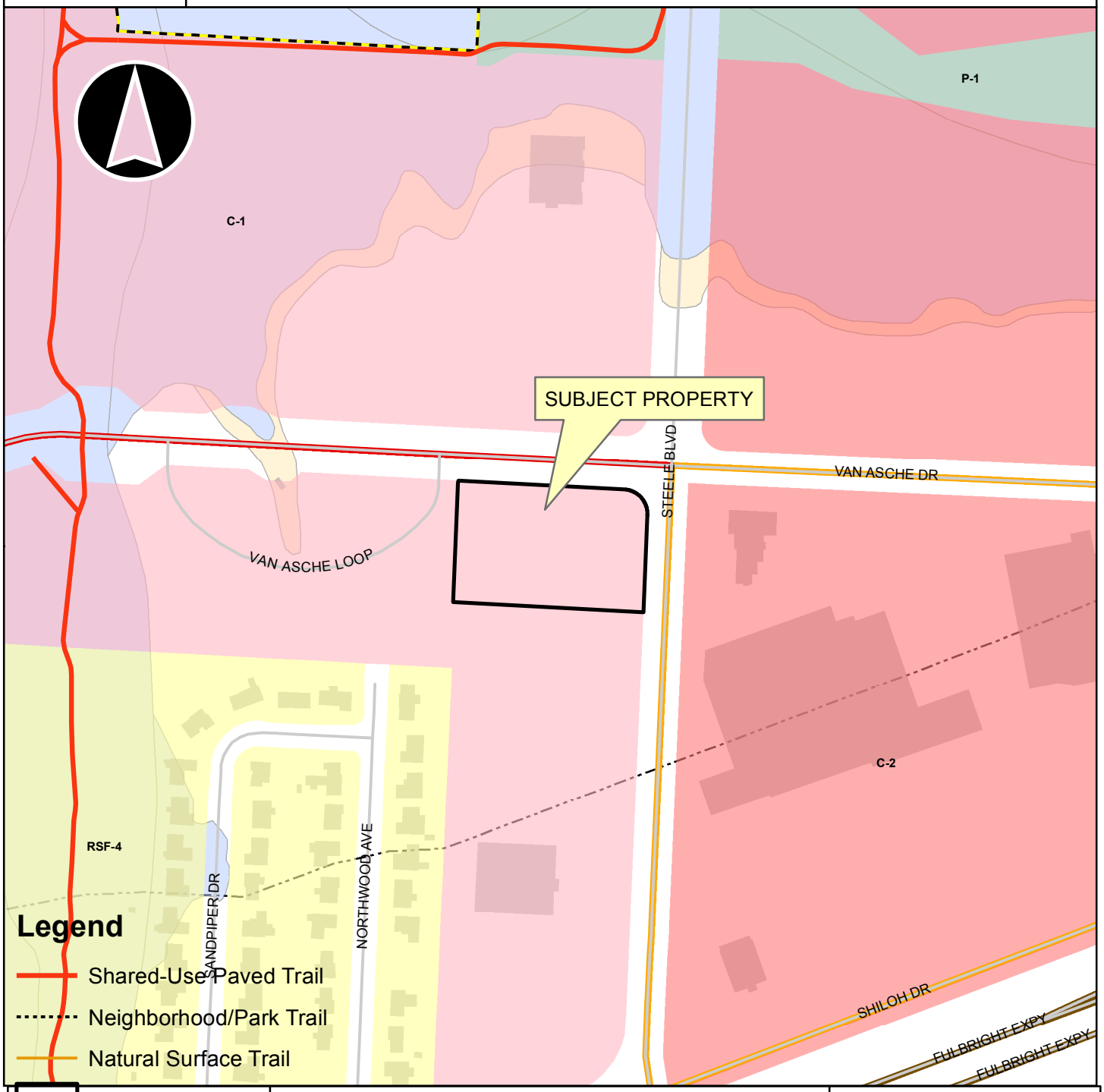
Section 2. The official zoning map of the City of Fayetteville is hereby amended to reflect the zoning change provided in Section 1 above.

15-5205
EXHIBIT 'A'

ADM15-5205

Close Up View

CMN BUSINESS PARK, LOT 6



Overview

- ADM15-5205
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

A PART OF LOT 6A OF SPLIT OF LOT 6 OF THE CMN BUSINESS PARK II, PHASE I ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6A AND RUNNING THENCE N02°25'48"E 250.02', THENCE S86°54'58"E 342.63', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' FOR A CHORD BEARING AND DISTANCE OF S42°16'08"E, 70.45', THENCE S02°22'42"W 200.50', THENCE N86°55'01"W 392.36' TO THE POINT OF BEGINNING, CONTAINING 2.24 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROPOSED USE UNIT RESTRICTIONS IF THE CITY COUNCIL RECOMMENDS IN FAVOR.

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
~~Unit 5~~	~~Government Facilities~~
Unit 13	Eating places
Unit 15	Neighborhood shopping
~~Unit 18~~	~~Gasoline service stations and drive-in/drive through restaurants~~
Unit 25	Offices, studios, and related services
~~Unit 44~~	~~Cottage Housing Development~~
~~Unit 45~~	~~Small scale production~~

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
~~Unit 16~~	~~Shopping goods~~
~~Unit 34~~	~~Liquor stores~~
Unit 35	Outdoor music establishments*
~~Unit 36~~	~~Wireless communications facilities*~~
~~Unit 40~~	~~Sidewalk Cafes~~
~~Unit 42~~	~~Clean technologies~~

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 ft.*

*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 162: USE UNITS

162.01 ESTABLISHMENT/LISTING 3

162.02 INTERPRETATION 7

162.03 CONDITIONS OF USE 7

162.04 ENCLOSURE OF USES 7

162.05-162.99 RESERVED 7

CHAPTER 162: USE UNITS

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern. The asterisk (*) next to a specific use indicates that the use has special conditions as required by Chapter 163, Use Conditions and Chapter 164 Supplemental Regulations.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
~~Unit 5~~	~~Government facilities~~
~~Unit 6~~	~~Agriculture~~
~~Unit 7~~	~~Animal husbandry~~
~~Unit 8~~	~~Single-family dwellings~~
~~Unit 9~~	~~Two-family dwellings~~
~~Unit 10~~	~~Three-family dwellings~~
~~Unit 11~~	~~Manufactured home park~~
~~Unit 12~~	~~Limited business~~
Unit 13	Eating places
~~Unit 14~~	~~Hotel, motel and amusement facilities~~
Unit 15	Neighborhood shopping goods
~~Unit 16~~	~~Shopping goods~~
~~Unit 17~~	~~Transportation Trades and services~~
~~Unit 18~~	~~Gasoline service stations and drive-in/drive through restaurants~~
~~Unit 19~~	~~Commercial recreation, small sites~~
~~Unit 20~~	~~Commercial recreation, large sites~~
~~Unit 21~~	~~Warehousing and wholesale~~
~~Unit 22~~	~~Manufacturing~~
~~Unit 23~~	~~Heavy industrial~~
~~Unit 24~~	~~Home occupation~~
Unit 25	Offices, studios, and related services
~~Unit 26~~	~~Multi-family dwellings~~
~~Unit 27~~	~~Wholesale bulk petroleum storage facilities with underground storage tanks~~
~~Unit 28~~	~~Center for collecting recyclable materials~~
~~Unit 29~~	~~Dance halls~~
~~Unit 30~~	~~Extractive uses~~
~~Unit 31~~	~~Facilities emitting odors & facilities handling explosives~~
~~Unit 32~~	~~Sexually oriented business~~
~~Unit 33~~	~~Adult live entertainment club or bar~~
~~Unit 34~~	~~Liquor stores~~
Unit 35	Outdoor music establishments
~~Unit 36~~	~~Wireless communications facilities~~
~~Unit 37~~	~~Manufactured homes~~
~~Unit 38~~	~~Mini-storage units~~
~~Unit 39~~	~~Auto salvage and junk yards~~
~~Unit 40~~	~~Sidewalk Cafes~~
~~Unit 41~~	~~Accessory dwellings~~
~~Unit 42~~	~~Clean technologies~~
~~Unit 43~~	~~Animal boarding and training~~
~~Unit 44~~	~~Cottage Housing Development~~
~~Unit 45~~	~~Small scale production~~

(A) *Unit 1. City-wide uses by right.*

(1) *Description.* Unit 1 consists of public uses, essential services, agricultural uses, open land uses, and similar uses which are subject to other public controls or which do not have significantly adverse effects on other permitted uses and are, therefore, permitted as uses of right in all districts.

(2) *Included uses.* Public facilities of the types embraced within the recommendations of the Comprehensive Land Use Plan.

Agricultural, forestry, and fishery:	•Field crop farms •Fishery •Forest •Fruit, tree, and vegetable farm
Essential services located in public right-of-way:	•Fire alarm box •Fire hydrant •Passenger stop for bus •Police alarm box •Sidewalk •Street, highway, and other thoroughfare •Street signs, traffic signs, and signals •Utility mainline, local transformer and station, and similar facilities customarily located in public right-of-way
Recreation and related use:	•Arboretum •Historical marker •Park area •Parkway •Wildlife preserve
Water facilities:	•Reservoir, open •Watershed •Conservation or flood control project

(B) *Unit 2. City-wide uses by conditional use permit.*

(1) *Description.* Unit 2 consists of uses which may be conducted anywhere in the territorial jurisdiction, but which can be objectionable to nearby uses and are therefore permitted subject to conditional use permits in all districts.

(2) *Included uses.*

Public and private facilities:	• Airport, flying fields and heliport • Bed and breakfast facilities* • Campground • Community Recycling Drop-off Facility • Landscape contracting business

	• Plant nursery • RV sewage disposal facility • Solid waste disposal facility • Water recreation area
Temporary facilities:	• Carnival, circus, and tent revival* • Commercial facilities • Real estate sales office (located at a specific location in an underdeveloped subdivision and operated for the purpose of developing said subdivision) • School and church facility

(C) *Unit 3. Public protection and utility facilities.*

(1) *Description.* Unit 3 consists primarily of public protection and utility equipment which:

(a) Is ordinarily not located in the street right-of-way and can be significantly objectionable to nearby residential, commercial, and light industrial uses;

(b) Have requirements for specific locations or are needed to serve residential neighborhood or local areas; and

(c) Are, therefore, permitted only on review.

(2) *Included uses.*

Facilities of Public Service Corporations:	•Electric regulating station •Pressure control station •Transmission station for tower, radio, telegraph, telephone, television
Other utility and protective facilities:	•Airway beacon •Public utility maintenance building, warehouse, or storage building •Water pipeline rights-of-way, sewer or water treatment plant, water storage facility
Railroad rights-of-way	
Communications and utility transmission line rights-of-way	

(D) *Unit 4 Cultural and recreational facilities.*

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, ~~stadium~~	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College ~~or university~~	
Community center	
Crematorium	
~~Dormitory~~	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
~~Private club or lodge~~	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)--Parking and Loading, Ch. 172.

~~(E) *Unit 5. Government facilities.*~~

~~(1) *Description.* Unit 5 consists of the main facilities of government agencies.~~

~~(2) *Included uses.*~~

~~City or county jail~~
~~Courts of law~~
~~Fire station~~
~~Governmental agencies and offices~~
~~Library~~
~~Police station~~
~~Post office~~
~~Detention Home~~

(M) *Unit 13. Eating places.*

(1) *Description.* Unit 13 is established that eating places, excluding drive-ins and those that provide dancing and entertainment, can be located as needed without necessarily introducing other commercial uses.

(2) *Included uses.*

Eating places, other than drive-ins, which do not provide dancing or entertainment
Restaurants
Café's

(O) *Unit 15. Neighborhood shopping goods.*

(1) *Description.* Unit 15 includes a variety of frequently purchased commercial goods, where convenience of location is more

important than comparative shopping. These uses are grouped in limited areas while prohibiting all others not necessary near the residential districts. All uses classified under Use Unit 15 must be within a building containing 25,000 square feet or less.

(2) *Included uses.*

Personal services	•Barber/Salon •Dry cleaning ~~•Laundry facility~~ •Tailoring
Retail	•Apparel and accessory •Bakery, pastry shops •Bicycle shop •Bookstores •Coffee shop •Delicatessen •Drugstore •Electronics •Florists •Food specialty stores •Furniture and Home Decor ~~•Grocery~~ •Hardware store •Health food store •Hobby/craft shop •Ice cream •Jewelry/watch sales and repair •Meat market •Music instruments •News and magazine stand •Optical goods •Pet shop •Photography Studio •Picture framing •Shoe store •Sporting goods •Stationary store •Toy store •Video rental
~~Vehicular Sales (interior display only)~~	~~•Automobile~~ ~~•ATV/Motorcycle~~ ~~•Boat/Personal Watercraft (PWC)~~

~~(R) *Unit 18.* Gasoline service stations and drive-in/drive through restaurants~~

~~(1) *Description.* Gasoline service stations and drive-in restaurants can be significantly objectionable to nearby uses, so, therefore, have been allowed only in districts where necessary to provide this use.~~

~~(2) *Included uses.*~~

~~Gasoline service station *~~
~~Self-service auto wash (in conjunction with a gasoline service station) *~~
~~Drive-in /drive through restaurant *~~

(Y) *Unit 25. Offices, studios and related services.*

(1) *Description.* Unit 25 consists of offices, studios, medical and dental labs, and other supporting services and sales.

(2) *Included uses.*

Medical Clinic:	• Dental office/clinic • Medical office/clinic
Professional office:	• Accountant • Architect • Attorney • Broker • Engineer • Realtor
Sale of supplies and equipment	• Architecture, drafting, and art supplies • Office furnishings and supplies • Medical, optical, and dental supplies • Scientific instruments
Services:	• Advertising agency • Animal daycare (10 animals or less) • Auto parking garage • Bail bonding agency • Business or management consultant • Computing service • Consultant • Data processing service • Drafting service • Employment agency • Financial institution • Funeral home • Insurance sales • Interior decorator • Photocopying or printing • Social and welfare agencies • Travel agency • Veterinary small animal out-patient clinic
Studios:	• Artist's studio • Photography studio • Studio for teaching any of the fine or liberal arts

(II) *Unit 35. Outdoor music establishments.* *

(1) *Description.* Unit 35 includes any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified

or loud music is played that could be audible at nearby residences or businesses.

(2) *Included uses.*

Outdoor music establishments *

~~(JJ) *Unit 36. Wireless Telecommunications Facilities.*~~

~~(1) *Description.* A land use facility that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications.~~

~~(2) *Included uses.*~~

~~Wireless telecommunications facilities *~~	~~Antennas~~ ~~Accessory buildings~~ ~~Accessory development~~ ~~Cellular towers~~ ~~Horns~~ ~~Microwave dishes~~ ~~Monopoles~~

~~(NN) *Unit 40. Sidewalk Cafes.*~~

~~(1) *Description.* Unit 40 is provided in order that sidewalk cafes may be located in appropriate commercial areas.~~

~~(2) *Included uses.*~~

Unit 42. Clean technologies	All uses within Unit 42 are permitted with a maximum gross floor area of 5,000 square feet
Microbrewery; microwinery; microdistillery	Maximum gross floor area of 10,000 square feet for the manufacturing portion of the facility and production of less than 15,000 barrels per year
Boutique/specialty manufacturing (maximum gross floor area of 5,000 square feet)	•Specialty food manufacturers with or without a retail store front •Coffee roasting facility •Other specialty manufacturers that have minimal impacts to adjoining properties compared with what is typically generated by similar uses within the designated zoning district, as determined by the Zoning and Development Administrator

~~Sidewalk Cafes~~

~~(PP) *Unit 42 Clean Technologies*~~

~~(1) *Description.* Unit 42 consists of uses that fabricate or produce goods and services that greatly reduce or eliminate negative environmental impacts, create new technologies or improve the productive and responsible use of natural resources.~~

~~Alternative Energy Fabrication and Storage Components:~~	~~•Wind~~ ~~•Solar~~ ~~•Fuel cells~~ ~~•Batteries~~ ~~•Hybrid systems~~
~~Fabrication or Production of Materials:~~	~~•Nano Technologies~~ ~~•Solar panels~~ ~~•Computer components, such as microchips~~ ~~•Advanced packaging~~
~~Research and Development:~~	~~•Monitoring and control systems~~ ~~•Energy infrastructure management~~ ~~•Energy efficiency management~~ ~~•Materials and recycling management~~ ~~•Transportation logistics~~ ~~•Environmental cleanup and safety~~ ~~•Scientific or high tech research laboratories~~

~~*(RR) Unit 44. Cottage Housing Development.*~~

~~*(1) Description.* Unit 44 is provided in order that cottage housing developments are permitted by right in multi-family zoning districts and by Conditional Use Permit in single family zoning districts.~~

~~*(2) Included uses.*~~

~~Cottage Housing Developments~~

~~*(SS) Unit 45. Small scale production*~~

~~*(1) Description.* Unit 45 is provided in order that increased variety and flexibility of non-residential goods, services, and employment centers may be provided in close proximity to residences and commercial uses. These uses may have adverse impacts because of high traffic, delivery vehicles, noise, or odors and may pose compatibility issues if they are not limited in size.~~

~~*(2) Included uses*~~

(Code 1965, App. A., Art. 6 (A), (F); Ord. No. 329, 10-1-85; Ord. No. 3165, 2-4-86; Ord. No. 3341, 3-15-88; Ord. No. 1747, 6-29-70; Code 1991, §§118.01, 160.055; Ord. No. 3546, 4-19-91; Ord. No. 3792, §§2, 3, 5-17-94; Ord. No. 3870, §1 (Ex. A), 2-21-95; Ord. No. 3909, §1, 7-18-95; Ord. No. 3971, §§3, 4, 5-21-96; Ord. No. 4024, §3, 3-18-97; Ord. No. 4034, §§1, 2, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4376, §5 (Ex. E), §6 (Ex. F), 3-5-02; Ord. No.

City of Fayetteville Staff Review Form

2015-0464

Legistar File ID

10/20/2015

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

Jeremy Pate	10/2/2015	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM 15-5205: Administrative Item (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6, 212): Submitted by BATES & ASSOCIATES, INC. for property located at SW CORNER OF VAN ASCHE & STEELE BLVDS. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 2.24 acres. The request is for an amendment to the CMN Bill of Assurance, to allow a restaurant near the Centerbrook Subdivision.

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 OCTOBER 20, 2015

TO: Fayetteville City Council

FROM: Jesse Fulcher, Senior Planner

THRU: Andrew Garner, Planning Director

DATE: October 2, 2015

SUBJECT: **ADM 15-5205: Administrative Item (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6, 212):** Submitted by BATES & ASSOCIATES, INC. for property located at SW CORNER OF VAN ASCHE & STEELE BLVDS. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 2.24 acres. The request is for an amendment to the CMN Bill of Assurance, to allow a restaurant near the Centerbrook Subdivision.

RECOMMENDATION:
The Planning Commission recommends approval of a request for an amendment to the CMN Bill of Assurance, to allow a restaurant near the Centerbrook Subdivision. Staff did not support the request.

BACKGROUND:
The subject property is located at the southwest corner of Steele Boulevard and Van Asche Drive. The property is a part of Lot 6 of the CMN Subdivision. In 1995 the City Council rezoned the property to C-1, Neighborhood Commercial, subject to a Bill of Assurance offered by the developers and agreed to by the property owners in the Centerbrook Subdivision, which is located to the southwest of the subject property.

The Bill of Assurance applies to multiple properties to the north and east sides of the Centerbrook Subdivision, and includes requirements for additional screening and setbacks from the subdivision boundary. The Bill of Assurance also provides a list of prohibited land uses, including restaurants.

The applicant is requesting an amendment to the Bill of Assurance for CMN Business Park, to allow Use Unit 13 – Eating Places on the subject 2.24 acres of Lot 6. The applicant has already submitted large scale development plans for a 13,533 square foot building that will contain 7,547 square feet for a restaurant and brewery, 4,619 square feet for office space and 1,367 square feet for a mechanical room. The Planning Department cannot process the plans unless the Bill of Assurance is amended by the City Council.

Staff recommends denial of **ADM 15-5205**, finding that the land use restrictions placed on CMN Business Park in 1995 are still warranted today. The Centerbrook Subdivision was platted in 1972, over 20 years before the business park was rezoned. Rezoning the CMN property to C-1,

Neighborhood Commercial was only recommended when many of the higher intensity commercial uses were removed through the Bill of Assurance, as worked out between the neighbors and developers at the time. Amending the Bill of Assurance to allow land uses which were already determined to be incompatible with the neighborhood is not appropriate in staff's opinion.

DISCUSSION:
Some of the discussion of the Planning Commission centered on whether the land use restrictions in the Bill of Assurance even apply to this property, as the subject property has been subsequently split off from the parent tract and no longer technically directly abuts the nearby neighborhood. Staff's analysis, in conjunction with the City Attorney's office, concludes that all of the property south and west of the Van Asche/Steele Boulevard intersection were clearly included in the restricted uses when it was rezoned C-1. A formal letter of interpretation was forwarded to the applicant stating the city's position, and it is included in the packet for your information.

On September 28, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 6-2-0. Five residents from the Centerbrook Subdivision spoke at the meeting, with one neighbor in favor of the request and four opposed.

BUDGET/STAFF IMPACT:
N/A

Attachments:
CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

TO: City Planning Division File

CC: W. Asa Hutchinson II, Roberts Law Firm, P.A.

FROM: Andrew Garner, City Planning Director/Zoning and Development Administrator

DATE: September 11, 2015

SUBJECT*:* Zoning Determination for CMN Business Park Lot 6

ATT:
- Ordinance No. 3936
- City Council Meeting Minutes November 7, 1995 (Pages 479-480)
- Pages from the Bill of Assurance Booklet "Rezoning Requests R95-24 & R95-25 Mutual Agreement"

ZONING DETERMINATION:

The zoning for CMN Business Park Lot 6 established with Ordinance No. 3936 is restricted by a Bill of Assurance/agreements offered by the applicant to City Council. These agreements are tied to the zoning of the property and among other things, do not permit a restaurant or brewery at Lot 6 of CMN Business Park.

POSSIBLE SOLUTIONS:

As previously communicated with the applicant and their attorney, this zoning determination may be appealed the Board of Adjustment within 10 working days, then the Circuit Court. An alternative is to request the City Council amend to the Bill of Assurance to accommodate the proposed development. Still another alternative is to rezone the property to accommodate the proposed development.

DISCUSSION:

An official zoning determination has been requested for Lot 6 of CMN Business Park because of a pending development application for a restaurant/brewery at this location.

The City Council rezoned the subject property to C-1, Neighborhood Commercial with restrictions on November 7, 1995 with Ordinance No. 3936. The ordinance specifically states that the zoning is "…with restrictions."

The applicant for the rezoning submitted booklets of information to the City Council titled "Mutual Agreement" as part of the rezoning request. These booklets describe detailed agreements between the owners of the Centerbrook Subdivision adjacent to the west and the property owner/developer. The booklets were signed by representatives of the neighborhood and the property owner/developer. These restrictions were then submitted to the Planning Commission

and City Council for consideration as part of the rezoning request and referred to as a Bill of Assurance.

The legislative record is a little unclear regarding the enforcement of the Bill of Assurance. Review of the meeting minutes and the documents submitted by the applicant include some of the following key points on pages 479-480 of the City Council meeting minutes from November 7, 1995:

- Fayetteville City Attorney Jerry Rose stated "…that the document presented to the Council is not a legal Bill of Assurance, but is a legally enforceable document."
- "Mayor Hanna explained that the items in the Bill of Assurance presented will be addressed at Large Scale Development."
- "City Attorney Rose stated that the Council was certainly taking that (the offer made by the petitioner in the document referred to as 'Amended Bill of Assurance C-1 Rezoning R95-25') into consideration because it has been offered by the petitioner voluntarily."
- Fayetteville City Attorney Rose ended his discussion of the Bill of Assurance as follows: "In response to a question from Mayor Hanna, City Attorney Rose stated that it is correct that the council will have the opportunity to bring any large scale development that comes through with this property back before the Council at the request of any Council member. If the petitioners do not do what they have said they will do, the request for large scale development can be turned down."

The discussion noted above was completed prior to the Council's vote on the rezoning ordinance R95-25. In reviewing the record of the rezoning request it is apparent that the City would enforce the Bill of Assurance's terms, including removing Use Unit 13 – Eating Places that was shown as being stricken from the list of uses in the Bill of Assurance.

Rezoning Ordinance No. 3936 that refers to "…with restrictions" clearly refers to the Bill of Assurance offered by the applicant that includes a list of restricted uses and a map showing areas that are subject to the restrictions, including what is now CMN Lot 6.

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jesse Fulcher, Senior Planner

THRU: Andrew Garner, Planning Director

MEETING DATE: ~~September 28, 2015~~ Updated October 1, 2015

SUBJECT: **ADM 15-5205: Administrative Item (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6, 212):** Submitted by BATES & ASSOCIATES, INC. for property located at SW CORNER OF VAN ASCHE & STEELE BLVDS. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 2.24 acres. The request is for an amendment to the CMN Bill of Assurance, to allow a restaurant near the Centerbrook Subdivision.

RECOMMENDATION:
Staff recommends denial of **ADM 15-5205**.

BACKGROUND:
The subject property is located at the southwest corner of Steele Boulevard and Van Asche Drive. The property is a part of Lot 6 of the CMN Subdivision. In 1995 the City Council rezoned the property to C-1, Neighborhood Commercial, subject to a Bill of Assurance offered by the developers and agreed to by the property owners in the Centerbrook Subdivision, which is located to the southwest of the subject property.

The Bill of Assurance applies to multiple properties to the north and east sides of the Centerbrook Subdivision, and includes requirements for additional screening and setbacks from the subdivision boundary. The Bill of Assurance also provides a list of prohibited land uses, including restaurants. Surrounding land use and zoning is depicted in Table 1.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped	C-1, Neighborhood Commercial
South	Undeveloped	C-1, Neighborhood Commercial
West	Office	C-1, Neighborhood Commercial
East	Office	C-2, Thoroughfare Commercial

DISCUSSION:
Request: The applicant is requesting an amendment to the Bill of Assurance for CMN Business Park, to allow Use Unit 13 – Eating Places on the subject 2.24 acres of Lot 6. The applicant has already submitted large scale development plans for a 13,533 square foot building that will contain 7,547 square feet for a restaurant and brewery, 4,619 square feet for office space and 1,367

square feet for a mechanical room. The Planning Department cannot process the plans unless the Bill of Assurance is amended by the City Council.

RECOMMENDATION:
Staff recommends denial of **ADM 15-5205**, finding that the land use restrictions placed on CMN Business Park in 1995 are still warranted today. The Centerbrook Subdivision was platted in 1972, over 20 years before the business park was rezoned. Rezoning the CMN property to C-1, Neighborhood Commercial was only recommended when many of the higher intensity commercial uses were removed through the Bill of Assurance. Amending the Bill of Assurance to allow land uses which were already determined to be incompatible with the neighborhood is not appropriate in staff's opinion.

Some types of food service business are actually still allowed on the subject property. These include a bakery, delicatessen and specialty food store. Based on the Bill of Assurance documents, the neighborhood was not concerned with small-scale food businesses, but rather with larger restaurants with late-night hours of operation. The large scale development application submitted to the Planning Division proposes a 13,000 square foot restaurant and brewery, as well as areas for outdoor games and a stage for live music. This is not a neighborhood-scale cafe that can be compatible with residential properties. Rather it's a large-scale restaurant and entertainment venue that should be adequately separated from residential land uses. However, the applicant's proposed development should not be considered with this request, which is a zoning decision.

Staff also has concerns with supporting the proposed amendment, since the applicant also needs a conditional use permit for outdoor music. Staff does not see any way to support an outdoor music permit on this property given the proximity of the site to the Centerbrook Subdivision. A decision to allow Use Unit 13 will lead to the applicant's subsequent request for outdoor music.

Should the Planning Commission recommend in favor of the request, staff recommends the following conditions of approval:

1. The Bill of Assurance from 1995 contains several sheets from the zoning chapter of the Unified Development Code. These sheets are very outdated and don't contain many use unit listings that are necessary for the applicant to process the large scale development. For example, Use Unit 35, Outdoor Music Establishments was not a use unit in 1995 and is not even listed in the Bill of Assurance. Consequently, an outdoor music establishment cannot even be requested. Staff has attached a new listing of use units that we recommend adopting if the applicant's request is approved. The intent of this update is to add Use Unit 13 as a permitted use and use Unit 35 as a conditional use.

2. The amendments to the original Bill of Assurance shall only apply to the highlighted 2.24 acres shown in Exhibit "A" attached hereto.

3. All of the remaining conditions of the Bill of Assurance shall remain in force.

PLANNING COMMISSION ACTION: Required

Date: **September 28, 2015** ☐ **Approved** ☑ **Forwarded** ☐ **Denied**

Motion: Hoskins **Second:** Selby **Vote:** 6-2-0

Notes: The Planning Commission forwarded the request with a recommendation for approval. (Chesser and Brown voted 'no')

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Original Bill of Assurance
- Use Unit Exhibits
- Written Request
- Survey
- Close Up Map
- One Mile Map

FILED FOR RECORD
'95 NOV 17 PM 2 36
WASHINGTON CO AR
K. HARNESS
MICROFILMED

ORDINANCE NO. 3936

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION R95-25 FOR A PARCEL CONTAINING APPROXIMATELY A TOTAL OF 40.68 ACRES LOCATED EAST OF GREGG, NORTH OF 71 BYPASS AND WEST OF 71 BUSINESS, SOUTH OF JOYCE STREET AS REQUESTED BY MEL MILHOLLAND ON BEHALF OF MARJORIE S. BROOKS AND NANCHAR, INC.

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

Section 1. That the zone classification of the following described property is hereby changed as follows:

R95-25 for the real property described in Exhibit "A" attached hereto and made a part hereof.

From A-1, Agricultural District to C-1 Neighborhood Commercial District and A-1, Agricultural District and R-1 Low Density Residential District, to C-1 Neighborhood Commercial District with restrictions.

Section 2. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED AND APPROVED this 7th day of November, 1995.

APPROVED:

By: Fred Hanna
Fred Hanna, Mayor

ATTEST:

By: Traci Paul
Traci Paul, City Clerk

95062334

EXHIBIT "A"

LEGAL DESCRIPTION FOR R95-25

A part of the SW¼ of the NW¼, Section 26, T-17-N, R-30-W, more particularly described as commencing at the West ¼ corner of Section 26, Thence N 02-28-46 E 272.02 feet to the Point of Beginning; Thence along the West boundary of Section 26 N 02-28-46 E 1049.53 feet to the Northwest corner of the SW¼ of the NW¼, Section 26, Thence along the north line of said 40-acre tract S 87-10-11 E 440.01 feet, Thence S 02-28-46 W 1051.54 feet, Thence N 86-54-28 W 440.03 feet to the Point of Beginning, Containing 10.61 acres more or less, all in the City of Fayetteville, Washington County, Arkansas.

ALSO:

A part of the West½ of Section 26 and a point part of the East½ of Section 27, all lands located in T-17-N, R-30-W, and more particularly described as commencing at a State Monument at the SE corner of said Section 27; Thence along the East boundary of said Section 27 N 02-28-46 E 1385.54 feet to a point on the North Right-of-Way of U.S. 71 Bypass and continuing thence along said Right-of-Way N 69-22-49 E 1.56 feet to a point at the SE corner of Centerbrook Subdivision, said point being the Point of Beginning: Thence along the East boundary of the Centerbrook Subdivision N 02-34-19 E 1088.91 feet to a Concrete Monument at the NE corner of said subdivision, Thence along the North boundary of the Centerbrook and Johnson Road Subdivisions N 86-54-28 W 1549.37 feet to the East Right-of-Way of the Arkansas-Missouri Railroad (St. Louis and San Francisco Railroad), Thence along said railroad Right-of-Way N 01-33-44 E 440.16 feet, Thence S 86-54-28 E 1993.24 feet, Thence S 02-28-46 W 1337.18 feet to the North Right-of-Way of U.S. 71 Bypass, Thence along said Right-of-Way S 69-22-37 W 368.58 feet to a Concrete Right-of-Way Marker, Thence S 69-22-49 W 108.22 feet to the Point-of-Beginning, Containing 30.07 acres, more or less, all in the City of Fayetteville, Washington County, Arkansas.

95062335

REZONING REQUESTS

R95-24 & R95-25

MUTUAL AGREEMENT

SUBMITTED TO:
FAYETTEVILLE PLANNING COMMISSION
FAYETTEVILLE CITY COUNCIL
FAYETTEVILLE CITY STAFF

DEVELOPERS:
NANCHAR, INC. &
MARJORIE S. BROOKS

July 7, 1995

ENGINEER:
Melvin L. Milholland, P.E., R.L.S.
MILHOLLAND COMPANY
ENGINEERING & SURVEYING
205 West Center Street
Fayetteville, Arkansas 72701
Telephone: (501) 443-4724
Facsimile: (501) 443-4707

Melvin L. Milholland

Milholland Company
Engineering and Surveying
205 WEST CENTER
FAYETTEVILLE, ARKANSAS 72701
(501) 443-4724
FAX 443-4707

AR. R.L.S. NO. 648
AR. P.E. NO. 3825
OKLA. P.E. NO. 10740
OKLA. R.L.S. NO. 1038

July 7, 1995

Fayetteville Planning Commission
Fayetteville City Council
Fayetteville City Staff

PROJECT: NANCHAR, INC. & MARJORIE S. BROOKS PROPERTIES
BETWEEN FULBRIGHT EXPRESSWAY AND NWA MALL

AGENDA ITEMS: REZONING REQUESTS R95-24 AND R95-25

RE: MUTUAL AGREEMENT BETWEEN OWNERS & DEVELOPERS

Attached hereto is a mutual agreement between the RESIDENTS OF "CENTERBROOK SUBDIVISION" and NANCHAR, INC. & MARJORIE S. BROOKS, relative to said rezoning request. The agreement depicts a restricted C-2 zoning for properties adjacent to said subdivision, as described in EXHIBIT "A" of the agreement. Both parties trust that the efforts put forth to develop this agreement will be of assistance in your review process.

Your consideration of the attached is very much appreciated.

Sincerely,

Melvin L. Milholland, P.E., R.L.S.
Project Engineer

cc: file
RESIDENTS
DEVELOPERS

I am a resident/owner of a lot in the Centerbrook Subdivision. I agree to be represented by the following persons in negotiations with NANCHAR, INC. and MARJORIE S. BROOKS, the developers of the property adjacent to the east and north of Centerbrook Subdivision, which is being considered for rezoning.

Jay Ellis
2441 Northwood Ave.
521-6592

Linda Hatcher
3532 Northwood
443-5294

Charles Davis
3359 Sandpiper
444-7562

LaGayle McCarty
3504 Northwood
444-7183

Glenn Clancy
3549 Sandpiper
443-9445

Signature/Print Name	Address	Phone Number
Glenn D Clancy	3547 Sandpiper Fay. 72204	
Charles O. Davis, CHARLES O. DAVIS	3359 SANDPIPER	444-7562
STEVEN M. IMHOFF	3541 SANDPIPER	521-4839
John Hollowell	3524 Northwood	521-3381
William P. Moore, WILLIAM MOORE	3504 SANDPIPER	444-8342
Bonnie Moore, BONNIE MOORE	3504 SANDPIPER	444-8342
Patrick Mathews	3517 Northwood	587-0502
M. Claraven Mathews, M. Claraven Mathews	3517 Northwood	587-0502
Patricia J. Brack, PATRICIA J. BRACK	3457 SANDPIPER	575-0881
Pat Sandlin	3441 Sandpiper	444-8156
Pamela Klingen	3473 Sandpiper	442-0851
S. STEPHANIE SMITH, Stephanie Smith	3497 Sandpiper Fay	521-8160
PAUL A IMHOFF, Paul Imhoff	3541 Sandpiper Fay	521-4839
CLIFF HOLLOWELL, Cliff Hollowell	3524 Northwood	521-3381
Carolyn Hall, Carolyn Hall	3480 Sandpiper	442-0932

Signature/Print Name	Address	Phone Number
David Kienzle	DAVID KIENZLE 3525 NORTHWOOD FAY.	521-0076
Janelle Davis	Janelle Davis 3359 Sandpiper Fay	444-7562
Michael W. Wallace	Michael W Wallace 3509 Northwood	FAY - 442-6795
Lisa R. Clancy	Lisa R. Clancy 3549 Sandpiper Fay.	443-9445
Jay Ellis	Jay Ellis 3441 Northwood, Fay	521-6592
Timothy L. Hare	T. L. Hare 3556 Northwood, Fay	444-8095
W J Simmons	W.J. SIMMONS 3472 NORTHWOOD AV. FAY.	521-2077
Janice Jones	Janice Jones 3448 Northwood Fayetteville	442-4083
Jody Holland	Jody Holland 3448 Northwood, Fay.	442-4083
Johnie Williams	Johnie Williams 3544 Northwood Fay	443-5393
Linda M. Hatcher	Linda M. Hatcher 3533 Northwood Ave Fay.	443-5294

Present at 6-27-95 meeting with Millholland Company & Residents of Centerbrook Subdivision

RE: Rezone & Development of 315 acres South of NW Ark. Mall.

	name	address	phone
1	Jay Ellis	3441 Northwood Ave	521-6592
2	Catherine Davis	3359 SANDPIPER	444-7562
3	Glenn Clancy	3549 Sandpiper	443-9445
4	Linda Hatcher	3532 Northwood Ave	443-5294
5	Rafael McCarty	3504 Northwood	444-7183
6	[illegible]	205 W. Center	443-6724
7			
8			
9			
10			

MEMO

TO: MILHOLLAND COMPANY AND NANCHAR, INC.

FROM: CENTERBROOK SUBDIVISION RESIDENTS

DATE: JUNE 27, 1995

SUBJECT: Concerns of residents of Centerbrook S/D with respect to a request for rezoning of property adjacent to the Centerbrook Subdivision.

The following is a list of initial concerns from the residents of Centerbrook Subdivision (as a result of a June 19, 1995 meeting) with respect to the proposed rezoning of property adjacent to Centerbrook Subdivision, and may be amended as additional information is obtained:

1. That Northwood Avenue not be opened.
2. Buffer zone/fencing/vegetation
3. Drainage
4. Proximity of proposed North/South road.
5. Type of development: Compatible materials (not metal). No apartments or duplexes (maybe upscale condos). Businesses that operate within normal business hours, ie. Monday through Friday, 8:00am to 5:00. (No target or K-Mart, etc.)

"REZONING MAP"
CMN BUSINESS PARK NORTH

TO: THE FAYETTEVILLE PLANNING COMMISSION
AND THE FAYETTEVILLE CITY COUNCIL

This 7TH day of JULY, 1995, the RESIDENTS OF CENTERBROOK SUBDIVISION, hereinafter referred to as "Residents" and NANCHAR, INC. and MARJORIE S. BROOKS, hereinafter referred to as "Developers" hereby submit the following for consideration:

I. BACKGROUND.

1. The Developers have submitted an application for the rezoning of certain real property immediately adjacent to the east and north boundaries of Centerbrook Subdivision.

2. The Residents, through their designated representatives, have expressed to the Developers their concerns in regard to such development and their desires to preserve the character of their neighborhood.

3. Through negotiation, the Residents and Developers have reached certain agreements in regard to the property described in Exhibit "A", attached hereto and made a part hereof.

II. AGREEMENT.

1. RESIDENTS: Contingent upon approval by the Planning Commission and the City Council of all sections and clauses of this agreement, the Residents hereby express their support of rezoning requests R95-24 and R95-25.

2. DEVELOPERS: Contingent upon approval by the Planning Commission and the City Council of rezoning requests R95-24 and R95-25, the developers agree as follows:

a. The Developers agree they shall not request or pursue the opening of Northwood Avenue. Further, they agree to support the residents and advocate to the Planning Commission and the City Council that Northwood Ave. shall remain closed.

b. The Developers shall reserve on the final plat and in the subdivision covenants a 20' strip running adjacent to and along the entire east boundary and a 15' strip running adjacent to and along the entire north boundary of Centerbrook Subdivision as a "natural buffer". Such buffer shall serve as a noise and sight buffer between the two zoning districts and shall remain in its natural state.

c. Developers shall require the placement of a solid fence or a masonry wall not less than 6 feet in height along the east boundary and the north boundary of the natural buffer. The materials used shall be consistent and compatible with the

materials used for the building construction. Such requirements shall be reflected on the final plat and in the subdivision covenants.

d. Developers hereby agree to calculate the rear setback from the fence provided for in c. above, instead of the rear property line. This yields a minimum of a 40' building setback, in lieu of a 20' setback from the subdivision boundary, on the east, and yields a minimum on a 35' building setback, in lieu of a 20' setback from the subdivision boundary, on the north. These building setbacks will be reflected on the final plat and in the subdivision covenants.

e. Developers agree to calculate the height regulations set forth in the Code of Fayetteville from the placement of the fence instead of the subdivision boundary, and such shall be reflected on the final plat and in the subdivision covenants.

f. Developers agree to impose restrictive covenants, in regard to the construction material allowed, which are consistent with those covenants imposed in the CMN Business Park-South.

g. Developers shall design and construct a drainage system in compliance with the Drainage Control Ordinance and the Drainage Design Manual of the City of Fayetteville. The drainage plan shall address all drainage adjacent to the Centerbrook Subdivision and shall provide for a system to relocate the drainage onto the Developers' property. The system shall be approved by the City Engineer of the City of Fayetteville.

h. Developers agree to restrict the following uses which may otherwise be allowed in a C-2 zone for that area described in Exhibit "A": (those areas stricken are designated below with the letter, word or phrase stricken out).

USES BY RIGHT:

Unit 1 - City-Wide Uses by Right

- consists of public uses, essential services, agricultural uses, open land uses, and similar uses which are either subject to other public controls or which do not have significantly adverse effects on other permitted uses and are, therefore, permitted as uses of right in all districts.

Includes:

-Agricultural, forestry, and fishery:
fields crop farms
fishery

forest
fruit, tree, and vegetable farm

-Essential services located in public rights-of-way:
fire alarm box
fire hydrant
passenger stop for bus
police alarm box
sidewalk
street, highway, and other thoroughfare street signs, traffic signs and signals
utility main line, local transformer and station and similar facilities customarily located in public right-of-way

-Recreation and related use:
arboretum
historical marker
park area
parkway
wildlife preserve

-Water facilities:
reservoir (open)
watershed conservation or flood control project

Unit 4 - Cultural and Recreational Facilities

- consists of cultural and recreational uses to serve the residents of the community.

includes:

-art gallery, library, museum
-child care center, nursery school
-church
-college ~~or university~~
~~-dormitory~~
-auditorium
~~-stadium~~
-community center
~~-detention home~~
-golf courses
-hospital
-park
-playfield, playground
~~-private club or lodge~~
-riding stables
-school (elementary, junior high, senior high)
-swimming pool
-tennis court
-theater (legitimate)
~~-zoo~~

Unit 12 - Offices, Studios and Related Services

-consists of offices, studios, medical and dental labs, and other compatible or supporting services and sales.

includes:

-advertising agency
-artist's studio
-barber and beauty shops with six or few chairs
-computing service
-data processing service
-drafting service
-dental clinic
-financial institution
-funeral home
-medical clinic
-office buildings
-social and welfare agencies
-studio for teaching any of the fine arts
-sales of supplies and equipment:
    architects and artists supplies
    business machines
    dental supplies
    medical and optical supplies
    office furnishings
    scientific instruments
- services:
    ~~auto-parking-garage~~
    blue printing
    employment agency
    photo copying
    printing
    ticket office (transportation and amusement)
    travel agency
    veterinary small animal out-patient clinic

~~Unit 13 - Eating Places~~

~~-established so that eating places can be located as needed without necessarily introducing other commercial uses.~~

~~-includes:~~

~~-eating places, other than drive-ins, which do not provide dancing or entertainment.~~

* NOTE: No Fast Food

~~Unit-14---Hotel,-Motel-and-Amusement-Facilities~~

~~------consists-of-hotels,-motels-and-certain-types-of-amusement facilities.~~

~~-----includes:~~

~~------auditorium~~
~~------dance-hall~~
~~------hotel~~
~~------membership-lodge~~
~~------motel~~
~~------motion-picture-theater~~
~~------night-club~~
~~------restaurant-providing-dancing-and-/or-entertainment~~
~~------tavern~~

Unit 15 - Neighborhood Shopping Goods

- variety of frequently purchased commercial goods, where convenience of location is more important than comparative shopping. These uses are grouped in limited areas while prohibiting all others not necessary near the residential areas.

includes:

-retail trade:
- bookstores

food:
- bakery
- food specialties store
- dairy products
- ~~grocery~~
- ~~super markets~~
- delicatessen
- health food store

drug store
florist
hardware store
home furniture store
service establishment :
- dry-cleaning
- barber and beauty shop
- laundry

news and magazine stand
~~laundry-(coin-operated)~~
~~service-station~~
picture framing (retail)

Unit 16 - Shopping Goods

-stores selling retail goods which are ordinarily purchased less frequently and often have a community-wide or regional market.

includes:

-retail trade establishment:
- antique shop
- apparel and accessory
- clothing
- fur apparel
- ~~liquor-store~~
- millinery
- shoe
- tailoring

-automotive-marine craft establishment:
- ~~auto-accessory-store~~
- ~~auto-sales~~
- ~~boat-and-accessories~~
- bicycle shop
- book store
- camera shop
- dry goods
- garden supply

-general merchandise establishment:
- department store
- mail order
- trading stamp redemption store
- hardware store
- hobby shop
- home furniture:
  - appliances
  - china
  - glassware
  - draperies
  - curtains
  - floor coverings
  - furniture
  - music instruments
  - radio and television store
  - record and tape shop
  - jewelry
  - leather goods and luggage
  - optical goods
  - pet shop
  - sporting goods
  - stationery store
  - toy shop

-service establishment:
- branch community facility

library
post office
-personal service:
~~auto-rental-agency-office~~
barber and beauty shops with more than 4 chairs
costume rental service
detective service
dry-cleaning service
interior decorating
optician-optometrist
photofinishing
photographic studio
picture framing
reading rooms
reducing salon
~~sign-painting~~
social and welfare agencies
gun smith
lock smith
watch and jewelry repair
~~-transportation-service:~~
~~----------bus-station~~
~~----------express-service~~
~~----------helistop~~
~~----------railway-terminal~~
~~----------taxicab-station~~
~~-----~~

Unit 17 - Trades and Services

-engaged primarily in providing household and automotive maintenance and similar services which fulfill recurrent needs of residents of nearby areas, but are generally incompatible with primary retail districts because they break the continuity of retail frontage.

includes:

~~-retail-trade-establishment,-general-~~
~~----------automotive-sales,-service-and-repair,~~
~~----------including-body-shop~~
~~----------buses~~
~~----------mobile-home~~
~~----------motor-cycle,-including-service-and-repair~~
~~----------trucks,-including-service-and-repair,-~~
~~----------trailers,-camping,-hauling,-travel~~
~~----------used-car-lots~~
~~----------farm-supplies-and-equipment,-~~
~~----------including-service-and-repair~~
~~----------general-merchandise-establishment-(direct-selling)~~
~~----------merchandise-vending-machine-operations~~
~~----------institutional-furniture-and-furnishings~~
~~----------marine-craft,-sales-and-service-~~

----------boats-and-accessories
medical and orthopedic appliances
personal help:
animal-hospital
----------auctioneer
barber and beauty shops
bindery
----------cabinet-maker
----------frozen-food-locker
drapery service
dry cleaning
laundry
linen-supply-and-industrial-laundry
----------packing-and-crating
rug cleaning
taxidermist
----------tool-sharpening
----------repair-service-
----------armature-rewinding
----------auto-repair
----------auto-wash
----------electrical-repair-service
----------furniture
----------mattresses
----------motors
radio and television repair
shoe
tailoring
----------reupholstery
----------rug-repair

Unit-18---Gasoline-Service-Stations-and-Drive-In-Restaurants

------gasoline-service-stations-and-drive-in-restaurants-can-be significantly-objectionable-to-nearby-uses,-so,-therefore,-have been-allowed-only-in-districts-where-necessary-to-provide-this use.

-----included:

------gasoline-service-station
------self-service-auto-wash-in-conjunction-with-
----------a-gasoline-service-station
------drive-in-restaurant

Unit-19--Commercial-Recreation

------commercial-amusements-which-ordinarily-do-not-require-large sites-and-often-seek-location-in-or-near-developed-commercial areas.

~~-----included:~~

~~------billiard-and-pool-parlor~~
~~------bowling-alley~~
~~------domino~~
~~------slot-car-track~~
~~------skating-rink~~
~~------penny-arcade~~
~~------indoor-theater~~

~~Unit-20---Commercial-Recreation,-Large-Sites~~

~~------commercial-recreation-facilities-which-are-usually conducted-out-of-doors,-on-large-sites,-and-in-undeveloped, outlying-parts-of-the-city.--uses-in-the-unit-have-an-adverse effect-on-certain-other-uses,-in-that-they-are-often-noisy-and are-large-traffic-generators.~~

~~-----included:~~

~~------amusement-park~~
~~------drag-strip~~
~~------drive-in-theater~~
~~------fairgrounds~~
~~------fishing-dock~~
~~------go-cart-track~~
~~------golf-range~~
~~------miniature-golf~~
~~------race-track~~

~~Unit-24---Outdoor-Advertising~~

~~------consists-of-outdoor-advertising-signs-(billboards)-on-which space-is-leased-or-rented-by-the-owners-thereof-to-others-for-the purpose-of-conveying-a-commercial-or-noncommercial-message.- outdoor-advertising-is-set-forth-as-a-single-use-unit-in-order-to provide-maximum-control-over-the-location-of-outdoor-advertising signs.~~

* NOTE: It is our understanding that Use Unit 25 is also an allowed use in a C-2 zoning district.

Unit 25 - Professional Offices

-small professional offices that are compatible with medium and high density residential areas.

includes:

-office for no more than four doctors
-office for no more than four dentists
-insurance sales

-studio for teaching any of the fine or liberal arts
-photography studio
-welfare agencies
-architect
-engineer
-attorney
-accountant
-business or management consultant
-realtor
-broker
-interior decorator
-veterinary small animal out-patient clinic

CONDITIONAL USES:

Unit 2 - City Wide Uses by Conditional Use Permit

-uses which may be conducted anywhere in the territorial jurisdiction, but which can be objectionable to nearby uses and are therefore permitted subject to conditional use permits in all district.

includes:

-public and private facilities:
antique shop
~~airport, flying fields and heliport~~
bed and breakfast facilities
campground
plant nursery
~~sewage disposal facility~~
~~solid waste disposal facility~~
~~water recreation area~~

-temporary facilities:

~~carnival, circus and tent revival~~
~~construction facility~~
real estate sales office located at a specific location in an underdeveloped or partially developed subdivision and operated for the purpose of developing said subdivision
~~sanitary landfill area~~

Unit 3 - Public Protection and Utility Facilities

-primarily of public protection and utility equipment which a) is ordinarily not located in the street right-of-way and can be significantly objectionable to nearby residential, commercial, and light industrial uses, and

b) have requirements for specific locations or are needed to serve residential neighborhood or other local areas, and
c) are, therefore, permitted only on review.

includes:

-facilities of public service corporation
electric-regulating-station
----------pressure-control-station
----------transmitting-station-or-tower,-radio,-telegraph,--telephone,-television
------other-utility-and-protective-facilities
----------airway-beacon
fire protection
police protection
----------public-utility-maintenance-building,-warehouse,-or-storage-building-
----------water-pipeline-rights-of-way,-treatment-plant,-water-storage-facility
----------railroad-rights-of-way-communication-and-utility--transmission-line-rights-of-way

* NOTE: the above restricted uses are applicable to above ground facilities, not those located below the ground.

Unit 21 - Warehousing and Wholesale

-includes warehousing, wholesaling and trucking of the type which is usually located to serve the central business district and is easily served by rail and highway transportation.

includes:

-warehouses
------wholesale-establishments
------trucking-establishments
------building-material-establishments
----------air-conditioning
----------building-materials
----------electrical-supply
----------glass
----------heating-equipment
----------lumber
----------paint
----------plumbing-supplies
----------wall-paper
------fuel-and-ice-establishments
----------bottled-gas
----------fuel-dealer
----------fuel-oil
----------ice-house
------monument,-including-processing

------vending-machines
------service-establishments:
----------disinfecting-and-exterminating-services
----------janitorial-services
----------window-cleaning-service
------contract-construction-service:
----------air-conditioning
----------building-construction
----------carpentry
----------cesspool-cleaning
----------concrete
decorating
electrical
----------furnace-cleaning
----------heating
----------heavy-construction
----------masonry
----------oil-well-drilling
----------painting
paper hanging
----------plastering
----------plumbing
----------roofing
----------sheet-metal
----------stonework
----------tile-setting
----------water-well-drilling
----------housing-for-caretakers---

Unit-28---Center-for-Collecting-Recyclable-Materials

DEVELOPERS:
NANCHAR INC. AND MARJORIE S. BROOKS

BY: Melvin Milholland
Signature for "Developers"

MELVIN L. MILHOLLAND
Print Name

PROJECT ENGINEER
Title

205 W. CENTER, FAYETTEVILLE
Address

501-443-4724
Phone Number

RESIDENTS:

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Signature

CHARLES O. DAVIS
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AR. R.L.S. NO. 648
AR. P.E. NO. 3825
OKLA. P.E. NO. 10740
OKLA. R.L.S. NO. 1038

October 31, 1995

CITY OF FAYETTEVILLE
PLANNING DEPARTMENT
ATTN: ALETT LITTLE, DIRECTOR
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

RE: AMENDED BILL OF ASSURANCES
C-1 REZONING R95-25
NANCHAR, INC. AND MARJORIE S. BROOKS, OWNERS

Dear Alett,

On July 7, 1995, the "RESIDENTS" of CENTERBROOK SUBDIVISION and the "LAND OWNERS", NANCHAR, INC. And MARJORIE S. BROOKS, entered into an agreement, or a Bill of Assurances, relative to the rezoning request by the LAND OWNERS to restrict certain uses in the units allowed in the C-2 zoning requested by the LAND OWNERS. The lands within this agreement were adjacent to the said subdivision boundary. This was accomplished in the form of striking out undesired uses in each UNIT as depicted in Exhibit "A" of said agreement. The C-2 UNITS that were listed in said agreement are as follows:

<u>USES PERMITTED</u>:

UNIT 1 - City-Wide Uses by Right

UNIT 4 - Cultural and Recreational Facilities

UNIT 12 - Offices, Studios and Related Services

UNIT 13 - Eating Places (Total Unit Stricken)

UNIT 14 - Hotel, Motel and Amusement Facilities (Total Unit Stricken)

UNIT 15 - Neighborhood Shopping Goods

UNIT 16 - Shopping Goods

UNIT 17 - Trades and Services

UNIT 18 - Gasoline Service Stations and Drive-In Restaurants (Total Unit Stricken)

UNIT 19 - Commercial Recreation (Total Unit Stricken)

UNIT 20 - Commercial Recreation, Large Sites (Total Unit Stricken)

UNIT 24 - Outdoor Advertising (Total Unit Stricken)

UNIT 25 - Professional Offices (Not Allowed by C-2 Zoning but recommended by Residents)

USES PERMISSIBLE ON APPEAL TO THE PLANNING COMMISSION:

UNIT 2 - City-Wide Uses by Conditional Use Permit

UNIT 3 - Public Protection and Utility Facilities

UNIT 21 - Warehousing and Wholesale

UNIT 28 - Center for Collecting Recyclable Materials (Total Unit Stricken)

The Planning Commission Recommended the lands adjacent to said CENTERBROOK SUBDIVISION to be rezoned C-1, instead of C-2. The Residents have requested and the LAND OWNERS respectfully concurred with their request to use the same restrictions on Uses in Units allowed in C-1 that were also allowed in C-2, which are the following:

USES PERMITTED:

UNIT 1 - City-Wide Uses by Right

UNIT 12 - Offices, Studios and Related Services

UNIT 13 - Eating Places (Total Unit Stricken)

UNIT 15 - Neighborhood Shopping Goods

UNIT 18 - Gasoline Service Stations and Drive-In Restaurants (Total Unit Stricken)

UNIT 25 - Professional Offices

USES PERMISSIBLE ON APPEAL TO THE PLANNING COMMISSION:

UNIT 2 - City-Wide Uses by Conditional Use Permit

UNIT 3 - Public Protection and Utility Facilities

UNIT 4 - Cultural and Recreational Facilities

All other parts of said agreement shall remain the same.

Please accept this as the LAND OWNERS and the RESIDENTS request to AMEND their agreement, or Bill of Assurances, as stated above.

Respectfully submitted,

LAND OWNERS: NANCHAR, INC. AND MARJORIE S. BROOKS:

by: _____
Melvin L. Milholland, P.E. for LAND OWNERS

cc: file
Charles Davis for RESIDENTS

PROPOSED USE UNIT RESTRICTIONS IF THE CITY COUNCIL RECOMMENDS IN FAVOR.

161.18 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
~~Unit 5~~	~~Government Facilities~~
Unit 13	Eating places
Unit 15	Neighborhood shopping
~~Unit 18~~	~~Gasoline service stations and drive-in/drive through restaurants~~
Unit 25	Offices, studios, and related services
~~Unit 44~~	~~Cottage Housing Development~~
~~Unit 45~~	~~Small scale production~~

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
~~Unit 16~~	~~Shopping goods~~
~~Unit 34~~	~~Liquor stores~~
Unit 35	Outdoor music establishments*
~~Unit 36~~	~~Wireless communications facilities*~~
~~Unit 40~~	~~Sidewalk Cafes~~
~~Unit 42~~	~~Clean technologies~~

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	10 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	56 ft.*

*Any building which exceeds the height of 20 feet shall be setback from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 162: USE UNITS

162.01 ESTABLISHMENT/LISTING 3

162.02 INTERPRETATION 7

162.03 CONDITIONS OF USE 7

162.04 ENCLOSURE OF USES 7

162.05-162.99 RESERVED 7

CHAPTER 162: USE UNITS

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern. The asterisk (*) next to a specific use indicates that the use has special conditions as required by Chapter 163, Use Conditions and Chapter 164 Supplemental Regulations.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
~~Unit 5~~	~~Government facilities~~
~~Unit 6~~	~~Agriculture~~
~~Unit 7~~	~~Animal husbandry~~
~~Unit 8~~	~~Single-family dwellings~~
~~Unit 9~~	~~Two-family dwellings~~
~~Unit 10~~	~~Three-family dwellings~~
~~Unit 11~~	~~Manufactured home park~~
~~Unit 12~~	~~Limited business~~
Unit 13	Eating places
~~Unit 14~~	~~Hotel, motel and amusement facilities~~
Unit 15	Neighborhood shopping goods
~~Unit 16~~	~~Shopping goods~~
~~Unit 17~~	~~Transportation Trades and services~~
~~Unit 18~~	~~Gasoline service stations and drive-in/drive through restaurants~~
~~Unit 19~~	~~Commercial recreation, small sites~~
~~Unit 20~~	~~Commercial recreation, large sites~~
~~Unit 21~~	~~Warehousing and wholesale~~
~~Unit 22~~	~~Manufacturing~~
~~Unit 23~~	~~Heavy industrial~~
~~Unit 24~~	~~Home occupation~~
Unit 25	Offices, studios, and related services
~~Unit 26~~	~~Multi-family dwellings~~
~~Unit 27~~	~~Wholesale bulk petroleum storage facilities with underground storage tanks~~
~~Unit 28~~	~~Center for collecting recyclable materials~~
~~Unit 29~~	~~Dance halls~~
~~Unit 30~~	~~Extractive uses~~
~~Unit 31~~	~~Facilities emitting odors & facilities handling explosives~~
~~Unit 32~~	~~Sexually oriented business~~
~~Unit 33~~	~~Adult live entertainment club or bar~~
~~Unit 34~~	~~Liquor stores~~
Unit 35	Outdoor music establishments
~~Unit 36~~	~~Wireless communications facilities~~
~~Unit 37~~	~~Manufactured homes~~
~~Unit 38~~	~~Mini-storage units~~
~~Unit 39~~	~~Auto salvage and junk yards~~
~~Unit 40~~	~~Sidewalk Cafes~~
~~Unit 41~~	~~Accessory dwellings~~
~~Unit 42~~	~~Clean technologies~~
~~Unit 43~~	~~Animal boarding and training~~
~~Unit 44~~	~~Cottage Housing Development~~
~~Unit 45~~	~~Small scale production~~

(A) *Unit 1. City-wide uses by right.*

(1) *Description.* Unit 1 consists of public uses, essential services, agricultural uses, open land uses, and similar uses which are subject to other public controls or which do not have significantly adverse effects on other permitted uses and are, therefore, permitted as uses of right in all districts.

(2) *Included uses.* Public facilities of the types embraced within the recommendations of the Comprehensive Land Use Plan.

Agricultural, forestry, and fishery:	•Field crop farms •Fishery •Forest •Fruit, tree, and vegetable farm
Essential services located in public right-of-way:	•Fire alarm box •Fire hydrant •Passenger stop for bus •Police alarm box •Sidewalk •Street, highway, and other thoroughfare •Street signs, traffic signs, and signals •Utility mainline, local transformer and station, and similar facilities customarily located in public right-of-way
Recreation and related use:	•Arboretum •Historical marker •Park area •Parkway •Wildlife preserve
Water facilities:	•Reservoir, open •Watershed •Conservation or flood control project

(B) *Unit 2. City-wide uses by conditional use permit.*

(1) *Description.* Unit 2 consists of uses which may be conducted anywhere in the territorial jurisdiction, but which can be objectionable to nearby uses and are therefore permitted subject to conditional use permits in all districts.

(2) *Included uses.*

Public and private facilities:	• Airport, flying fields and heliport • Bed and breakfast facilities* • Campground • Community Recycling Drop-off Facility • Landscape contracting business

	• Plant nursery • RV sewage disposal facility • Solid waste disposal facility • Water recreation area
Temporary facilities:	• Carnival, circus, and tent revival* • Commercial facilities • Real estate sales office (located at a specific location in an underdeveloped subdivision and operated for the purpose of developing said subdivision) • School and church facility

(C) *Unit 3. Public protection and utility facilities.*

(1) *Description.* Unit 3 consists primarily of public protection and utility equipment which:

(a) Is ordinarily not located in the street right-of-way and can be significantly objectionable to nearby residential, commercial, and light industrial uses;

(b) Have requirements for specific locations or are needed to serve residential neighborhood or local areas; and

(c) Are, therefore, permitted only on review.

(2) *Included uses.*

Facilities of Public Service Corporations:	•Electric regulating station •Pressure control station •Transmission station for tower, radio, telegraph, telephone, television
Other utility and protective facilities:	•Airway beacon •Public utility maintenance building, warehouse, or storage building •Water pipeline rights-of-way, sewer or water treatment plant, water storage facility
Railroad rights-of-way	
Communications and utility transmission line rights-of-way	

(D) *Unit 4 Cultural and recreational facilities.*

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included uses.*

Auditorium, ~~stadium~~	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College ~~or university~~	
Community center	
Crematorium	
~~Dormitory~~	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
~~Private club or lodge~~	
School:	•Elementary •Junior High •Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

Cross-reference(s)--Parking and Loading, Ch. 172.

~~(E) *Unit 5. Government facilities.*~~

~~(1) *Description.* Unit 5 consists of the main facilities of government agencies.~~

~~(2) *Included uses.*~~

~~City or county jail~~
~~Courts of law~~
~~Fire station~~
~~Governmental agencies and offices~~
~~Library~~
~~Police station~~
~~Post office~~
~~Detention Home~~

(M) *Unit 13. Eating places.*

(1) *Description.* Unit 13 is established that eating places, excluding drive-ins and those that provide dancing and entertainment, can be located as needed without necessarily introducing other commercial uses.

(2) *Included uses.*

Eating places, other than drive-ins, which do not provide dancing or entertainment
Restaurants
Café's

(O) *Unit 15. Neighborhood shopping goods.*

(1) *Description.* Unit 15 includes a variety of frequently purchased commercial goods, where convenience of location is more

important than comparative shopping. These uses are grouped in limited areas while prohibiting all others not necessary near the residential districts. All uses classified under Use Unit 15 must be within a building containing 25,000 square feet or less.

(2) *Included uses.*

Personal services	•Barber/Salon •Dry cleaning ~~•Laundry facility~~ •Tailoring
Retail	•Apparel and accessory •Bakery, pastry shops •Bicycle shop •Bookstores •Coffee shop •Delicatessen •Drugstore •Electronics •Florists •Food specialty stores •Furniture and Home Decor ~~•Grocery~~ •Hardware store •Health food store •Hobby/craft shop •Ice cream •Jewelry/watch sales and repair •Meat market •Music instruments •News and magazine stand •Optical goods •Pet shop •Photography Studio •Picture framing •Shoe store •Sporting goods •Stationary store •Toy store •Video rental
~~Vehicular Sales (interior display only)~~	~~•Automobile~~ ~~•ATV/Motorcycle~~ ~~•Boat/Personal Watercraft (PWC)~~

~~(R) *Unit 18.* Gasoline service stations and drive-in/drive through restaurants~~

~~(1) *Description.* Gasoline service stations and drive-in restaurants can be significantly objectionable to nearby uses, so, therefore, have been allowed only in districts where necessary to provide this use.~~

~~(2) *Included uses.*~~

~~Gasoline service station *~~
~~Self-service auto wash (in conjunction with a gasoline service station) *~~
~~Drive-in /drive through restaurant *~~

(Y) *Unit 25. Offices, studios and related services.*

(1) *Description.* Unit 25 consists of offices, studios, medical and dental labs, and other supporting services and sales.

(2) *Included uses.*

Medical Clinic:	• Dental office/clinic • Medical office/clinic
Professional office:	• Accountant • Architect • Attorney • Broker • Engineer • Realtor
Sale of supplies and equipment	• Architecture, drafting, and art supplies • Office furnishings and supplies • Medical, optical, and dental supplies • Scientific instruments
Services:	• Advertising agency • Animal daycare (10 animals or less) • Auto parking garage • Bail bonding agency • Business or management consultant • Computing service • Consultant • Data processing service • Drafting service • Employment agency • Financial institution • Funeral home • Insurance sales • Interior decorator • Photocopying or printing • Social and welfare agencies • Travel agency • Veterinary small animal out-patient clinic
Studios:	• Artist's studio • Photography studio • Studio for teaching any of the fine or liberal arts

(II) *Unit 35. Outdoor music establishments.* *

(1) *Description.* Unit 35 includes any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified

or loud music is played that could be audible at nearby residences or businesses.

(2) *Included uses.*

Outdoor music establishments *

~~(JJ) *Unit 36. Wireless Telecommunications Facilities.*~~

~~(1) *Description.* A land use facility that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications.~~

~~(2) *Included uses.*~~

~~Wireless telecommunications facilities *~~	~~Antennas~~ ~~Accessory buildings~~ ~~Accessory development~~ ~~Cellular towers~~ ~~Horns~~ ~~Microwave dishes~~ ~~Monopoles~~

~~(NN) *Unit 40. Sidewalk Cafes.*~~

~~(1) *Description.* Unit 40 is provided in order that sidewalk cafes may be located in appropriate commercial areas.~~

~~(2) *Included uses.*~~

Unit 42. Clean technologies	All uses within Unit 42 are permitted with a maximum gross floor area of 5,000 square feet
Microbrewery; microwinery; microdistillery	Maximum gross floor area of 10,000 square feet for the manufacturing portion of the facility and production of less than 15,000 barrels per year
Boutique/specialty manufacturing (maximum gross floor area of 5,000 square feet)	•Specialty food manufacturers with or without a retail store front •Coffee roasting facility •Other specialty manufacturers that have minimal impacts to adjoining properties compared with what is typically generated by similar uses within the designated zoning district, as determined by the Zoning and Development Administrator

~~Sidewalk Cafes~~

~~(PP) *Unit 42 Clean Technologies*~~

~~(1) *Description.* Unit 42 consists of uses that fabricate or produce goods and services that greatly reduce or eliminate negative environmental impacts, create new technologies or improve the productive and responsible use of natural resources.~~

~~Alternative Energy Fabrication and Storage Components:~~	~~•Wind~~ ~~•Solar~~ ~~•Fuel cells~~ ~~•Batteries~~ ~~•Hybrid systems~~
~~Fabrication or Production of Materials:~~	~~•Nano Technologies~~ ~~•Solar panels~~ ~~•Computer components, such as microchips~~ ~~•Advanced packaging~~
~~Research and Development:~~	~~•Monitoring and control systems~~ ~~•Energy infrastructure management~~ ~~•Energy efficiency management~~ ~~•Materials and recycling management~~ ~~•Transportation logistics~~ ~~•Environmental cleanup and safety~~ ~~•Scientific or high tech research laboratories~~

~~*(RR) Unit 44. Cottage Housing Development.*~~

~~*(1) Description.* Unit 44 is provided in order that cottage housing developments are permitted by right in multi-family zoning districts and by Conditional Use Permit in single family zoning districts.~~

~~*(2) Included uses.*~~

~~Cottage Housing Developments~~

~~*(SS) Unit 45. Small scale production*~~

~~*(1) Description.* Unit 45 is provided in order that increased variety and flexibility of non-residential goods, services, and employment centers may be provided in close proximity to residences and commercial uses. These uses may have adverse impacts because of high traffic, delivery vehicles, noise, or odors and may pose compatibility issues if they are not limited in size.~~

~~*(2) Included uses*~~

(Code 1965, App. A., Art. 6 (A), (F); Ord. No. 329, 10-1-85; Ord. No. 3165, 2-4-86; Ord. No. 3341, 3-15-88; Ord. No. 1747, 6-29-70; Code 1991, §§118.01, 160.055; Ord. No. 3546, 4-19-91; Ord. No. 3792, §§2, 3, 5-17-94; Ord. No. 3870, §1 (Ex. A), 2-21-95; Ord. No. 3909, §1, 7-18-95; Ord. No. 3971, §§3, 4, 5-21-96; Ord. No. 4024, §3, 3-18-97; Ord. No. 4034, §§1, 2, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4376, §5 (Ex. E), §6 (Ex. F), 3-5-02; Ord. No.

4423, §1 (Ex. A), 10-02-02, Ord. 4728, 7-19-05; Ord. 4913, 8-15-06; Ord. No. 4919, 09-05-06; Ord. 4930, 10-03-06; Ord. 4946, 11-21-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5203, 12-2-08; Ord. 5195, 11-6-08; Ord. 5226, 3-3-09; Ord. 5238, 5-5-09; Ord. 5312, 4-20-10; Ord. 5312, 4-20-10; Ord. 5338, 8-3-10; Ord. 5339, 8-3-10; Ord. 5352, 9-7-10; Ord. 5462, 12-6-11, Ord. 5668, 3-18-14; Ord. 5735, 1-20-15; Ord. 5772, 5-19-15)

Cross reference(s)--Use Conditions, Ch. 163; Supplementary District Regulations, Ch. 164.

162.02 Interpretation

(A) In each use unit division, permitted uses are set forth in the division entitled "Included uses." In the event of a conflict between such divisions and the "description" divisions, the former shall prevail.

(B) In any case where there is a question as to whether or not a particular use is included in a particular use unit, the Zoning and Development Administrator shall decide. A use shall not be interpreted as being in any use unit if it is specifically listed in another unit in this chapter.

(Code 1965, App. A., Art. 6(B); Ord. No. 1747, 6-29-70; Ord. No. 2181, 1-6-76; Code 1991, §160.056; Ord. No. 4100, §2 (Ex. A), 6-16-98)

162.03 Conditions Of Use

(A) A use shall be subject to the provisions of the district in which the use is permitted. Certain uses shall be subject to additional conditions set forth separately herein. Reference will be made in the chapter to conditions applicable to a particular use in the unit where the use is listed.

(B) Uses which are permitted both as principal and accessory uses shall be subject to the conditions set forth for the use as a principal use.

(Code 1965, App. A., Art. 6 (C); Ord. No. 1747, 6-29-70; Code 1991, §160.057; Ord. No. 4034, §6, 4-14-97; Ord. No. 4100, §2 (Ex. A) 6-16-98)

162.04 Enclosure Of Uses

Where so specified in a use unit listing, a use shall be operated only within a fully enclosed structure. The excepting of certain districts from this requirement with respect to certain uses does not indicate that such uses are necessarily permitted in such districts. In districts where enclosure of use is required, accessory off-street parking and loading shall be exempted from this enclosure requirement.

(Code 1965, App. A., Art. 6 (E); Ord. No. 1747, 6-29-70; Code 1991, §160.059; Ord. No. 4100, §2 (Ex. A), 6-16-98)

162.05-162.99 Reserved

Bates & Associates, Inc.
Civil Engineering · Land Surveying · Landscape Architecture
7230 Pleasant Ridge Dr. / Fayetteville, AR 72704
PH: 479-442-9350 * FAX: 479-521-9350

September 2, 2015

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RE: JJ's Beer Garden & Brewery – ordinance #3936

Dear City Staff,

The owners of JJ's Grill and Brewing Company would like to amend the Bill of Assurance approved with the rezoning of the property back in 1995 and remove the restrictions to Lot 6 and allow eating places.

There was an agreement between the neighbors and the developers that eating places would not be allowed on the lots adjacent to the subdivision. However, this lot has been split and the JJ's property would not be adjacent to the subdivision.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely

Bates & Associates, Inc.

Evan Niehues, RLA

PROPERTY LINE ADJUSTMENT

TOTAL ACREAGE
PARCEL #765-22235-000
PARCEL #765-22234-000
6.31 ACRES

WEST VAN ASCHE DRIVE
ASPHALT WIDTH VARIES - 110' R/W

NORTHSTELLE BOULEVARD
ASPHALT 36' R/W

POB
PREVIOUS &
ADJUSTED
#765-22235-000
POC
PREVIOUS &
ADJUSTED
#765-22234-000

PARCEL #765-22235-000
1.95 ACRES +/- (PREVIOUS)
2.24 ACRES +/- (ADJUSTED)

EXISTING
BUILDING

POB
ADJUSTED
#765-22234-000

POB
PREVIOUS &
ADJUSTED
#765-22234-000

PARCEL #765-22234-000
4.37 ACRES +/- (PREVIOUS)
4.08 ACRES +/- (ADJUSTED)

20' DRAINAGE EASEMENT (2006-4320)

125' A.F. (2006-4320)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00	78.17	70.45	S 42°16'08" E	89°34'55"

LINE	BEARING	DISTANCE
L1	N 87°13'39" W	5.51'

ADJACENT LAND OWNERS

1 SCALA COURT RETAIL REALTY LLC
4317 W KIEHL AVE #100
FAYETTEVILLE, AR 72703
ZONING DISTRICT C-2
765-22453-000

2 STELLE CROSSING INVESTMENT LLC
PO BOX 3540
LITTLE ROCK, AR 72221
ZONING DISTRICT C-2
765-22232-000

3 IRWIN REAL ESTATE INVESTMENTS LLC
EMB PROPERTIES LLC
COBBS INVESTMENTS LLC
1401 CENTRAL AVE, STE 201
LITTLE ROCK, AR 72211
ZONING DISTRICT C-2
765-22236-000

4 STELLE CROSSING INVESTMENTS IRF LLC
DAVIS STELLE CROSSING
1401 CENTRAL AVE, STE 201
LITTLE ROCK, AR 72211
ZONING DISTRICT C-2
765-22237-000

5 EN LLC
3608 N STELLE BLVD
FAYETTEVILLE, AR 72703
ZONING DISTRICT C-2
765-22237-002

6 EN LLC
3608 N STELLE BLVD
FAYETTEVILLE, AR 72703
ZONING DISTRICT C-2
765-22236-001

7 CASCADE CORPORATION
PROPERTY DEVELOPMENT
3600 SOUTH BARRY RD
PANTEGO, TX 76013-3651
ZONING DISTRICT C-2
765-22234-000

8 MSB PROPERTIES & NANCI MUNN INC
ATTN: MARJORIE S BROOKS
PO BOX 4300
FAYETTEVILLE, AR 72203
ZONING DISTRICT C-2
765-22234-000

9 STELLE CROSSING INVESTMENTS LLC
CATOLE MANAGEMENT CORPORATION
250 WHITE PLAINS RD
TARRYTOWN, NY 10591
ZONING DISTRICT C-2
765-22234-001

10 LEIGH ENTERPRISES LLC
ATTN: LEIGH ANN MCCURDY
1515 E. REDWOOD DRIVE
FAYETTEVILLE, AR 72703
ZONING DISTRICT C-4
765-01669-000

11 HOLLOWELL, JOHN W
3524 N NORTHWOOD AVE
FAYETTEVILLE, AR 72703-5703
ZONING DISTRICT RSF-4
765-01690-000

12 FRANKLIN, ROBERT D
3512 N NORTHWOOD AVE
FAYETTEVILLE, AR 72703-5703
ZONING DISTRICT RSF-4
765-01691-000

13 WILLIAMS, CONE JUDY
3544 N NORTHWOOD AVE
FAYETTEVILLE, AR 72703-5703
ZONING DISTRICT RSF-4
765-01692-000

14 CARMICHAEL, JONATHAN A
3556 N NORTHWOOD AVE
FAYETTEVILLE, AR 72703
ZONING DISTRICT RSF-4

0' 50' 100' 150'
GRAPHIC SCALE (IN FEET)
1 INCH = 50 FT.

STATE REGISTERED MEMBER
Stephen W. Bates

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 28th DAY OF JULY, 2015

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1642
SIGNATURE
STEPHEN W. BATES

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE

PLAT BOOK
PAGE

OWNER
MSB PROPERTIES &
NANCI MUNN INC
ATTN
MARJORIE S BROOKS
PO BOX 4300
FAYETTEVILLE, AR
72203

DEVELOPER
TBA LLC
3608 STELLE BLVD
FAYETTEVILLE, AR 72703
PHONE: (479) 935-2100

FIELD BOOK
PAGE

BASIS OF BEARING
LOT SPLIT OF LOT 6 OF THE CMN BUSINESS PARK II, PHASE I, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS AS RECORDED IN THE OFFICIAL OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS IN BOOK 2006 AT PAGE 4320

REFERENCE DOCUMENTS
1) LOT SPLIT OF LOT 6 OF THE CMN BUSINESS PARK II, PHASE I, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS RECORDED IN THE OFFICIAL OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS IN BOOK 2006 AT PAGE 4320
2) WARRANTY DEED FILED FOR RECORD IN BOOK 2002 AT PAGE 60157

NOTE
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT

FLOOD CERTIFICATION
NO LOCATION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" OR "SE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS
(FIRM PANEL #05143C0020H) PANEL 210
DATED 08/28/2008

PROPERTY ZONED
C-2

BUILDING SETBACKS
FRONT
W/ PARKING BETWEEN BUILDING & R/W 50'
W/ PARKING BEHIND BUILDING & R/W 25'
SIDE 0'
WHEN CONTIGUOUS TO A RES. DISTRICT 20'
REAR 20'

SURVEY DESCRIPTIONS

PREVIOUS PARCEL #765-22235-000
A PART OF LOT 6 OF THE CMN BUSINESS PARK II, PHASE I ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6A AND RUNNING THENCE S87°13'39"W 5.51' TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' FOR A CHORD BEARING AND DISTANCE OF S42°16'08"E 70.45'; THENCE S87°13'39"W 16.79'; THENCE N00°23'18"W 93.06'; THENCE N87°13'39"E 16.79'; THENCE S00°23'18"E 93.06' TO THE POINT OF BEGINNING CONTAINING 0.25 ACRES MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

ADJUSTED PARCEL #765-22235-000
A PART OF LOT 6 AND A PART OF LOT 6A OF THE CMN BUSINESS PARK II, PHASE I ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF LOT 6A AND RUNNING THENCE S87°13'39"W 5.51' TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00' FOR A CHORD BEARING AND DISTANCE OF S42°16'08"E 70.45'; THENCE S02°23'47"W 296.94'; THENCE S87°13'39"W 325.01'; THENCE N00°23'47"W 350.07' TO THE POINT OF BEGINNING CONTAINING 2.24 ACRES MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

PREVIOUS PARCEL #765-22234-000
A PART OF LOT 6 AND A PART OF LOT 6A OF THE CMN BUSINESS PARK II, PHASE I ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6A AND RUNNING THENCE S00°23'18"E 93.06' TO THE POINT OF BEGINNING; THENCE S87°13'39"W 16.79'; THENCE N00°23'18"W 93.06'; THENCE N87°13'39"E 16.79' TO THE POINT OF BEGINNING CONTAINING 0.04 ACRES MORE OR LESS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD

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VICINITY MAP

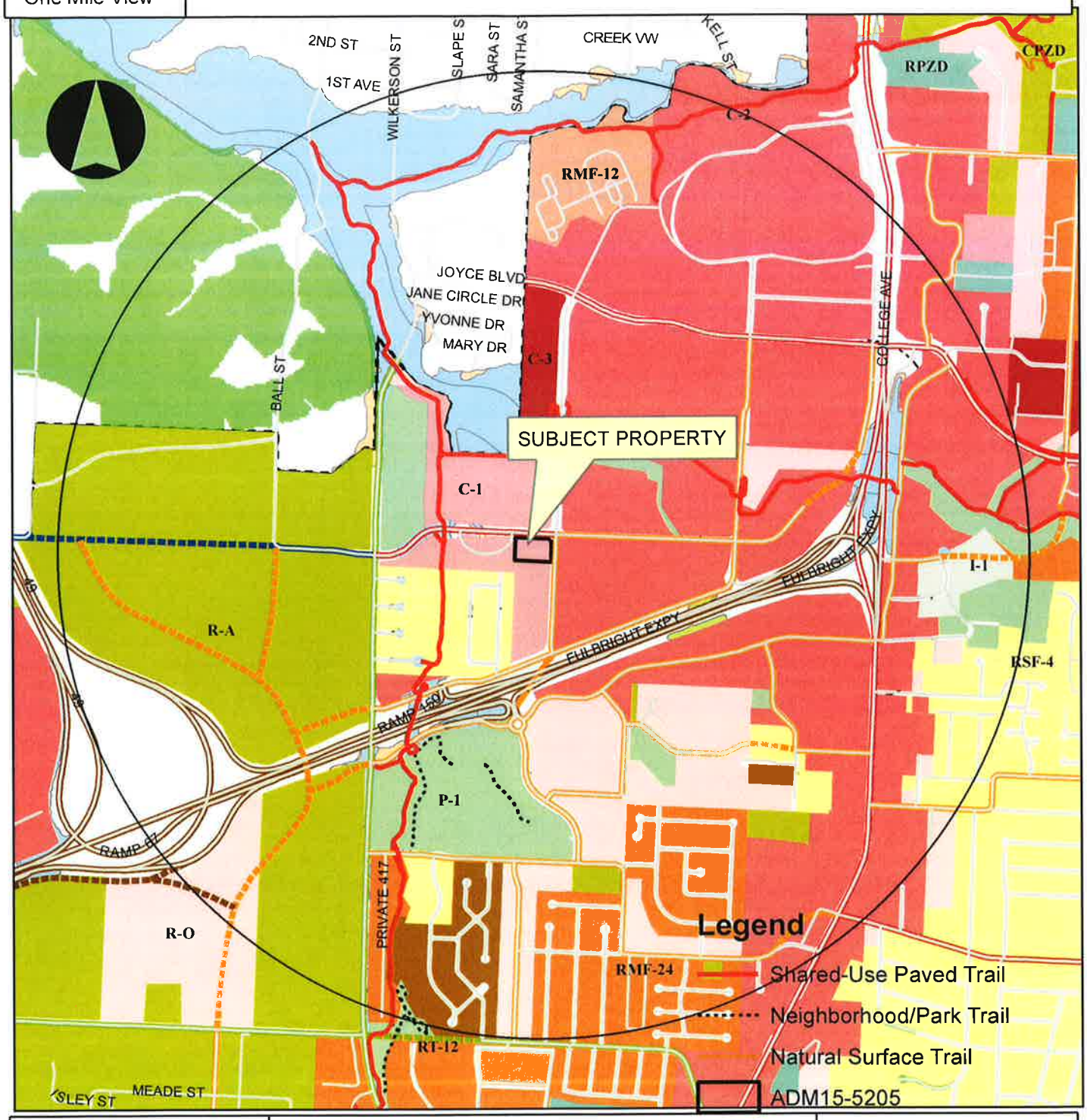
VICINITY MAP NOT TO SCALE

OWNER: MSB PROPERTIES & NANCI MUNN INC	Bates & Associates, Inc. Civil Engineering Land Surveying Landscape Architecture	LEGEND:	BEARING NUMBER DATE
ADDRESS: SOUTHEAST CORNER OF VAN ASCHE DRIVE & STELLE BLVD FAYETTEVILLE, ARKANSAS			
DATE: 06/17/2015 SCALE: 1"=50'			
LOCATION: SECTION 26 TOWNSHIP 17 NORTH RANGE 30 WEST	SURVEYED / DRAWN / REVIEWED		
15-19 #MINOR PLAT			

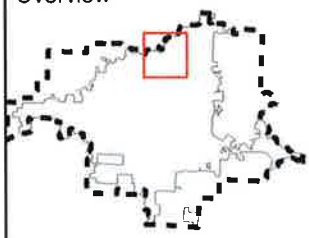
ADM15-5205

One Mile View

CMN BUSINESS PARK, LOT 6



Overview



Legend

Subject Property

Boundary

Hillside-Hilltop Overlay District

Design Overlay District

Planning Area

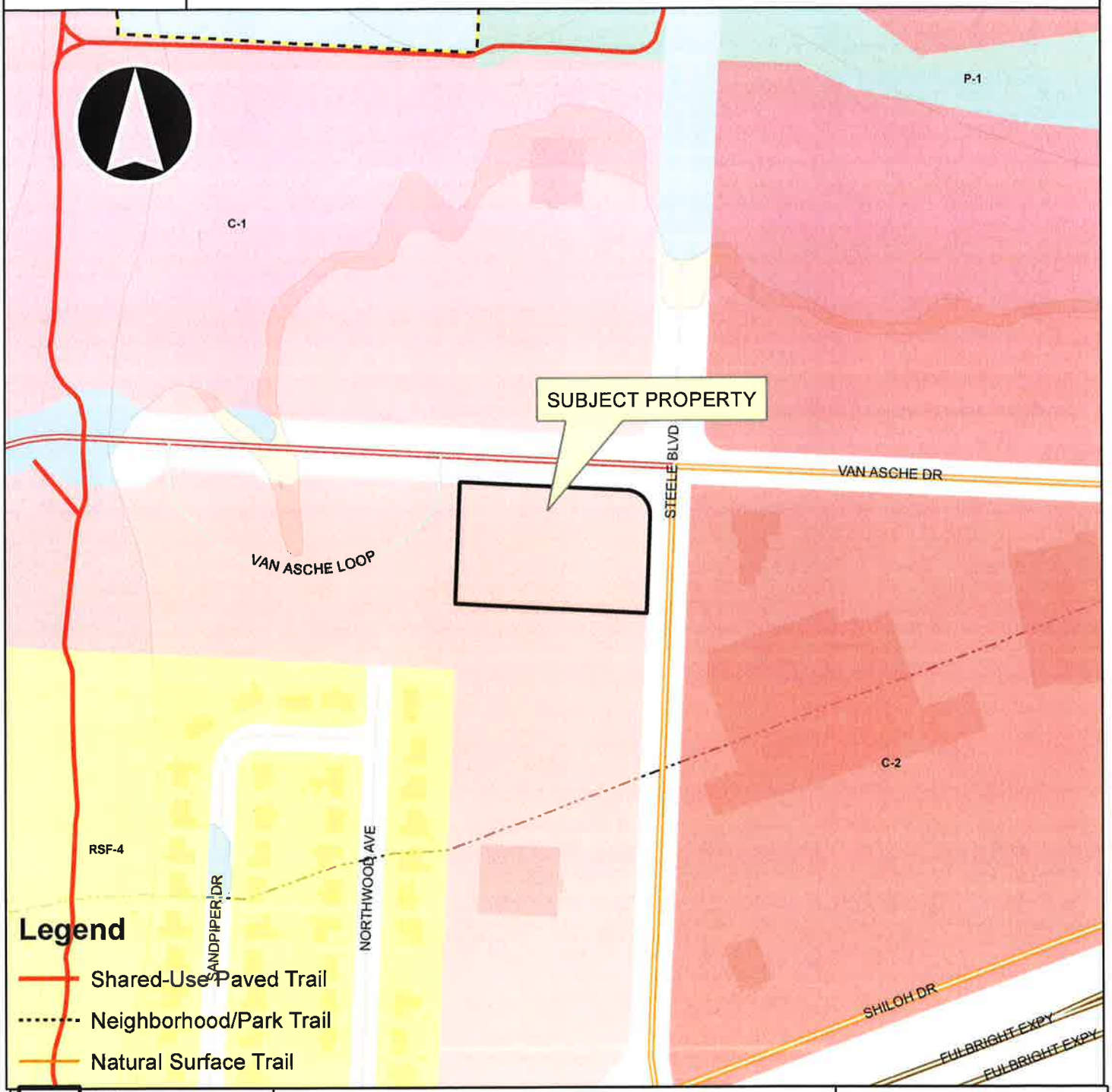
Fayetteville

0 0.25 0.5 1 Miles

ADM15-5205

Close Up View

CMN BUSINESS PARK, LOT 6



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail

Overview

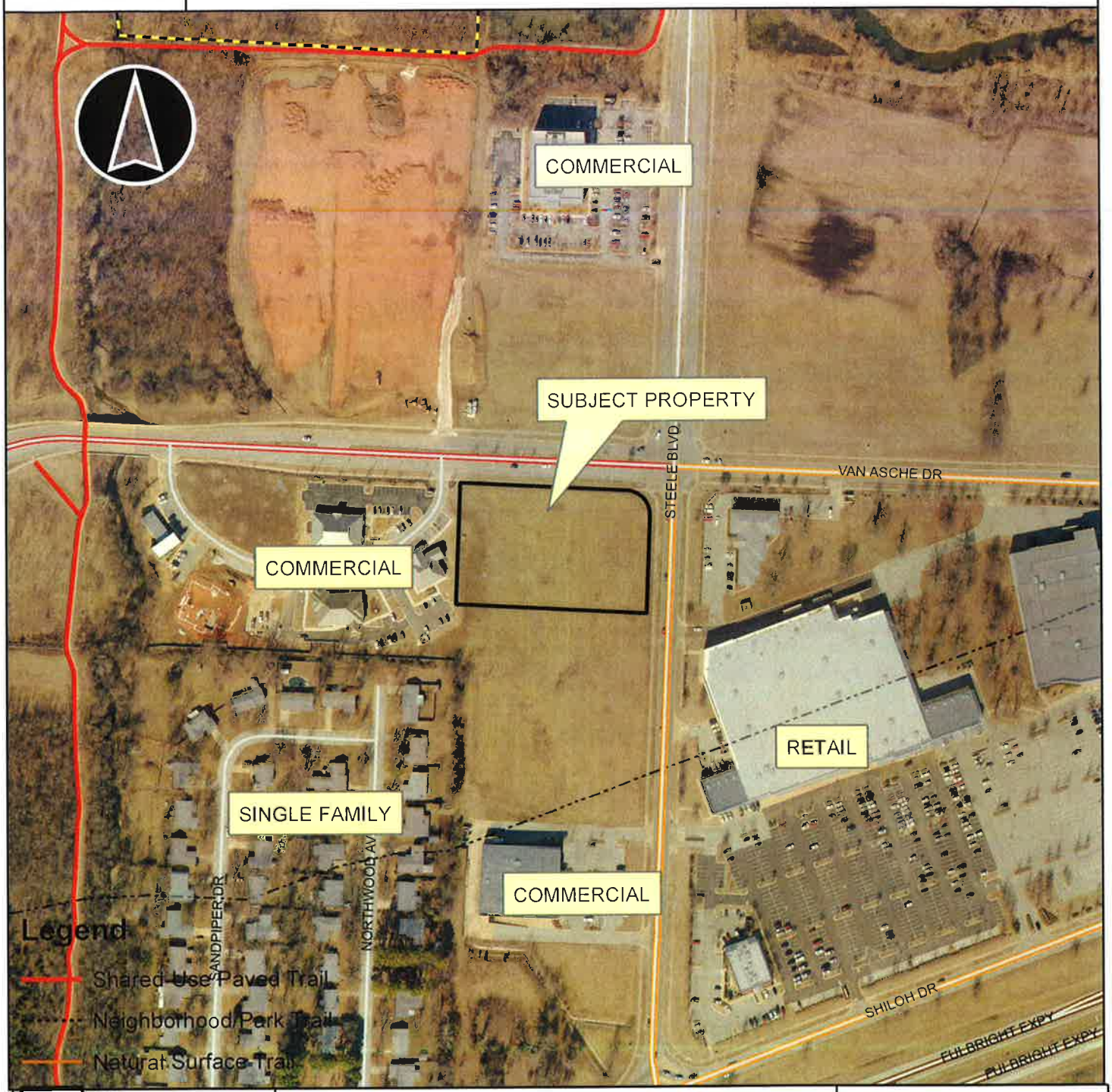
- ADM15-5205
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

ADM15-5205

Current Land Use

CMN BUSINESS PARK, LOT 6



Overview ADM15-5205

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

0 125 250 500 750 1,000 Feet

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0444

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 8

ANX 15-5181: (1620 S. ED EDWARDS RD./SALSBURY):

AN ORDINANCE TO ANNEX THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 15-5181 SUBMITTED BY CURTIS HOGUE FOR PROPERTY LOCATED AT 1620 S. ED EDWARDS ROAD CONTAINING APPROXIMATELY 0.83 ACRES

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

Section 1: That the City Council hereby confirms the annexation to the City of Fayetteville, Arkansas, of that property described in Exhibits A and Exhibit B attached hereto and made a part hereof.

Section 2: That the official map of the City of Fayetteville, Arkansas, is hereby amended to reflect the change provided in Section 1 above.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to assign the zoning designation of RSF-2, Single-Family Residential/2 Unit Per Acre to the subject property.

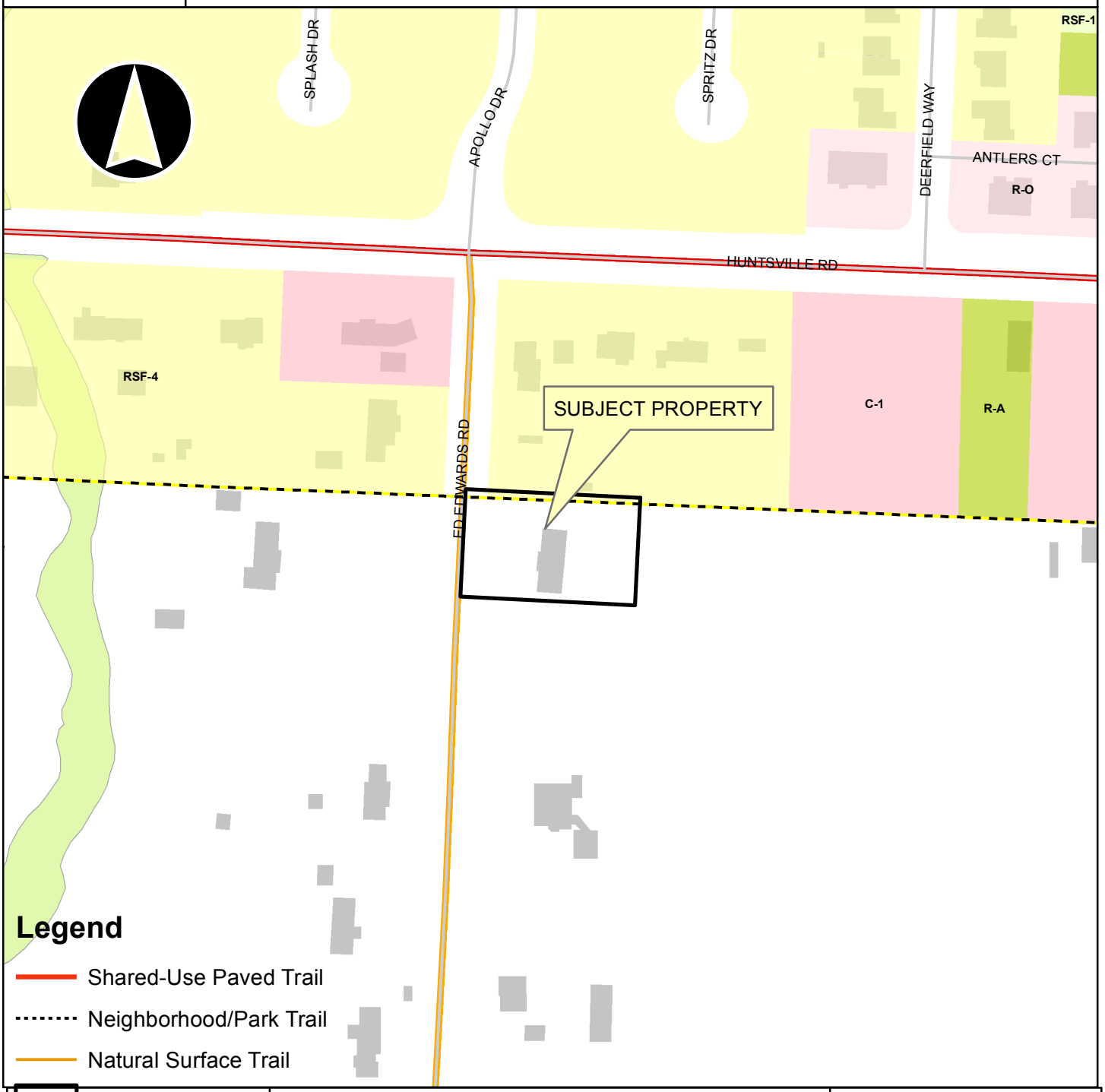
Section 4: That the above-described property is hereby assigned to Ward No. One.

15-5181
EXHIBIT 'A'

ANX15-5181

Close Up View

SALSBURY



Overview

- ANX15-5181
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

15-5181
EXHIBIT 'B'

That the legal description of the lands to be annexed is that property situated in Washington County, Arkansas, to wit:

> Part of the Northeast Quarter of the Southwest Quarter of Section 20, Township 16 North, Range 29 West, described as beginning at a corner post of a fence, which is 240 feet East and 447 feet South of the Northwest corner of said 40 acre tract, and running thence West 240 feet, thence North 147 feet, more or less, to the present city limit line of the City of Fayetteville, Arkansas, thence East with the present city limit line of said city 240 feet to a fence; thence South 147 feet, more or less, along a fence line to the point of beginning.

City of Fayetteville Staff Review Form

2015-0444

Legistar File ID

10/20/2015

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

Jeremy Pate	10/2/2015	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ANX 15-5181: ANNEXATION (1620 S. ED EDWARDS RD./SALSBURY, 610): Submitted by CURTIS HOGUE for property located at 1620 S. ED EDWARDS RD. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 0.83 acres. The request is for the property to be annexed into the City of Fayetteville and it is recommended that the property be zoned RSF-2, SINGLE-FAMILY RESIDENTIAL/2 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 OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Fayetteville City Council

FROM: Quin Thompson, Current Planner

THRU: Andrew Garner, City Planning Director

DATE: October 2, 2015

SUBJECT: ANX 15-5181: ANNEXATION (1620 S. ED EDWARDS RD./SALSBURY, 610): Submitted by CURTIS HOGUE for property located at 1620 S. ED EDWARDS RD. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 0.83 acres. The request is for the property to be annexed into the City of Fayetteville and it is recommended that the property be zoned RSF-2, SINGLE-FAMILY RESIDENTIAL/2 UNITS PER ACRE.

RECOMMENDATION:
The Planning Commission recommends approval of an ordinance to annex the property and assign a zoning of RSF-2, SINGLE-FAMILY RESIDENTIAL/2 UNITS PER ACRE. Staff did not support the annexation request, finding the expansion of the City limits extends the public services offered by the City (Fire, Police, trash and recycling, sanitary sewer) without significant benefit to the City.

BACKGROUND:
The subject property is located at 1620 S. Ed Edwards Road and contains approximately 0.83 acres (36,155 Square Feet) within unincorporated Washington County and immediately adjacent to the City of Fayetteville limits. The property is developed with a single-family home built in 1977 which is served by City of Fayetteville water. The reason stated for the annexation at this time is so that the property can be connected to public sewer.

The applicant's original request was for the property to be zoned R-A, Residential Agricultural, but the applicant has indicated that the Planning Commission recommended RSF-2 zone is acceptable.

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.

DISCUSSION:
On September 28, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 6-1-0.

BUDGET/STAFF IMPACT:
N/A

Attachments:
CC Ordinance
Exhibit A
Exhibit B
Planning Commission Staff Report

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew, Garner, City Planning Director

FROM: Quin Thompson, Current Planner
Corey Granderson, Staff Engineer

MEETING: ~~September 28, 2015~~ UPDATED ON 10/01/2015

SUBJECT: **ANX 15-5181: ANNEXATION (1620 S. ED EDWARDS RD./SALSBURY, 610):** Submitted by CURTIS HOGUE for property located at 1620 S. ED EDWARDS RD. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 0.83 acres. The request is for the property to be annexed into the City of Fayetteville with a zoning of R-A, RESIDENTIAL AGRICULTURE.

RECOMMENDATION:
Staff recommends the requested annexation be denied based on the findings included within this report.

BACKGROUND:
The subject property is located at 1620 S. Ed Edwards Road and contains approximately 0.83 acres (36,155 Square Feet) within unincorporated Washington County and immediately adjacent to the City of Fayetteville limits. The property is developed with a single-family home built in 1977 which is served by City of Fayetteville water. The home uses a septic system for waste water. 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, single-family residential
South	Single-Family Residential	Unincorporated Washington County
East	Undeveloped/agricultural	Unincorporated Washington County
West	Single-Family Residential	Unincorporated Washington County

Request: The request is to annex the property into the City of Fayetteville. The applicant has stated that the annexation is needed so that the property can be connected to City sewer. The order of annexation was signed by the county judge on July 6, 2015.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to Ed Edwards Road. Ed Edwards is an unimproved 2 lane road with existing drainage ditches along each side, and culverts at driveways. The approximate width of the road along the property frontage is 20 feet.

Water: A 4" diameter public water main is available along the frontage of the subject parcel on the east side of Ed Edwards Road.

Sewer: An 8" diameter public sewer main is available to the subject parcel. The sewer main is currently located on the west side of Ed Edwards Road, opposite the northwest corner of the property. Based on the size of existing mains, there should be adequate capacity for the current use of the property. If additional capacity is necessary for water or sewer to serve the property, it shall be the responsibility of the property owner, at the time of development.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This parcel does not lie within the 100-yr floodplain, nor would it be located within streamside protection areas, or the Hillside/Hilltop Overlay District if it were to be annexed.

Fire: This development will be protected by Ladder 3 located at 1050 S. Happy Hollow. It is 3.3 miles from the station with an anticipated response time of 6 minutes to the beginning of the development. The Fayetteville Fire Department response time goal for all development is 6 minutes or less. The Fire Department does not feel this development will affect our calls for service or our response times.

Police: The Fayetteville Police Department does not anticipate the proposed annexation at 1620 Ed Edwards Road will substantially affect traffic congestion and/or call load.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates this site as* ***Residential Neighborhood Area.*** These areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses.

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends denial of ANX 15-5181, finding that the proposed annexation is not justified, being a small parcel creating a peninsula that extends City service obligations for several divisions, including Fire, Police, Water, Sewer, and Trash and Recycling without benefit to the City.

Should the City Council choose to annex the property, staff would recommend that the property be rezoned from R-A, Residential-Agricultural to RSF-2, Residential Single-Family/2 units per

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: September 28, 2015	❒ **Tabled**	X❒ **Forwarded**	❒ **Denied**
Motion: CHESSER	**Second:** SELBY	**Vote:** 6-1-0, COOK VOTED 'NO'	
CITY COUNCIL ACTION:	**Required**	**YES**	
Date: October 2, 2015	❒ **Approved**	❒ **Denied**	

acre, a zone compatible with the single-family land use pattern in the area. The RSF-2 zoning is the lowest density zoning that would bring the existing property into zoning conformance.

MOTION TO FORWARD TO COUNCIL WITH A RECOMMENDATION FOR APPROVAL AND THT THE PROPERTY BE REZONED TO RSF-2, RESIDENTIAL SINGLE-FAMILY/2 UNITS PER ACRE.

CITY PLAN 2030 (Res. 116-11)
12.3.5 Annexation Guiding Policies

BOUNDARIES

12.3.5.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.

Finding: **The requested annexation will create a small peninsula (surrounded on three sides by properties within Washington County).**

12.3.5.b Proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: **The proposed annexation area is adjacent and contiguous to the southern City Limits in east Fayetteville.**

12.3.5.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: **The proposed annexation is for an area containing one single-family residence on 0.83 acres and is not within a subdivision or established neighborhood.**

12.3.5.d Boundaries for annexed areas should follow natural corridors.

Finding: **Proposed boundaries follow property lines of the subject lot.**

12.3.5.e The provision of services should be concurrent with development.

Finding: **The property is adjacent to City services and is one parcel developed with a residence. Connection to sewer service would be the responsibility of the property owner.**

ENVIRONMENTALLY SENSITIVE AREAS

12.3.5. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: **The property is already developed with a residence and is not an environmentally sensitive area that needs protection.**

EMERGENCY AND PUBLIC SERVICES

12.3.5.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: **Fayetteville Fire Department response time to this location is six minutes from the current closest station (1050 S. Happy Hollow Road). The Fire Department response time goal is six minutes or less.**

Police: **The Police Department does not anticipate significant impact on police services if this single-family lot is annexed.**

12.3.5.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: **At an estimated response time of six minutes, Fire Department service is at the upper limit of acceptable response time. There are nearby areas in the City that have similar response times. The subject property would receive the same level of services, including trash service, police protection, fire protection, sewer, water, recycling and yard waste pick up, and zoning protection as nearby property within the City.**

12.3.5.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Finding: **These factors were taken into consideration in the responses and recommendations included in this report.**

INFRASTRUCTURE AND UTILITIES

12.3.5.j Areas currently served by utilities and other public services should be annexed.

Finding: **Fire and police protection are currently provided in this area, but not to this address. Sewer lines are available nearby. The residence is served by City of Fayetteville water.**

12.3.5.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: **Utilities are adequate and do not need to be upgraded as a result of this annexation.**

Public Works: **The proposed annexation and any future development will increase the loading on the existing infrastructure systems slightly, however the land area is small and the requested zoning would not allow future development without being rezoned.**

Planning: **The proposed annexation will not lead to increased density on the subject property or increased traffic congestion in the area.**

12.3.5.1 Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: **The proposed annexation is not part of a phased annexation initiated by the City.**

INTERGOVERNMENTAL RELATIONS

12.3.5.m Promote long-range planning with adjacent jurisdictions.

Finding: **N/ A**

12.3.5.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Finding: **N/ A**

ADMINISTRATION OF ANNEXATIONS

12.3.5.o Develop a land use plan for annexation initiated by the City.

Finding: **N/A. This annexation has not been initiated by the City, however this property is included within the City's Future Land Use Plan.**

12.3.5.p Designate zoning districts for the property during the annexation process.

Finding: **Annexations are automatically zoned R-A, Residential Agricultural. If the property is annexed, staff recommends rezoning it to RSF-2, compatible with the low density residential development pattern in the area, and making the existing parcel and home compliant with zoning code.**

12.3.5.q An annexation study should be completed on all annexation proposals.

Finding: **Planning staff has asked the Engineering Division, Fire Department and Police Department to study this annexation request to determine if facilities and services are available to serve this request. Responses are included.**

12.3.5.r Development proposals require a separate review from the annexation proposals.

Finding: Future development of the subject property will be required to go through the development review process.

12.3.5.s Residents should be fully informed of annexation activities.

Finding: Adjoining neighbors have been notified of the annexation request. A legal ad and display have both been submitted with a local newspaper prior to the Planning Commission meeting for which this item is scheduled.

12.3.5.t Encourage larger annexations to create acceptable boundaries.

Finding: Staff finds that this request is of a small size, being just one single family lot of less than one acre. The request would create an uneven boundary and a small peninsula.

12.3.5.u Conduct a fiscal impact assessments on large annexations.

Finding: N/ A

BUDGET/STAFF IMPACT:
None

Attachments:
- City Plan 2030, section 12.3: Annexation
- Request Letter
- Order of Annexation
- Aerial Image
- City Services Exhibit
- Fire Comments
- Police Comments
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

12.3 ANNEXATION

12.3.1 Purpose

Annexation is the inclusion of previously unincorporated lands within the City limits. Annexation has benefits to the residents of the annexed area as well as to the City. The residents gain access to urban services, such as enhanced police and fire protection, and have a voice in city government. The City gains the ability to control development and extend boundaries in a logical manner.

The purpose of this planning element is to take a more active approach toward annexations by identifying potential annexation areas and establishing annexation policies. The annexation policies will guide evaluation of future annexation proposals. The policies are designed to ensure that public services, infrastructure, and utility extension is properly addressed in order to manage growth. The potential annexation areas can become part of the City when annexation policies are met.

12.3.2 History and Trends

The original town was incorporated in 1870 with approximately 1200 acres. Since incorporation, the City has made 189 annexations, totaling 34,654.67 acres. Annexation activity was relatively slow until the 1940s, when over 2,500 acres were annexed with 10 annexations. During the 1950s, almost the same number of annexations took place, however, the total land area annexed was significantly smaller than in the 1940s. By the 1960s, annexation activity increased dramatically, with 42 annexations bringing over 18,000 acres into the City limits. Annexation numbers dropped in 1970 and stayed steady until the 1990s, when the number of annexations tripled from the 1980s. In 2000, the City contained 45 square miles, and in 2005, the City contained 50 square miles.

TABLE 12.3.1
ANNEXATION HISTORY
Fayetteville (1870 - 2006)

Time Period	Number of Annexations	Total Acres
1870	Original Town	1,202.48
1910	1	160.57
1932	1	83.60
1940 - 1949	10	2,572.05
1952 - 1958	9	1,194.66
1960 - 1969	42	18,250.55
1970 - 1978	12	1,347.14
1980 - 1988	9	1,591.87
1990 - 1999	27	2,106.70
2000 - 2005	61	3,559
2006 - 2010	18	3,719.09
Total	**182**	**35,857.15**

Source: City of Fayetteville,GIS, Dec. 2010

TABLE 12.3.2
SEVEN LARGEST ANNEXATIONS
Fayetteville (1870-2006)

Ordinance Number	Acres	Year
889	1,765	1946
1258	1,489.24	1961
1274	2,138.61	1961
1479	1,267.69	1966
1556	11,376.66	1967
2857	1,286.45	1982
4888	2,017	2006

Source: City of Fayetteville, GIS, Dec. 2010

Approximately 60 percent of the total annexations can be attributed to seven single annexations. Each of these annexations included more than 1,000 acres. Four of those six annexation occurred during the 1960s. The most significant annexation was in 1967 that added over 11,000 acres to the City limits. Until 1960, the number of persons per acre remained relatively high, but decreased between 1940 and 1960. The significant drop in persons per acre from 3.9 in 1960 to 1.3 in 1970 is reflective of the significant land area annexed during this time. The trend of decreasing persons per acre reversed in 1980 and increased over the next two and half decades. By 2000, the persons per acre was 2.2, however, this trend has again reversed, due to several large annexations, resulting in approximately 33% increase in land area since 2000.

TABLE 12.3.3
POPULATION VS. LAND AREA
Fayetteville (1940-2000)

Year	Population		Land Area		Persons Per Acre
	Persons	Percent Change	Acres	Percent Change	
1940	8,212	--	1,446.65	--	5.6
1950	17,017	107.2%	4,018.70	177.79%	4.2
1960	20,274	19.1%	5,213.36	29.73%	3.9
1970	30,729	61.7%	23,463.91	350.1%	1.3
1980	36,608	19.1%	24,811.05	5.74%	1.5
1990	42,247	15.0%	26,402.92	6.42%	1.6
2000	58,047	37.9%	26,756.46	7.98%	2.2
2006	67,020	15.5%	32,103.47	20.0%	2.1
2010	73,580	10.0%	35,454.00	10.0%	2.1

Source: City of Fayetteville, GIS, June 2006

12.3.3 State Statutes on Annexation

Arkansas Statutes

Title 14, Chapter 40 of the state statute discusses annexation. Annexations can be initiated by a municipality or by property owners.

A municipality can annex contiguous lands, lands surrounded by the municipality, unincorporated area that is completely bounded by two or more municipalities if the municipality has the greater distance of city limits adjoining the area, and land contiguous and in adjacent counties. To annex any contiguous lands, the governing body must adopt an ordinance, passed by two-thirds of the governing body and hold an election of the people. Those lands must meet one of the following criteria:

- Platted and held for sale or use as municipal lots;
- Whether platted or not, if the lands are held to be sold as suburban property;
- When the lands furnish the abode for a densely settled community or represent the actual growth of the municipality beyond its legal boundary;
- When the lands are needed for any proper municipal purposes such as for the extension of needed police regulation; or
- When they are valuable by reason of their adaptability for prospective municipal uses.

Contiguous lands must not be annexed if they meet either of the following criteria:

- Have a fair market value at the time of adoption of the ordinance of lands used only for agricultural or

horticultural purposes and the highest and best use of the land is for agricultural or horticultural purposes; or

- Are lands upon which a new community is to be constructed with funds guaranteed in whole or in part by the federal government under Title IV of the Housing and Urban Development Act of 1968 or under Title VII of the Housing and Urban Development Act of 1970.

To annex land surrounded by a municipality, the governing body can propose an ordinance to annex the property. Again, the lands must meet the criteria listed above. A public hearing must be held within 60 days of the proposed ordinance. A majority of the governing body must approve the annexation for it to become effective.

Property owners in areas contiguous and adjacent to a municipality may request annexation. They can apply with a petition of the majority of land owners in the area, if the majority of the total number of owners own more than one-half of the acreage affected.

12.3.4 Potential Annexation Areas

The potential annexation areas should be identified by the City using the following criteria.

- Areas that are already urban in character.
- Areas than can be developed at urban densities.
- Immediate areas are those that are peninsulas or islands, where municipal services have already been extended.
- Vacant lands that are subject to development pressure.
- Areas where urban services are already provided.
- Areas where urban services are needed.

12.3.5 Annexation Guiding Policies

Boundaries

12.3.5.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.

12.3.5.b Proposed annexation area must be adjacent, or contiguous, to city limits.

12.3.5.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

12.3.5.d Boundaries for annexed areas should follow natural corridors.

12.3.5.e The provision of services should be concurrent with development.

Environmentally Sensitive Areas

12.3.5. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

12.3.5.g Public services must be able to be provided efficiently in newly annexed areas.

12.3.5.h Annexed areas should receive the same level of service of areas already in the city limits.

12.3.5.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Infrastructure and Utilities

12.3.5.j Areas currently served by utilities and other public services should be annexed.

12.3.5.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

12.3.5.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

12.3.5.m Promote long-range planning with adjacent jurisdictions.

12.3.5.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

12.3.5.o Develop a land use plan for annexation initiated by the City.

12.3.5.p Designate zoning districts for the property during the annexation process.

12.3.5.q An annexation study should be completed on all annexation proposals.

12.3.5.r Development proposals require a separate review from the annexation proposals.

12.3.5.s Residents should be fully informed of annexation activities.

12.3.5.t Encourage larger annexations to create acceptable boundaries.

12.3.5.u Conduct a fiscal impact assessments on large annexations.

CITY OF
Fayetteville
ARKANSAS

MEMORANDUM

TO: Quin Thompson

FROM: Captain Jamie Fields

DATE: September 8, 2015

SUBJECT: ANX 15-5181 Annexation at 1620 Ed Edwards Road

The Fayetteville Police Department does not anticipate the proposed annexation at 1620 Ed Edwards Road will substantially affect traffic congestion and/or call load.

FAYETTEVILLE POLICE DEPARTMENT
100 W. Rock Street
Fayetteville, AR 72701-6057

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
FIRE DEPARTMENT
303 West Center Street
Fayetteville, AR 72701
P (479) 575-8365 F (479) 575-0471

Annexation Review

To: **Quin Thompson**
From: **Captain Jeremy Ashley**
Date: **September 1, 2015**
Re: **ANX 15-5181**

This development will be protected by Ladder 3 located at 1050 S. Happy Hollow.
It is 3.3 miles from the station with an anticipated response time of 6 minutes to the beginning of the development.
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.

Fayetteville Fire Department

200 Feet
0
100
200
subject property
Fayetteville City Limit
ED EDWARDS RD
HUNTSVILLE RD
ANTLERS CT
DEERFIELD WAY
SPRITZ DR
APOLLO DR
SPLASH DR
HIGHBUSH AVE

40 20 0 40 Feet

APPLICANT'S REQUEST LETTER
ANX 15-5181

CONSISTENCY OF PROPOSED ANNEXATION WITH CITY OF FAYETTEVILLE'S ANNEXATION GUIDING POLICIES

Edna Salsbury's real property is contiguous with the Fayetteville city limits. Because of the location of the real property, an annexation of the real property would not divide the neighborhood as now situated. It is believed that once the annexation takes place, all public services would be efficiently provided to the annexed area. Because of the location of the Salsbury property and its proximity to existing City of Fayetteville utilities, it is believed that there would be no requirement for upgrading the existing utilities on account of the annexation.

2433605.1:730191:00330

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF THE PETITION OF CERTAIN REAL PROPERTY FOR ANNEXATION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

CASE NO. CC-2015-3

2015 JUL -6 AM 9:09
FILED

ORDER OF ANNEXATION

Now on this 6th day of July, 2015, the Petition for Annexation of Property contiguous to the City of Fayetteville, filed by Edna J. Salsbury, Bryce Salsbury and Gerald Salsbury (collectively "Petitioners"), comes on for hearing and the same is submitted to the Court upon said Petition, proof of publication of notice, testimony before the Court, and other evidence presented, from all of which the Court finds:

1. That the Petition for Annexation of Property Contiguous to the City of Fayetteville was duly filed in the office of the County Clerk of Washington County, Arkansas, and that an Order was made fixing the time and place for a hearing on said Petition at this date and time in the County Court of Washington County, Arkansas.

2. That legal notice of the hearing was given as required by law and such notice of the hearing was published once a week for three consecutive weeks in the Northwest Arkansas Democrat Gazette, a newspaper published in Washington County, Arkansas. Proof of publication has been made and filed with the Clerk of this Court.

3. That the Petitioners are the owners of the property to be annexed.

4. That the owners of the proposed annexed area shall derive substantial benefit from the annexation.

5. That the area to be annexed is part of the growth area of Fayetteville, Arkansas and the extension of the corporate boundaries is a realization of the natural growth of the City of Fayetteville.

5. That the lands to be annexed are contiguous to and adjoin the City of Fayetteville.

7. That the City Council of the City of Fayetteville, Arkansas, shall, according to Arkansas Code Annotated § 14-40-605, accept the annexation by ordinance.

8. That the legal description of the lands to be annexed is that property situated in Washington County, Arkansas, to wit:

> Part of the Northeast Quarter of the Southwest Quarter of Section 20, Township 16 North, Range 29 West, described as beginning at a corner post of a fence, which is 240 feet East and 447 feet South of the Northwest corner of said 40 acre tract, and running thence West 240 feet, thence North 147 feet, more or less, to the present city limit line of the City of Fayetteville, Arkansas, thence East with the present city limit line of said city 240 feet to a fence; thence South 147 feet, more or less, along a fence line to the point of beginning.

9. That the lands to be annexed have been accurately described and an accurate map thereof made and filed with this Court and the prayer of the Petitioners is right and proper.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the above-described lands be and hereby are, annexed to and hereby made a part of the City of Fayetteville, Washington County, Arkansas.

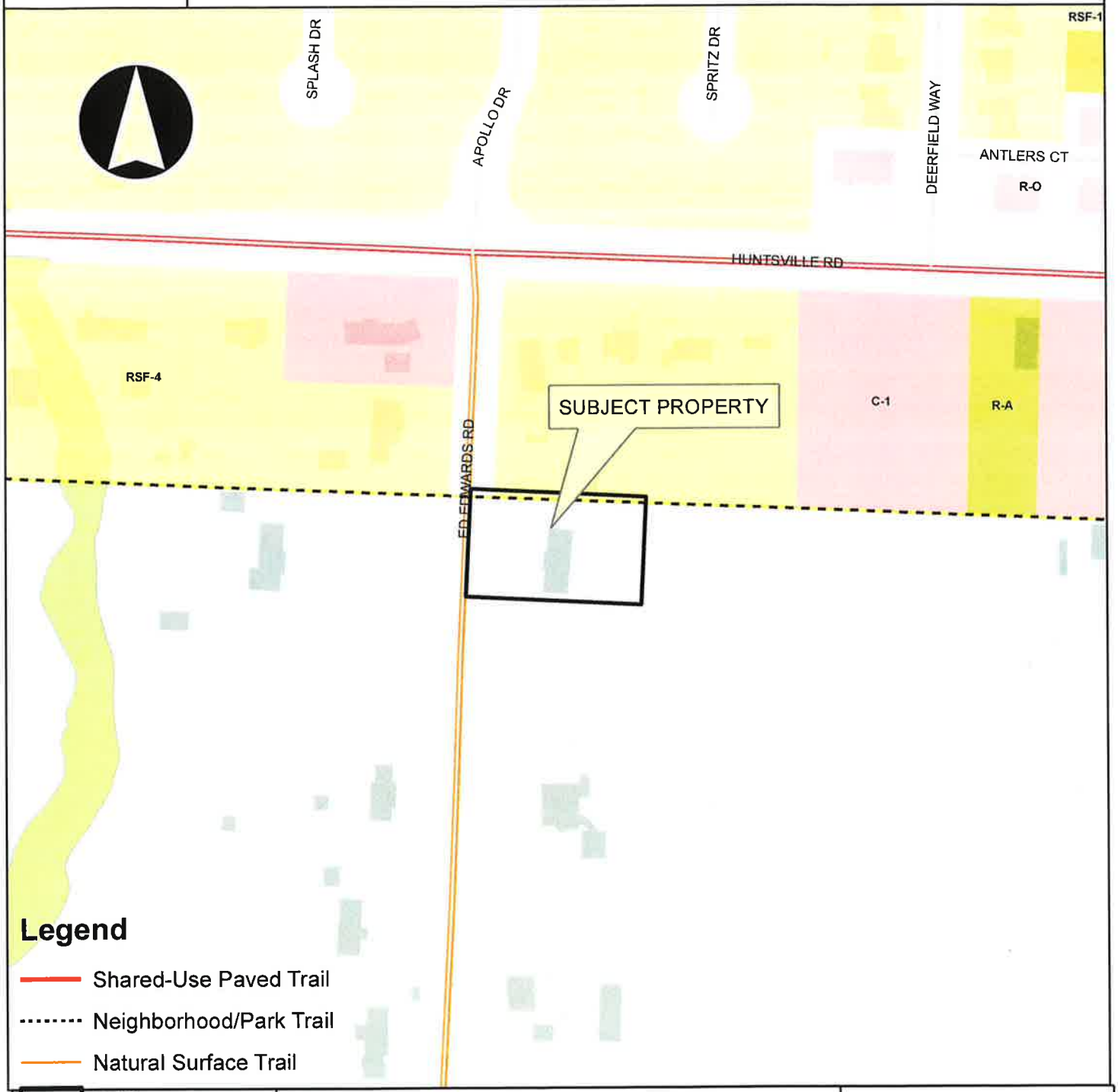
MARILYN EDWARDS,
COUNTY JUDGE

Prepared By:
Curtis E. Hogue, ABA #80061
Hall, Estill, Hardwick, Gable, Golden &
Nelson, P.C.
75 N. East Avenue, Suite 402
Fayetteville, AR 72701-5388
Telephone (479) 973-5200
Facsimile (479) 973-0520

ANX15-5181

Close Up View

SALSBURY



Legend

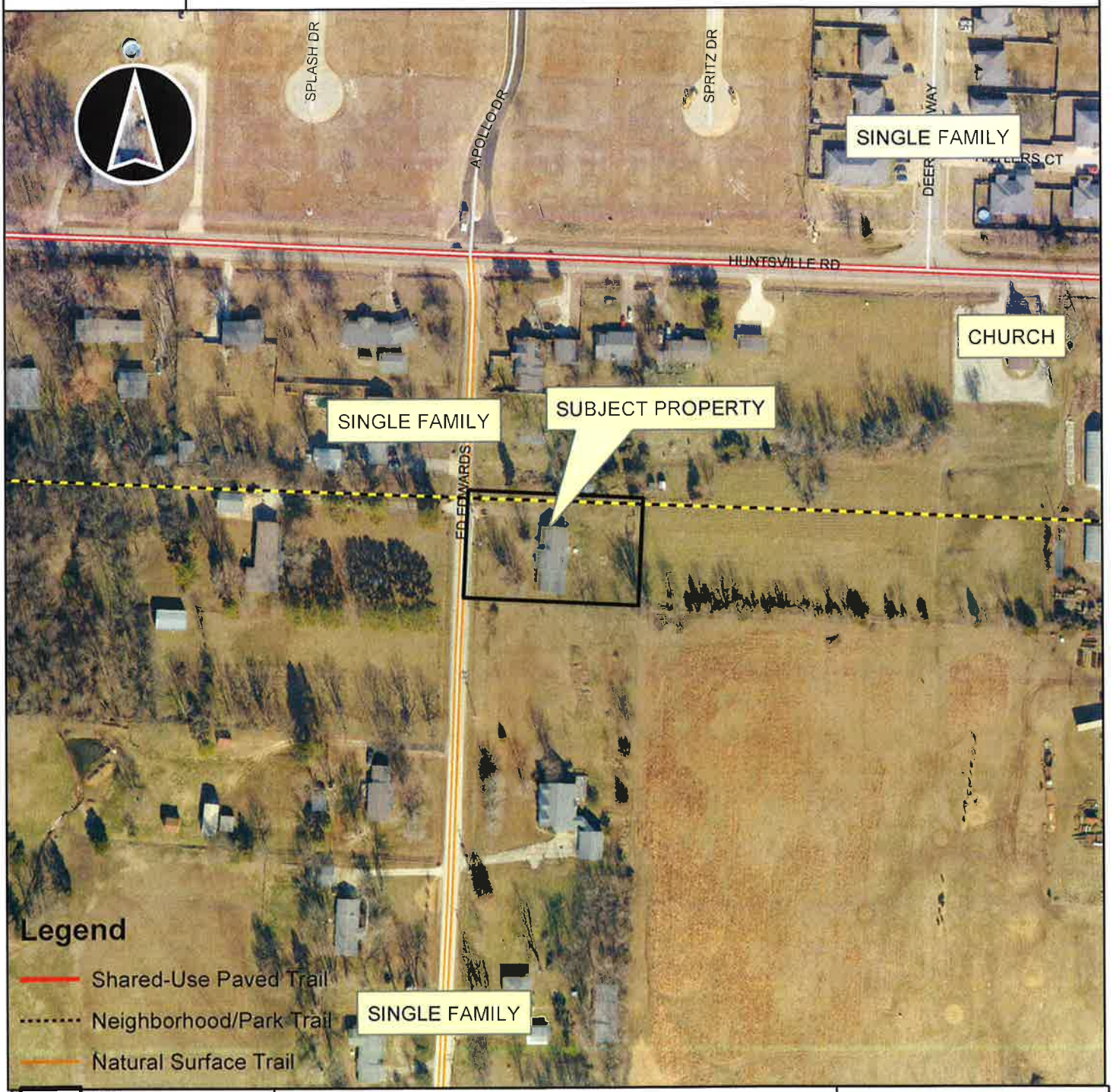
- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- Overview ANX15-5181
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

0 75 150 300 450 600 Feet

ANX15-5181

Current Land Use

SALSBURY



Overview

ANX15-5181

Fayetteville City Limits

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

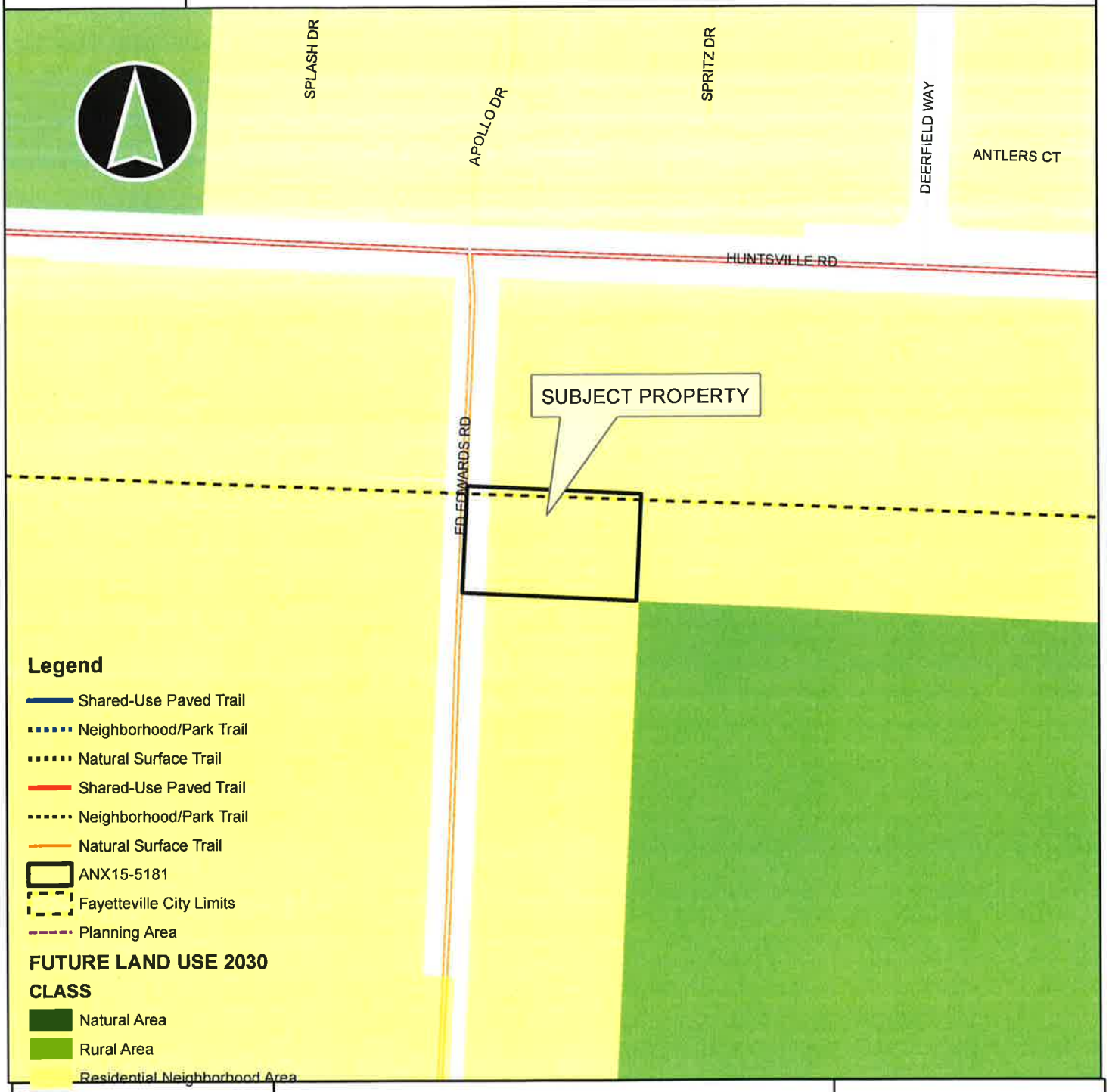
Planning Area

0 75 150 300 450 600 Feet

ANX15-5181

Future Land Use

SALSBURY



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- ANX15-5181
- Fayetteville City Limits
- Planning Area

FUTURE LAND USE 2030

CLASS

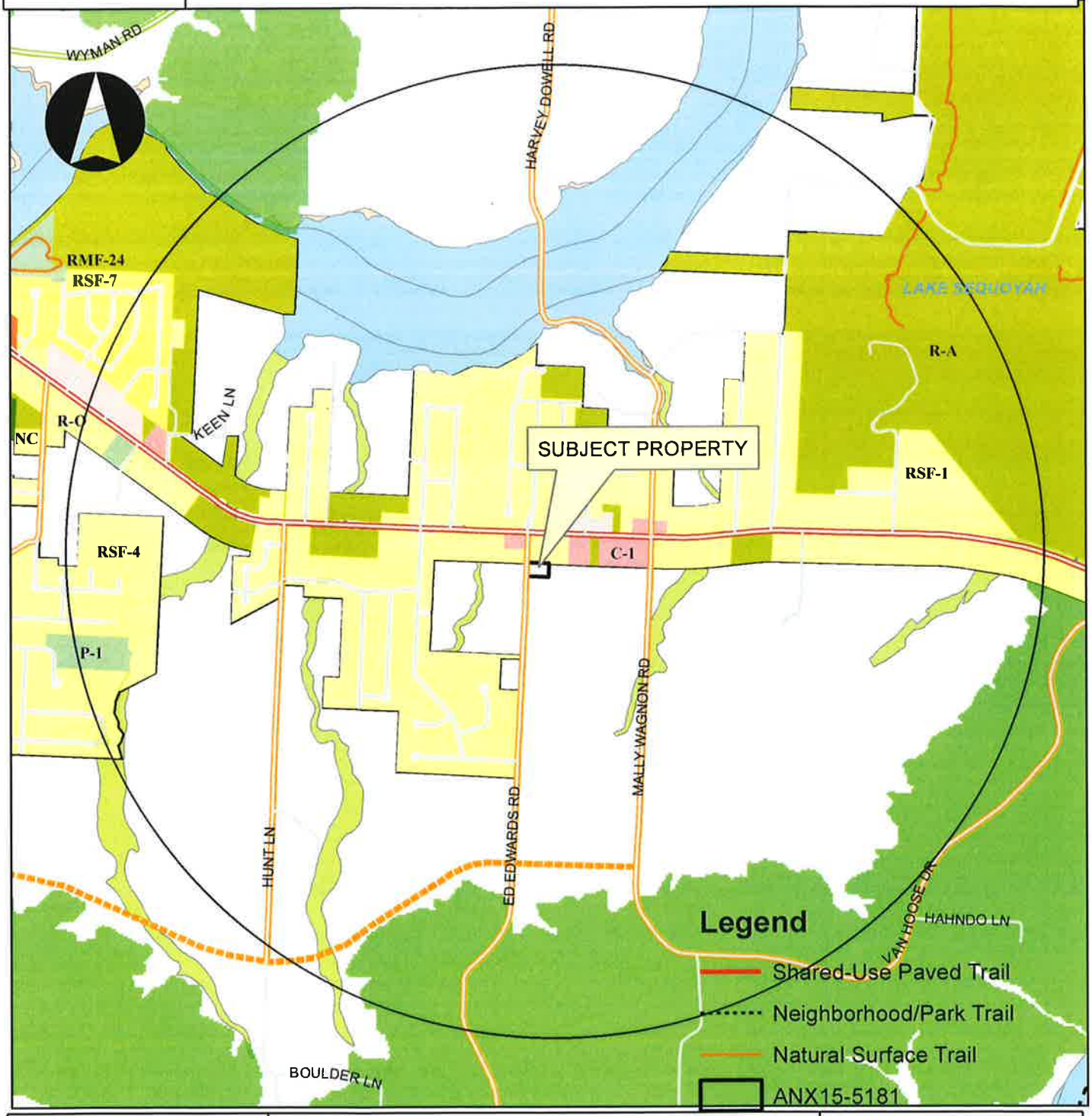
- Natural Area
- Rural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Urban Center Area
- Industrial
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW

0 75 150 300 450 600 Feet

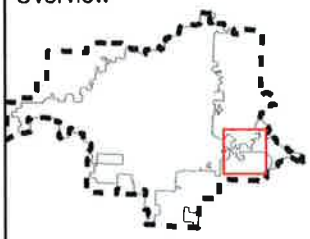
ANX15-5181

One Mile View

SALSBURY



Overview



Legend

Subject Property

Boundary

Hillside-Hilltop Overlay District

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0474

Agenda Date: 10/20/2015 **Version:** 1 **Status:** Agenda Ready

In Control: City Council Meeting **File Type:** Ordinance

Agenda Number: C. 9

AMEND CHAPTER 167 AND 177:

AN ORDINANCE TO REPEAL § 167.04 (J)(5) *MAINTENANCE AGREEMENT AND LANDSCAPE ESTABLISHMENT GUARANTEE*, TO ENACT § 167.10 **TREE MAINTENANCE AGREEMENTS** AND TO AMEND § 177.05 (A)(2)(f) BY DELETING A PORTION OF THIS SUBSECTION AND ENACTING § 177.10 **TREE MAINTENANCE AGREEMENTS** TO IMPROVE MAINTENANCE AND SURVIVABLITY OF MITIGATION TREES

WHEREAS, Fayetteville's Urban Forrester believes that requiring a tree maintenance contract with an approved landscaping company will improve the amount of mitigation trees that survive three years as required by the Tree Ordinance and be more cost effective for developers.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 167.04 (J)(5) *Maintenance Agreement and Landscape Establishment Guarantee* and enacts § 167.10 **Tree Maintenance Agreements** to improve tree maintenance and survivability as shown on Exhibit A attached hereto.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 177.05 (A)(2)(f) by deleting a portion of this subsection and enacting § 177.10 **Tree Maintenance Agreements** to improve tree maintenance and survivability as shown on Exhibit B attached hereto.

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 167: TREE PRESERVATION AND PROTECTION

167.01 PURPOSE 3

167.02 CITY OF FAYETTEVILLE TREE PRESERVATION, PROTECTION, AND LANDSCAPE MANUAL 3

167.03 TREE REGISTRY AND URBAN FOREST ANALYSIS 3

167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT 4

167.05 TREE PROTECTION MEASURES AND CONSTRUCTION 13

167.06 TREE PLANTING, MAINTENANCE AND REMOVAL ON STREET RIGHTS-OF-WAY AND OTHER PUBLIC GROUNDS 13

167.07 COMMERCIAL TREE PRUNER/SERVICE; CERTIFICATE AND INSURANCE REQUIRED 14

167.08 HAZARDOUS TREES 14

167.09 LOCAL DISASTER EMERGENCY 15

167.10 TREE MAINTENANCE AGREEMENTS 15

167.~~10~~11-167.99 RESERVED 15

EXHIBIT A

refund becomes due. The sending by regular mail of the notices to the Applicant shall be sufficient to satisfy the requirement of notice.

(h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(i) At the time of the contribution to the Tree Escrow Account, the Urban forester shall provide the Applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this Ordinance.

~~(5) *Maintenance agreement and landscape establishment guarantee.* All plans requesting on-site mitigation or off-site forestation shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.~~

~~(a) Approval of a plan requesting on-site mitigation or off-site forestation shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.~~

~~(b) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.~~

~~(c) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.~~

~~(d) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.~~

(K) *Tree preservation plan review form.* The urban forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.

(1) The form shall clearly indicate whether the urban forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.

(2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.

(3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.

(4) The urban forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.

(L) *Continuing preservation and protection under approved tree preservation plans.*

(1) In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of an approved tree preservation plan, tree preservation areas shall be clearly depicted on the easement plats for large scale developments and the final plats for nonresidential subdivisions. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the urban forester. Lots in residential subdivisions are expressly exempt from these requirements. If it is impractical to include the actual depiction of the canopy to be preserved on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.

Commented [LD1]: This is under the heading ~~(J) *Request for off-site alternatives*~~, but it is a requirement that clearly applies to both on-site AND off-site forestation. I think this would make more sense and flow more accurately if it were in its own sub-section. See new 167.10.

(D) *Removal by city.* If the conditions described in a notice given, as set forth above, are not removed or corrected within 20 days after such notice given, the mayor, or his/her duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for the costs. Enforcement of the lien shall be set forth in §95.03 of the *Fayetteville Code of Ordinances.* Such action shall not be taken if the owner has evidenced a willingness to comply by hiring a qualified tree service before the expiration of the 20 day period.

(Code 1991, §162.06; Ord. No. 3699, §6, 4-20-93; Ord. No. 3963, §4, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.09 Local Disaster Emergency

If it becomes necessary for the mayor to declare a local disaster emergency pursuant to A.C.A. §12-75-108(b)(2), the provisions of this chapter may be suspended for up to 30 days, if strict compliance with its provisions would prevent, hinder, or delay actions necessary to cope with the disaster emergency.

(Ord. No. 4316, 6-5-01; Ord. No. 4340; 10-2-01)

167.10 Tree Maintenance Agreements

(A) *Maintenance agreement and landscape establishment guarantee.* All plans requiring street trees per 177.05 shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(1) Approval of a plan requesting on-site mitigation or off-site forestation shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.

(2) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.

(3) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.

(4) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(5) However, in lieu of cash surety, letter of credit, or bond, the monitoring and maintenance requirement may also be met through proof of a three year tree maintenance contract with a landscape contractor approved by the Urban Forester. The contract shall name the City of Fayetteville as a third party beneficiary. This fully executed contract shall contain:

(a) Itemized proof of payment or charge for 3 years of watering and maintenance for each required tree.

(b) a clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the City's tree escrow account the normal original amount set forth in section 167.04(J)(4).

(c) after inspection by the Urban Forester at the end of the three year period, if the Urban Forester determines that less than 90% of the trees are found healthy and with a reasonable chance of surviving to maturity, the trees shall be replaced by the developer within 60 days of notice from the Urban Forester. If the developer fails to comply, the City would recover losses as outlined in the contract."

167.~~10~~11-167.99 Reserved

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 177: LANDSCAPE REGULATIONS

177.01 PURPOSE 3

177.02 CITY OF FAYETTEVILLE TREE PRESERVATION, PROTECTION AND LANDSCAPE MANUAL 3

177.03 LANDSCAPE PLAN REQUIREMENTS 4

177.04 SITE DEVELOPMENT AND PARKING LOT LANDSCAPE STANDARDS 5

177.05 STREET TREE PLANTING STANDARDS 8

177.06 STORMWATER FACILITIES 10

177.07 LANDSCAPING FOR EROSION CONTROL 11

177.08 TIMING OF INSTALLATION 12

177.10 TREE MAINTENANCE AGREEMENTS 12

177.11 - 177.99 RESERVED 12

EXHIBIT
B

177.08 Timing Of Installation

Required landscaping shall be installed prior to the issuance of a final Certificate of Occupancy or filing of the Final Plat, whichever development procedure is most applicable. A 90-day temporary certificate of occupancy may be issued or a final plat may be filed once the owner deposits, with the city, U.S. currency or an irrevocable letter of credit in an amount equal to 150% of the estimated cost of the uninstalled plant material. The letter of credit must be from a bank or banking institution doing business within the State of Arkansas which is a member of the Federal Deposit Insurance Corporation.

177.10 Tree Maintenance Agreements

(A) *Maintenance agreement and landscape establishment guarantee.* All plans requiring street trees per 177.05 shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(1) Approval of a plan requiring street trees shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.

(2) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.

(3) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.

(4) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(5) However, in lieu of cash surety, letter of credit, or bond, the monitoring and maintenance requirement may also be met through proof of a three year tree maintenance contract with a landscape contractor approved by the Urban Forester. The contract shall name the City of Fayetteville as a third party beneficiary. This fully executed contract shall contain:

(a) itemized proof of payment or charge for 3 years of watering and maintenance for each required tree.

(b) a clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the City's tree escrow account the normal original amount set forth in section 167.04(J)(4).

(c) after inspection by the Urban Forester at the end of the three year period, if the Urban Forester determines that less than 90% of the trees are found healthy and with a reasonable chance of surviving to maturity, the trees shall be replaced by the developer within 60 days of notice from the Urban Forester. If the developer fails to comply, the City would recover losses as outlined in the contract."

177.0911-177.99 Reserved

Commented [LD1]: 177.09 has been reserved for the 177.09 Invasive Plant Species amendment, anticipated for Introduction to Council at the November 3rd meeting by Sustainability & Resilience staff.

(a) The requirement for a continuous planting of shrubs is intended to lessen the effect of extensive paving. Parking lots that require screening shall have shrubs that are spaced so as to create a seamless row of hedging. A minimum 50% of shrubs shall be evergreen.

(b) Shrub size at the time of planting shall be a minimum of three (3) gallon containers with an expected height of three (3) feet or more within two (2) years of installation.

(5) *Ground Cover Planting.* All landscape areas shall be re-vegetated with appropriate perennial groundcover. Prior to certificate of occupancy, all bare soil shall be adequately covered in accordance with the Unified Development Code.

(Ord. 4917, 9-05-06; Ord. 5312, 4-20-10; Ord. 5337, 8-3-10)

177.05 Street Tree Planting Standards

(A) *Applicability.* All new developments that create or develop along a public or private street shall be required to establish street trees in accordance with the standards and procedures provided for in this section and the adopted policies of the Landscape Manual and Fayetteville's Tree Ordinance.

(1) All Street Tree Planting Plans shall follow the submittal criteria set forth in Ch. 177.03 Landscape Plan Requirements.

(2) *Street Tree Planting Requirements*

(a) Plans shall indicate the spacing of trees along all newly created public and private streets within the development site. At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain or existing trees make the planting of new trees impracticable. Examples include, but are not limited to:

(i) Where the finish grade slope in the planting area between the top back of the street curb and the property line is in excess of thirty (30%) percent.

(ii) Where bedrock is encountered with in thirty (30) inches of finish grade in the planting area between the top back of the curb and the property line.

(iii) Where existing healthy trees that are shown to be preserved within the right-of-way are in such close proximity they would prevent a new tree from establishing a full canopy when mature.

(b) Plans shall identify the species of trees to be planted, which must be selected from the Landscape Manual or otherwise approved by the Urban Forester. Street trees shall be large species canopy trees.

(c) Plans shall identify the size and quality of trees which must meet or exceed the standards adopted in the Landscape Manual.

(d) Indicate the location of all points of access (driveways, sidewalks and public & private utilities) within the proposed development. The developer shall ensure that driveways, sidewalks, utilities, etc. will not endanger the livelihood of the proposed trees, and shall plan accordingly.

(e) A Maintenance Agreement and Landscape Establishment Guarantee shall be established. All plans shall include a binding three (3) year maintenance and monitoring plan, which shall hold the developer responsible for the health of all planted trees.

(f) Approval of a Maintenance Agreement and Landscape Establishment Guarantee shall be contingent upon the Developer depositing with the City of Fayetteville ~~one of the following: currency, bond, irrevocable letter of credit or other surety. The amount shall be equal to that provided in § 167.04(J)(4)~~ a surety or contract, as outlined in 177.10.

(g) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether ninety (90%) percent of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the City of Fayetteville shall release the currency, bond or letter of credit.

(h) In the absence of such a finding, the developer shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the developer

City of Fayetteville Staff Review Form

2015-0474

Legistar File ID

10/20/2015

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

Derek Linn	10/2/2015	Parks & Recreation / Parks & Recreation Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

An Ordinance to Amend Chapter 167 -- Tree Preservation & Protection and 177 – Landscape Regulations; to provide an additional option regarding tree maintenance agreements.

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 # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director C.E.
Alison Jumper, Park Planning Superintendent

FROM: Derek Linn, Urban Forester DL

DATE: October 2, 2015

SUBJECT: **Amendment to Chapter 167 and 177: To Provide an Additional Option Regarding Tree Maintenance Agreements**

BACKGROUND:
It is the purpose of Chapter 167 of the Unified Development Code to preserve and protect the health, safety, and general welfare, and to preserve and enhance the natural beauty of Fayetteville by providing for regulation of the preservation, planting, maintenance, and removal of trees within the City. This chapter [(167.04)(J)(5)] further specifies for all plans requesting *on-site mitigation or off-site forestation* to include a three-year maintenance and monitoring plan, which holds the applicant responsible for the health of all planted trees on development plans. This section further directs for the applicant to deposit with the City either currency, bond, an irrevocable letter of credit, or other surety in the amount of replacement cost and labor to ensure and guarantee the survival of all mitigation trees for the initial three-year establishment period of the trees.

In addition, it is the purpose of Chapter 177 of the Unified Development Code to preserve and protect the health, safety, and general welfare, preserve and enhance the natural beauty of Fayetteville, and create an attractive, environmentally sound and healthy urban landscape for the residents of the City of Fayetteville to enjoy by providing for regulations of the design, planting, establishment, and maintenance of spaces updated by new development. This chapter [(177.05)(A)(2)] specifies the planting of all new *street trees* to include a three year maintenance and monitoring plan, which holds the developer responsible for the health of all planted trees. Approval of this plan is contingent upon the developer depositing with the City of Fayetteville one of the following: currency, bond, irrevocable letter of credit, or other surety in the amount equal to that provided in (167.04)(J)(4).

DISCUSSION and PROPOSAL:
The purpose of the tree maintenance surety as noted above is to provide incentive to ensure that required trees are watered, maintained, and healthy at the end of the three year establishment period; which ultimately supports a healthy urban forest.

While the surety provides the incentive for some applicants to properly maintain required trees, the surety requirement has not been as effective as desired to inspire the maintenance and watering that trees need to become healthy and established. Further, some applicants find it difficult to secure a three year bond on trees. Brought forward as a request from developers, this amendment adds an option for developers to contract with a landscape company to provide the three year maintenance of trees. This amendment is not an additional requirement, but rather, an additional option.

This option would be accepted in lieu of the currency, bond, or other surety as currently required and noted above. The fully executed contract would contain language that the City of Fayetteville is named as a third party beneficiary, and:

1. itemized proof of payment or charge for three years for the watering and maintenance needs of each required tree;
2. a clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the City's tree escrow account the normal original amount set forth in section 167.04(J)(4).

Urban Forestry staff worked in conjunction with the City Attorney's office to develop language that would both add flexibility while meeting the intent of the chapters.

Approving this ordinance revision would increase flexibility for developers to either meet the current surety and maintenance requirement; or, to provide an approved maintenance contract, in lieu of providing the currency, bond, or other surety.

RECOMMENDATION:
Staff recommends approving the proposed ordinance amendments to Chapter 167: Tree Preservation and Protection and Chapter 177: Landscape Regulations.

BUDGET/STAFF IMPACT:
The ordinance requirement will not have an impact on the City budget.

Attachments:
Existing Ordinance Language
Proposed Ordinance Language

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 167: TREE PRESERVATION AND PROTECTION

167.01 PURPOSE 3

167.02 CITY OF FAYETTEVILLE TREE PRESERVATION, PROTECTION, AND LANDSCAPE MANUAL 3

167.03 TREE REGISTRY AND URBAN FOREST ANALYSIS 3

167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT 4

167.05 TREE PROTECTION MEASURES AND CONSTRUCTION 13

167.06 TREE PLANTING, MAINTENANCE AND REMOVAL ON STREET RIGHTS-OF-WAY AND OTHER PUBLIC GROUNDS 13

167.07 COMMERCIAL TREE PRUNER/SERVICE; CERTIFICATE AND INSURANCE REQUIRED 14

167.08 HAZARDOUS TREES 14

167.09 LOCAL DISASTER EMERGENCY 15

167.10 TREE MAINTENANCE AGREEMENTS 15

167.~~10~~11-167.99 RESERVED 15

CHAPTER 167: TREE PRESERVATION AND PROTECTION

167.01 Purpose

It is the purpose of this chapter to preserve and protect the health, safety, and general welfare, and preserve and enhance the natural beauty of Fayetteville by providing for regulations of the preservation, planting, maintenance, and removal of trees within the city, in order to accomplish the following objectives:

(A) *Objectives.*

(1) To preserve existing tree canopy;

(2) To create a healthful environment for Fayetteville residents, businesses, and industries;

(3) To moderate the harmful effects of sun, wind, and temperature changes;

(4) To buffer noise, air and visual pollution;

(5) To filter pollutants from the air that assist in the generation of oxygen;

(6) To reduce storm water runoff and the potential damage it may create;

(7) To stabilize soil and prevent erosion, with an emphasis on maintaining tree canopy on hillsides defined as canopied slopes in Chapter 151;

(8) To provide habitat for birds and other wildlife;

(9) To preserve riparian banks and beds, and prevent sedimentation;

(10) To screen incompatible land;

(11) To promote energy conservation; and

(12) To protect and enhance property values.

(B) *Principles.* This chapter shall be enforced according to the following principles:

(1) Preservation shall be the first, best, and standard approach.

(2) If preservation cannot be achieved, on-site mitigation shall next be pursued.

(3) If on-site mitigation cannot be achieved, off-site preservation shall be pursued.

(4) If off-site preservation cannot be achieved, off-site forestation shall be pursued.

(5) If none of the above approaches can be achieved, payment shall be made to the tree escrow account.

(Code 1991, §162.01; Ord. No. 3699, §1 4-20-93; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.02 City Of Fayetteville Tree Preservation, Protection, And Landscape Manual

The urban forester, in cooperation with other members of city staff, shall promulgate and periodically revise forms, procedures and regulations to implement this chapter and publish this information in the *City of Fayetteville*, *Tree Preservation, Protection, and Landscape Manual.*

(A) Copies of the *Tree Preservation, Protection, and Landscape Manual* are to be made readily available to the public and shall include, but need not be limited to:

(1) Specific criteria for gaining city approval of tree preservation plans;

(2) The format and content of reports and plans the applicant must submit to the city pursuant to this chapter;

(3) Tree protection during construction;

(4) A glossary of important terms used in this chapter;

(5) Size and species requirements for trees planted for on-site mitigation or off-site forestation;

(6) Maintenance of trees (including but not limited to pruning, irrigation, and protection from disease).

(B) The Tree and Landscape Advisory Committee shall review and may recommend revisions to the *Tree Preservation, Protection, and Landscape Manual* at least every three years to reflect changes in arboricultural and horticultural practices, lists of preferred tree species, city policies, or the content of this chapter.

(Ord. No. 4340, 10-2-01)

167.03 Tree Registry And Urban Forest Analysis

(A) *Tree Registry*. Trees and groups of trees which are documented to be of historic merit, of an uncommon or endangered species, or are of extraordinary value due to their age, size, or type,

may be registered in the City of Fayetteville's tree registry. It shall be the duty of the urban forester to maintain and keep this registry on file in the urban forester's office.

(B) *Voluntary registration.* Registration of trees shall be voluntary and may be done by the owner(s) of the property on which the tree is located. Registration shall not run with the land unless the property owner wishes to use an express trust to transfer a benefit in the tree or groups of trees to the city. Registered tree owners are entitled to consultation with the Tree and Landscape Advisory Committee and/or the urban forester concerning proper care and protection of the tree, as well as an evaluation of the tree's condition.

(C) *Urban Forest Analysis.* The city shall initiate a tree canopy analysis and an Urban Forestry Effects Model study or their current equivalent studies within the current geographical boundaries of the city by December 31, 2012. Thereafter, the city should conduct these studies every ten (10) years.

(Ord. No. 4340, 10-02-01; Ord. 5427, 8-2-11)

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed subdivisions, and large scale developments required by other chapters of the Unified Development Code to go through the city's permitting process. Persons seeking to build one single-family dwelling unit, or duplex, are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply. Planned Zoning Districts should meet the percent minimum tree canopy based upon their primary use, but may be allowed a lesser tree canopy requirement as part of the overall Master Plan approved by the City Council.

(1) *Subdivisions and large scale developments.* Applicants seeking approval of proposed subdivisions and large scale developments shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(2) *Grading permit.* An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(3) *Building permits.* Tree preservation requirements apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings composed of three or more dwelling units. An abbreviated tree preservation plan, as set forth in § 167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(4) *Parking lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five or more spaces. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(5) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a site analysis plan, analysis report, and tree preservation plan with the preliminary plat or site plan. Single and two family residential development shall submit an abbreviated tree preservation and site plan at the time of obtaining a building permit. Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan. There shall be no land disturbance, grading, or tree removal until a tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.

(B) *Tree preservation criteria.* The urban forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

(1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.

(2) Whether the design incorporates the required tree preservation priorities.

(3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

(4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

(5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

(6) Whether the size or shape of the lot reduces the flexibility of the design.

(7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.

(8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.

(9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

(10) Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

(11) Construction requirements of on-site and off-site drainage.

(12) The effects of proposed on-site mitigation or off-site alternatives.

(13) The effect other chapters of the UDC, or city policies have on the development design.

(14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.

(15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note**--The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

(C) *Canopy area.* In all new Subdivisions, Large Scale Developments, Industrial and Commercial Developments, and all other improvements listed above, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the Applicant has been approved for On-Site Mitigation or Off-Site Alternatives as set forth in subsections I. & J. below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. An Applicant shall not be required to plant trees in order to reach the Percent Minimum Canopy requirement on land where less than the minimum exists prior to development, unless trees have been removed.

Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential – One Half Unit per Acre	25%
RSF-1, Single-family Residential – One Unit per Acre	25%
RSF-2, Single-family Residential – Two Units per Acre	20%
RSF-4, Single-family Residential – Four Units per Acre	25%
RSF-7, Single-family Residential – Seven Units per Acre	20%
RSF-8, Single-family Residential – Eight Units per Acre	20%
R-O, Residential –Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential – Six Units per Acre	20%
RMF-12, Multi-family Residential – Twelve Units per Acre	20%
RMF-18, Multi-family Residential – Eighteen Units per Acre	20%
RMF-24, Multi-family Residential – Twenty-Four Units per Acre	20%
RMF-40,Multi-family Residential – Forty Units per Acre	20%
NS, Neighborhood Services	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%

DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior tree removal.*

(1) If trees have been removed below the required minimum within the five (5) years preceding application for development approval, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional ten percent (10%) of the total area of the property for which the Applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the Base Density for High Priority trees.

(2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree preservation priorities.*

(1) *Percent minimum canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in utility easements shall not be counted toward the percent minimum canopy requirement, and such utilities shall be routed, wherever possible, to avoid existing canopy.

(2) *Existing natural features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.

(3) *Preservation priorities.* The list of preservation priorities (See: Table 2) shall guide the review of each development's design. The submittal of designs which do not incorporate preservation priorities for the trees on the site shall result in the denial of the tree preservation plan.

(4) *High priority trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. The preservation and protection of lower priority trees shall not be substituted for that of high priority trees, except:

(a) When the justification for such a substitution is set forth in the analysis report; and

(b) The substitution is approved by the urban forester.

Table 2
Preservation Priorities

High Priority	Mid-level Priority	Low Priority
Canopied slopes	Contiguous woodlands	Invasive species
Floodways and riparian buffers	Non-native woodlands	Relic orchards
Native woodlands	Use buffers	Less desirable species
Significant trees		

***Note**--Each of the above is listed alphabetically beneath its respective category. They are not presented in any particular order of importance within that category.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Subdivisions.*

(1) *Residential subdivisions.* The Percent Minimum Canopy in residential subdivisions shall be located in areas that have the least possibility of impact as utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential Subdivisions requesting tree removal below the Percent Minimum Canopy requirement may choose either Residential On-Site Mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04 J.4.a. Trees in utility easements shall not be counted toward the Percent Minimum Canopy requirement, and such utilities shall be routed to avoid existing canopy.

(2) *Nonresidential subdivisions.* Two options are available for establishing a tree preservation plan for the development of nonresidential subdivisions. The urban forester shall recommend to the Planning

Commission the option that will potentially preserve the largest amount of priority canopy based upon the tree preservation criteria set forth in § 167.04 (B) above.

(a) *Preservation plan for entire subdivision.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04 (L) below. Should the entire percent minimum canopy requirement for the site be so protected, the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.

(b) *Preservation plan for infrastructure only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from this defined area by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall required separate Tree Preservation Plans.

(3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit an abbreviated tree preservation plan as set forth in § 167.04 (H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.

(a) Developers shall have the option of doing cluster development, such as a PZD, which would encourage more open space and tree preservation areas. In this pattern of development, the tree preservation zone on each lot can be transferred to a larger open space instead of being required on the individual lots. The open space set aside during cluster development shall be placed in a permanent easement or land trust with all future development rights removed from the property.

(G) *Initial review.*

(1) *Meeting with the urban forester*. It is strongly recommended that prospective applicants meet with the urban forester for an initial review of the proposed tree preservation plan for the site prior to submitting a preliminary plat, large scale development, or site plan to the city. During the initial review, the urban forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the urban forester.

(2) *Letter of confirmation.* The urban forester shall document whether the applicant participated in the initial review meeting in a letter of confirmation to the applicant. If the applicant chose to attend an initial review meeting, the letter shall also document any recommendations made. The urban forester shall ensure that a copy of the letter becomes part of the permanent file for the project.

(H) *Submittal of plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04 (B) and (C).

(1) *Site analysis plan.* On sites with existing tree canopy, the applicant shall conduct a site analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a site analysis plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The site analysis plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of

the following features as they exist on the site:

(a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;

(b) The property line boundaries of the site;

(c) Soils identified according to the Unified Soil Classification System;

(d) Any significant trees existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;

(e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.

(f) All existing utilities and utility easements;

(g) All perennial and intermittent streams and creeks that exist on the site or within 100 feet of the site;

(h) Floodplains and floodways on the site;

(i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,

(j) Any other factors that may impact the design of the site.

(2) *Tree preservation plan.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the *City of Fayetteville Tree Preservation, Protection and Landscape Manual* for details, examples and specific checklists.

(3) *Abbreviated tree preservation plan.* Applicants requesting approval of development projects that require building, grading, or parking lot permits, but that do not fall under the requirements for large scale developments or subdivisions, shall prepare and submit an abbreviated tree preservation plan. The information for this plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the urban forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual* for details, examples and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit either a site analysis plan or analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.

(4) *Analysis report.* The applicant shall submit an analysis report detailing the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.

(5) *Grading and utility plans.* All subsequent grading and utility plans shall depict the tree preservation areas on the site, to include the preserved trees and the physical limits of all protective measures required during construction.

(6) *Submittal requirements.* The applicant shall submit two (2) copies of a site analysis plan and analysis report to the urban forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit either a site analysis plan or analysis report.

(7) *Conservation requirements.* The city shall encourage the use of conservation easements for the added protection of trees preserved or planted to meet percent minimum canopy requirements in those

instances where such would be of mutual benefit to the applicant and the city.

(I) *Request for on-site mitigation*

(1) *Timing of request for on-site mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.

(2) *Plan requirements.* The tree preservation plan must graphically represent the species and location for all trees to be planted on-site. It shall also include a chart clearly stating the following information:

(a) The number of trees requested for removal;

(b) The percentage below the percent minimum canopy requirement they represent; and,

(c) Tree removal due to the grading work done to create tie backs for roads in the Hillside/Hilltop Overlay District shall be mitigated by reforesting a minimum of 25% of the tie backs pursuant to the landscape manual.

(d) Planting trees in non-canopy areas in order to reach the minimum percent canopy requirements for the site is not allowed in the Hillside/Hilltop Overlay District.

(e) The species and number of trees to be planted based on the forestation requirements below.

(3) *Planting details and notes.* Planting details and notes shall be included on the tree preservation plan as set forth in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*.

(4) *Forestation requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

(a) *High priority canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of 200, two inch (2") caliper trees per acre removed.

(b) *Mid-level priority canopy.* When removing mid-level priority canopy required, the canopy square footage removed shall be forested at a base density of 150, two inch (2") caliper trees per acre removed.

(c) *Low priority canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of 100, two inch (2") caliper trees per acre removed.

(5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on two inch caliper trees. However, the urban forester may approve the use of trees with less than two inch (2") caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species density table to be found in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual,* along with examples for using the base density formula.

(6) *Preferred species.* All trees to be planted shall be species native to the region, when available, and selected from the list of preferred tree species set forth in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual.* Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the urban forester.

(7) *Placement of trees*. The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.

(8) *On-site mitigation incentive*. If all the required trees can be located on-site, the Urban forester may approve up to a twenty percent (20%) reduction in the number of trees to be planted. Any incentive reductions allowed shall be based upon the following factors:

(a) The species of the mitigation trees; and,

(b) The space needed for the healthy growth of trees.

(9) *Residential On-Site Mitigation.* Applicants requesting On-Site Mitigation for Residential Subdivisions shall comply with all the

provisions of §167.04 I. 1-7, as well as the following:

(a) The Applicant's Mitigation Plan shall meet or exceed the required number of Mitigation Trees based on the Forestation Requirements as set forth at §167.04 I. 4.

(b) All Plans requesting Residential On-Site Mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the Applicant responsible for the health of all planted trees.

(i) Approval of a Plan requesting Residential On-Site Mitigation shall be contingent upon the Applicant depositing with the City an irrevocable Letter of Credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable Letter of Credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban forester for approval.

(ii) Upon completion of the three year landscape establishment period, the Urban forester shall inspect the site and determine whether ninety percent (90%) of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the City shall release the Letter of Credit.

(iii) In the absence of such a finding, the Applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban forester. If the Applicant does not take remedial steps to bring the property into compliance, the City shall use the necessary moneys from the Landscape Establishment Guarantee to do so.

(iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(c) The Applicant shall establish a bona fide Property Owners Association with a Bill of Assurance and Protective Covenants sufficient to ensure the continued health and vitality of the mitigation trees within the subdivision. The Bill of Assurance and Protective Covenants shall be filed of record with the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and file-marked copies thereof shall be provided to the Urban forester prior to Final Plat approval.

(d) Developers requesting mitigation trees be planted along the street right of way of a Subdivision shall submit a street tree planting plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the Approved Street Tree Species List, or be otherwise specifically approved by the Urban forester.

(i) The Applicant's Mitigation Plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of Mitigation Trees are planted.

(ii) The applicant shall submit an annual schedule of the initial structural pruning for all Mitigation Trees planted along street right of ways with the name and contact information of the International Society of Arboriculture (ISA) Certified Arborist or pruning service performing the work.

(J) *Request for off-site alternatives.*

(1) *Timing of request for off-site alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.

(2) *Off-site preservation*. The applicant may seek approval of the urban forester to preserve an equal or greater amount of canopy cover at a site within the city limits or, with the express approval of the City Council by its resolution, within one-quarter mile of the Fayetteville city limits.

(3) *Off-site forestation.*

(a) If off-site preservation cannot be achieved, the applicant may seek approval from the urban forester to plant the required number of trees on another site owned by the applicant and located within the city limits or, with the express approval of the City Council by its resolution, within one-quarter mile of the Fayetteville city limits. A tree conservation easement must be conveyed by the applicant to the city to protect any off-site preservation or forestation.

(b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in the Tree Preservation and Protection Chapter in a nearby city park or public right of way if expressly approved by City Council Resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.

(4) *Tree escrow account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation and off-site forestation to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account $250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund $425.00 as three years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four years to ensure it remains the fair market costs for tree planting and maintenance for three years.

(a) Residential Subdivisions which cannot achieve the Base Density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The City shall use the money paid into the Tree Escrow Account to plant trees within the subdivision along rights-of-ways, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the subdivision is built out or as approved by the urban forester.

(b) Money contributed in lieu of On-Site Mitigation or Off-Site Forestation shall be paid prior to issuance of a Building Permit on all Commercial, Industrial, or Multi-Family Residential buildings and prior to Final Plat acceptance for all Residential and Non-Residential Subdivisions.

(c) Money contributed under this section:

(i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either City Staff or contract labor;

(ii) Shall not revert to the general fund for ongoing operations.

(d) If it is not possible to plant trees within the subdivision, planting locations will be sought in appropriate sites within a one (1) mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to J (2) and (3). Data extracted from the Urban Forest Analysis should be consulted when identifying appropriate locations to plant escrow funded trees.

(e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a four percent (4%) annual rate.

(f) Refunds shall be paid to the Applicant who made the original contribution.

(g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the Applicant no later than thirty (30) days after the date which the

refund becomes due. The sending by regular mail of the notices to the Applicant shall be sufficient to satisfy the requirement of notice.

(h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.

(i) At the time of the contribution to the Tree Escrow Account, the Urban forester shall provide the Applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this Ordinance.

~~(5) *Maintenance agreement and landscape establishment guarantee.* All plans requesting on-site mitigation or off-site forestation shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.~~

~~(a) Approval of a plan requesting on-site mitigation or off-site forestation shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.~~

~~(b) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.~~

~~(c) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.~~

~~(d) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.~~

(K) *Tree preservation plan review form.* The urban forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.

(1) The form shall clearly indicate whether the urban forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.

(2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.

(3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.

(4) The urban forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.

(L) *Continuing preservation and protection under approved tree preservation plans.*

(1) In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of an approved tree preservation plan, tree preservation areas shall be clearly depicted on the easement plats for large scale developments and the final plats for nonresidential subdivisions. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the urban forester. Lots in residential subdivisions are expressly exempt from these requirements**.** If it is impractical to include the actual depiction of the canopy to be preserved on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.

Commented [LD1]: This is under the heading (J) *Request for off-site alternatives.* , but it is a requirement that clearly applies to both on-site AND off-site forestation. I think this would make more sense and flow more accurately if it were in its own sub-section. See new 167.10.

(2) The geographic extent and location of tree preservation areas, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the city clerk to place it on the agenda of the next regularly scheduled City Council meeting.

(3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation area shall seek prior approval from the urban forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the urban forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation area.

(Code 1991, §162.10; Ord. No. 2699, §10, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §6, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01; Ord. No. 4539 02-03-04; Ord. 4855, 4-18-06; Ord. 4930, 10-03-06; Ord. 5308, 3-16-10; Ord. 5312, 4-20-10; Ord. 5427; 8-2-11; Ord. 5513, 7-17-12; Ord. 5773, 5-19-15)

167.05 Tree Protection Measures And Construction

(A) *Site inspection.* A preliminary site inspection followed by periodic inspections will be conducted by the urban forester to ensure compliance with the tree preservation plan.

(B) *Tree protection.* Tree preservation areas shall be protected from construction activity to prevent impingement by or the storage of construction vehicles, materials, debris, spoils or equipment in tree preservation areas. No filling, excavating or other land disturbance shall take place in tree preservation areas. Before commencing any construction activity, the applicant shall construct tree protection barriers on the site along the tree dripline or 10 feet from the trunk, whichever is greater. The applicant shall also post signs at each tree preservation area in accordance with the standards, specifications and guidelines provided in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual.* The urban forester may require other protective measures based upon the individual characteristics of the site and the proposed construction methods. Tree protection measures shall also protect any off-site trees the roots of which extend onto the site of the proposed construction. Any applicant damaging or destroying an off-site tree shall be required to mitigate such damage or destruction as prescribed by the urban forester. If the required barriers surrounding the tree preservation areas are not adequately maintained during construction, the urban forester shall prescribe remedial measures, and may issue a stop work order in accordance with § 153.07(C). All remedial measures shall be completed within the specified amount of time and shall be considered prior to granting final plat approval or issuing a certificate of occupancy.

(Code 1991, §162.11; Ord. No. 3699, §11, 4-20-93; Ord. No. 3925, §8, 10-3-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §7, 4-16-96; Ord. No. 4008, §1, 12-17-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.06 Tree Planting, Maintenance And Removal On Street Rights-Of-Way And Other Public Grounds

(A) *Follow the Tree Preservation, Protection, and Landscape Manual.* All tree planting, maintenance or removal on public grounds shall follow the standards, specifications and guidelines provided in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual.*

(B) *Tree planting.* Trees may be planted within street rights-of-way or on other public grounds only after notification to the urban forester; and provided the selection and location of said trees are in accordance with the requirements.

(C) *Tree removal.* Trees shall not be removed from a street right-of-way or other public grounds unless approval is received from the urban forester, with the exception that city employees may remove trees when necessary to accomplish emergency repairs to sewer or water systems, or in order to alleviate flooding.

(D) *Damage to trees*. It shall be a violation of this chapter to damage, destroy or mutilate any tree in a public right-of-way or on other public grounds, or attach or place any rope or wire (other than one to support a young or broken tree or limb), sign, poster, handbill or any other thing to any such tree.

(E) *Top or cutback to stubs.* It shall be unlawful for any person to top or cutback to stubs the crown of any tree in street rights-of-way or on other public grounds.

(F) *Reserved rights.* The city reserves the right to plant, preserve, prune, maintain or remove any tree within the street rights-of-way, alleys, squares, and all public grounds when such

interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign, or as may be necessary to preserve or enhance the symmetry and beauty of such public grounds.

(G) *Line of sight.* Trees shall not be planted to conceal a fire hydrant from the street or impede the line of sight on any street.

(H) *Storm damage.* Trees severely damaged by storms, or other accidental causes, where required pruning practices are impractical are exempt from this chapter..

(I) *City employees.* Before cutting, pruning, removing or trimming any tree, city employees performing tree work on public grounds shall attend an educational workshop on basic tree pruning. A certificate will be issued when an individual has successfully completed the workshop.

(J) *Public utilities.* Nothing in this section shall be construed to prohibit public utilities from pruning or removing trees that encroach upon electric, telephone, or cable television transmission lines, or gas, sewer or water pipes.

(Code No. 1991, §162.07; Ord. No. 3699, §6, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §5, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01).

167.07 Commercial Tree Pruner/Service; Certificate And Insurance Required

(A) *Certificate required*. Before cutting, pruning, removing, or trimming any tree within the City of Fayetteville, the owner and supervisory personnel of each business performing commercial tree work shall obtain a city issued commercial tree pruner/service certificate.

(B) *Liability insurance.* Each business performing commercial tree work, to include tree surgery, within the City of Fayetteville, shall be required to carry liability insurance in the following minimum amounts:

(1) General aggregate: $100,000.00

(2) Personal & advertising: $100,000.00

(3) Each occurrence: $100,000.00

Proof of coverage shall include the name of the insurance company issuing the policy, the name of the insured, the policy number, effective and expiration dates, and the signature of an authorized representative of the insurance company.

(C) *Workshop.* Owners and supervisory personnel shall attend an educational workshop on basic tree science and the proper techniques of tree pruning; or shall demonstrate sufficient knowledge of basic tree science and the proper techniques of tree pruning by scoring 75% or higher on a test provided by the International Society of Arboriculture (I.S.A.).

(D) *Certificate issuance.* A certificate shall be issued when an individual has successfully completed the workshop or scored adequately on the test.

(E) *Job site*. It shall be the responsibility of the business owner to ensure that a copy of the certificate is maintained at each job site.

(F) *Supervision.* All persons engaged in the business of trimming trees shall be under the supervision of a certified tree pruner/service.

(G) *Worker's compensation.* Those individuals performing commercial tree work on public grounds shall comply with all worker's compensation requirements as set forth under Arkansas law and shall hold a city issued commercial tree pruner/service certificate.

(H) *Licensure.* Those individuals performing tree surgery shall comply with licensure requirements as set forth under Arkansas law.

(Code 1991, §162.13; Ord. No. 3699, §14, 4-20-93; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.08 Hazardous Trees

(A) *Pruning.* Every owner of any tree overhanging a street or sidewalk within the city is responsible for pruning the branches so that such branches shall not obstruct vehicles or pedestrians.

(B) *Order or removal.* The mayor, or his/her duly authorized representative, is hereby authorized to order the owner of any real property within the city to cause the removal of any dead or diseased trees on their property, and further, to order compliance, when such trees constitute a hazard of life and property, or harbor insects which constitute a potential threat to other trees. Whenever any such condition is found to exist, the mayor, or his/her duly authorized representative, shall send written notice via first class mail to the property owner ordering the performance of such acts within 20 days. If the property owner's identity or whereabouts are unknown, a copy of the written notice shall be posted upon the premises.

(C) *Noncompliance*. It shall be unlawful for any person to fail or refuse to comply with any order and notice given pursuant to this section.

(D) *Removal by city.* If the conditions described in a notice given, as set forth above, are not removed or corrected within 20 days after such notice given, the mayor, or his/her duly authorized representative, is hereby authorized to enter upon the property and do whatever is necessary to correct or remove the conditions described in the notice. The costs of correcting said conditions shall be charged to the owner or owners of the property and the city shall have a lien against such property for the costs. Enforcement of the lien shall be set forth in §95.03 of the *Fayetteville Code of Ordinances.* Such action shall not be taken if the owner has evidenced a willingness to comply by hiring a qualified tree service before the expiration of the 20 day period.

(Code 1991, §162.06; Ord. No. 3699, §6, 4-20-93; Ord. No. 3963, §4, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01)

167.09 Local Disaster Emergency

If it becomes necessary for the mayor to declare a local disaster emergency pursuant to A.C.A. §12-75-108(b)(2), the provisions of this chapter may be suspended for up to 30 days, if strict compliance with its provisions would prevent, hinder, or delay actions necessary to cope with the disaster emergency.

(Ord. No. 4316, 6-5-01; Ord. No. 4340; 10-2-01)

167.10 Tree Maintenance Agreements

(A) Maintenance agreement and landscape establishment guarantee. All plans requiring street trees per 177.05 shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(1) Approval of a plan requesting on-site mitigation or off-site forestation shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.

(2) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.

(3) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.

(4) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(5) However, in lieu of cash surety, letter of credit, or bond, the monitoring and maintenance requirement may also be met through proof of a three year tree maintenance contract with a landscape contractor approved by the Urban Forester. The contract shall name the City of Fayetteville as a third party beneficiary. This fully executed contract shall contain:

(a) itemized proof of payment or charge for 3 years of watering and maintenance for each required tree.

(b) a clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the City's tree escrow account the normal original amount set forth in section 167.04(J)(4).

(c) after inspection by the Urban Forester at the end of the three year period, if the Urban Forester determines that less than 90% of the trees are found healthy and with a reasonable chance of surviving to maturity, the trees shall be replaced by the developer within 60 days of notice from the Urban Forester. If the developer fails to comply, the City would recover losses as outlined in the contract."

167.~~10~~11-167.99 Reserved

TITLE XV UNIFIED DEVELOPMENT CODE
CHAPTER 177: LANDSCAPE REGULATIONS

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CHAPTER 177: LANDSCAPE REGULATIONS

177.01 Purpose

(A) It is the purpose of this chapter to preserve and protect the health, safety, and general welfare, preserve and enhance the natural beauty of Fayetteville, and create an attractive, environmentally sound and healthy urban landscape for the residents of the City of Fayetteville to enjoy by providing for regulations of the design, planting, establishment and maintenance of spaces impacted by developmental practices.

(B) The standards found within this chapter accomplish these purposes with existing and new vegetation by:

(1) Promoting the beautification of the City of Fayetteville and enhancing its aesthetic quality;

(2) Promoting reasonable conservation and replenishment of valued tree canopy and vegetation;

(3) Aiding in restoring ecological balance by contributing to air purification, oxygen regeneration, and ground water recharge;

(4) Providing for vegetation to reduce storm water runoff and the potential damage it may create;

(5) Achieving a meaningful urban landscape while permitting economically feasible urban development to occur.

(6) Creating a healthy environment for Fayetteville residents, businesses, and industries;

(7) Moderating the harmful effects of sun, wind, and temperature changes;

(8) Buffering noise, air and visual pollution;

(9) Screening incompatible land uses and enhancing the appearance of parking lots in all zoning districts;

(10) Promoting energy conservation; and

(11) Protecting and enhancing property values.

(C) *Principles.* This chapter shall be enforced according to the following principles:

(1) Sufficient landscaping shall provide beautification, soil stability and suitable drainage.

(2) Trees, shrubs, groundcover and grass shall be the primary source of landscaping and shall be retained and/or placed in such a manner as to reduce water runoff and provide for safe sight distances at intersections and points of access.

(3) The current property owner shall properly maintain all landscaping and shall replace any landscaping that dies or is damaged. Landscaping that dies or is damaged shall be removed and replaced by the current owner of the property. The owner shall have sixty (60) days from the receipt of written notice issued by the City of Fayetteville to remove and replace any required landscaping that dies or is damaged.

(4) Native vegetation is preferred. Vegetation requiring minimum watering is also preferred.

(5) Preservation is primary; therefore landscaping shall make a concerted attempt to incorporate existing on-site trees and shrubbery.

(6) Providing outdoor spaces and places for people to gather is strongly encouraged.

(7) The City of Fayetteville's Landscape Manual shall be used in support of this chapter to explain specific objectives and principles and to provide a resource for guidance in implementing all landscape plans.

(Ord. 4917, 9-05-06)

177.02 City Of Fayetteville Tree Preservation, Protection And Landscape Manual

The Urban Forester, in cooperation with other members of city staff, shall promulgate and periodically revise forms, procedures and regulations to implement this chapter and publish this information in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual.*

(A) Copies of the *Tree Preservation, Protection, and Landscape Manual* are to be made readily available to the public and shall include, but need not be limited to:

(1) Specific criteria for gaining city approval of landscape plans;

(2) The format and content of reports and plans the applicant must submit to the city pursuant to this chapter;

(3) A glossary of important terms used in this chapter;

(4) Size and species requirements for trees planted for parking lots, screening or to meet other necessary criteria; and

(5) Maintenance of trees (including but not limited to pruning, irrigation, and protection from disease).

(B) The Tree and Landscape Advisory Committee shall review and may recommend revisions to the *Tree Preservation, Protection, and Landscape Manual* at least every three years to reflect changes in arboricultural and horticultural practices, lists of preferred tree species, city policies, or the content of this chapter.

(Ord. No. 4340, 10-2-01; Ord. 4917, 9-05-06)

177.03 Landscape Plan Requirements

(A) *Applicability.* The provisions of this section shall apply to proposed subdivisions, large scale developments and other development as indicated below required by the Unified Development Code to go through the city's permitting process.

(1) *Subdivisions and large scale developments.* Applicants seeking approval of proposed subdivisions and large scale developments shall submit a detailed landscape plan.

(2) *Building permits.* Landscape plan requirements shall apply to all permit applications for nonresidential construction, and the construction of multi-family residential buildings composed of three or more dwelling units.

(3) *Parking lots.* Landscape plan requirements shall apply to all permit applications for the construction of parking lots with five (5) or more spaces.

(B) *General.* The Landscape Plan required for subdivisions and large scale developments shall be prepared and sealed by a registered Landscape Architect. The Landscape Plan required for building permits and parking lots may be prepared by a landscape designer.

(C) *Submittal of plans.* The following information shall be included with a landscape plan submittal:

(1) The date, scale, north arrow, project name, name of Landscape Architect/designer and name of the owner/developer.

(2) The location of property lines and the dimensions of the tract.

(3) *Site features:*

(a) Existing vegetation (See Tree Preservation & Protection Ordinance for specific criteria.)

(b) The approximate center line of all existing water courses.

(c) The location and size of existing and proposed drive aisles, streets and alleys, parking areas and other improvements to the site.

(d) Existing and proposed utility easements and overhead utility lines on or adjacent to the lot.

(e) Existing and proposed sidewalks on or adjacent to the lot.

(f) Location of all existing and proposed points of access.

(g) Existing and proposed structures on the property.

(h) Existing topography and proposed grading.

(4) *Proposed landscaping.* The landscape plan shall indicate the number and species of all plants, the size of each species at the time of planting, the spacing requirements for each plant, and the type of edging and mulch to be used for the planting areas.

(5) The Planting Plan may be incorporated with the Site or Grading/Tree Preservation Plan.

(6) *Planting details and/or specifications.* Planting and installation details are to insure compliance with all required landscaping standards.

(a) All landscaping shall be planted within areas that minimize maintenance and jeopardy of plant damage: this includes such areas as tree lawns, tree islands, urban tree wells, foundation plantings and free-standing beds.

(b) Planting beds shall have amended soil to insure the health of the plant materials.

(c) All new plantings shall be mulched in accordance with the guidelines established for landscape installation in the Landscape Manual.

(d) All sod shall be removed within the planting bed and mulch shall cover the bare soil to ease maintenance.

(e) Sod or organic mulch will be allowed in tree lawns and tree islands if no other plant material is included within these areas.

(f) A planting bed shall be contained by edging material other than vegetation.

(g) Planting details/specifications shall be included on the landscape plan, in accordance with the Landscape Manual.

(7) *Size and type of plant material.*

(a) All plant material shall meet the requirements established by the American Standard for Nursery Stock.

(b) Deciduous trees shall have a minimum of two (2) inch caliper and evergreen trees shall have a minimum height of eight (8) feet at the time of installation, unless otherwise approved by the Urban Forester.

(c) Shrub size at the time of planting shall be a minimum of three (3) gallon containers with an expected height of three (3) feet or more within two (2) years of installation.

(d) Plant species installed in vehicular use areas are to be approved by the Urban Forester.

(e) Acceptable species of trees are listed within the City of Fayetteville's Landscape Manual.

(f) Protective fencing shall be provided for preserved trees and other vegetation during construction, as required by §167 Tree Preservation and Protection.

(g) A description of the type of irrigation system used for each required landscape area shall be included.

(i) An automated irrigation system is encouraged to ensure adequate moisture to plant material.

(ii) In landscaped areas without an automated irrigation system, hose bibs (water spigots) shall be installed at a ratio of one for every one hundred (100) feet.

(D) *Plan Review.* Upon receipt of the landscape plans, the Urban Forester shall make a recommendation to the Planning Commission or an administrative determination, as permitted by the Unified Development Code, with the following results:

(1) Approve/Recommend the landscape plan as complying with the requirements of this chapter; or

(2) Approve/Recommend the landscape plan with conditions which bring it into compliance with the requirements of this chapter; or

(3) Reject the landscape plan as failing to comply with the requirements of this chapter.

(Ord. 4917, 9-05-06)

177.04 Site Development And Parking Lot Landscape Standards

(A) *Applicability.* A detailed landscape plan is required to be submitted for all development when either new development or expansion of 25% of the existing building square footage occurs and for all new or expanded parking lots containing five (5) or more spaces. Landscape plans shall be submitted with the application for building permit or parking lot permit. Submittals shall conform to the standards established within this chapter.

(B) *General requirements.*

(1) *Separation of landscaped areas and vehicles.* All landscaped areas shall be protected from potential damage by vehicles by placing concrete curbs or wheel barriers adjacent to the landscaped area.

(2) *Vehicle overhangs.* A portion of a standard parking space may be landscaped instead of paved to meet part of the landscaping requirement. The landscaped area may be up to two feet of the front of the space as measured from a line parallel to the direction of the bumper of the vehicle using the space. Landscaping may only be groundcover plants in the overhang area.

(3) *Maintenance.* The current owner of the property shall be responsible for the maintenance of all required landscaping.

(a) *Irrigation system.* Some method of irrigation shall be required in landscaped areas. An automated irrigation system is encouraged to ensure adequate moisture to plant material. In landscaped areas without an automated irrigation system the installation of hose bibs (water spigots), installed one for every 100 foot radius, will be required.

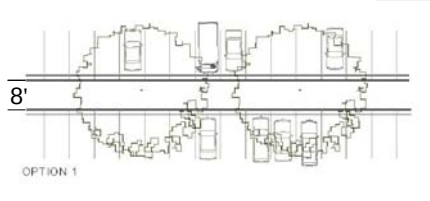
(b) *Planting beds.* All landscaping shall be planted within areas designated as planting beds. Planting beds shall have amended soil to insure the health of the plant materials. All sod shall be removed within the planting bed and mulch shall cover the bare soil to ease maintenance. Sod will be allowed in tree lawns and tree islands if no other plant material is included within these areas.

(c) *Replacement landscaping.* Landscaping that dies or is damaged shall be removed and replaced by the current owner of the property. The owner shall have 60 days from the receipt of written notice issued by the city to remove and replace any required landscaping that dies or is damaged.

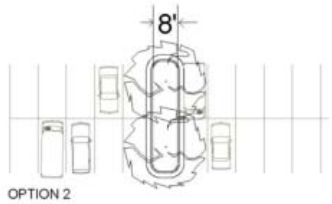
(C) *Interior landscaping requirements.*

(1) *Amount of landscaping.* Parking lots containing ten (10) or more spaces shall be landscaped with one of the following options:

(a) *Option 1. Narrow tree lawn.* A continuous landscape strip between rows of parking. The minimum width of a tree lawn shall be eight feet (8'); the minimum area shall be 300 square feet. One tree every 12 parking spaces or one tree every thirty linear feet, whichever provides more canopy, shall be planted with this option. Trees may be grouped or spaced within the lawn area.



(b) *Option 2. Tree island.* The minimum width of a tree island shall be eight feet (8'); the minimum area shall be 150 square feet. One tree shall be planted for every 12 parking spaces with this option, with a maximum run of 12 parking spaces permitted without a tree island.



(2) *Placement of trees.* Interior trees shall be placed on either side of points of access (entrance drives, exit drives) within tree islands, as indicated in the Landscape Manual.

(3) *Tree planting.* All trees planted to meet these requirements shall be deciduous shade trees. Species selection shall be chosen from the approved list of trees found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester.

(4) *Calculation of area.* Required perimeter landscaping may not be substituted for interior landscaping. However, it is recognized that interior landscaping may join perimeter landscaping. In such cases, landscaping which extends four (4) feet or more into the parking area may be included in the calculation of interior landscaped area.

(5) *Exceptions.* All parking lots used solely for the purpose of providing areas for the display and storage of motor vehicles for sale, lease, and rental shall be exempt from the interior landscaping requirements.

(D) *Perimeter landscaping requirement.* Proposed development shall be landscaped meeting the following requirements:

(1) *Side and rear property lines.* All parking lots shall have five feet (5') of landscaped area between the property line and parking lot. The two foot (2') vehicle overhang option may be included to meet this requirement. Depending on the use and location, additional landscaped area and screening may be required along property lines.

(2) *Property lines adjoining street right-of-way.*

(a) *Landscape area required.* A fifteen (15) foot wide landscaped area shall be provided along the front property line exclusive of and adjacent to the Master Street Plan right-of-way. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the fifteen (15) foot landscaped area provided the integrity of the landscaped area is maintained.

(b) *Urban Zoning Districts.* Zoning districts that prescribe urban building form (e.g., a build-to zone) permitting front setbacks of less then 15 feet may be permitted to reduce the greenspace to 10 feet parallel to the Master Street Plan right-of-way line. Any development providing less than 10 feet of greenspace shall utilize the street tree planting plan for urban streetscapes.

(c) Residential zones. Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Single family residential uses shall be exempt from this requirement.

(d) *Nonresidential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Properties developed with an urban streetscape, utilizing urban tree wells as defined herein, shall be exempt from this requirement.

(e) *Shade.* All tree planting locations shall attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, etc., by utilizing aspect and locating trees along the south and west boundary of these areas.

(f) *Screening.* Parking lots containing five (5) or more spaces shall be screened from the public right-of-way and adjacent properties, where said parking areas are adjacent to residential zones, with shrubs and/or graded berms. If graded berms are used, shrubs are also required.

(g) *Perimeter planting location.* All plantings noted herein shall be installed within the required landscape area. Subject to approval by the Urban Forester, required trees and shrubs may be planted within the right-of-way or outside the required landscape area parallel to the street right-of-way only in extenuating circumstances.

(3) *Tree Planting*.

(a) Large species trees shall be planted in the required fifteen (15) foot landscaped area containing one (1) tree per thirty (30) linear feet along the front property line. Trees along the perimeter may be grouped to allow flexibility in design. The maximum allowed grouping may be up to twenty-five (25%) percent of the required number of street trees.

(b) Species selection shall be chosen from the approved list of trees for landscaping found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester. No more than 25% of trees planted to meet perimeter landscaping requirements may be evergreen.

(c) Planted trees shall have a two (2) inch caliper (diameter) measured six (6) inches above ground level at the time of planting.

(d) At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain, existing trees or other physical limitations make the planting of new trees impracticable. In cases of existing overhead power lines, small trees shall be planted that will not interfere with the existing power lines. Species selection shall be approved by the Urban Forester.

(4) *Shrub Planting*.

(a) The requirement for a continuous planting of shrubs is intended to lessen the effect of extensive paving. Parking lots that require screening shall have shrubs that are spaced so as to create a seamless row of hedging. A minimum 50% of shrubs shall be evergreen.

(b) Shrub size at the time of planting shall be a minimum of three (3) gallon containers with an expected height of three (3) feet or more within two (2) years of installation.

(5) *Ground Cover Planting.* All landscape areas shall be re-vegetated with appropriate perennial groundcover. Prior to certificate of occupancy, all bare soil shall be adequately covered in accordance with the Unified Development Code.

(Ord. 4917, 9-05-06; Ord. 5312, 4-20-10; Ord. 5337, 8-3-10)

177.05 Street Tree Planting Standards

(A) *Applicability.* All new developments that create or develop along a public or private street shall be required to establish street trees in accordance with the standards and procedures provided for in this section and the adopted policies of the Landscape Manual and Fayetteville's Tree Ordinance.

(1) All Street Tree Planting Plans shall follow the submittal criteria set forth in Ch. 177.03 Landscape Plan Requirements.

(2) *Street Tree Planting Requirements*

(a) Plans shall indicate the spacing of trees along all newly created public and private streets within the development site. At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain or existing trees make the planting of new trees impracticable. Examples include, but are not limited to:

(i) Where the finish grade slope in the planting area between the top back of the street curb and the property line is in excess of thirty (30%) percent.

(ii) Where bedrock is encountered with in thirty (30) inches of finish grade in the planting area between the top back of the curb and the property line.

(iii) Where existing healthy trees that are shown to be preserved within the right-of-way are in such close proximity they would prevent a new tree from establishing a full canopy when mature.

(b) Plans shall identify the species of trees to be planted, which must be selected from the Landscape Manual or otherwise approved by the Urban Forester. Street trees shall be large species canopy trees.

(c) Plans shall identify the size and quality of trees which must meet or exceed the standards adopted in the Landscape Manual.

(d) Indicate the location of all points of access (driveways, sidewalks and public & private utilities) within the proposed development. The developer shall ensure that driveways, sidewalks, utilities, etc. will not endanger the livelihood of the proposed trees, and shall plan accordingly.

(e) A Maintenance Agreement and Landscape Establishment Guarantee shall be established. All plans shall include a binding three (3) year maintenance and monitoring plan, which shall hold the developer responsible for the health of all planted trees.

(f) Approval of a Maintenance Agreement and Landscape Establishment Guarantee shall be contingent upon the Developer depositing with the City of Fayetteville ~~one of the following: currency, bond, irrevocable letter of credit or other surety. The amount shall be equal to that provided in § 167.04(J)(4)~~ a surety or contract, as outlined in 177.10.

(g) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether ninety (90%) percent of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the City of Fayetteville shall release the currency, bond or letter of credit.

(h) In the absence of such a finding, the developer shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the developer

does not take remedial steps to bring the property into compliance, the City of Fayetteville shall use the necessary monies from the Landscape Establishment Guarantee to do so.

(i) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail or lightning strikes, or through the independent actions of their parties, the developer shall be relieved of the responsibility of replanting the tree or trees so affected.

(j) Contain such other information as may be required to reflect how the plan addresses the remaining policies within the Landscape Manual.

(3) Street tree plantings that are above and beyond the requirements as established herein may count as on-site Tree Mitigation, with approval of the Urban Forester.

(4) *Timing of planting.* The Urban Forester shall recommend to the Planning Commission the option that will potentially result in accomplishing the most objectives of this chapter.

(a) *Street Tree Planting with infrastructure (subdivisions only).* The developer may choose to provide a landscape plan that conforms to the regulations herein, with all landscaping along streets to be installed prior to final plat approval and acceptance of public improvements associated with the development. If planted prior to final plat approval, the developer shall provide proper measures to ensure the longevity of health of all planted trees during development of individual lots; or

(b) *Street Tree Planting with development (subdivisions only).* The developer may choose to provide a landscape plan that conforms to the regulations herein only to the extent that future development on lots created by the subdivision shall be responsible for individual landscape plans as each lot develops.

(c) *Street Tree Planting with concurrent development.* Where development approval is requested (large scale, building permit, parking lot permit, etc), the developer shall provide a detailed landscape plan that conforms to the regulation established by this chapter.

(d) Street Tree Planting Plans shall be submitted with the plans submitted for development or subdivision approval by the Planning Commission, in accordance with the options listed herein.

(e) A written description of the method(s) and time frame the project will utilize to track development of each individual lot shall be submitted by the developer to ensure the required street trees are planted and their longevity of health assured.

(B) *Street Tree Planting Plan Requirements for Proposed Residential and Non-Residential Subdivisions.*

(1) *Residential Subdivisions.* Submittals for all proposed residential subdivisions shall include a street tree planting plan at the time of final plat submittal.

(a) A minimum of one (1) two-inch caliper, large species tree per lot shall be planted.

(b) Street trees shall be planted within or along the right-of-way; where possible, between the sidewalk and the curb. Location shall be approved by the Urban Forester. Refer to the Landscape Manual for spacing requirements.

(2) *Non-Residential Subdivisions.* Submittals for all proposed non-residential subdivisions shall include a street tree planting plan at the time of final plat submittal, or in accordance with the option approved for Timing of Planting as required by this chapter.

(a) A minimum of one (1) two-inch caliper, large species tree per 30 linear feet of frontage shall be planted.

(b) Street trees shall be planted within the required landscape area. Location shall be approved by the Urban Forester. Refer to the Landscape Manual for spacing requirements.

(3) *Optional Street Tree Planting Plan for Urban Streetscapes.*

The Street Tree Planting Plans of subsections (1) and (2) may be replaced by an urban streetscape including sidewalks at least eight feet wide from curb to building. At the time of developmental submittal, the proposed urban streetscape shall include a

street tree planting plan in compliance with the following requirements:

(a) A minimum of one (1) two-inch caliper, large species tree per 30 linear feet of street frontage or every 10 parking spaces, whichever provides the most trees, shall be planted with this option.

(b) Location of trees shall be approved by the Urban Forester to ensure that adequate spacing, access and visibility are maintained. The spacing of trees may be varied with approval of the Urban Forester.

(c) Trees shall be planted within urban tree wells. The minimum width of an urban tree well shall be three feet (3'); the minimum area shall be 15 square feet. This option is only permitted to allow trees planted within wide sidewalks, in a downtown/urban fashion. Size and shape of urban tree well shall be approved by the Urban Forester.

(d) Tree wells shall be covered with either a tree grate or some form of permeable pavers, (block or stone), to be approved by the Urban Forester.

(e) Structural soil or similar treatment shall be utilized with this option (see Landscape Manual for specifications)

(f) Street tree planting plans utilizing this option shall follow the construction procedures and details as outlined in the Landscape Manual.

(g) Development applications approved for the use of Urban Tree Wells shall not be required to provide additional landscaped area exclusive of the right-of-way.

(Ord. 4917, 9-05-06; Ord. 5003, 4-17-07; Ord. 5057, 9-04-07; Ord. 5513, 7-17-12)

177.06 Stormwater Facilities

(A) *Applicability*. All development required to install dry surface stormwater facilities (detention ponds) shall conform to the requirements herein. A landscape plan shall be submitted and approved prior to issuance of a permit or at the time of final plat (whichever is applicable). All required plantings shall be installed prior to issuance of a Certificate of Occupancy or filing of a final plat (whichever is applicable). Development that utilizes retention, underground or parking lot detention, or alternative stormwater management measures as approved by the Urban Forester and City Engineer shall not be required to meet the requirements of this chapter.

(B) *General Requirements*. It is critical that selected plant materials are appropriate for soil, hydrologic and other existing site conditions.

(1) All plants within required stormwater facility areas shall be appropriate species selected from the Landscape Manual or approved by the Urban Forester.

(2) The design for plantings shall minimize the need for herbicides, fertilizers, pesticides or soil amendments at any time before, during and after construction and for a long-term basis.

(3) Plantings should be designed to minimize the need for mowing, pruning and irrigation. Grass or wildflower seed shall be applied at the rates specified by the suppliers. If plant establishment cannot be achieved with seeding by the time of substantial completion of the stormwater facility portion of the project, the contractor shall plant the area with wildflower sod, plus, container plants or some other means to complete the specified plantings and protect against erosion as approved by the Urban Forester.

(4) Plantings shall not impede the primary function of the stormwater facility, as identified in the Unified Development Code. Should plantings be proposed that call into question the ability of the stormwater facility to operate to the satisfaction of the City Engineer, the developer shall provide sufficient information (calculations, etc.) for review, at the time of submittal.

(C) Detention Ponds. These are stormwater facilities that do not have standing water for more than a few hours per storm event. Vegetation helps improve infiltration functions, protects from rain and wind erosion and enhances aesthetic conditions.

(1) The Stormwater Facility area is defined to be equivalent to the area of the detention basin, including the bottom and the side slopes, plus a ten (10) foot buffer around the detention basin.

(2) The developer shall install minimum plant material quantities per 3000 square feet of the stormwater facility area as follows:

(a) One (1) evergreen or deciduous tree:

(i) Evergreen trees: Minimum height of six (6) feet.

(ii) Deciduous trees: Minimum caliper of one and a half (1½) inch at six (6) inches above the base.

(b) Four (4) large shrubs/small trees, three (3) gallon containers or equivalent.

(c) Six (6) shrubs/large grass-like plants, one (1) gallon containers or equivalent.

(d) Ground cover plants, one (1) per twelve (12) inches on center with triangular spacing, unless seed or sod is specified and installed.

(e) At least fifty (50%) percent of the facility shall be planted with grasses or grass-like plants, or as otherwise required by the Unified Development Code.

(f) Wildflowers, native grasses and ground covers shall be designed to require mowing no more than twice annually.

(3) Trees planted within stormwater facilities may be utilized to meet on-site Tree Mitigation requirements, subject to approval by the Urban Forester.

(Ord. 4917, 9-05-06)

177.07 Landscaping For Erosion Control

(A) *Applicability*. Those developments requiring a grading permit shall conform to the following requirements.

(B) *General Requirements.* Erosion control measures shall be installed as soon as practical and prior to the final approval. Prior to vegetation controls, all other appropriate erosion control strategies should be in place.

(1) The faces of cut and fill slopes which measure five (5) feet or greater in vertical height shall be treated and maintained to control against erosion for the protection of the public health, safety and welfare.

(2) Landscape materials on graded slopes shall be designed to be compatible with adjacent natural vegetation and shall be suitable for the climatic, soil and ecological characteristics of the area. Non-invasive, drought tolerant materials shall be selected as approved by the Landscape Administrator.

(C) *Temporary Seeding.* Temporary Seeding is required where exposed soils are not to be fine graded for periods of twenty (20) days or more. Such areas include denuded areas, soil stockpiles, dikes, sides of sediment basins, temporary roadbanks and parking areas, storage areas, etc.

(1) Seeds shall be evenly applied.

(2) Mulching shall be used to reduce water runoff, windblow and increase moisture conditions of seedlings.

(3) Re-seeding is required in areas which fail to establish vegetation – after investigating and remediation of such failure.

(D) *Permanent Seeding.* Permanent seeding is required where disturbed areas will be permanent and where long lived vegetative cover is needed to stabilize soils. Rough graded areas which will not be brought to final grade for one (1) year or more shall also required long lived vegetative cover.

(1) In order to establish a good stand of vegetation, seedbeds shall consist of appropriate soil texture, structure, moisture, nutrient content, depth and internal drainage.

(2) Seeds shall be evenly applied.

(3) Mulching shall be used to reduce water runoff, windblow and increase moisture conditions of seedlings.

(4) Re-seeding is required in areas which fail to establish vegetation – after investigating and remediation of such failure.

(E) *Sodding.* Grass sod shall be installed where disturbed areas require immediate vegetative covers or where sod is preferred to other forms of grass establishment.

(F) *Vegetative Streambank Stabilization.* Re-vegetation shall be required where banks in creeks, streams and rivers, subject to erosion from excess runoff, have been eroded from land disturbance due to the development.

(1) Revegetation shall be consistent with all other required erosion control measures.

(2) Landscape materials shall be designed to be compatible with adjacent natural vegetation and shall be suitable for the climatic, soil and ecological characteristics of the area.

(Ord. 4917, 9-05-06)

177.08 Timing Of Installation

Required landscaping shall be installed prior to the issuance of a final Certificate of Occupancy or filing of the Final Plat, whichever development procedure is most applicable. A 90-day temporary certificate of occupancy may be issued or a final plat may be filed once the owner deposits, with the city, U.S. currency or an irrevocable letter of credit in an amount equal to 150% of the estimated cost of the uninstalled plant material. The letter of credit must be from a bank or banking institution doing business within the State of Arkansas which is a member of the Federal Deposit Insurance Corporation.

177.10 Tree Maintenance Agreements

(A) Maintenance agreement and landscape establishment guarantee. All plans requiring street trees per 177.05 shall include a binding three year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.

(1) Approval of a plan requiring street trees shall be contingent upon the applicant depositing with the city either currency, bond irrevocable letter of credit or other surety, in an amount equal to the estimated cost of materials and labor of trees at the time of planting. The bond, irrevocable letter of credit, or other surety must cover the entire three year maintenance and monitoring period. The applicant shall submit cost estimates to the urban forester.

(2) Upon completion of the three year landscape establishment period, the urban forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such finding, the city shall release the currency, bond, or letter of credit.

(3) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the urban forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary monies from the landscape establishment guarantee to do so.

(4) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

(5) However, in lieu of cash surety, letter of credit, or bond, the monitoring and maintenance requirement may also be met through proof of a three year tree maintenance contract with a landscape contractor approved by the Urban Forester. The contract shall name the City of Fayetteville as a third party beneficiary. This fully executed contract shall contain:

(a) itemized proof of payment or charge for 3 years of watering and maintenance for each required tree.

(b) a clause that requires that if the approved contract is breached, the developer shall either immediately supply an acceptable replacement maintenance contract or shall deposit into the City's tree escrow account the normal original amount set forth in section 167.04(J)(4).

(c) after inspection by the Urban Forester at the end of the three year period, if the Urban Forester determines that less than 90% of the trees are found healthy and with a reasonable chance of surviving to maturity, the trees shall be replaced by the developer within 60 days of notice from the Urban Forester. If the developer fails to comply, the City would recover losses as outlined in the contract."

Commented [LD1]: 177.09 has been reserved for the 177.09 Invasive Plant Species amendment, anticipated for introduction to Council at the November 3rd meeting by Sustainability & Resilience staff.

177.~~09~~11-177.99 Reserved

Agenda Session 10-13-15

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, October 13, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2015-0477

PUBLIC FACILITIES BOARD APPOINTMENT - MAYOR APPOINTMENT SUBJECT TO CONFIRMATION BY THE GOVERNING BODY

(2) Add Ozark Regional Presentation

Attachments: PFB agenda packet

Agenda Additions

A. Consent:

A.1 2014-0513

APPROVAL OF THE SEPTEMBER 29, 2015 SPECIAL CITY COUNCIL MEETING MINUTES.

A.2 2015-0467

FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON DISCIPLINARY AND AWARD PROCEDURES AND PROFESSIONAL STANDARDS AND TO ELIMINATE FAYETTEVILLE POLICIES NO LONGER NEEDED ON JAILER DUTY; JAIL EMERGENCY PLAN, PRISONER CARE AND SUICIDE IDENTIFICATION

Attachments: Agenda Packet - Police Policies 10202015

NB #1

A. 3 2015-0470

USDA FARMERS MARKET PROMOTION PROGRAM GRANT:

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A USDA FARMERS MARKET PROMOTION PROGRAM GRANT WITH THE USDA AGRICULTURAL MARKETING SERVICE IN THE AMOUNT OF $58,856.00 FOR THE CITY TO EXPAND AND PROMOTE ECONOMIC OPPORTUNITIES FOR PRODUCERS OPERATING THROUGH THE FAYETTEVILLE FARMERS MARKET, TO APPROVE AN AGREEMENT WITH THE RURAL MOUNTAIN PRODUCERS EXCHANGE AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: CC agenda packet - USDA Farmers Mkt Grant

BA_BUDGET_ADJUSTMENT_FORM_USDA Farmers' Market Promotional Gra

B. Unfinished Business:

B.1 2015-0466

FAYETTEVILLE FIRE PENSION AND RELIEF FUND PROPOSAL TO CONSOLIDATE WITH LOPFI:

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE FIRE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI AND APPROVING AN EMERGENCY CLAUSE

Attachments: 2015-0466 Local Firemen's Pension Consolidation

City Attorney Memo Regarding Legality of Assuming Pension Debts 092915

City Attorney Memo Addional Information

Fire Pension Board Resolution 093015

MAYOR LIONELD JORDON AND FAYETTEVILLE CITY COUNCIL

At the October 6, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

C1 2015-0476

WALTON FAMILY FOUNDATION:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S THANKS AND GRATITUDE TO THE WALTON FAMILY FOUNDATION FOR ITS GENEROUS $390,000.00 MATCHING GRANT FOR THE CONSTRUCTION OF THE CLABBER CREEK TRAIL, TO APPROVE THE GRANT AGREEMENT AND TO APPROVE A BUDGET ADJUSTMENT TO RECOGNIZE THIS $390,000.00 GRANT

Attachments: 2015-0476 - Walton Family Foundation Grant #2015-225)

BA - Walton Family Foundation Grant (Clabber Creek Trail 02016.1402)

C2 2015-0456

BID 15-42 JLA ENTERPRISES, INC.:

A RESOLUTION TO AWARD BID NO. 15-42, TO AUTHORIZE THE CONTRACT WITH JLA ENTERPRISES, INC. IN THE AMOUNT OF $425,521.90 FOR CONSTRUCTION OF A RESTROOM AND PARKING LOT IMPROVEMENTS AT GORDON LONG PARK, TO APPROVE A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $21,276.10, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2015-0456 Gordon Long Park Trailhead Improvements

2015-0456 BA - Gordon Long Park Trailhead Construction

C3 2015-0471

PLACEHOLDER - ADDITIONAL INFORMATION WILL BE EMAILED AS SOON AS INFORMATION IS RECEIVED -

BENCHMARK CONSTRUCTION OF NWA CONTRACT:

STAFF REQUESTS A RESOLUTION TO APPROVE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA IN THE AMOUNT OF $3,373,506.91 FOR THE CONSTRUCTION OF THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION, APPROVAL OF A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $168,675.35, APPROVAL OF CHANGE ORDER NO. 1 TO REDUCE THE CONTRACT BY $323,307.00 BY REFLECTING VALUE ENGINEERING ITEMS, AND APPROVAL OF A BUDGET ADJUSTMENT IN THE AMOUNT OF $1,461,465.00 TO INCREASE THE PROJECT BUDGET.

C4 2015-0472

MCGOODWIN, WILLIAMS AND YATES, INC. AMENDMENT NO. 3:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE RECYCLING AND TRASH COLLECTION DIVISION OFFICE BUILDING EXPANSION AND SITE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $217,861.00

Attachments: 2015-0472 MWY Amendment 3

C5 2015-0473

GRUBBS, HOSKYN, BARTON & WYATT, INC.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR MATERIALS TESTING SERVICES FOR THE RECYCLING AND TRASH COLLECTION FACILITY EXPANSION AND IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $25,000.00

Attachments: 2015-0473 Agreement GHBW

C6 2015-0465

VAC 15-5206 (5026 TALON TRAIL/FALCON RIDGE S/D):

AN ORDINANCE TO APPROVE VAC 15-5206 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 5026 E. TALON TRAIL TO VACATE A DRAINAGE EASEMENT

Attachments: 15-5206 CC EX A & B

15-5206 Full Packet

C7 2015-0464

ADM 15-5205 (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6):

AN ORDINANCE TO AMEND ORDINANCE NO. 3936 BY AMENDING THE RESTRICTIONS WHICH HAD PROHIBITED RESTAURANTS BY ALLOWING SUCH USE UNIT 13 RESTAURANTS WITH OUTDOOR MUSIC AS CONDITIONAL USES UPON A 2.24 ACRE PARCEL (LOT 6) ON THE SOUTHWEST CORNER OF VAN ASCHE AND STEELE BOULEVARDS

Attachments: 15-5205 CC EX A & B

Exhibit C

15-5205 Full Packet

C8 2015-0444

ANX 15-5181: (1620 S. ED EDWARDS RD./SALSBURY):

AN ORDINANCE TO ANNEX THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 15-5181 SUBMITTED BY CURTIS HOGUE FOR PROPERTY LOCATED AT 1620 S. ED EDWARDS ROAD CONTAINING APPROXIMATELY 0.83 ACRES

Attachments: 15-5181 CC EXHIBITS

15-5181 CC DOCUMENTS

C9 2015-0474

AMEND CHAPTER 167 AND 177:

AN ORDINANCE TO REPEAL § 167.04 (J)(5) *MAINTENANCE AGREEMENT AND LANDSCAPE ESTABLISHMENT GUARANTEE*, TO ENACT § 167.10 **TREE MAINTENANCE AGREEMENTS** AND TO AMEND § 177.05 (A)(2)(f) BY DELETING A PORTION OF THIS SUBSECTION AND ENACTING § 177.10 **TREE MAINTENANCE AGREEMENTS** TO IMPROVE MAINTENANCE AND SURVIVABLITY OF MITIGATION TREES

Attachments: Exhibits A & B

2015-0474 Amendment to Chapter 167 and 177 to Provide an Additional Option

D. City Council Agenda Session Presentations:

V. 2015-0458

AGENDA SESSION PRESENTATION: REPORT TO CITY COUNCIL ON INVASIVE SPECIES BY PETER NIERENGARTEN

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.

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

Old business and new business.

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

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

Courtesy and respect.

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

Pre Agenda Meeting 10-7-15

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, October 13, 2015

4:30 PM

City Hall Room 326

City Council Agenda Session

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

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2015-0477

PUBLIC FACILITIES BOARD APPOINTMENT - MAYOR APPOINTMENT SUBJECT TO CONFIRMATION BY THE GOVERNING BODY

Attachments: PFB agenda packet

2. 2015-0118

move to Nov. 3rd

QUARTERLY FINANCIAL REPORT - 3RD QUARTER 2015, PAUL BECKER, CHIEF FINANCIAL OFFICER.

Agenda Additions

A. Consent:

A1 2014-0513

APPROVAL OF THE SEPTEMBER 29, 2015 SPECIAL CITY COUNCIL MEETING MINUTES.

A. 2 2015-0456

C2

BID 15-42 JLA ENTERPRISES, INC.:

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Attachments: 2015-0456 Gordon Long Park Trailhead Improvements

2015-0456 BA - Gordon Long Park Trailhead Construction

A 3 New Pols. title

2015-0467

FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES 26.1.1, DISCIPLINARY MATTERS AND AWARD PROCEDURES; AND 52.1.1, OFFICE OF PROFESSIONAL STANDARDS; AND TO ELIMINATE FAYETTEVILLE POLICE POLICIES 72.1.1, JAILER DUTY; 72.3.1, JAIL EMERGENCY PLAN; 72.5.5, SUICIDE IDENTIFICATION GUIDELINES; AND 72.6.1, MEDICAL AND DENTAL CARE FOR PRISONERS

NB

Attachments: Agenda Packet - Police Policies 10202015

A. 4 C.4

2015-0472

MCGOODWIN, WILLIAMS AND YATES, INC. AMENDMENT NO. 3:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE AGREEMENT WITH MCGOODWIN, WILLIAMS AND YATES, INC. FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE RECYCLING AND TRASH COLLECTION DIVISION OFFICE BUILDING EXPANSION AND SITE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $217,861.00

NB

Attachments: 2015-0472 MWY Amendment 3

A. 5 C.5

2015-0473

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Attachments: 2015-0473 Agreement GHBW

A.6 2015-0470

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Attachments: CC agenda packet - USDA Farmers Mkt Grant

BA_BUDGET_ADJUSTMENT_FORM_USDA Farmers' Market Promotional Gra

B. Unfinished Business:

B.1 2015-0466

FAYETTEVILLE FIRE PENSION AND RELIEF FUND PROPOSAL TO CONSOLIDATE WITH LOPFI:

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE FIRE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI AND APPROVING AN EMERGENCY CLAUSE

Attachments: 2015-0466 Local Firemen's Pension Consolidation

City Attorney Memo Regarding Legality of Assuming Pension Debts 092915

City Attorney Memo Addional Information

Fire Pension Board Resolution 093015

MAYOR LIONELD JORDON AND FAYETTEVILLE CITY COUNCIL

At the October 6, 2015 City Council meeting, this ordinance was left on the first reading.

C. New Business:

CV1 2015-0476

WALTON FAMILY FOUNDATION:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S THANKS AND GRATITUDE TO THE WALTON FAMILY FOUNDATION FOR ITS GENEROUS $390,000.00 MATCHING GRANT FOR THE CONSTRUCTION OF THE CLABBER CREEK TRAIL, TO APPROVE THE GRANT AGREEMENT AND TO APPROVE A BUDGET ADJUSTMENT TO RECOGNIZE THIS $390,000.00 GRANT

Attachments:

2015-0476 - Walton Family Foundation Grant #2015-225)

BA - Walton Family Foundation Grant (Clabber Creek Trail 02016.1402)

CV2 2015-0465

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Attachments:

15-5206 CC EX A & B

15-5206 Full Packet

CV3 2015-0464

ADM 15-5205 (SW CORNER VAN ASCHE & STEELE BLVDS./CMN BUSINESS PARK, LOT 6):

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Attachments:

15-5205 CC EX A & B

Exhibit C

15-5205 Full Packet

C.4 2015-0444

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Attachments: Exhibits A & B

2015-0474 Amendment to Chapter 167 and 177 to Provide an Additional Option

C. 6 C.3 **2015-0471** Placeholder

***2015-0462**

Attachments: CC Packet - Vulnerable Road User

***2015-0463**

Attachments: CC packet - Bicycle Ordinance Amendments

2015-0469

Attachments: Chapter 97 edits - Legistar Packet

move to Nov 3rd

*10/12/15 WM per Blake remove date index. 2015-0462 & 2015-0463

D. City Council Agenda Session Presentations:

2015-0458

AGENDA SESSION PRESENTATION: REPORT TO CITY COUNCIL ON INVASIVE SPECIES BY PETER NIERENGARTEN

E. City Council Tour:

F. Announcements:

G. Adjournment

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